SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, NOVEMBER 28,2023
6:00 P.M.

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

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

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

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

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

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

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

RE-ORGANIZATION OF THE BOARD F.Y. 23/24

1. Prayer

2. Pledge of Allegiance

3. RE-ORGANIZATION OF THE BOARD FOR FY 2023/2024:

   A. ELECTION OF A CHAIRPERSON

   B. ELECTION OF A VICE-CHAIRPERSON

   C. DISCUSSION OF BOARD PERSONNEL

   D. DISCUSSION REGARDING BOARD MEETING DATES AND TIMES AND APPROVE BOARD CALENDAR

   E. MISCELLANEOUS DISCUSSION (COMMITTEE APPOINTMENTS, ETC.)

   F. THE BOARD TO APPROVE ITS' RULES OF PROCEDURE.

4. APPROVAL OF AGENDA

5. THE BOARD TO RECEIVE AND ORDER FILED, THE REPORTS OF RECEIPTS, EXPENSES AND NET INCOME FOR SEPTEMBER 30, 2023, ON ALL CONSTITUTIONAL OFFICERS.

CONSENT ITEMS:

6. EXAMINATION AND APPROVAL OF INVOICES.

7. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE AIRPORT FUND AND THE DOT - BEACH RD FUND, AS AGENDAED BY DANNIELLE WELCH, COUNTY FINANCE DIRECTOR.

8. THE BOARD TO CONSIDER APPROVAL OF THREE (3) YEAR CONTRACT EXTENSION WITH POWELL AND JONES, CPA, AS AGENDAED BY GARY KNOWLES, CLERK OF COURT.

9. THE BOARD TO CONSIDER APPROVAL OF THE SUBGRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT AND THE COUNTY, GRANT AGREEMENT NUMBER Z3914, AS THE COUNTY HAS BEEN APPROVED BY FEMA FOR PUBLIC ASSISTANCE FOR DAMAGE BY HURRICANE IDALIA.

10. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE SIGNATURE OF THE COUNTY ADMINISTRATOR FOR CHANGE ORDER NO. 2 WITH ANDERSON COLUMBIA FOR THE LOCAL AGENCY PROGRAM SAFETY IMPROVEMENT PROJECT ALONG BEACH ROAD (CR361) FROM PERRY TO STEINHATCHEE AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

11. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO ADVERTISE FOR THE PROPOSED WIDENING/RESURFACING OF 1ST AVENUE SOUTH UNDER THE FDOT SMALL COUNTY OUTREACH AND COUNTY INCENTIVE GRANT PROGRAMS AS AGENDAED BY THE COUNTY ENGINEER.

12. THE BOARD TO CONSIDER APPROVAL OF NOTICE TO BIDDERS FOR THE CONCRETE APRON REHABILITATION - PHASE 2 AT PERRY FOLEY AIRPORT AS AGENDAED BY MELODY COX, GRANTS WRITER.

13. THE BOARD TO CONSIDER APPROVAL OF REQUEST BY THE TAYLOR COUNTY HISTORICAL SOCIETY FOR THE USE OF THE COURTHOUSE PARKING LOT FOR THE ANNUAL DOWNTOWN CHRISTMAS OPEN HOUSE AND PARADE ON DECEMBER 1,2023 AS AGENDAED BY LAWANDA PEMBERTON, COUNTY ADMINISTRATOR.

14. THE BOARD TO CONSIDER APPROVAL OF TAYLOR COUNTY DESIGNATED RECEIVING SYSTEM AND BEHAVIORAL HEALTH TRANSPORTATION PLAN 2023-2026 AS REQUESTED BY CATHERIN BRUNSON, NWF HEALTH NETWORK.

15. THE BOARD TO CONSIDER APPROVAL OF REQUEST TO RATIFY THE SIGNATURE OF THE CHAIRPERSON FOR THE PLANNING AND PREPARATION GRANT APPLICATION TO THE FLORIDA COMMERCE, FLORIDA RURAL INFRASTRUCTURE FUND PROGRAM FOR THE POSSIBLE DEVELOPMENT OF THE 61-ACRE STEINHATCHEE COASTAL PARK SITE (KNOWN AS THE WOODS) AS AGENDAED BY THE GRANTS WRITER.

16. THE BOARD TO CONSIDER APPROVAL OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES FOR MOSQUITO CONTROL OPERATIONS FUNDING AS AGENDAED BY THE COUNTY ADMINISTRATOR.

17. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR PROPOSALS, NOTICE TO ADVERTISE AND AGREEMENT FOR THE ECG MANAGEMENT SYSTEM PROJECT AT DOCTORS MEMORIAL

HOSPITAL AS AGENDAED BY MARSHA DURDEN, ASSISTANT COUNTY ADMINISTRATOR.

18. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR PROPOSALS, NOTICE TO ADVERTISE AND AGREEMENT FOR THE DIGITAL C-ARM PROJECT FOR DOCTOR'S MEMORIAL HOSPITAL AS AGENDAED BY THE ASSISTANT COUNTY ADMINISTRATOR.

PUBLIC REQUESTS:

19. THE BOARD TO CONSIDER APPROVAL OF REQUEST FOR FUNDING FOR ENVIRONMENTAL CONSULTING SERVICES FROM DUE DILIGENCE ASSOCIATES, INC. AS REQUESTED BY MICHELE CURTIS, CITIZENS ACTION TASK FORCE CHAIR.

COUNTY STAFF ITEMS:

20. THE BOARD TO CONSIDER APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 1 AND AUTHORIZING RESOLUTION FOR THE PROPOSED WIDENING/RESURFACING OF CEDAR ISLAND ROAD UNDER THE FDOT SMALL COUNTY ROAD ASSISTANCE PROGRAM AS AGENDAED BY THE COUNTY ENGINEER.

21. THE BOARD TO CONSIDER APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 2 AND AUTHORIZING RESOLUTION FOR THE PROPOSED WIDENING/RESURFACING OF 1ST AVENUE SOUTH UNDER THE FDOT SMALL COUNTY OUTREACH PROGRAM AND COUNTY INCENTIVE GRANT PROGRAM AS AGENDAED BY THE COUNTY ENGINEER.

22. THE BOARD TO CONSIDER APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 2 AND AUTHORIZING RESOLUTION FOR THE PROPOSED WIDENING/RESURFACING OF SLAUGHTER ROAD UNDER THE FDOT SMALL COUNTY OUTREACH PROGRAM AS AGENDAED BY THE COUNTY ENGINEER.

23. THE BOARD TO CONSIDER APPROVAL OF SUPPLEMENTAL AGREEMENT NO. 2 AND AUTHORIZING RESOLUTION FOR THE PROPOSED WIDENING/RESURFACING OF SLAUGHTER ROAD UNDER THE FDOT SMALL COUNTY ROAD ASSISTANCE PROGRAM AS AGENDAED BY THE COUNTY ENGINEER.

24. THE BOARD TO CONSIDER APPROVAL OF THE JONES EDMUNDS AND ASSOCIATES PROFESSIONAL SERVICES AGREEMENT FOR GROUNDWATER SAMPLING AT THE TAYLOR COUNTY LANDFILL AS AGENDAED BY THE COUNTY ENGINEER.

25. THE BOARD TO CONSIDER APPROVAL OF MODIFICATION NUMBER ONE TO SUBGRANT AGREEMENT BETWEEN THE DEPARTMENT OF COMMERCE AND TAYLOR COUNTY REQUESTING A ONE (1) YEAR EXTENSION TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR HOUSING REHABILITATION AND/OR REPLACEMENT PROJECTS AS AGENDAED BY THE GRANTS WRITER.

26. THE BOARD TO DISCUSS THE UPCOMING FUNDING CYCLE FOR THE FISCAL YEAR 2030 FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TRANSPORTATION ALTERNATIVES PROGRAM (TAP) AS AGENDAED BY THE GRANTS WRITER.

27. THE BOARD TO DISCUSS THE UPCOMING 2029-2030 FUNDING CYCLE FOR THE FDOT SHARED-USE NON-MOTORIZED (SUN) TRAIL GRANT PROGRAM AS AGENDAED BY THE GRANTS WRITER.

COUNTY ATTORNEY ITEMS:

COUNTY ADMINISTRATOR ITEMS:

28. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

30. 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.

3-D

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

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

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

Board Calendar for FY 2024

PROPOSED BOARD MEETING DATES 1st meeting of the month - 6:00 P.M. 2nd meeting of the month - 6:00 P.M.	PROPOSED BOARD WORKSHOP DATES All workshops - 6:00 P.M.
December 4, 2023 and December 19, 2023	December - No workshop scheduled
January 02, 2024* and January 16, 2024	January 23, 2024
February 05, 2024 and February 20, 2024	February 27, 2024
March 04, 2024 and March 19, 2024	March 26, 2024
April 01, 2024 and April 16, 2024	April 23, 2024
May 06, 2024 and May 21, 2024	May 28, 2024
June 03, 2024 and June 18, 2024	June 25, 2024(FAC Conference)
July 08, 2024* and July 23, 2024 (4th of July week)	July 30, 2024
August 05, 2024 and August 20, 2024	August 27, 2024
September 03, 2024* and September 17, 2024	September 24, 2024
October 07, 2024 and October 22, 2024	October 29, 2024
November 04, 2024 and November 19, 2024	November 26, 2024(Thanksgiving week)
December 02, 2024 and December 17, 2024	December-No workshop scheduled

*Meeting date scheduled on alternative day due to holiday or other scheduling conflict

BUDGET WORKSHOP DATES – 9:00AM	
Monday, July 15, 2024	Thursday, July 18, 2024
Monday, July 22, 2024	Thursday, July 25, 2024

BUDGET MEETING DATES - 6:00PM

Tuesday, July 30, 2024 (set proposed millage rate)

BUDGET PUBLIC HEARINGS

September 2024 – TBA

HOLIDAYS	DATE OBSERVED
Christmas Eve and Day 2023	December 25 (Mon) and December 26 (Tue)
New Year's Day 2024	January 1 (Mon)
Martin Luther King Jr. Day	January 15 (Mon)
Good Friday	March 29 (Fri)
Memorial Day	May 27 (Mon)
Independence Day	July 4 (Thu)
Labor Day	September 2 (Mon)
Veterans Day	November 11 (Mon)
Thanksgiving Holidays	November 28 (Thurs) November 29 (Fri)
Christmas Eve and Day	December 24 (Tue) and December 25 (Wed)

Updated 11/28/2023

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2023-2024 COMMITTEE ASSIGNMENTS

COM FEAGLE	COM ENGLISH	COM MOODY	COM NEWMAN	COM DEMPS
TCDA (MONTHLY)	AUCILLA LANDFILL (MONTHLY)	DMH (MONTHLY)	BIG BEND WATER/SEWER (MONTHLY)	NFRPC (MONTHLY)
TRANS DISADVANTAGE (QUARTERLY)	TCRAB (MONTHLY)	3 RIVERS LIBRARY (QUARTERLY)	TDC (MONTHLY)	NFEDP (QUARTERLY)
BUDGET/FINANCE (AS NEEDED)	SMALL COUNTY COALITION (ALTERNATE) (VARIES)	NORTH FL WORKFORCE CONSORTIUM (QUARTERLY)	SMALL COUNTY COALITION (VARIES)	SUWANEE RIVER ECONOMIC COUNCIL (QUARTERLY)
LTPT (VARIES)		GULF CONSORTIUM (VARIES) NFEDP (VARIES)		

NOTE: BOCC COMMITTEE MEMBERS DO NOT VOTE DUE TO CONFLICTS OF INTEREST ON COMMITTEE ISSUES THAT HAVE THE POTENTIAL TO COME BACK FOR A BOARD VOTE

ORGANIZATION	FREQUENCY	TIME	LOCATION	CONTACT
AUCILLA LANDFILL	MONTHLY, 3RD MON	VARIES	LANDFILL, GREENVILLE	JOHN MCHUGH 850-948-4875
BIG BEND WATER/SEWER (BBWA)	MONTHLY, 4TH THURS	6:00 PM	BBWA BLDG, STEINHATCHEE	MARK REBLIN 352-498-3576
BUDGET/FINANCE	AS NEEDED	VARIES	BOCC BOARD ROOM	COUNTY ADMINISTRATOR 850-838-3500
DMH BOARD	MONTHLY, LAST TUES	6:00 PM	DMH	DMH ADMINISTRATOR 850-584-0885
NORTH FLORIDA WORKFORCE CONSORTIUM	QUARTERLY	VARIES	MADISON	DIANE HEAD 850-973-2672
NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL (NCFRPC)	MONTHLY, LAST THURS	7:30 PM	HOLIDAY INN, LAKE CITY	SCOTT KOONS 352-955-2200
NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP (NFEDP) *NEEDS 2 MEMBERS	QUARTERLY	VARIES	VARIES	JEFF HENDRY 850-443-7103
SMALL COUNTY COALITION	W/FAC MEETINGS	VARIES	VARIES, CO-LOCATED W/FAC	CHRIS DOOLIN 850-224-3180

DRAFT

SUWANEE RIVER ECONOMIC COUNCIL	QUARTERLY	6:00 PM	LIVE OAK SENIOR CENTER	MATT PEARSON 386-362-4078
TDC	MONTHLY, 2ND THURS	12 NOON	CHAMBER BOARD ROOM	DAWN TAYLOR 850-584-5366
TCRAB	MONTHLY, 2ND TUESDAY	12 NOON	BOCC BOARD ROOM	COUNTY ADMINISTRATOR 850-838-3500
TCDA	MONTHLY, 3rd THURSDAY	12 NOON	HISTORIC PERRY STATION	850-584-5627
THREE RIVERS REGIONAL LIBRARY	QUARTERLY	7:30 PM	ROTATES BETWEEN TAYLOR, DIXIE, LAFAYETTE & GILCHRIST COUNTIES	CHERYL PULLIAM 386-294-3858
TRANSPORTATION DISADVANTAGED	QUARTERLY	1:00 PM	BOCC BOARD ROOM	JAMI BOOTHBY 850-838-3553
LOCAL TECHNOLOGY PLANNING TEAM (LTPT)	AS NEEDED	VARIES	BOCC BOARD ROOM	COUNTY ADMINISTRATOR 850-838-3500
GULF CONSORTIUM	AS NEEDED	VARIES	VARIES	DANIEL DOURTE

** COUNTY ADMINISTRATOR ALTERNATE FOR: GULF CONSORTIUM AND NFEDP

3F

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

FY 2024

RULES OF PROCEDURE

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

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November 21, 2023

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 _____, 2023.

ATTEST: BOARD OF COUNTY COMMISSIONERS

_____ _____

GARY KNOWLES, Clerk , Chairperson

Revised November 21, 2023

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SECTION I - PUBLIC PARTICIPATION IN COUNTY GOVERNMENT

1: <u>Board Meetings -Open to the Public</u>. 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. Limited seating may also be imposed due to public health concerns, such as a pandemic, and meetings may be made available to the public through virtual media platforms.

(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: <u>Appearance before the Commission</u>. 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: <u>Public Comments and Inquiries for Non Agendaed Items</u>. 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: <u>Commission Meetings -Regular</u>. 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 at 6:00 p.m. 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.

(b) On election years, organizational meetings will beheld on the 2nd Tuesday following the election.

5: <u>Commission Meetings – Special (Requires a Minimum of 24 hrs Notice)</u>. 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: <u>Commission Meetings -Emergency</u>. 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: <u>Informal Commission Meetings - Inspection Trips, Retreats and Workshops</u>.

(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 4th Tuesday 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-part 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: <u>Commission Mail; Circulation; Public Review and Duplication</u>. 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: <u>Legislative Program and Communication with Lobbyists</u>. 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: <u>Commissioners Appointment to Boards and Committees.</u> 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 Citzens 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, 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.

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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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. 6. 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.

JAMIE ENGLISH District 1 | JIM MOODY District 2 | MICHAEL NEWMAN District 3 | PAM FEAGLE District 4 | THOMAS DEMPS District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

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

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

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. 6. 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.

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

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

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

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

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

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

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

Board and Committee Applicants Ranking Form

Date: _____

Commissioner: _____

Commissioner Signature _____

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: <u>Privileged Motions.</u>

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.

5

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
Shawna Beach

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

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, 2023

(Signature)

Office of Property Appraiser
Taylor County

STATE OF FLORIDA
COUNTY OF TAYLOR
Sworn to and subscribed before me this 28th day of October, 2023, by LaTanya Williams

Signature of Notary Public - State of Florida

La Tanya Williams

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

Personally Known ✓ or Produced Identification ___
Type of Identification Produced _____

LATANYA WILLIAMS
Commission # HH 092255
Expires February 11, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

REPORTING ENTITY Taylor County Property Appraiser **ID 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 LIABILITES							

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

REPORTING ENTITY Taylor County Property Appraiser **ID 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	100	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				100			
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS				100			

REPORTING ENTITY Taylor County Property Appraiser **ID NUMBER** 59-1149022

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			68,341	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				68,341			

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	983,679
361.002	Interest Earned - Savings	280
361.003	Interest Earned - Trust	1

TOTAL REVENUES AND OTHER CREDITS **983,960**

Duplicate this page if additional lines are needed

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
513.1011-513.1023	Personal Services	779774
513.3151-513.5454	Operating Expense	135,945
513.9400	Emergency Contingency	-
		915,719

TOTAL EXPENDITURES AND OTHER DEBITS

Duplicate this page if additional lines are needed

Shawna Beach, CFA - Taylor County Property Appraiser

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

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

October 30th 2023

Dannielle Welch:

2022-2023 Excess Funds.

Shared Revenue- BCC	$67,960.13
Savings Interest	$280.28
Trust Interest	$1.12
Total Excess Funds	**$68,241.53**

Check # 21249

Thank you,
Shawna Beach

STATE OF FLORIDA
CONSTITUTIONAL OFFICERS FINANCIAL REPORT FOR
2022-23

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

RECEIVED

OCT 31 2023

GARY KNOWLES
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, 2023.

(Signature)

Office of Tax Collector

Taylor County

STATE OF FLORIDA
COUNTY OF Taylor
Sworn to and subscribed before me this 31st day

of October, 20 23, by Mark Wiggins

Signature of Notary Public - State of Florida

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

Personally Known X or Produced Identification _____
Type of Identification Produced _____

ELIZABETH ASHLEY MCGUIRE
Commission # HH 185345
Expires March 3, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

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

LIABILITIES	Code	Governmental fund types	Proprietary fund types	Fiduciary fund types	General fixed assets	General long-term debt	Total (memorandum only)
Accounts Payable	2XX			472,632	XXXXXXX	XXXXXXX	
Interfund payables	20X				XXXXXXX	XXXXXXX	
Payables to other governments	208				XXXXXXX		
Other liabilities	23X			27,242	XXXXXXX		
Deposits	220				XXXXXXX	XXXXXXX	
Obligations under reverse repurchase agreements	222				XXXXXXX	XXXXXXX	
Deferred revenue	223				XXXXXXX	XXXXXXX	
Bonded debt payable	25X				XXXXXXX		
Other debt payable	22X				XXXXXXX		
Compensated absences	21X				XXXXXXX		
TOTAL LIABILITIES				499,874			

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		XXXXXXX		XXXXXXX	XXXXXXX	
Fund balance - unreserved	271		XXXXXXX	2,100	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				2,100		XXXXXXX	
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS				501,974			

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

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			536,434	XXXXXXX	XXXXXXX	
Taxes and assessments receivable (net)	11X				XXXXXXX	XXXXXXX	
Accounts receivable (net)	115			251	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	XXXXXXXX				XXXXXXX	
Amount available in debt service	180	XXXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX		
Amount to be provided	181	XXXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX		
TOTAL ASSETS AND OTHER DEBITS				536,685			

(CONTINUED)

FUND GROUP
REVENUES AND EXPENDITURES/EXPENSES

REPORTING ENTITY: TAYLOR COUNTY TAX COLLECTOR ID Number: 62-004

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	368,314
338.002	Shared Revenue - BCC Tax Roll	502,776
341.500	Commissions & Fees	439,897
341.524	Miscellaneous Fees	1,046
361.001	Interest Earned	-
369.001	Other Miscellaneous Revenue	-

TOTAL REVENUES AND OTHER CREDITS 1,312,033

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

Account Number	Description	Amount
513.10	Personal Services	1,054,322
513.30	Operating Expense	223,000
513.60	Capital Outlay	-

TOTAL EXPENDITURES AND OTHER DEBITS 1,277,322

Duplicate this page if additional lines are needed.

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM

MARK WIGGINS, TAX COLLECTOR
TAYLOR COUNTY
OPERATING ACCOUNT
P.O. BOX 30
PERRY, FL 32348

CAPITAL CITY BANK
63-68/631

23583

FRAUDARMOR

DATE
Oct 31, 2023

AMOUNT
$**$34,711.00

Memo: RETURN OF EXCESS FEES 2022-23

PAY TO THE ORDER OF:
Thirty-Four Thousand Seven Hundred Eleven and 00/100 Dollars

BOARD OF COUNTY COMM.
TAYLOR COUNTY COURTHOUSE
PERRY, FL 32347

VOID AFTER 90 DAYS

VALID VALID
VALID VALID
VALID VALID
VALID VALID
VALID VALID

AUTHORIZED SIGNATURE

HEAT SENSITIVE

RECEIVED
OCT 31 2023
GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

STATE OF FLORIDA
CONSTITUTIONAL OFFICERS FINANCIAL REPORT FOR 2022-23

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

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, 2023.

Dana Southerland
(Signature)

Office of Supervisor of Elections

Taylor County

STATE OF FLORIDA
COUNTY OF Taylor
Sworn to and subscribed before me this 30th day

of October, 20 23, by Dana Southerland

Ella M Grubbs
Signature of Notary Public - State of Florida

ELLA M. GRUBBS
Commission # HH 066287
Expires March 23, 2026
Bonded Thru Troy Fain Insurance 800-385-7019

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

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

LIABILITIES	Code	Governmental fund types	Proprietary fund types	Fiduciary Fund types	General fixed assets	General long-term debt	Total (memorandum only)
Accounts Payable	2XX			0	XXXXXXX	XXXXXXX	
Interfund payables	20X				XXXXXXX	XXXXXXX	
Payables to other governments	208				XXXXXXX		
Other liabilities	23X			1,103	XXXXXXX		
Deposits	220				XXXXXXX	XXXXXXX	
Obligations under reverse repurchase agreements	222				XXXXXXX	XXXXXXX	
Deferred revenue	223				XXXXXXX	XXXXXXX	
Bonded debt payable	25X				XXXXXXX		
Other debt payable	22X				XXXXXXX		
Compensated absences	21X				XXXXXXX		
TOTAL LIABILITIES				1,103			

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		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						XXXXXXX	
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS				1,103			

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			27,080	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	XXXXXXXX				XXXXXXX	
Amount available in debt service	180	XXXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX		
Amount to be provided	181	XXXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX		
TOTAL ASSETS AND OTHER DEBITS				27,080			

(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	624,006
341.524	Miscellaneous Fees	1,263
361.001	Interest Earned	21
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	-

TOTAL REVENUES AND OTHER CREDITS 625,290

Duplicate this page if additional lines are needed.

FUND GROUP
REVENUES AND EXPENDITURES/EXPENSES

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

REPORTING FUND GROUP: General - Operating Account

EXPENSES AND OTHER DEBITS
(511 THROUGH 592)

Whole Dollars Only

Account Number	Description	Amount
513.1000	Personal Services	382,106
513.310 - 513.5454	Operating Expense	93,940
513.6400	Capital Outlay	-
513.4959 - 513.1015	Election Expense	123,267

TOTAL EXPENDITURES AND OTHER DEBITS 599,313

Duplicate this page if additional lines are needed.

CONSTITUTI

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

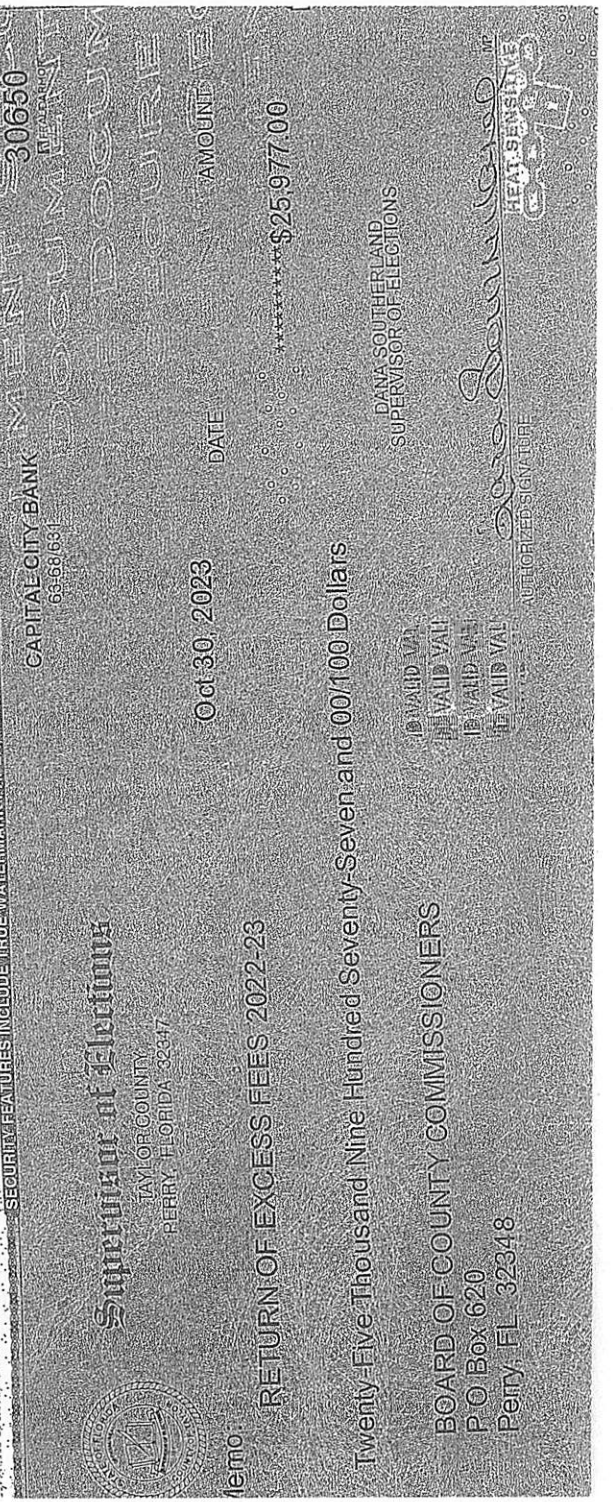
Title of chief financial officer
Supervisor of Elections

Telephone number (850) 838-3515

****

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

Telephone number (850) 838-3517



STATE OF FLORIDA
CONSTITUTIONAL OFFICERS FINANCIAL REPORT FOR
2022-23

Name of governmental unit
Taylor County Sheriff's Office

Address
108 N Jefferson Street Suite 103

Perry FL. 32347
City and zip code

Name of chief financial officer
John Ketring

Title of chief financial officer
CFO

Telephone number (850) 584-4225

****

Person who may be contacted regarding this report.
Name: John Ketring

Telephone number ( )

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, 2023.

(Signature)

Office of TCSO

Taylor County County

STATE OF FLORIDA
COUNTY OF Taylor
Sworn to and subscribed before me this 31st day of October, 2023, by Terri Young

Terri Young

Signature of Notary Public - State of Florida

TERRI J. YOUNG
Commission # HH 386460
Expires April 13, 2027

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

Personally Known X or Produced Identification

Type of Identification Produced

REPORTING ENTITY Taylor County Sheriff's Office **ID NUMBER** 59-6000880

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	3,801			XXXXXXX	XXXXXXX	
Interfund payables	20X				XXXXXXX	XXXXXXX	
Payables to other governments	208				XXXXXXX		
Other liabilities	23X	12,340			XXXXXXX		
Deposits	220				XXXXXXX	XXXXXXX	
Obligations under reverse repurchase agreements	222				XXXXXXX	XXXXXXX	
Deferred revenue	223				XXXXXXX	XXXXXXX	
Bonded debt payable	25X				XXXXXXX		
Other debt payable	22X				XXXXXXX		
Compensated absences	21X				XXXXXXX		
TOTAL LIABILITIES							

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

REPORTING ENTITY Taylor County Sheriff's Office **ID NUMBER** 59-6000880

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		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						XXXXXXX	
TOTAL LIABILITIES, EQUITY AND OTHER CREDITS							

REPORTING ENTITY Taylor County Sheriff's Office **ID NUMBER** 59-6000880

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	153,150			XXXXXXX	XXXXXXX	
Taxes and assessments receivable (net)	11X				XXXXXXX	XXXXXXX	
Accounts receivable (net)	115	$58,572			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	XXXXXXXX				XXXXXXX	
Amount available in debt service	180	XXXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX		
Amount to be provided	181	XXXXXXXX	XXXXXXX	XXXXXXX	XXXXXXX		
TOTAL ASSETS AND OTHER DEBITS							

(CONTINUED)

FUND GROUP
REVENUES AND EXPENDITURES/EXPENSES

REPORTING ENTITY: Taylor County Sheriff's Office ID Number:59-6000880

REPORTING FUND GROUP: General - Operating Account

EXPENSES AND OTHER DEBITS
(511 THROUGH 592)

Whole Dollars Only

Account Number	Description	Amount
001-520-0880	Grants	50,440
001-520-12	Salaries	3,562,970
001-520-14	Overtime	251,432
001-520-15	Incentive	143,378
001-520-21	FICA	296,219
001-520-22	Retirement	936,103
001-520-23	Insurance	1,082,973
001-520-24	Workers Comp	14,434
001-520-31	Professional Fees	92,573
001-520-32	Accounting Service	-
001-520-34	Contract Services	487,071
001-520-35	Investigative Fund	375
001-520-40	Travel Expense	41,782
001-520-41	Communication Expense	76,347
001-520-43	Utility	167,391
001-520-45	Insurance and Bond	222,059
001-520-46	Repair and Maintenance	119,945
001-520-47	Printing and Binding	563
001-520-49	Other Charges and Obligations	42,213
001-520-51	Office Supplies	132,114
001-520-52	Operating Supplies	603,572
001-520-54	Books and Memberships	7,874

TOTAL EXPENDITURES AND OTHER DEBITS 8,331,828

Duplicate this page if additional lines are needed.

FUND GROUP
REVENUES AND EXPENDITURES/EXPENSES

REPORTING ENTITY: Taylor County Sheriff's Office ID Number:59-6000880

REPORTING FUND GROUP: General - Operating Account

REVENUES AND OTHER CREDITS
(311.000 THROUGH 390.000)

Whole Dollars Only

Account Number	Description	Amount
001-338-0521	BCC Revenue	7,640,923
001-338-0592	SRO - School Board	3,000
001-338-0597	Restitution	1,095
001-338-0599	School Board	1,500
001-338-0600	Special Deputies	44,972
001-338-0601	Workers Compensation	37,079
001-338-0604	Misc. Revenue	264,864
001-338-0606	911 Coordinator	83,012
001-338-0607	US Treasury	17
001-338-0610	Inmate Restitution	86
001-338-0617	Investigative Costs	6,917
001-338-0623	Grants	396,812

TOTAL REVENUES AND OTHER CREDITS 8,480,278

Duplicate this page if additional lines are needed.

REORDER 905 U.S. PATENT NO. 5538293, 5575538, 5641183, 5785353, 5984384, 6030000

Vendor No: 1-1 Board of County Commissioners

Our Customer No:

Invoice	Date	Description	Payable	Discount	Net Payable
BCCFINALCHECK23	09.30.2023	Final Check	145,390.31	0.00	145,390.31

RECEIVED
OCT 31 2023
GARY KNOWLES
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

Taylor County Sheriff's Office **Check No: 7872** **09.30.2023** **BK:1** **TOTAL $145,390.31**

STATE OF FLORIDA
CONSTITUTIONAL OFFICERS FINANCIAL REPORT FOR
2022-2023

Name of governmental unit
Taylor County Clerk of Court

Address
108 N. Jefferson Street

City and zip code
Perry, FL 32347

Name of chief financial officer
Gary Knowles

Title of chief financial officer
Clerk of Court

Telephone number (850) 838-3506 ext.113

****

Person who may be contacted regarding this report.
Name: Laura Brock

Telephone number (850) 838-3506 ext.120

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, 2023.

(Signature)

Office of Clerk of Court

Taylor County

STATE OF FLORIDA
COUNTY OF Taylor
Sworn to and subscribed before me this 31st day

of October, 20 23, by Gary Knowles

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 ____

MARTI LEE
Commission # HH 350033
Expires May 16, 2027

FUND GROUP
REVENUES AND EXPENDITURES/EXPENSES

REPORTING ENTITY: TAYLOR COUNTY CLERK OF COURTS ID Number:

REPORTING FUND GROUP: General - Operating Account - Fund 054

REVENUES AND OTHER CREDITS (311.000 THROUGH 390.000) **FY 22/23**

Whole Dollars Only

Account Number	Description	Amount
3380000	Shared Revenue (TCBCC)	1,066,614
3411000	Fees Earned (Recording)	59,523
3419000	Other Charges/Fees	163,964
3481200	Service Charges (CO Criminal)	-
3481300	Court Cost (CO Criminal)	-
3485200	Service Charge (Traffic)	3,215
3540000	Boat Ramp Fees	2,940
3610000	Interest Earnings	1,073
3691010	Misc. Revenue	1,261
3811010	Interfund Transfer	-
2710000	Unreserved Fund Balance	-

TOTAL REVENUES AND OTHER CREDITS 1,298,590

Duplicate this page if additional lines are needed.

FUND GROUP
REVENUES AND EXPENDITURES/EXPENSES

REPORTING ENTITY: TAYLOR COUNTY CLERK OF COURTS ID Number:

REPORTING FUND GROUP: General - Operating Account - Fund 054

EXPENSES AND OTHER DEBITS (511 THROUGH 592) **FY 22/23**

Whole Dollars Only

Account Number	Description	Amount
51000	Personal Services	996,123
53000	Operating Expenses	258,101
56400	Capital Outlay Equipment	8,494
56200	Capital Outlay Buildings	-
56402	Capital Outlay Software	6,000
59999	Transfer to State	-

TOTAL EXPENDITURES AND OTHER DEBITS 1,268,718

Duplicate this page if additional lines are needed.

Clerk of Circuit Court

VENDOR NO. AP011 CHECK NO. 1015771

Account	Purchase Order	Invoice Number	Amount	Description
0179 59102		FY 22/23 EXCESS MONIES	29,872.43	FY 22/23 EXCESS

AP011 TAYLOR CO BRD OF CO COMMISSIONERS

Clerk of Circuit Court
Gary Knowles
Taylor County, FL
P.O. Box 620
Perry, FL 32348
Operating Account

Capital City Bank
Perry, FL 32347

1015771
63-68/631

Date
10/31/23

Amount $ ****29,872.43*

PAY THE SUM OF *****29872* DOLLARS AND 43* CENTS

To the Order of
AP011
TAYLOR CO BRD OF CO COMMISSIONERS
P.O. BOX 620
PERRY FL 32348

PDF Copy Only - Non-Negotiable

Gary Knowles, Clerk of Circuit Court
Taylor County, FL
P.O. Box 620
Perry, FL 32348

TAYLOR CO BRD OF CO COMMISSIONERS
P.O. BOX 620
PERRY FL 32348

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AIRPORT FUND** for the fiscal period ending September 30, 2024, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT FUND** budget for the fiscal year ending September 30, 2024.

Amount	**Account**	**Account Name**
Revenue:		
$ 43,250	003-3344107	FDOT Design/Rehab Apron
Expenditures:		
$ 43,250	0524-01 53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 28th day of November, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Gary Knowles, Clerk-Auditor Chairman

Grant balance at FYE'23 not budgeted in FY24 budget

SUNGARD PENTAMATION, INC.
DATE: 11/06/2023
TIME: 09:31:17

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 1
EXPSTA11

SELECTION CRITERIA: expledgr.key_orgn='0524-01'
ACCOUNTING PERIOD: 1/24

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-003 AIRPORT FUND
FUNCTION-540 TRANSPORTATION
ACTIVITY-542 AIRPORTS
TOTL/DEPT-0524-01 FDOT - DESIGN/REHAB APRON

ACCOUNT	- - - - - TITLE - - - - -	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	50,000.00	50,000.00	.00	.00	50,000.00	.00
56300	CAPITAL/INFRASTRUCTURE	900,000.00	900,000.00	.00	.00	900,000.00	.00
	TOTAL FDOT - DESIGN/REHAB APR	950,000.00	950,000.00	.00	.00	950,000.00	.00
	TOTAL AIRPORT FUND	950,000.00	950,000.00	.00	.00	950,000.00	.00
TOTAL REPORT		950,000.00	950,000.00	.00	.00	950,000.00	.00

Budgeted
amt @
FY'24

993,250.00

000

43,250.00

need to amend
Budget by: 43,250.00

DWebb

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='0524-01'
ACCOUNTING PERIOD: 13/23

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-003 AIRPORT FUND
FUNCTION-540 TRANSPORTATION
ACTIVITY-542 AIRPORTS
TOTL/DEPT-0524-01 FDOT - DESIGN/REHAB APRON

ACCOUNT	- - - - - TITLE - - - - -	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	.00	100,000.00	100,000.00	6,750.00	93,250.00	6.75
56300	CAPITAL/INFRASTRUCTURE	.00	900,000.00	900,000.00	.00	900,000.00	.00
	TOTAL FDOT - DESIGN/REHAB APR	.00	1,000,000.00	1,000,000.00	6,750.00	993,250.00	.68
	TOTAL AIRPORT FUND	.00	1,000,000.00	1,000,000.00	6,750.00	993,250.00	.68
TOTAL REPORT		.00	1,000,000.00	1,000,000.00	6,750.00	993,250.00	.68

Actual balance @ FYE '23

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AIRPORT FUND** for the fiscal period ending September 30, 2024, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT FUND** budget for the fiscal year ending September 30, 2024.

Amount	**Account**	**Account Name**
Revenue:		
$ 1,832	003-3344129	FDOT Wildlife Haz Mgmt Plan
Expenditures:		
$ 1,832	0541-01 53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 28th day of November, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Gary Knowles, Clerk-Auditor Chairman

Grant balance at FYE'23 not budgeted in FY24 budget

SUNGARD PENTAMATION, INC.
DATE: 11/06/2023
TIME: 09:37:54

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn in ('0541-01','0541-02')
ACCOUNTING PERIOD: 1/24

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-003 AIRPORT FUND
FUNCTION-540 TRANSPORTATION
ACTIVITY-542 AIRPORTS
TOTL/DEPT-0541-01 FDOT-WILDLIFE HAZ MGMT PL

ACCOUNT	- - - - - TITLE - - - - -	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	6,000.00	6,000.00	.00	.00	6,000.00	.00
	TOTAL FDOT-WILDLIFE HAZ MGMT	6,000.00	6,000.00	.00	.00	6,000.00	.00

Budgeted amount

Need to amend FY24 Budget by: $1,832

7,831.33
6,000.00
000
1,831.33

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn in ('0541-01','0541-02')
ACCOUNTING PERIOD: 13/23

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-003 AIRPORT FUND
FUNCTION-540 TRANSPORTATION
ACTIVITY-542 AIRPORTS
TOTL/DEPT-0541-01 FDOT-WILDLIFE HAZ MGMT PL

ACCOUNT	- - - - - TITLE - - - - -	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	.00	9,500.00	9,500.00	1,668.12	7,831.88	17.56
TOTAL FDOT-WILDLIFE HAZ MGMT		.00	9,500.00	9,500.00	1,668.12	7,831.88	17.56

actual balance @ FYE '23

DW

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **AIRPORT FUND** for the fiscal period ending September 30, 2024, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **AIRPORT FUND** budget for the fiscal year ending September 30, 2024.

Amount	Account	Account Name
Revenue:		
$ 4,987	003-3314117	FAA Wildlife Haz Mgmt Plan
Expenditures:		
$ 4,987	0541-02 53401	Contractual Services

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 28th day of November, 2024 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Gary Knowles, Clerk-Auditor Chairman

Balance of grant at FYE'23 not budgeted in FY24 budget

✓

SELECTION CRITERIA: expledgr.key_orgn in ('0541-01','0541-02')
ACCOUNTING PERIOD: 1/24

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-003 AIRPORT FUND
FUNCTION-540 TRANSPORTATION
ACTIVITY-542 AIRPORTS
TOTL/DEPT-0541-02 FAA-WILDLIFE HAZ MGMT PLA

ACCOUNT	- - - - - TITLE - - - - -	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	65,500.00	65,500.00	.00	.00	65,500.00	.00
	TOTAL FAA-WILDLIFE HAZ MGMT P	65,500.00	65,500.00	.00	.00	65,500.00	.00
	TOTAL AIRPORT FUND	71,500.00	71,500.00	.00	.00	71,500.00	.00
TOTAL REPORT		71,500.00	71,500.00	.00	.00	71,500.00	.00

Budgeted amount

Need to amend FY'24 Budget By: $4,987

70,486.87
65,500.00
000
4,986.87

SELECTION CRITERIA: expledgr.key_orgn in ('0541-01','0541-02')
ACCOUNTING PERIOD: 13/23

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-003 AIRPORT FUND
FUNCTION-540 TRANSPORTATION
ACTIVITY-542 AIRPORTS
TOTL/DEPT-0541-02 FAA-WILDLIFE HAZ MGMT PLA

ACCOUNT	- - - - - TITLE - - - - -	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	.00	85,500.00	85,500.00	15,013.13	70,486.87	17.56
	TOTAL FAA-WILDLIFE HAZ MGMT P	.00	85,500.00	85,500.00	15,013.13	70,486.87	17.56
	TOTAL AIRPORT FUND	.00	95,000.00	95,000.00	16,681.25	78,318.75	17.56
TOTAL REPORT		.00	95,000.00	95,000.00	16,681.25	78,318.75	17.56

actual balance @ FYE'23

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **DOT - BEACH RD (CR361) FUND** for the fiscal period ending September 30, 2024, 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 **DOT - BEACH RD (CR361) FUND** budget for the fiscal year ending September 30, 2024.

Amount	**Account**	**Account Name**
$207,536	189-3344910	LAP Grant - Revenue
$207,536	0362-53401	DOT - Beach Rd (CR361) 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 28th day of November, 2023 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2024 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Gary Knowles, Clerk-Auditor Chairman

Grant balance at FYE'23 not budgeted in FY'24

√

SUNGARD PENTAMATION, INC.
DATE: 11/15/2023
TIME: 09:11:58

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='0362'
ACCOUNTING PERIOD: 1/24

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-189 DOT - BEACH RD (CR361)
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0362 DOT - BEACH RD (CR361)

ACCOUNT - - - - - TITLE - - - - -	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53401 CONTRACTUAL SERVICES	.00	.00	.00	.00	.00	.00
TOTAL DOT - BEACH RD (CR361)	.00	.00	.00	.00	.00	.00
TOTAL DOT - BEACH RD (CR361)	.00	.00	.00	.00	.00	.00
TOTAL REPORT	.00	.00	.00	.00	.00	.00

Budget @
FY24

need to amend
Budget by

$207,536

DWelch
11/15/23

SUNGARD PENTAMATION, INC.
DATE: 11/15/2023
TIME: 09:11:12

TAYLOR COUNTY BOARD OF COMMISSIONERS
GASB EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='0362'
ACCOUNTING PERIOD: 13/23

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT
TOTALED ON: FUND,TOTL/DEPT
PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-189 DOT - BEACH RD (CR361)
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0362 DOT - BEACH RD (CR361)

ACCOUNT	- - - - - TITLE - - - - -	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
53401	CONTRACTUAL SERVICES	.00	750,473.00	750,473.00	542,937.30	207,535.70	72.35
	TOTAL DOT - BEACH RD (CR361)	.00	750,473.00	750,473.00	542,937.30	207,535.70	72.35
	TOTAL DOT - BEACH RD (CR361)	.00	750,473.00	750,473.00	542,937.30	207,535.70	72.35
TOTAL REPORT		.00	750,473.00	750,473.00	542,937.30	207,535.70	72.35

Balance @ FYE 23

Powell and Jones CPA

1359 SW Main BLVD
Lake City, FL 32024
Phone: 386.755.4200
Fax: 386.719.5504
office@powellandjonescpa.com

October 13, 2023

CONTRACT EXTENSION PROPOSAL - AUDIT & ASSURANCE SERVICES
TAYLOR COUNTY, FLORIDA

As provided in our contract with Taylor County (the County), I am submitting a proposal to extend our audit services contract with the County for an additional three years. The fee includes the full scope of services outlined in the contract including preparation of financial statement, the business-type activities, each major fund, the aggregate remaining fund information, and ongoing support for County commissioners and constitutional officers. This is in conjunction with both inflation and growth in the County's financial operations.

We propose the following audit fees:

Year Ended	Audit Fee ($)
9/30/2023	64,000
9/30/2024	67,000
9/30/2025	70, 000

ADDITIONAL SERVICES
Federal or state single audit services for the major programs of the County, in accordance with applicable auditing standards and requirements. These services are assumed and have been included in the proposed audit fee above.

RIGHT TO TERMINATE
The County has the right to cancel this contract after completion of any given audit period if the County becomes dissatisfied with our services or if sufficient funds are not available.

The County's only financial responsibility to us upon termination is to pay for all services completed to date and provide reasonable notice of termination.

Renewal
At the end of the term of this proposal, our services may be renewed annually. Future fees will be at the prior year fee plus an adjustment for CPI-U unless otherwise agreed upon by both parties.

We appreciate the opportunity to be of continued service to the County. If you have any questions, please let us know. If you agree to the terms of this contract extension, please sign below.

_____ Board of County Commissioners

_____ Clerk of the Circuit Court

_____ Auditor, Powell & Jones CPA

Agreement Number: Z3914

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for DR - 4734 - Hurricane Idalia

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name:	Taylor County
Subrecipient's unique entity identifier:	
Federal Award Date:	09/01/2023
Subaward Period of Performance Start and End Date (Cat A-B):	08/31/2023 - 2/29/2024
Subaward Period of Performance Start and End Date (Cat C-G):	08/31/2023 - 2/28/2025
Amount of Federal Funds Obligated by this Agreement:	N/A
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	
Federal award project description (see Federal Funding Accountability and Transparency Act (FFATA):	Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.
Name of Federal awarding agency:	Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)
Name of pass-through entity:	Florida Division of Emergency Management (FDEM)
Contact information for the pass-through entity:	2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100
Assistance Listing Number (Formerly CFDA Number):	97.036
Assistance Listing Program Title (Formerly CFDA program Title):	Disaster Grants - Public Assistance (Presidentially Declared Disasters)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Taylor County (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Division and the Subrecipient to allow the Division to pay grant funds to the Subrecipient.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Subrecipient performance; and

ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name	Jennifer Stallings
Title	Finance & Administration Manager
Bureau of	Recovery
Address:	Florida Division of Emergency Management
	2555 Shumard Oak Blvd.
	Tallahassee, FL 32399-2100
Telephone:	(850) 815-4458
Email:	Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: _____

Address: _____

_____

Telephone: _____

Email: _____

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

e. Systems Access: It is the Subrecipient's responsibility to maintain current active users in the Division's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4734 - Hurricane Idalia Payments to Subrecipients are contingent upon the granting of budget authority to the Division.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not**

apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

(10) PAYMENT

a. The payment method used by the Division is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.

b. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

(11) REPAYMENTS

a. Refunds or repayments of obligated funds may be paid to the Division through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Division to off-set against other obligated projects where deemed appropriate. In accordance with Chapter 255, Florida Statutes, the Subrecipient has 30 days to repay the funds from the issuance of the invoice from the Division. The Division may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

(12) RECORDS

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient

to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

(13) AUDITS

a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.

b. As required by 2 CFR § 200.337(a), "The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient's] personnel for the purpose of interview and discussion related to such documents." The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).

c. As required by 2 CFR § 200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

(14) REPORTS

a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. The Subrecipient agrees to submit quarterly reports to the Division no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the closeout of each project in the Division's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by the Division or the Federal awarding agency.

(15) MONITORING

a. The Division shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Division as authorized by 2 CFR § 200.332(a)(2).

(16) LIABILITY

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(17) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Division and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(18) PROCUREMENT

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: https://www.fema.gov/grants/procurement.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal

funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Attachment A – Certification Regarding Debarment

ii. Attachment B – Systems Access Form

iii. Attachment C – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: Taylor County

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Governor's Authorized Representative

Date: _____

Attachment A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and

3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:

a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____
Signature

_____
Name and Title

591 US Highway 27 East
Street Address

Perry, FL, 32347
City, State, Zip

_____
Date

Taylor County
Subrecipient's Name

Z3914
DEM Contract Number

Attachment B

SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to RPA.Help@em.myflorida.com.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Contact" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

Block 3: "Alternate Contact" – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Taylor County

Box 1: Authorized Agent (Full Access)	**Box 2: Primary Contact** (Full Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 3: Alternate Contact (Full Access)	**Box 4: Other-Finance/Point of Contact** (Full Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 5: Other-Risk Mgmt-Insurance (Full Access)	**Box 6: Other-Environmental-Historic** (Full Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

_____

Subrecipient Authorized Representative Signature

_____

Date

SYSTEMS ACCESS FORM (CONTACTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Subrecipient: Taylor County **Date:**

Box 7: **Other** (Read Only Access)	**Box 8:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 9: **Other** (Read Only Access)	**Box 10:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address
Box 11: **Other** (Read Only Access)	**Box 12:** **Other** (Read Only Access)
Name	Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** **Day:**

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000879

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 123-99123-00

Attachment C
Certification Regarding Lobbying

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Subrecipient or contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Subrecipient/contractor's Authorized Official

_____
Name and Title of Subrecipient/contractor's Authorized Official

_____
Date

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	COMMISSIONERS TO RATIFY THE COUNTY ADMINISTRATOR'S APPROVAL OF CHANGE ORDER NO. 2 WITH ANDERSON COLUMBIA FOR THE LOCAL AGENCY PROGRAM SAFETY IMPROVEMENT PROJECT ALONG BEACH RD (CR 361) FROM PERRY TO STEINHATCHEE.
MEETING DATE REQUESTED:	November 28, 2023

Statement of Issue: Several areas of the Beach Road (CR 361) Highway Safety Improvement Project from Steinhatchee to its intersection with US HWY 19/98 at the north end experienced damage due to the Hurricane Idalia event.

Recommended Action: The Board should ratify the County Administrator's approval of Change Order No. 2 in the amount of $58,082.84 with Anderson Columbia for the Beach Road (CR 361) Highway Safety Improvement Project to address damage associated with Hurricane Idalia repairs.

Fiscal Impact: FISCAL YR 2023/24 - $58,082.84 Federal Funding

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: On March 1, 2019 and in coordination with Element Engineering, Staff submitted an application under the Federally Funded Highway Safety Improvement Program to address issues contributing to various historical crashes along the Beach Road roadway. On January 3, 2023, the Board of County Commissioners reviewed and approved a request from FDOT for the $745,473 construction phase Local Agency Program agreement. The Project was advertised, awarded to Anderson Columbia and was nearly finished when Hurricane Idalia made landfall on August 30, 2023. This storm event caused considerable damage to various signs and primarily the just-reconstructed guardrail section in Steinhatchee.

The proposed Change Order was reviewed by Staff, CONSOR Engineers (Project CEI) , FDOT and the FHWA. Those reviews found the Change Order reasonable and acceptable for Federal funding reimbursementwith no obligation for Local funding support. Therefore, Staff recommends that the Board ratify the County Administrator's approval of Change Order No. 2.

Options:

1) Ratify the County Administrator's approval of Change Order No. 2 with Anderson Columbia in the amount of $58,082.84.

2) Deny the proposed ratification and state reasons for such denial.

Attachments:

Change Order No. 2

District Two Local Agency Change Order Request Change Order Number 02

Financial Project Number: 445563-1-58-01 Contract Number: G2G59
Project Description: CR 361, Beach Road
Local Agency: Taylor County

Original Contract Amount:	$537,000.00
Change in Contract Amount-CO #1:	$34,512.96
Change in Contract Amount-CO #2:	$58,082.84
Present Contract Amount:	$629,595.80

Original Contract Days:	60 days
Change in Contract Days-CO #1:	25 days
Change in Contract Amount-CO #2:	109 days
Present Contract Days:	194 days

Change due to Design Error or Omission Yes No X

Description of Changes:

1. This project received a direct hit from hurricane Idalia. The Guardrail, Signs, and Misc Asphalt were damaged during the storm and need repairs to be fully functional.

The work added consists of the following:

East Side:

- Remove and reset approximately 145LF of Guardrail.
- Reconstruct Embankment from approx. station 22+15 to 22+70. Estimated at 40 CY of Embankment.
- Remove damaged Misc. Asphalt from under guardrail and surrounding area. Replace with new Misc. Asphalt from Begin Guardrail to Radius Point. Estimated at 20 Tons.
- Grade and sod all disturbed areas: estimated at 25 SY.
- Reset Delineator / Object Marker.

West Side:

- Remove Sea Grass from under and behind Guardrail.
- Trim Cabbage Palms behind Guardrail.
- Re-grade and sod disturbed areas. Estimated at 28 SY.
  Repair Misc Asphalt in Radius of Guardrail approx. station 22+65. Estimated at 2 Tons.
- Replace Speed limit Sign Assembly sta. 22+00.

2. Adds 20 Non-Compensable Contract Days for the added work associated with Hurricane Idalia repairs.
3. Adds 89 Weather days / Recovery Days for Pre and Post Hurricane Idalia. These days were necessary Pre-Hurricane to allow for evacuation and public utilities to prepare for the storm. Post Hurricane these days were needed to allow debris removal crews and restoration crews unobstructed access through the entire length of this project.

Justification for Changes

1. These repairs are needed for the project to be fully functional after the damage caused by Hurricane Idalia.
2. Adds the following Weather / Recovery Days:
   - 89 Weather Days / Recovery Days During the Period 7/17/23 to 11/8/2023.
3. Adds 20 Days to complete the repairs caused by Hurricane Idalia.

Resources/ Materials

Item No.	Item Description	Quantity	Unit Price	Total Additional Cost
120-6	Embankment	40 CY	$479.32	$19,172.80
339-1	Miscellaneous Asphalt Pavement	22 TN	$732.71	$16,119.62
538-1	Guardrail-Roadway Reset	145 LF	$38.38	$5565.10
110-1-1	Clearing and Grubbing	1 LS	$11,068.64	$11,068.64
570-1-2	Performance Turf, Sod	53 SY	$3.67	$194.51
700-1-11	Single Post Sign Up To 12SF	9 AS	$458.63	$4127.67
700-1-50	Single Post Sign Relocate Reset	15 AS	$122.30	$1834.50
	Estimated Total Change Cost			$58,082.84

Kenneth Dudley Digitally signed by Kenneth Dudley Date: 2023.11.17 11:23:53 -05'00'

Local Agency Representative — Date: 11/17/2023

District Two Program Administrator — Date

Contractor — Date

11

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	COMMISSIONERS TO REVIEW AND APPROVE ADVERTISING FOR THE PROPOSED WIDENING/RESURFACING OF 1ST AVENUE SOUTH UNDER THE FDOT SMALL COUNTY OUTREACH AND COUNTY INCENTIVE GRANT PROGRAMS.
MEETING DATE REQUESTED:	November 28, 2023

Statement of Issue: Under the direction of the Board, a plans and specifications package was preapred for the improvement of 1st Avenue South under the Florida Department of Transportation's Small County Outreach and County Incentive Grant Programs. This information will be presented as a Request For Proposals and will be advertised upon receiving required approval.

Recommended Action: The Board should approve soliciting RFPs for the proposed 1st Avenue South widening/resurfacing scope of work to be received on January 5, 2024, and opened January 8, 2024. Subsequent award consideration of received proposals will be contingent upon available funding.

Fiscal Impact: FISCAL YR 2023/24 - $2,138,984 Funding remaining

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: By the direction of the Board, plans and specifications for the improvement of 1st Avenue South from Riverside Drive (SR 51) at its West end to 15th Street East/Riverside Drive (SR 51) at its East end under the FDOT's Small County Outreach and County Incentive Grant Programs were prepared. These plans and specifications have been incorporated into a Request for Proposals (RFP) package that will be advertised upon receiving Board approval. The project consists of furnishing all needed materials, equipment, labor and supervision to widen and resurface the approximate 1.19 miles of roadway from 18/20 ft to 24 ft wide. Beyond reconstruction, widening and resurfacing, the improvements also include safety modifications, drainage improvements, sidewalk, pavement markings and signage, along with other associated work as more fully detailed in the plans and specifications.

The Board entered into and approved a Reimbursement Agreement with FDOT in the amount of $2,607,508 for the 1st Avenue South project. With only $2,138,984 unencumbered of the original funding and the estimated CEI and construction cost, Staff is concerned and has relayed to FDOT that the remaining funding may 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. Nonetheless, Staff will discuss the funding issue with FDOT once the Board has received known proposals and not calculated estimates.

Once the Board has approved the proposed scope of work, Staff will solicit for proposals to be received on January 5, 2024, and opened at the January 8, 2024, regular Board meeting. Subsequent award will be considered after comparing known Bids to available funding.

Options:

1) Aprove the proposed scope of work for advertisement to solicit RFPs.

2) Revise the proposed scope of work prior to advertising for RFPs.

3) Consider a proposal that represents Taylor County's best interest as determined by the Board of County Commissioners.

Attachments:

Proposed Request for Proposal package
Construction Plans (Roadway Plan Views and Quantities)

BID DOCUMENTS

1st Avenue Southeast Road Widening/Resurfacing FDOT SCOP/CIGP Project

Taylor County, Florida

2016-002-ENG

November 2023

Prepared for:

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

Prepared by:

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

Causseaux, Hewett & Walpole, Inc.
11801 Research Drive
Alachua, Florida 32615
352.331.1976

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Standard General Conditions
Supplementary Conditions

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PART 5 – DRAWINGS (Bound Separately)

PART 1 – BIDDING REQUIREMENTS

JAMIE ENGLISH District 1 | JIM MOODY District 2 | MICHAEL NEWMAN District 3 | PAM FEAGLE District 4 | THOMAS DEMPS District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

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

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

INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed proposals for construction of the ***1st Avenue Southeast 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 1st Avenue Southeast 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 5, 2024**. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 6:00 P.M. local time, or as soon thereafter as practical, on **January 8, 2024**, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

RFP information **MUST** be obtained on-line from the following County Web Site address:
https://www.taylorcountygov.com/government/county_bids/index.php

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

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

Additional Information may be obtained from:
Taylor County Engineering Department
201 East Green Street
Perry, FL 32347
850-838-3500

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

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - DEFINED TERMS

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.* Bid documents for this project are only available via download from the following web site: www.taylorcountygov.com/government/county_bids/index.php.

B. *Bidder/Respondent*-- One who responds to this Solicitation by submitting 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

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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*

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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;

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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 Due to recent Florida Governor's Executive Order(s), a pre-Bid conference will not be scheduled for this project. Bidders shall submit all requests for additional information and clarification in writing by email to Engineer at county.engineer@taylorcountygov.com by *5:00 P.M.* local time on Wednesday, December 20, 2023. Engineer will post on the Project Bidding Web site and transmit to all known prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising from such requests on Wednesday, December 27, 2023. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

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

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

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

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

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

ARTICLE 8 - BID SECURITY

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

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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.

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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. Drug-Free Workplace Form

[H. Valid Business/Contractor Licensing/Registration Information

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

[J. 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.]

[K. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)

[L. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)

[M. List of Three Most Recent Project References (Include: Project Specifics, 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 "***Slaughter Road Widening/Resurfacing***." Hand deliveries and mailed Bids shall be addressed to Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347. Bids submitted by Overnight delivery shall also be delivered to the physical address of the Clerk of Court: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.

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

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

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

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

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

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

ARTICLE 17 - OPENING OF BIDS

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

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ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

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

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

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

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

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

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

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

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

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

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ARTICLE 21 - SIGNING OF AGREEMENT

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

ARTICLE 22 - SALES AND USE TAXES

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

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

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

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

ARTICLE 23 - RETAINAGE

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

ARTICLE 24 - CONTRACTS TO BE ASSIGNED

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

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

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BID FORM

Slaughter Road Widening/Resurfacing

2016-012-ENG

TABLE OF ARTICLES

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.	Addendum Date
_____	_____
_____	_____

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B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

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

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.

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

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

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

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

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

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

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ARTICLE 5 – BASIS OF BID

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

1st Avenue Southeast Widening/Resurfacing Project

Total Lump Sum Bid Price	_____	$_____
270 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. Drug-Free Workplace Form

H. Valid Business/Contractor Licensing/Registration Information

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

J. 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.

K. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)

L. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)

M. List of Three Most Recent Project References (Include: Project Specifics, 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): _____

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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 _____

_____

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Phone No. _____ Fax No. _____

SUBMITTED on _____, 20_____.

State Contractor License No. _____. (If applicable)

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HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

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

1st Avenue Southeast Widening/Resurfacing
Taylor County, Florida

Contract: The intent of this contract is to secure all labor and equipment required for the 1st Avenue Southeast Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18/20 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, extending, removing, replacing and adding stormwater culverts, sidewalks, signage and pavement markings as more fully detailed in the project plans and specifications.

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

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

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

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

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

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

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

DONE AND EXECUTED this _____ day of _____, _____.

WITNESS:

_____ _____
(Signature)

_____

STATE OF FLORIDA
COUNTY OF TAYLOR

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

Witness my hand and official seal this ____ day of _____, _____.

_____
NOTARY PUBLIC

My Commission Expires:_____

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

by_____.

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No._____

   for_____

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

   Whose business address is_____

   _____and

   (if applicable) its Federal Employer Identification Number (FEIN) is_____,
   (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn

   statement:_____.)

3. My name is _____ and my relationship to the entity

   name above is_____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   a. A predecessor or successor of a person convicted of a public entity crime: or
   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, share holders, employees, members, or agents who are active in management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____ _____
(Signature) (Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)
who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day

of _____, _____.

_____
NOTARY PUBLIC

My commission expires: _____

NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

_____ being first duly sworn, deposes and says that:

(1) He/She/They is/are the _____ of
(Owner, Partner, Officer, Representative or Agent)
_____, the Bidder that has submitted the attached Bid;

(2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

_____ By:_____
Witness Signature

_____ _____
Witness Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)
On this the _____ day of _____, _____, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name(s) of individual(s) who appeared before notary)_____ and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal. _____
Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

_____
(Name of Notary Public: Print, Stamp or type as commissioned)

____Personally known to me, or ____ Did take an oath, or

____Personal identification: ____ Did Not take an oath.

_____
Type of Identification Produced

DRUG-FREE WORKPLACE FORM

The undersigned in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Individual/Business/Consultant)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (l), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Individual/Business/Consultant complies fully with the above requirements.

_____
Signature

_____ _____
Printed Name Corporate Title

_____
Date

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:

1st Avenue Southeast Widening/Resurfacing Contract: The intent of this contract is to secure all labor and equipment required for the 1st Avenue Southeast Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18/20 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, extending, removing, replacing and adding stormwater culverts, sidewalks, 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:

Causseaux, Hewett & Walpole, Inc.
11801 Research Drive
Alachua, Florida 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.

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ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 260 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 270 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof or calculation, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner an amount consistent with Section 8-10 of the FDOT Standard Specifications for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner an amount consistent with Section 8-10 of the FDOT Standard Specifications for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

4.04 Correction Period/Warranty

A. The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a three-year period after the date of final acceptance.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A below:

A. For all Work other than Unit Price Work, a Lump Sum of:

_____ ($_____)
(words) (numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

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A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 95% percent of Work completed (with the balance being retainage); and

b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% percent of the Work completed, less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with Paragraph 14.02.B.5 of the General Conditions and less Five percent (5%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of Zero percent (0%) per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

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

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any

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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 Documents.
6. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (see plan set)
7. Drawings consisting of 142 sheets with each sheet bearing the following general title: *1st Ave SE* [or] the Drawings listed on attached sheet index.
8. Florida Department of Transportation Standard Plans for Road and Bridge Construction (see plan set)
9. Addenda (numbers _____ to _____, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages _____ to _____, inclusive).
    b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
    c. Contractor's and Subcontractor's Valid Business/Contractor Licensing/Registration Information..

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11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

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

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Preference To State Residents

A. Chapter 2010-147, Section 50, Laws of Florida, providing for preference to residents of the State of Florida, is hereby made a part of this Contract: Each contract that is funded by state funds must contain a provision requiring the contractor to give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. As used in this Section, the term "substantially equal qualifications" means the qualification of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.

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10.06 Public Records Provision

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

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

10.07 Indemnification and Insurance

A. To the extent provided by law, Contractor, Subcontractor(s), Consultant(s), or Subconsultant(s) shall indemnify and hold harmless Owner and the State of Florida, Department of Transportation, including their respective officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, Subcontractor(s), Consultant(s), or Subconsultant(s) and other persons employed or utilized by the Contractor, Subcontractor(s), Consultant(s), or Subconsultant(s) in the performance of this Contract.

B. This indemnification shall survive termination of this Contract.

10.08 Other Provisions

A. Venue for disputes arising from this contract shall be Taylor County, Florida.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

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

OWNER:

Taylor County Board of County Commissioners

By: LaWanda Pemberton

Title: County Administrator

[COUNTY SEAL]

Attest: Gary Knowles

Title: Taylor County Clerk of Court

Address for giving notices:

108 North Jefferson St., Suite 102, Perry, FL 32347

OR

P.O. Box 620, Perry, FL 32348

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

CONTRACTOR:

_____

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

_____

_____

_____

License No.: _____
(Where applicable)

Agent for service or process: _____

_____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

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BID BOND

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

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
108 NORTH JEFFERSON ST.
PERRY FL, 32347

BID
Bid Due Date: January 1, 2024

Project (Brief Description Including Location): *1st Avenue Southeast Widening/Resurfacing Contract:* The intent of this contract is to secure all labor and equipment required for the 1st Avenue Southeast Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18/20 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, extending, removing, replacing and adding stormwater culverts, sidewalks, 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

_____ (Seal)
Bidder's Name and Corporate Seal

By: _____
Signature and Title

Attest: _____
Signature and Title

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

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

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): *1st Avenue Southeast Widening/Resurfacing Contract:* The intent of this contract is to secure all labor and equipment required for the 1st Avenue Southeast Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18/20 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, extending, removing, replacing and adding stormwater culverts, sidewalks, signage and pavement markings as more fully detailed in the project plans and specifications

BOND
Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

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

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

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

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

Attest: _____
Signature and Title:

EJCDC No. C-610 (2002 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;

2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or

2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)

PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
108 NORTH JEFFERSON ST.
PERRY FL, 32347

CONTRACT
Date:
Amount:
Description (Name and Location): *1st Avenue Southeast Widening/Resurfacing Contract:* The intent of this contract is to secure all labor and equipment required for the 1st Avenue Southeast Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18/20 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, extending, removing, replacing and adding stormwater culverts, sidewalks, 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.)

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

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

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

_____ (Seal)
Surety's Name and Corporate Seal

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

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker:
Owner's Representative (engineer or other party):

PART 3 – CONDITIONS OF THE CONTRACT

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

ACEC
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National Society of Professional Engineers
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ASCE American Society of Civil Engineers

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AMERICAN COUNCIL OF ENGINEERING COMPANIES

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Knowledge for Creating and Sustaining the Built Environment

Construction Specifications Institute

EJCDC C-700 Standard General Conditions of the Construction Contract.
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the Scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or

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circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

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

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a

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responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. *Intent of Certain Terms or Adjectives*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

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

D. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor,

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"provide" is implied.

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

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

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

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

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1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

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

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

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

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A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the

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Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the Scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree

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as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the Scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone

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directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically

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required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers,

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directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order .

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools,

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appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

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a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified , and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued . No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

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C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and

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Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

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C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:* Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written

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certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or

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relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other

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contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

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8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment , a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

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D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency

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as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general Scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items,

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and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be

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considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation , overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

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A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

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D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

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D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the

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acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon

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Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

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14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the

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Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

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15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such

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suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following:

A. Owner shall furnish to Contractor up to three printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

A. No reports on drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.

B. Not Used.

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

a.	*State*	*Statutory*
b.	*Applicable Federal (e.g., Longshoreman's)*	*Statutory*
c.	*Employer's Liability*	*$100,000*

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

a.	*General Aggregate*	*$1,000,000*
b.	*Products – Completed Operations Aggregate*	*$1,000,000*
c.	*Personal and Advertising Injury*	*$1,000,000*
d.	*Each Occurrence (Bodily Injury and Property Damage)*	*$1,000,000*
e.	*Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.*	
f.	*Excess or Umbrella Liability*	
	1) General Aggregate	*$1,000,000*
	2) Each Occurrence	*$1,000,000*

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

a.	*Bodily Injury:*	
	1) Each person	*$1,000,000*
	2) Each Accident	*$1,000,000*
b.	*Property Damage:*	
	1) Each Accident	*$ 500,000*
c.	*Combined Single Limit of*	*$1,000,000*

4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

a.	*Bodily Injury:*	
	1) Each Accident	*$1,000,000*
	2) Annual Aggregate	*$1,000,000*
b.	*Property Damage:*	
	1) Each Accident	*$1,000,000*
	2) Annual Aggregate	*$1,000,000*

5.04.B.1. Additional Insureds:

Taylor County Board of County Commissioners

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

H. The Contractor shall not award work valued at more than forty (40%) percent of the Contract Amount to Subcontractor(s), without prior written approval of the Owner.

SC-6.10 Add a new paragraph immediately after Paragraph 6.10.A:

B. Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner.

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

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

SC-6.13

Permits secured from the County, City, Florida Department of Transportation, Florida Department of Health, Suwannee River Water Management District, Army Corp of Engineers or the Florida Department of Environmental Protection and specific requirements shall be strictly adhered to, including all requirements for the protection of wetlands and Manatees, if applicable.

SC-9.03.A. Add the following language at the end of paragraph 9.03.A:

1. *The County will provide Project Representative services for this project. All work performed for this project shall be inspected by an authorized representative of the Board of County Commissioners of Taylor County on a five day, 8:00 a.m. ~ 5:00 p.m., Monday through Friday work week, excluding County-designated holidays. If weekend work becomes necessary, it must be authorized by the County's representative at least three days prior to scheduling of such work.*

   a. *The authorized representative shall be given no less than 24 hours prior notice of the expected time and date of pertinent aspects of this project to include, but not be limited to, concrete pours, material deliveries, lane closures etc.*

   b. *The following individuals, in the listed order, will be the responsible agent(s) for the County:*

      Kenneth Dudley, County Engineer
      Hank Evans, Public Works Department Director
      LaWanda Pemberton, County Administrator

SC-14.02.A.3 Add the following language at the end of paragraph 14.02.A.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:

1. *The Application for Payment with Engineer's recommendations will be presented to the County for consideration. If the County finds the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 14.02.D will become due thirty days after the Application for Payment is presented to the County, and the County will make payment to the Contractor.*

SC-16

The venue for all disputes shall be Taylor County, Florida.

PART 4– SUPPLEMENTAL SPECIFICATIONS

SUPPLEMENTAL SPECIFICATIONS

1. The Taylor County Board of County Commissioners is improving 1st Avenue Southeast under the terms of an FDOT SCOP/CIGP Agreement. Such improvements include widening and resurfacing an existing approximately 18/20 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, extending, removing, replacing and adding stormwater culverts, sidewalks, signage and pavement markings, as more fully detailed in the project plans and specifications.

2. This project shall be completed in accordance with "Florida Department of Transportation (FDOT) Standard Plans for Road and Bridge Construction", latest edition or "FDOT Standard Specifications for Road and Bridge Construction", latest edition and as amended or supplemented by these specifications, plans and Contract documents. In the event of conflicting provisions within the contract documents, the more restrictive requirement or provision as determined by the County shall prevail and be binding.

3. FDOT MODIFICATIONS - When "FDOT Standard Plans for Road and Bridge Construction" or "FDOT Standard Specifications for Road and Bridge Construction" refers to FDOT, Engineer, Department, Inspector, these items shall refer to Taylor County Engineer or authorized representative. When "FDOT Standard Plans for Road and Bridge Construction" or "FDOT Standard Specifications for Road and Bridge Construction" refers to Laboratory this item refers to an independent properly licensed testing lab selected by Contractor with approval of County and fully compensated by Contractor.

4. FDOT SPECIFICATIONS – When the specifications refer to the State of Florida or officials of the State it shall be interpreted as the County Commissioners or their authorized representative.

5. WARRANTY - The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a three-year period after the date of final acceptance. The Performance Bond for this project may be reduced to 75% of the contract amount after completion of the first year of warranty and then further reduced to 50% for the final year.

6. All materials used shall meet all requirements of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and methods of construction shall meet all requirements of the Florida Department of Transportation FDOT Standard Plans for Road and Bridge Construction, latest edition. Materials testing for this project shall be performed by an independent properly licensed testing lab selected by the Contractor with approval of the County and compensated by the Contractor. Results of required testing shall be forwarded and approved prior to covering work and prior to acceptance for payment.

7. The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout shall be done using competent and experienced personnel under the supervision of a Land Surveyor registered in the State of Florida at the Contractor's expense. Control points established by the Owner and disturbed by the Contractor will be replaced by the Contractor at his expense. Survey monuments or markers which will be removed by construction shall be properly referenced to the right-of-way line prior to removal. Reference points shall be installed and documentation provided to the County upon project completion.

8. Once each phase of this project begins, the Contractor shall maintain asphalt application efforts at one location at a time. Taylor County shall provide one (1) authorized representative to be on site during asphalt application. All material tickets shall be presented to this representative at time of delivery and indicate required information (FDOT #, Tonnage, Temp, etc.).

9. Material Testing and Sampling shall be completed as required by the FDOT Standard Specifications, these Supplemental Specifications and the Construction Plans. Additional random material samples shall be collected and tests run at the discretion of Taylor County's authorized representative as part of the mandatory testing requirements. All asphalt testing shall be based on a 2,000 ton Lot size.

10. Unless otherwise authorized, regulate paving machine speed to no more than 70 feet-per-minute to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.

11. Offset longitudinal joints in successive asphalt courses a minimum of 4 inches. Offset lateral joints in asphalt courses a minimum of 24 inches.

12. LIMEROCK BASE: There shall be no adjustment or extra payment for additional width or thickness of base material.

13. PRIME COAT: A prime coat shall be applied to the finished base course prior to the application of asphalt courses at the rate of 0.10 gallon per square yard per asphalt course application. Asphalt Emulsion Prime (AEP) is the preferred Prime material. Use of EPR-1 will be permitted as a Prime Coat with submission of a FDOT pretest certification and when diluted at no less than a 3:1 water ratio and applied at 0.2~0.25 gal/sy. Unless otherwise authorized, NTSS-1hm, Trackless Tack, will not be permitted as a prime material. Prime coat shall include an approved cover material and be allowed to cure a minimum of 24 hours before paving commences.

14. 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.

15. Correct all Asphalt areas in accordance with FDOT Standard Specification 330-9.5 that are beyond +/- 10% of the Target Asphalt Spread Rate, Outside Table 330-3 Cross Slope Tolerances or beyond +/- 3/16" (H/L) as measured by the rolling Straight Edge.

16. SODDING {Performance Turf (SOD)}: Sod shall be rolled Bermuda. Approved areas not readily accessible around Concrete Structures may be pallet sod. Sod shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition. Sod may be required to match adjacent type in and around residential properties.

17. Unless noted otherwise, roadway improvements shall include providing & installing OM2V at each approach side of all cross-drains throughout the projects limits.

18. Unless noted otherwise, all D3 Street name signage shall use a 9 inch high sign with 6 inch uppercase and 4.5 inch lower case lettering. Public Street names shall be placed on a green sign with white lettering and border. Private Streets shall use a blue background sign with white lettering and border. Bottom (Side Road) D3 sign shall be post mounted. Main-line Road D3 sign will mount on top of Side Road D3 sign.

19. CONCRETE: Unless noted otherwise, all concrete shall use one of the curing materials consistent with Section 925, FDOT Specifications, latest edition.

PART 5 – DRAWINGS (BOUND SEPARATELY)

12

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to approve Notice to Bidders for the Concrete Apron Rehabilitation – Phase 2 at Perry-Foley Airport.**
MEETING DATE REQUESTED:	**November 28, 2023**

Statement of Issue: Board to review and approve Notice to Bidders for the Concrete Apron Rehabilitation Project at Perry- Foley Airport.

Recommended Action: Approve Notice to Bidders

Fiscal Impact: The project is 100% grant funded.

Budgeted Expense: The project is 100% grant funded and is included in the FY 2023-2024 budget.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Concrete Apron Rehabilitation at Perry-Foley Airport includes the removal and replacement of concrete joints, removal and replacement of damaged concrete pavement, and miscellaneous concrete rehabilitation work on the Apron at Perry-Foley Airport. The project is100% grant funded. AVCON, Inc. provided all design, and engineering of the project and will provide all project management services.

Attachments: Notice to Bidders

COMPONENTS OF CONTRACT PLANS SET
ROADWAY PLANS
SIGNING AND PAVEMENT MARKING PLANS
WETLAND SURFACE WATER IMPACT PLANS

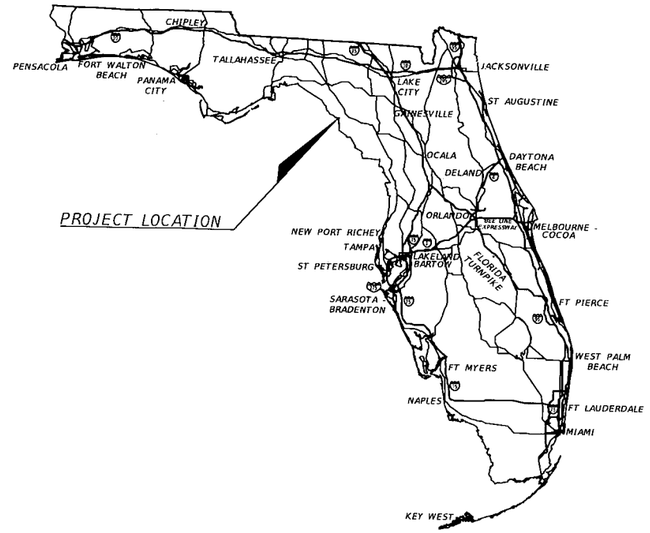
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

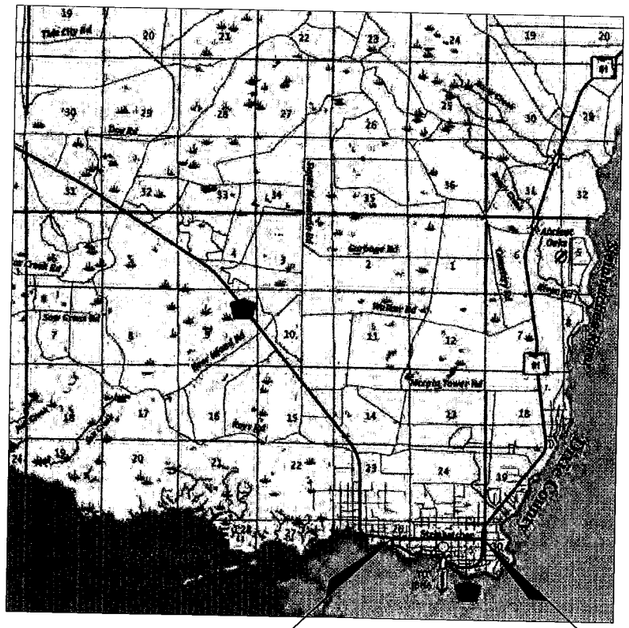
CONTRACT PLANS

FINANCIAL PROJECT ID 439669-1-54-01

TAYLOR COUNTY (38)

1ST AVE SE





FINAL PLANS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SIGNATURE SHEET
3	SUMMARY OF PAY ITEMS
4-5	DRAINAGE MAPS
6	GENERAL NOTES
7-8	TYPICAL SECTIONS
9	SPECIAL DETAIL SHEET
10	PROJECT CONTROL
11	PROJECT LAYOUT
12-24	ROADWAY PLAN AND PROFILE SHEETS
25-36	SPECIAL PROFILE SHEETS
37-42	DRAINAGE STRUCTURES
43-53	ROADWAY SOIL SURVEY
54-97	CROSS SECTIONS
98	STORMWATER POLLUTION PREVENTION NOTES
99-100	TRAFFIC CONTROL PLAN SHEETS
101	DETOUR PLAN
102	BOX CULVERT DATA TABLE
103	REINFORCING BAR SCHEDULE (1 OF 2)
104	REINFORCING BAR SCHEDULE (2 OF 2)
1of8 - 8of8	CONCRETE BOX CULVERT DETAILS
SQ-1 - SQ-4	SUMMARY OF QUANTITIES
UA-1 - UA-6	UTILITY ADJUSTMENT PLANS
S-1 - S-16	SIGNING AND PAVEMENT MARKINGS PLANS
WL-1 - WL-4	WETLAND SURFACE WATER IMPACT SHEETS

GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY2022-23 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:
https://www.fdot.gov/design/standardplans/sprbc.shtm

Standard Plans for Bridge Construction are included in the Structures Plans Component.

GOVERNING STANDARD SPECIFICATIONS:
Florida Department of Transportation, July, 2022 Standard Specifications for Road and Bridge Construction at the following website:

http://www.fdot.gov/programmanagement/Implemented/SpecBooks

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.

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
T-0000	23	1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

SUMMARY OF PAY ITEMS

ITEM No.	LUMP SUM ITEM	UNIT	QUANTITY
101 1	MOBILIZATION	LS	1
102 1	MAINTENANCE OF TRAFFIC	LS	1
104 10 3	SEDIMENT BARRIER	LF	4,029
104 11	FLOATING TURBIDITY BARRIER	LF	154
107 1	LITTER REMOVAL	AC	19.45
107 2	MOWING	AC	19.45
110 1 1	CLEARING & GRUBBING	AC	10.81
110 4 10	REMOVAL OF EXISTING CONCRETE	SY	2,121
110 7 1	MAILBOX, F&I SINGLE	EA	1
120 1	REGULAR EXCAVATION	CY	10,160.0
120 6	EMBANKMENT	CY	3,273.0
160 4	TYPE B STABILIZATION	SY	12,047
210 1 1	REWORKING LIMEROCK BASE, 6"	SY	18,560
210 2	LIMEROCK-NEW MATERIAL FOR REWORKING BASE	CY	1,031.1
285 702	OPTIONAL BASE GROUP 2	SY	2,718
285 706	OPTIONAL BASE GROUP 6	SY	1,362
285 712	OPTIONAL BASE GROUP 12	SY	5,370
334 1 52	SUPERPAVE ASPHALTIC CONC. TRAFFIC B	TN	2,390.5
337 7 80	ASPHALT CONCRETE FRICTION COURSE,TRAFFIC B, FC-9.5, PG 76-22	TN	999.7
339 1	MISCELLANEOUS ASPHALT PAVEMENT	TN	14.2
400 4 1	CONCRETE CLASS IV, CULVERTS	CY	124.1
415 1 1	REINFORCING STEEL - ROADWAY	LB	20,502
425 1521	INLETS, DT BOT, TYPE C, <10'	EA	1
425 1561	INLETS, DT BOT, TYPE F, <10'	EA	2
425 2 41	MANHOLES, P-7, <10'	EA	1
430 94 1	DESILTING PIPE, 0 - 24"	LF	119
430 174 118	PIPECULVERT, OPTIONAL MATERIAL, ROUND, 18" SD	LF	1,342
430 174 124	PIPECULVERT, OPTIONAL MATERIAL, ROUND, 24" SD	LF	100
430 174 218	PIPE CULVERT, OPTIONAL MATERIAL, OTHER-ELIP/ARCH, 18" SD	LF	169
430 524 100	STRAIGHT CONCRETE ENDWALLS, 24", SINGLE, 0 DEGREES, ROUND	EA	2
430 984 125	MITERED END SECTION, OPTIONAL ROUND, 18" SD	EA	62
430 984 129	MITERED END SECTION, OPTIONAL ROUND, 24" SD	EA	2
430 984 625	MITERED END SECT, OPTIONAL - ELLIPTICAL / ARCH/ 18" SD	EA	1
515 2311	PEDESTRIAN/ BICYCLE RAILING, ALUMINUM ONLY,42" TYPE 1	LF	39
522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	1,644
522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	1,849
527 2	DETECTABLE WARNINGS	SF	200
536 1 1	GUARDRAIL -ROADWAY, GENERAL TL-3	LF	425
536 6	PIPE RAIL FOR GUARDRAIL	LF	187
536 85 24	GUARDRAIL END TREATMENT- PARALLEL APPROACH TERMINAL	EA	4
570 1 1	PERFOMANCE TURF	SY	15,400
570 1 2	PERFORMANCE TURF, SOD	SY	9,993
633 6	FIBER OPTIC CABLE LOCATOR	DA	270
700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS	34
700 1 12	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS	2
700 1 60	SINGLE POST SIGN, REMOVE	AS	29
700 3 401	SIGN PANEL, INSTALL, UP TO 12 SF	EA	4
700 12 21	SIGN BEACON, F&I GROUND MOUNT- SOLAR POWERED, ONE BEACON	AS	2
700 12 60	SIGN BEACON, REMOVE BEACON- SIGN TO REMAIN	AS	2
705 10 2	OBJECT MARKER, TYPE 2	EA	2
706 1 3	RAISED PAVEMENT MARKER, TYPE B	EA	330
710 11 101	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	2.550
710 11 123	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR CROSSWALK AND ROUNDABOUT, 12"	LF	747
710 11 124	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	83
710 11 125	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	764
710 11 160	PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	3
710 11 201	PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID 6"	GM	2.402
711 11 123	THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK AND ROUNDABOUT	LF	746
711 11 124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS	LF	83
711 11 125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24" FOR STOP LINE	LF	808
711 11 160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL	EA	3
711 16 101	THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6"	GM	2.550
711 16 201	THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6"	GM	2.402

NOTES FOR ITEMS:

THESE QUANTITIES ARE ESTIMATES AND MAY BE ADJUSTED BASED ON ACTUAL FIELD CONDITIONS. CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL FIELD CONDITIONS AND JOB REQUIREMENTS PRIOR TO SUBMITTING A PROPOSAL

102-1 MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MUTCD. INCLUDES THE COST OF ALL ITEMS WHICH ARE REQUIRED FOR TRAFFIC CONTROL AND ARE NOT SPECIFICALLY INCLUDED IN THE ROADWAY SUMMARY PAY ITEMS. ALL REFERENCES TO TRAFFIC CONTROL SHOULD BE TO THE WORK ZONE TRAFFIC CONTROL, PART SIX, TEMPORARY TRAFFIC CONTROL, LATEST EDITION.

THIS ITEM IS TO INCLUDE THE COST OF TEMPORARY STRIPING TO BE APPLIED AT THE END OF EACH STRUCTURAL COURSE AND SURFACE COURSE, STRIPING TAPE NOT PERMITTED.

120-6 MAINTAIN A SHOULDER SLOPE OF 0.06 FT/FT MAXIMUM FROM THE EDGE OF THE ASPHALT PAVEMENT OUT TO THE SHOULDER POINTS AS SPECIFIED IN THE SCOPE OF WORK. AREAS WITH EXCESS MATERIAL MAY BE USED AS BALANCE MATERIAL IN DEFICIENT AREAS OF STOCKPILED IN AN AREA APPROVED BY THE COUNTY ENGINEERING DIVISION OR AUTHORIZED REPRESENTATIVE FOR LATER REMOVAL BY THE CONTRACTOR. THE CONTRACTOR IS REQUIRED TO FURNISH ANY BORROW MATERIAL REQUIRED TO COMPLETE THIS ITEM AND IS TO BE INCLUDED IN THIS PAY ITEM.

334-1-1X NO INCREASE IN ASPHALT PRICES WILL BE ALLOWED FOR BITUMINOUS OR DIESEL PRICE FLUCTUATIONS OR FOR VARIANCES OF LIQUID ASPHALT CONTENT IN JOB MIX FORMULA. THIS ALSO APPLIES TO RELATED ITEMS.

570-1-X FERTILIZER; BASED ON 1ST APPLICATION @ 265 LB/ACRE AND 2ND APPLICATION @ 135 LB/ACRE OF 16-4-8.

570-1-X WATER BASED ON 2 APPLICATIONS. ALL AREAS THAT ARE SODDED SHALL BE THOROUGHLY SOAKED WITH WATER PRIOR TO AND AFTER THE SOD INSTALLATION.

570-1-2 INCLUDED COST OF PEGGING SOD ON STEEP SLOPES PER PLAN REQUIREMENT. ALSO INCLUDES MATCHING OF PRIVATE OWNER TYPES OF SOD EXISTING PRIOR TO CONSTRUCTION, IF DESIRED BY OWNER AND/OR APPROVED BY THE COUNTY ENGINEERING DEPARTMENT OR AUTHORIZED REPRESENTATIVE. GRASS SHALL BE BERMUDA WHERE PRIVATE PROPERTY OWNER GRASS TYPE IS NOT MATCHED.

THIS ITEM MAY BE REDUCED OR INCREASED BASED ON FIELD CONDITIONS BY THE COUNTY ENGINEERING DEPARTMENT OR AUTHORIZED REPRESENTATIVE.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MONIQUE M. HEATHCOCK, P.E.
P.E. LICENSE NUMBER 54352
CHW
11801 RESEARCH DRIVE
ALACHUA, FL 32615
CERTIFICATE OF AUTHORIZATION 05075

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE SE	TAYLOR	439669-1-54-01

SUMMARY OF PAY ITEMS

SHEET NO. 3

GENERAL NOTES:

1. ALL ROADWAY AND DRAINAGE LAYOUT CONSTRUCTION AND MATERIALS SHALL BE PER FDOT STANDARDS AND SPECIFICATION. MATERIALS SHALL MEET FDOT SPECIFICATIONS AND SHALL BE PRODUCED OR OBTAINED FROM AN FDOT APPROVED SOURCE. MATERIALS NOT COVERED UNDER THE STANDARD FDOT SPECIFICATIONS SHALL MEET THE REQUIREMENTS WITHIN THESE PLANS AND THE RESPECTIVE MANUFACTURER.

2. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED. THE CONTRACTOR SHALL NOTIFY THE COUNTY ENGINEERING DIVISION WITHOUT DELAY. ANY SURVEY MONUMENTS REMOVED BY THE CONTRACTOR WITHOUT REFERENCE BEING ESTABLISHED, WILL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.

3. ANY EXISTING BENCHMARKS ARE TO BE REESTABLISHED BY THE CONTRACTOR'S SURVEYOR, IF DISTURBED. PROJECT CONTROL SHALL BE REINSTALLED AT COMPLETION OF PROJECT.

4. THE CONTRACTOR SHALL UNDERCUT ALL UNSUITABLE MATERIAL ENCOUNTERED AND SHALL BACKFILL WITH CLEAN SUITABLE FILL MEETING FDOT ROAD AND BRIDGE CONSTRUCTION STANDARDS AND SPECIFICATIONS AS DETERMINED NECESSARY AND DIRECTED BY THE COUNTY ENGINEERING DIVISION. SEE FDOT STANDARD PLANS 120-001 AND 120-002.

5. ALL BORROW MATERIAL (OR EMBANKMENT) SHALL MEET THE REQUIREMENTS OF FDOT STANDARD PLANS 120-001 AND SHALL BE FURNISHED BY THE CONTRACTOR FROM AREAS PROVIDED BY THE CONTRACTOR AND APPROVED BY THE COUNTY ENGINEERING DIVISION.

6. THE CONTRACTOR SHALL STOCKPILE TOPSOIL AND CONSTRUCTION MATERIALS IN SAFE AREAS ACCEPTABLE TO THE COUNTY ENGINEERING DIVISION. NO MATERIAL IS TO BE WIND-ROWED ON THE PAVEMENT OR SHOULDERS OR WITHIN ANY ENVIRONMENTALLY SENSITIVE AREAS.

7. ONLY THE EXCAVATION FOR BASE PLACEMENT AND PIPE TRENCHES THAT CAN BE BACKFILLED BY THE END OF THE WORK DAY SHALL BE EXCAVATED. NO OPEN PIPE TRENCH OR ROADWAY EXCAVATION WILL BE ALLOWED TO REMAIN AFTER WORK ENDS FOR THE APPROVED WORK HOUR DAY.

8. THE CONTRACTOR SHALL CONSTRUCT DRIVEWAY TURNOUTS AT ALL EXISTING DRIVEWAYS PER FDOT INDEX NO. 330-001. ALL EXISTING PAVED DRIVES AND CONCRETE APRONS AT THE EDGE OF THE EXISTING DRIVING LANE SHALL BE SAW-CUT AND REMOVED PRIOR TO CONSTRUCTING THE WIDENED ROADWAY OR PAVED SHOULDER. UNPAVED COUNTY ROADS ARE TO BE PAVED TO THE R/W LINE OR AS NOTED IN PLANS. SEE DETAIL.

9. ALL DAMAGED / DISCARDED SIGNS, POSTS, SOIL PLATES SHALL BE SALVAGED TO THE COUNTY AND DELIVERED TO THE PUBLIC WORKS DIVISION FACILITY ON US 27, (850) 838-3529.

10. THE CONTRACTOR SHALL BE RESPONSIBLE TO LAWFULLY REMOVE, TRANSPORT AND DISPOSE OF ALL MATERIALS NOT SALVAGED TO OWNER. EXCESS FILL MATERIAL SHALL BE UTILIZED TO THE FULLEST EXTENT POSSIBLE. REMAINING FILL SHALL, AT COUNTY'S OPTION, BE SALVAGED TO THE COUNTY AT AN APPROVED LOCATION FOR STOCKPILING. UNDAMAGED GUARDRAIL SHALL BE SALVAGED TO THE COUNTY AND DELIVERED TO THE PUBLIC WORKS DIVISION FACILITY ON US 27, (850) 838-3529.

11. ALL DISTURBED AREAS SHALL BE STABILIZED BY PERFORMANCE TURF AND SOD.

12. ALL WATER, EQUIPMENT, MATERIALS, SUPPLIES, PRIME MATERIAL, COVER MATERIAL, ETC. INCLUDING NECESSARY MEANS, METHODS, SURVEYING AND MOT SHALL BE INCLUDED IN BID PRICE(S). OMISSIONS BY CONTRACTOR WILL NOT SERVE AS JUSTIFICATION FOR APPROVAL OF ADDITIONAL COMPENSATION.

13. CONTRACTOR IS TO PROVIDE ALL REQUIRED SUBMITTALS INCLUDING FDOT APPROVED ASPHALT DESIGN MIXES FOR REVIEW AND APPROVAL BEFORE ANY WORK IS TO COMMENCE ON THE RELEVANT PHASE OF THE PROJECT.

14. TYPE SP AND FC ASPHALTIC CONCRETE TO BE PLACED WITH A MECHANICAL SPREADER USING ELECTRONIC TRANSVERSE & LONGITUDINAL SCREED CONTROLS.

15. PAVEMENT THICKNESS TRANSITIONS ALONG THE MAINLINE ROADWAY ARE TO BE CONSTRUCTED ON A 1:600 RATIO. FURTHER, WHENEVER GRADE DIFFERENCES EXIST BETWEEN THE PROJECT AND AN INTERSECTING STREET TURNOUT OR CROSSOVER, THE CONTRACTOR SHALL INSTALL AND MAINTAIN A SUFFICIENT (2.0 FT MINIMUM) ASPHALT WEDGE OR MILLED TAPER TO PROVIDE A SMOOTH TRANSITION FROM THE STREET TURNOUT OR CROSSOVER TO THE PROJECT UNTIL FINAL SURFACE INSTALLATION.

16. ALL ITEMS AS SHOWN ON THE PLANS MAY BE INCREASED. DECREASED OR OMITTED AS DIRECTED BY THE COUNTY ENGINEERING DIVISION OR THE AUTHORIZED REPRESENTATIVE.

17. ALL WELLS, CLEANOUTS, MANHOLE TOPS, PULL BOX COVERS AND OTHER UTILITY APPURTENANCES WITHIN THE PROJECT LIMITS SHALL BE PROTECTED AND ADJUSTED WHERE NECESSARY TO MATCH PROPOSED FINISH GRADES.

18. CONTRACTOR SHALL EXERCISE EXTREME CARE DURING THIS PROJECT AND SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO ADJACENT PROPERTIES. EXISTING STRUCTURES OR FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.

19. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE APPROPRIATE UTILITY ANY NECESSARY UTILITY FIELD LOCATION OR RELOCATION, AS REQUIRED. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. ACTUAL LOCATIONS SHALL BE FIELD VERIFIED BY CONTRACTOR.

20. CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE ONE CALL OF FLORIDA, INC. (1-800-432-4770) AND UTILITY OWNERS LISTED HEREIN, 48 HOURS IN ADVANCE OF BEGINNING CONSTRUCTION AT THE JOB SITE.

21. SPECIAL EVENT DAYS FOR THIS PROJECT INCLUDE THE HOLIDAYS LISTED IN FDOT STANDARD INDEX SPECIFICATION SECTION 8-6.4 AND THE FOLLOWING:
SCALLOP SEASON OPENING WEEKEND ON JUNE 14 THROUGH JUNE 16. CONFIRM OPENING WEEKEND DATES IN MARCH OF 2024.
LABOR DAY/CLOSING WEEKEND OF SCALLOP SEASON ON SEPTEMBER 3 THROUGH SEPTEMBER 6
NAUTI GIRLS TOURNAMENTS IN MAY/JUNE AND OCTOBER
FIDDLER CRAB FESTIVAL MID FEBRUARY.

22. DETECTABLE WARNING SHALL BE MAT STYLE FROM FDOT'S APPROVED PRODUCT LIST. MAT COLOR SHALL MATCH ON ADJACENT FDOT PROJECT ON SR-51 (15TH ST. E) IF ALREADY CONSTRUCTED, OR SHALL BE SAFTY YELLOW IF THE ADJACENT PROJECT IS NOT CONSTRUCTED.

23. EXISTING SIDEWALK REPLACEMENT AREAS THAT ARE NOT ASSOCIATED WITH DRIVEWAY PAVING MUST BE FIELD LOCATED TO COINCIDE WITH DAMAGED SIDEWALK AREAS.

24. PAVING OF DRIVEWAYS, DRIVEWAY APRONS, AND SIDE STREETS MUST BE PERFORMED SEPARATELY FROM MAINLINE PAVING.

25. TREES REFERENCED IN THE PLAN SET FOR REMOVAL REPRESENT THE MINIMUM TREE REMOVAL EXPECTED TO CONSTRUCT THE PROPOSED IMPROVEMENTS. THE CONTRACTOR SHOULD FIELD VERIFY, PRIOR TO BID PROPOSAL, TO IDENTIFY ALL TREES REQUIRING REMOVAL IN ORDER TO INSTALL THE PROPOSED IMPROVEMENTS, INCORPORATING THE CONTRACTOR'S MEANS AND METHODS.

MAINTENANCE OF TRAFFIC BY CONTRACTOR:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SAFE PASSAGE OF TRAFFIC AND PROTECTION OF HIS WORK FORCE THROUGHOUT THE PROJECT.

2. A MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED BY THE CONTRACTOR IN ACCORDANCE WITH PART SIX OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE ROADWAY AND TRAFFIC DESIGN STANDARDS, ONE TRAFFIC LANE MAY BE CLOSED DURING WORKING HOURS ONLY. CONTRACTOR IS TO CHECK AND MAINTAIN ON A DAILY BASIS ALL SIGNS, FLASHING LIGHTS, STRIPING AND OTHER ITEMS AS REQUIRED TO CONFORM WITH THE MAINTENANCE OF TRAFFIC PLAN.

3. WORK ZONE TRAFFIC CONTROL SHALL ADHERE STRICTLY TO THE REQUIREMENTS OF THE FDOT STANDARD PLANS 102-600 SERIES, THE MUTCD AND ANY SPECIFIC INSTRUCTIONS OF THE COUNTY ENGINEERING DIVISION. NONCOMPLIANCE WITH THESE STANDARDS WILL SERVE AS JUST CAUSE FOR STOPPING WORK AT NO EXPENSE TO OWNER.

4. THE CONTRACTOR'S PROPOSED SEQUENCE OF OPERATIONS AND SPECIFIC MAINTENANCE OF TRAFFIC PLANS SHALL BE REVIEWED BY THE COUNTY ENGINEERING DIVISION PRIOR TO THEIR IMPLEMENTATION.

5. UNLESS SPECIFICALLY AUTHORIZED BY THE COUNTY ENGINEERING DIVISION, THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES AT LEAST ONE WAY TRAFFIC WITH A MINIMUM OF A 10' (FT) WIDE LANE AND A POSTED SPEED OF NOT MORE THAN 35 MILES PER HOUR, WITH APPROPRIATE TRAFFIC CONTROL.

6. ALL ABOVE GROUND OBSTRUCTIONS WITHIN THE CLEAR ZONE OF TEMPORARY OR PERMANENT LANES SHALL BE MARKED AND PROTECTED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS OR SPECIFIC INSTRUCTIONS OF THE COUNTY ENGINEERING DIVISION. CLEAR ZONE REDUCED TO 4' (FT) BEHIND CURB IN CURBED AREAS.

7. TEMPORARY LANES SHALL BE STABILIZED AND SUITABLE FOR PASSENGER VEHICLES DURING ALL WEATHER CONDITIONS.

EROSION AND SEDIMENTATION CONTROL:

THE CONTRACTOR IS RESPONSIBLE FOR EROSION/SEDIMENTATION CONTROL PRACTICES DURING CONSTRUCTION TO MINIMIZE ON-SITE EROSION/SEDIMENTATION AND TO PROTECT AGAINST DAMAGE TO OFF-SITE PROPERTY. THE FOLLOWING PRACTICES SHALL BE EMPLOYED:

1. EROSION AND SEDIMENTATION CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. AREAS OF OFF-SITE DISCHARGE DURING CONSTRUCTION SHALL BE PROTECTED WITH A SEDIMENT BARRIER PER FDOT STANDARD SPECIFICATION 104 AND THE FLORIDA EROSION AND SEDIMENT CONTROL MANUAL TO PREVENT OFF-SITE DISCHARGE OF SEDIMENTS.

   TEMPORARY SEED AND MULCH SHOULD BE USED TO CONTROL ON-SITE EROSION WHEN IT IS NOT PRACTICAL TO ESTABLISH PERMANENT VEGETATION. PERMANENT VEGETATION SHALL BE PLACED AS EARLY AS POSSIBLE ON ALL SLOPES STEEPER THAN 5 (FT) HORIZONTAL TO 1 (FT) VERTICAL (IF APPLICABLE). SOD SHALL BE PINNED AS REQUIRED. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE MAINTAINED IN WORKING ORDER THROUGHOUT THE CONSTRUCTION PHASE. THE CONTRACTOR SHALL INSPECT AND REPAIR AS NECESSARY THE EROSION/SEDIMENTATION PROTECTION AT THE END OF EACH WORKING DAY.

   NOTE: EROSION/SEDIMENTATION CONTROL SHALL BE PLACED PRIOR TO ANY SITE EXCAVATION AND/OR FILLING AND SHALL REMAIN IN PLACE UNTIL SITE EXCAVATION IS COMPLETE AND VEGETATION ESTABLISHED.

2. ALL SLOPES STEEPER THAN 3H:1V REQUIRE LAPPED OR PEGGED SOD.

3. ALL INLET STRUCTURES AND PIPES SHALL BE PROTECTED FROM SILTATION BY CONSTRUCTING INLET PROTECTION AS DEFINED IN THE FDOT STANDARDS.

4. PERMANENT VEGETATIVE STABILIZATION SHALL BE APPLIED ON FINE GRADED SITES AS SOON AS PRACTICAL. TEMPORARY SEEDING SHOULD BE EMPLOYED TO PREVENT EXPOSURE OF BARREN SOILS UNTIL PERMANENT VEGETATION CAN BE APPLIED.

5. ALL SYNTHETIC BALES, SILT FENCE AND OTHER EROSION CONTROL MEASURES SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT ONCE VEGETATION IS FULLY ESTABLISHED. CONTRACTOR SHALL REPLACE ANY PERFORMANCE TURF THAT DOES NOT ESTABLISH.

MISCELLANEOUS NOTES:

1. PERFORMANCE TURF, SOD TYPE SHALL BE BERMUDA FOR THE ENTIRE PROJECT EXCEPT WHERE PRIVATE PROPERTY OWNER GRASS IMPROVEMENTS EXTEND INTO THE RIGHT OF WAY, CONTRACTOR TO MATCH PRIVATE PROPERTY OWNER GRASS AT THESE LOCATIONS.

2. BURNING OF MATERIALS AND/OR DEBRIS AS A MEANS OF DISPOSAL IS PROHIBITED WITHIN THE LIMITS OF THE PROJECT.

3. MOWING SHALL BE PERFORMED ONE (1) TIME AS A PART OF REACHING FINAL COMPLETION FOR THE PROJECT ONCE SUBSTANTIAL COMPLETION IS APPROVED. MOWING EFFORT SHALL MEET THE REQUIREMENTS OF FDOT SPECIFICATIONS 104 AND 570.

4. REGRADE DITCHES AT SIDE AND CROSS DRAINS TO LIMITS SHOWN OR 25 FEET MINIMUM TO PROVIDE SMOOTH TRANSITION WITH CULVERT AND EXISTING FLOW LINES. AVOID SUMP CONDITIONS TO THE MAXIMUM EXTENT POSSIBLE.

5. ALL DRIVES, WHERE SIDE DRAIN REPLACEMENT IS CALLED FOR SHALL BE REPLACED WITH MATERIAL CALLED FOR IN PLANS. IT SHALL BE RECONSTRUCTED TO THE POINT OF DISTURBANCE OR RIGHT-OF-WAY AS DIRECTED. GRADES SHALL BE ADJUSTED TO PROVIDE A SMOOTH TRANSITION TO THE POINT OF DISTURBANCE/REPLACEMENT

UTILITY/AGENCY OWNERS

COMPANY	UTILITY TYPE	CONTACT	TELEPHONE NUMBER
TRI-COUNTY ELECTRIC COOPERATIVE	ELECTRIC	ANTONIO RICHARDSON	(850) 937-8030
BIG BEND WATER AUTHORITY	WATER AND SEWER	KEITH REED	(352) 356-7519
AT&T	TELECOM	RICK MARINO	(352) 238-1882

GOVERNING SPECIFICATIONS:

1. ASPHALT: SECTION 330 AND 334 OF FDOT SPECIFICATIONS
2. MILLING: SECTION 327 OF FDOT SPECIFICATIONS
3. BASE: SECTION 200 - 290 OF FDOT SPECIFICATIONS
4. SUBGRADE: SECTION 160 OF FDOT SPECIFICATIONS
5. SIDEWALK: SECTION 522 OF FDOT SPECIFICATIONS
6. GRASSING/SODDING: SECTION 570 OF FDOT SPECIFICATIONS
7. STRIPES & MARKINGS: SECTION 710 & 711 OF FDOT SPECIFICATIONS
8. RETROFLECTIVE PAVEMENT MARKERS: SECTION 706 AND 970 OF FDOT SPECIFICATIONS
9. SIGNAGE: SEE FDOT INDEX 700-010 AND 700-101
10. GUARDRAIL: SECTION 536, FDOT SPECIFICATIONS AND FDOT INDEX 536-001.
11. MAINTENANCE OF TRAFFIC: FDOT STANDARD PLANS 102-600 SERIES, AND MUTCD
12. CULVERTS: FDOT STANDARD PLANS 430-030 - CONCRETE END WALLS
    FDOT STANDARD PLANS 430-022 - MITERED END SECTIONS
    FDOT STANDARD PLANS 430-001 - MISCELLANEOUS DRAINAGE DETAILS
    FDOT STANDARD PLANS 524-001 - DITCH PAVEMENT AND SODDING

TESTING REQUIREMENTS:

1. ALL TESTING SHALL BE PERFORMED BY A LICENSED/CERTIFIED LABORATORY. UPON SELECTION, THE LABORATORY SHALL BE APPROVED IN WRITING BY THE COUNTY PRIOR TO BEGINNING ANY ON-SITE TESTING OR MATERIAL COLLECTION.

2. COPIES OF ALL TEST RESULTS SHALL BE PROVIDED TO THE COUNTY ENGINEERING DIVISION. PASSING RESULTS WILL BE REQUIRED PRIOR TO BEGINNING THE NEXT PHASE OF CONSTRUCTION.

3. THE COUNTY ENGINEERING DIVISION SHALL BE NOTIFIED NO LESS THAN 24 HOURS IN ADVANCE FOR SCHEDULING INSPECTION OF PERTINENT STAGES OF CONSTRUCTION INCLUDING SUBGRADE PREPARATION, LIMEROCK PLACEMENT, PRIME AND TACK COATS, ASPHALT PLACEMENT CULVERT INSTALLATIONS AND OTHERS AS REQUIRED FOR APPROVAL.

4. PERFORM COMPACTION TESTING FOR CULVERTS AND CULVERT EXTENSIONS AS DESCRIBED IN SECTION 125, FDOT SPECIFICATIONS, LATEST EDITION. A MINIMUM OF ONE TEST ON EACH SIDE OF THE CULVERT PER LIFT IS REQUIRED FOR THE BEDDING AND COVER ZONE. A MINIMUM OF ONE TEST PER LIFT IS REQUIRED IN THE TOP ZONE. PERFORM ADDITIONAL TESTING AS DIRECTED BY THE AUTHORIZED REPRESENTATIVE.

5. PERFORM MODIFIED PROCTOR AND LBR TESTING FOR STABILIZED SUBGRADE AT A FREQUENCY OF ONE TEST PER LIFT PER 1,000 FT OF ROADWAY, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. LIMEROCK BEARING RATIO VALUE SHALL EQUAL OR EXCEED 40, NO UNDER TOLERANCE PERMITTED.

6. PERFORM MODIFIED PROCTOR AND LBR TESTING FOR STABILIZED SHOULDER AT A FREQUENCY OF ONE TEST PER 2,000 FT OR AT A MINIMUM OF TWO TESTS PER SIDE OF ROADWAY SEGMENT, WHICHEVER IS GREATER. LIMEROCK BEARING RATIO VALUE SHALL EQUAL OR EXCEED 30, NO UNDER TOLERANCE PERMITTD.

7. INPLACE THICKNESS OF EACH COURSE OF A STABILIZED SUBGRADE SHALL BE DETERMINED USING 3" CORES AT A FREQUENCY OF THREE TESTS PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF THREE TESTS PER ROADWAY SEGMENT. WHICHEVER IS GREATER.

8. PERFORM COMPACTION TESTING FOR STABILIZED SUBGRADE (THE FULL DEPTH) AT A FREQUENCY OF ONE TEST PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. COMPACTION SHALL ACHIEVE 98% OF MODIFIED PROCTOR DENSITY (AASHTO T 180).

9. PERFORM MODIFIED PROCTOR TESTING FOR BASE COURSE AT A FREQUENCY OF ONE TEST PER LIFT PER 4,000 FT OF ROADWAY, OR AT A MINIMUM OF ONE TEST PER ROADWAY SEGMENT, WHICHEVER IS GREATER.

10. PERFORM COMPACTION TESTING FOR BASE COURSE (THE FULL DEPTH) AT A FREQUENCY OF ONE TEST PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. COMPACTION SHALL ACHIEVE 98% OF MODIFIED PROCTOR DENSITY (AASHTO T 180).

11. IN-PLACE THICKNESS OF EACH COURSE OF A BASE COURSE SHALL BE DETERMINED USING 3" CORES AT A FREQUENCY OF THREE TESTS PER LIFT PER 500 FOOT SECTION. OR AT A MINIMUM OF THREE TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. CORRECT AREAS OF INSUFFICIENT THICKNESS GREATER THAN 1/2 INCH.

12. CORRECT ALL AREAS OF EACH BASE COURSE THAT ARE FOUND TO BE AT AN ELEVATION OF MORE THAN (+/-) 1/4" AWAY FROM PLAN ELEVATION AND ROADWAY TEMPLATE.

13. ASPHALT CONCRETE MIXES SHALL BE A CURRENT FDOT APPROVED DESIGN OF THE MATERIAL ACTUALLY USED. SAMPLES OF MATERIALS DELIVERED TO THE SITE SHALL BE TESTED IN ACCORDANCE WITH FDOT REQUIREMENTS TO VERIFY THAT AGGREGATE GRADATION AND ASPHALT CONTENT MEETS APPROVED DESIGN CRITERIA.

14. SURFACE SMOOTHNESS AND IN-PLACE DENSITY OF EACH COURSE OF ASPHALT CONCRETE SHALL BE DETERMINED IN ACCORDANCE WITH CURRENT FDOT STANDARD SPECIFICATIONS. CORE DENSITIES SHALL BE DETERMINED USING THE VACUUM CORE DRY VS. FAN METHOD. FIELD DENSITIES, CORING LOCATIONS AND PLANT SAMPLING SHALL BE CONDUCTED AND OBTAINED ACCORDING TO THE RANDOM NUMBER TABLES PROVIDED BY THE COUNTY. A MINIMUM OF THREE DENSITY TESTS PER ROADWAY SEGMENT PER DAY AND TESTING OF ONE PLANT SAMPLE PER DAY WILL BE REQUIRED.

15. CONTRACTOR PROCESS CONTROL TESTS SHALL BE REQUIRED FOR PROJECTS LESS THAN 2,000 TONS OF HOT MIX ASPHALT. SUCH TESTS WILL BE USED FOR ACCEPTANCE/REJECTION/REPLACEMENT AND PAYMENT APPROVAL.

16. THE TESTING OF ALL ASPHALT SHALL BE RESTRICTED TO 2,000 TON LOTS.

17. FDOT SPECIFICATION IS MODIFIED AS FOLLOWS, TO REDUCE THE MAXIMUM DEVIATION ON AN ASPHALT LIFT'S SPREAD RATE: 330-6.1.5.2 MAXIMUM SPREAD RATE TOLERANCES: WHEN AN INDIVIDUAL SPREAD RATE, MEASURED IN ACCORDANCE WITH 330-6.1.5.1, IS BEYOND PLUS OR MINUS 10% OF THE TARGET SPREAD RATE, STOP THE CONSTRUCTION OPERATION UNTIL THE ISSUE IS RESOLVED. ADDRESS THE UNACCEPTABLE PAVEMENT IN ACCORDANCE WITH 330-9.5. THE FOLLOWING AREAS ARE EXEMPT FROM A WORK STOPPAGE BASED SOLELY ON THE CALCULATED SPREAD RATE: MEDIAN CROSSOVERS, TURNOUTS, VARIABLE THICKNESS OVERBUILD COURSES, LEVELING COURSES, MISCELLANEOUS ASPHALT PAVEMENT, AS WELL AS, TURN LANES AND RAMPS LESS THAN 1,000 FEET.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

MONIQUE M. HEATHCOCK, P.E.
P.E. LICENSE NUMBER 54352
CHW
11801 RESEARCH DRIVE
ALACHUA, FL 32615
CERTIFICATE OF AUTHORIZATION 05075

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

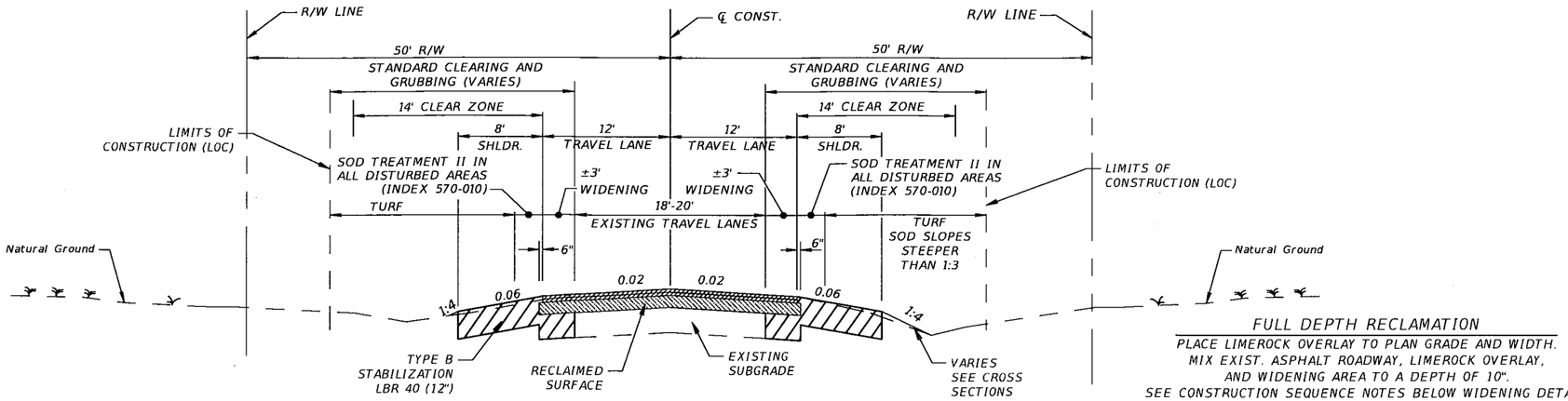
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE SE	TAYLOR	439669-1-54-01

GENERAL NOTES

SHEET NO. 6

Bryan Gillespie 10/24/2023 4:10:18 PM N:\2020\20-0073\Departments\04_Engineering\43966915401\Roadway\GNNTRD01.dwg

SEE TYPICAL SECRION NOTES AND ADDITIONAL INFORMATION, NEXT SHEET



TYPICAL SECTION (1)
1st AVE
STA. 105+96.40 TO STA. 108+20.00

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

OPTIONAL BASE GROUP 12
LIMEROCK (FROM RECLAMATION)
TYPE SP 12.5 STRUCTURAL COURSE (TRAFFIC B) (2")
FRICTION COURSE FC 9.5 (TRAFFIC B) (1") (PG 76-22)

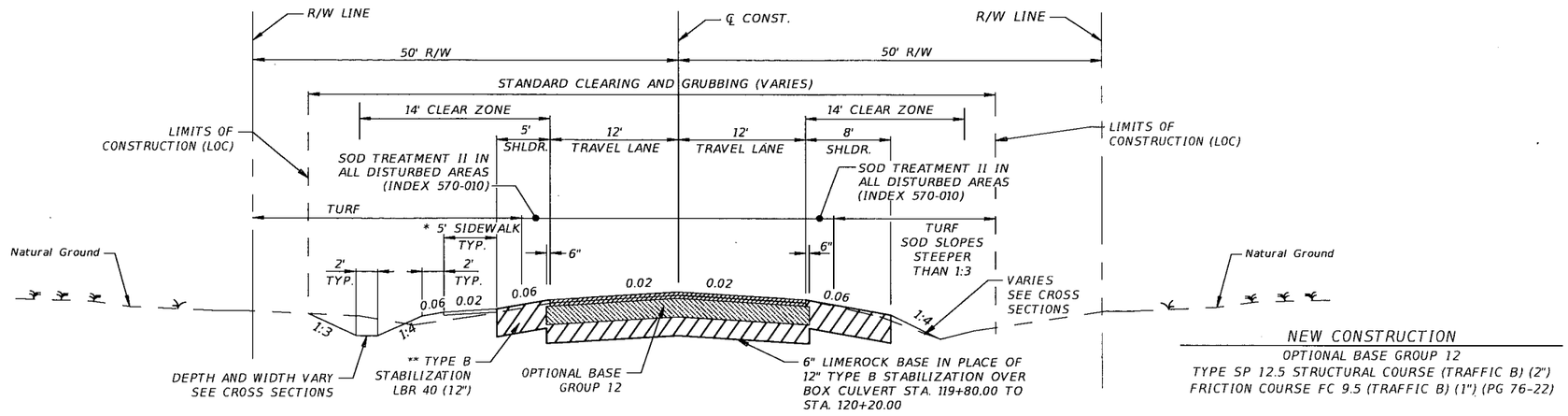
RESURFACING

TYPE SP 12.5 STRUCTURAL COURSE (TRAFFIC B) (2")
FRICTION COURSE FC 9.5 (TRAFFIC B) (1") (PG 76-22)

TRAFFIC DATA

CURRENT YEAR	=2023	AADT = 2112
ESTIMATED OPENING YEAR	=2024	AADT = 2200
ESTIMATED DESIGN YEAR	=2043	AADT = 2730

K = 9.5% D = 55% T = 22 % (24 HOUR)
DESIGN SPEED = 30 MPH, BEGIN PROJECT TO STA. 115+40.00
40 MPH, STA. 115+40.00 TO END PROJECT
CLEAR ZONE = 14'



NEW CONSTRUCTION

OPTIONAL BASE GROUP 12
TYPE SP 12.5 STRUCTURAL COURSE (TRAFFIC B) (2")
FRICTION COURSE FC 9.5 (TRAFFIC B) (1") (PG 76-22)

* NO SIDEWALK ALONG SR-51 ALIGNMENT
** 6" LIMEROCK BASE IN PLACE OF 12" TYPE B STABILIZATION OVER BOX CULVERT STA. 119+80.00 TO STA. 120+20.00

TYPICAL SECTION (2)
1st AVE
STA. 108+20.00 TO STA. 110+60.00
(1st AVE. - BOX CULVERT)
STA. 119+80.00 TO STA. 120+20.00
(SR-51)
STA. 0+11.53 TO STA. 1+79.07

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P.E. LICENSE NUMBER 54352
CHW
11801 RESEARCH DRIVE
ALACHUA, FL 32615
CERTIFICATE OF AUTHORIZATION 05075

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE SE	TAYLOR	439669-1-54-01

TYPICAL SECTION

SHEET NO. 7

Bryan Gillespie 10/24/2023 4:11:54 PM
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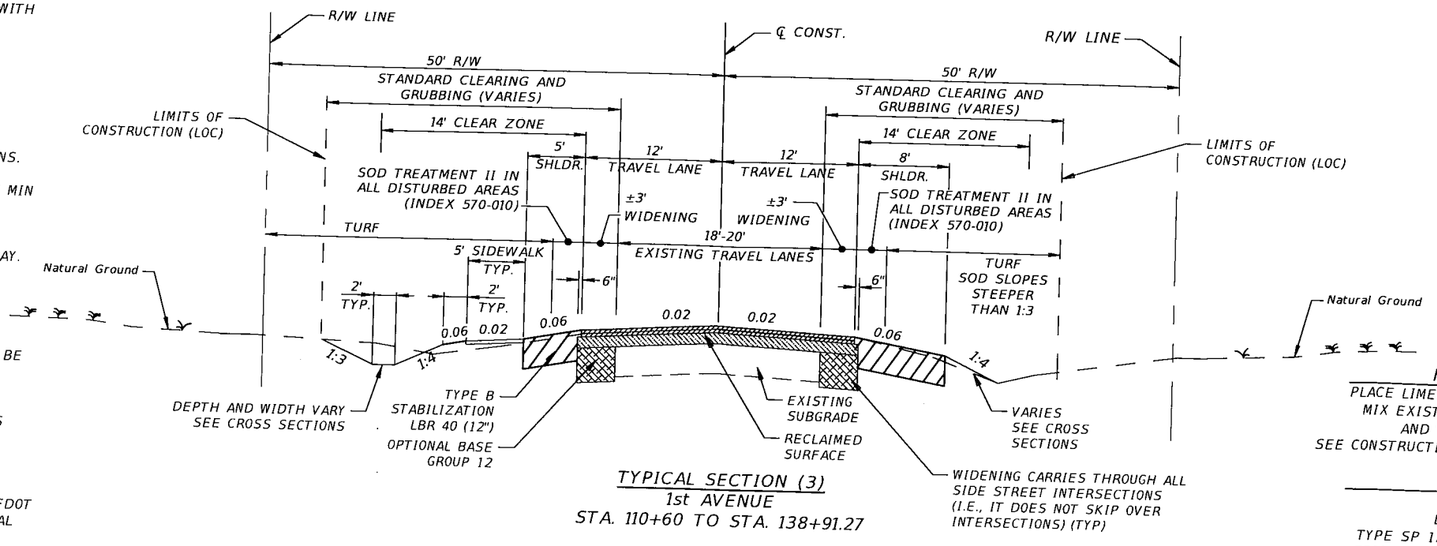
TYPICAL SECTION NOTES

1. SUPERPAVE ASPHALTIC CONCRETE SHALL BE PLACED WITH A MECHANICAL SPREADER EQUIPPED AND USING ELECTRONIC TRAVERSE AND AUTOMATIC LONGITUDINAL SCREED CONTROLS.
2. COMPACTION OF ALL MATERIALS SHALL BE LIMITED TO STATIC MODE ONLY UNLESS OTHERWISE DIRECTED BY ENGINEER.
3. RESURFACE SIDE STREET(S) TO LIMITS SHOWN IN PLANS.
4. INSTALL OPTIONAL BASE GROUP 12 WIDENING TO 25 FT MIN WIDTH.
5. PLACE LIMEROCK OVERLAY (VARIABLE DEPTH) OVER EXISTING ROAD WIDTH. MIX EXISTING ASPHALT ROADWAY. LIMEROCK OVERLAY AND OBG 12 WIDENING FOR FULL PROPOSED ROADWAY WIDTH TO PLAN, PROFILE AND CROSS-SECTION.
6. EXISTING ASPHALT WIDTH FROM THE CENTERLINE OF CONSTRUCTION VARIES. FINAL ASPHALT WIDTHS SHALL BE 24 FT (12 FT EACH SIDE OF THE CENTERLINE).
7. REMOVE OR RELOCATE ALL OBSTRUCTIONS WITHIN THE LIMIT OF DISTURBANCE OR CLEAR ZONE, WHICHEVER IS GREATER, UNLESS OTHERWISE NOTED.
8. CONSTRUCT SIDEWALK AT THE WIDTH SHOWN ON THE TYPICAL SECTION OR PLAN VIEW, AT THE THICKNESS SHOWN IN THE PLAN VIEW, AND IN ACCORDANCE WITH FDOT STANDARD SPECIFICATION 522, INCLUDING FOUNDATIONAL SUPPORT.

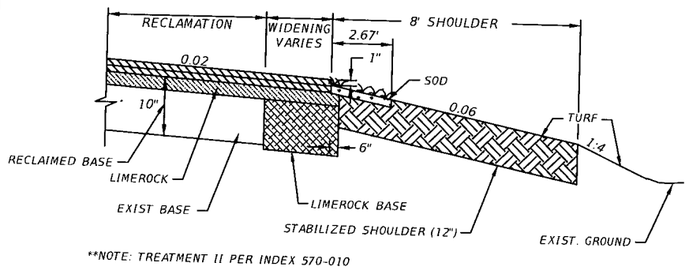


TYPICAL SECTION (3)
1st AVENUE
STA. 110+60 TO STA. 138+91.27

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
OPTIONAL BASE GROUP 12
LIMEROCK (FROM RECLAMATION)
TYPE SP 12.5 STRUCTURAL COURSE (TRAFFIC B) (2")
FRICTION COURSE FC 9.5 (TRAFFIC B) (1") (PG 76-22)

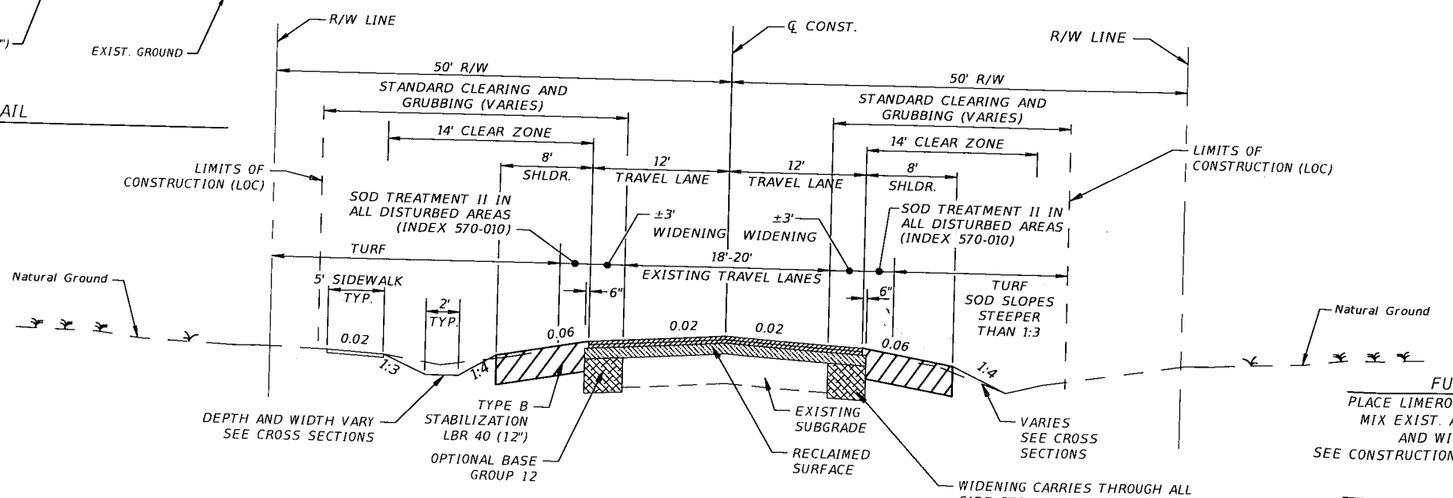
RESURFACING
TYPE SP 12.5 STRUCTURAL COURSE (TRAFFIC B) (2")
FRICTION COURSE FC 9.5 (TRAFFIC B) (1") (PG 76-22)



**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), TO FORM THE "RECLAIMED BASE" (SEE IMAGE ABOVE). MIXING MUST BE PERFORMED SUCH THAT THE 10 INCHES BELOW THE BOTTOM OF THE PROPOSED ASPHALT LAYERS IS MIXED (I.E., IF THE EXISTING PROFILE IS HIGHER THAN THE PROPOSED PROFILE, MIXING MUST BE PERFORMED DEEPER THAN 10 INCHES IN ORDER TO ACHIEVE 10 INCHES OF RECLAIMED BASE BELOW THE BOTTOM OF THE PROPOSED ASPHALT LAYERS).



TYPICAL SECTION (4)
1st AVENUE
STA. 138+91.27 TO STA. 171+53.03

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
OPTIONAL BASE GROUP 12
LIMEROCK (FROM RECLAMATION)
TYPE SP 12.5 STRUCTURAL COURSE (TRAFFIC B) (2")
FRICTION COURSE FC 9.5 (TRAFFIC B) (1") (PG 76-22)

RESURFACING
TYPE SP 12.5 STRUCTURAL COURSE (TRAFFIC B) (2")
FRICTION COURSE FC 9.5 (TRAFFIC B) (1") (PG 76-22)

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MONIQUE M. HEATHCOCK, P.E.
P.E. LICENSE NUMBER 54352
CHW
11801 RESEARCH DRIVE
ALACHUA, FL 32615
CERTIFICATE OF AUTHORIZATION 05075

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE SE	TAYLOR	439669-1-54-01

TYPICAL SECTION

SHEET NO. 8

Bryan Gillespie 10/24/2023 4:11:55 PM

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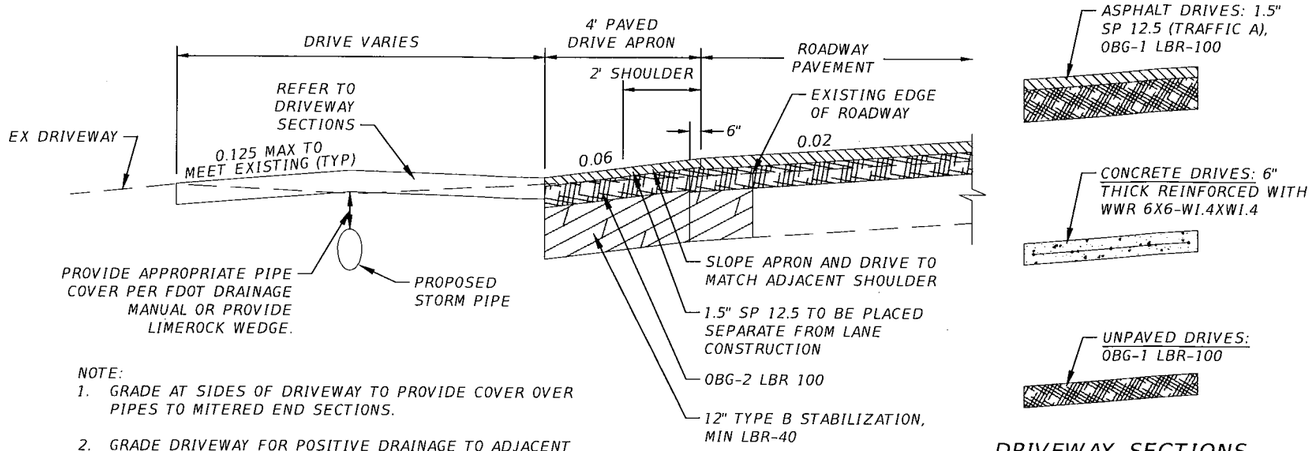
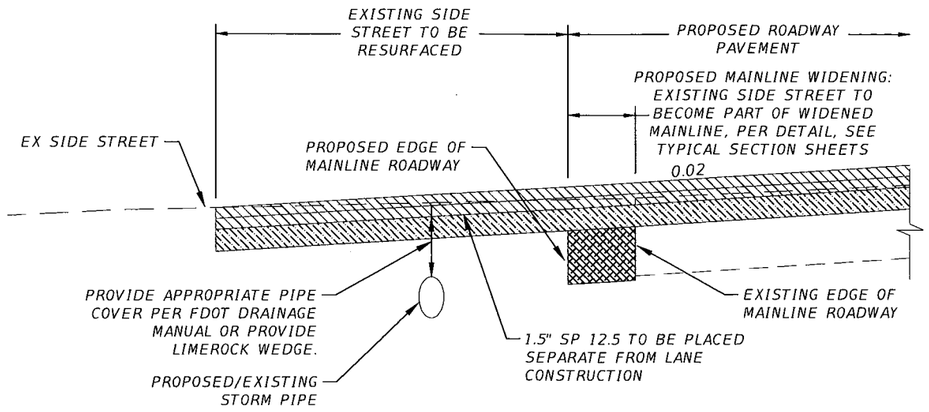


NOTE:
1. GRADE AT SIDES OF DRIVEWAY TO PROVIDE COVER OVER PIPES TO MITERED END SECTIONS.
2. GRADE DRIVEWAY FOR POSITIVE DRAINAGE TO ADJACENT SWALE.
3. MATERIALS UNDER DRIVEWAY COMPACTED TO THE DENSITY OF THE SURROUNDING SOILS PER STANDARD SPECIFICATION 286-3, EXCAVATION.

TYPICAL PAVED APRON AND DRIVEWAY DETAIL

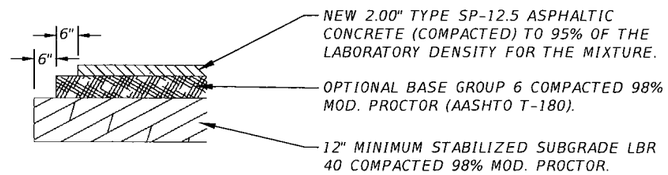
NTS

DRIVEWAY SECTIONS



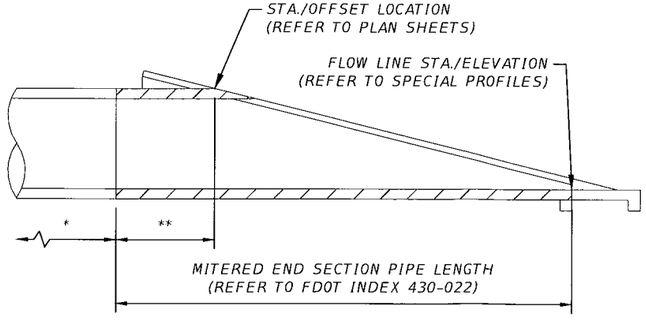
TYPICAL WIDENING AT SIDE STREETS DETAIL

NTS



SIDE STREET PAVEMENT DETAIL (NEW CONSTRUCTION ONLY)

NTS

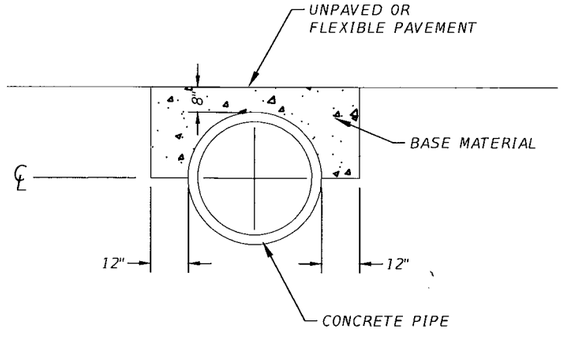


* PIPE LENGTH LABELED IN PLAN VIEW

** REFER TO FDOT INDEX 430-022 FOR ALL DIMENSIONS

MES DETAILS (REFER TO FDOT INDEX 430-022)

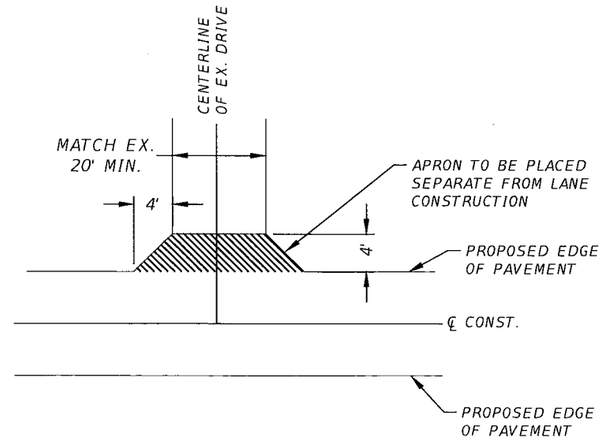
NTS



NOTE:
1. STANDARD COVER OVER CONCRETE PIPE IS 12 INCHES TO TOP OF GRADE FOR UNPAVED OR FLEXIBLE PAVEMENT, OR 8 INCHES TO BOTTOM OF RIGID PAVEMENT LAYER. PROVIDE LIMEROCK WEDGE WHEREVER THESE MINIMUMS ARE NOT ACHIEVED.
2. THE COST OF FURNISHING AND INSTALLING THE EXTRA BASE MATERIAL SHALL BE INCLUDED IN THE COST OF THE CULVERT.

LIMEROCK WEDGE

NTS



TYPICAL ASPHALT DRIVEWAY (APRON) DETAIL

NTS

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REVISIONS			
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MONIQUE M. HEATHCOCK, P.E.
P.E. LICENSE NUMBER 54352
CHW
11801 RESEARCH DRIVE
ALACHUA, FL 32615
CERTIFICATE OF AUTHORIZATION 05075

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE SE	TAYLOR	439669-1-54-01

SPECIAL DETAIL SHEET

SHEET NO. 9

Matthew Cantrell 11/8/2023 11:11:45 AM

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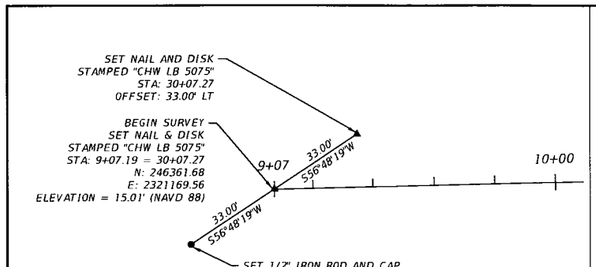

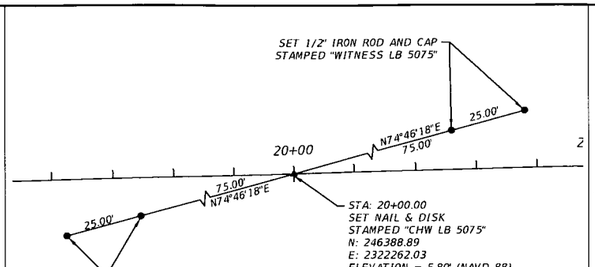

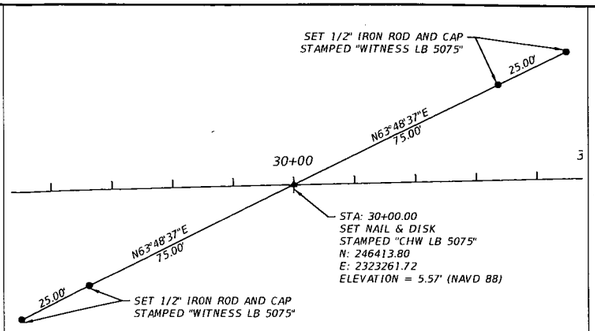

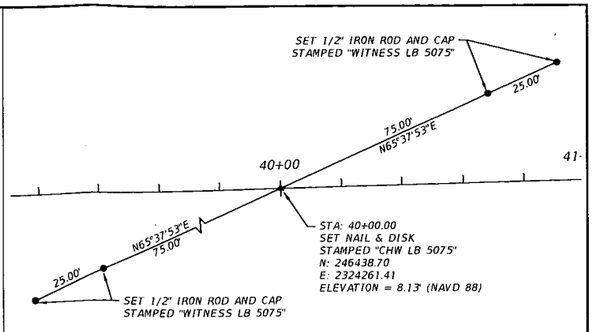

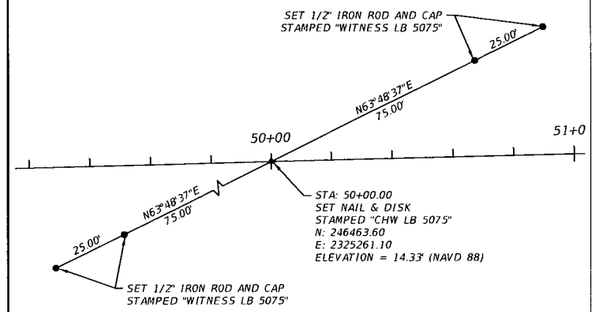

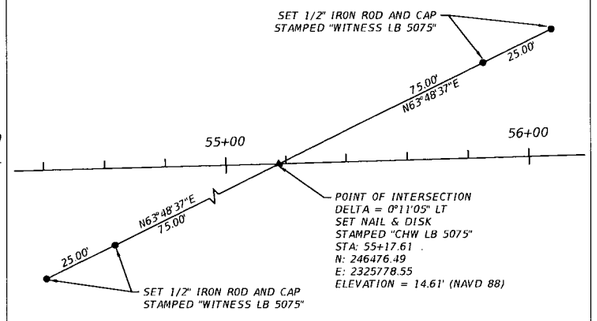

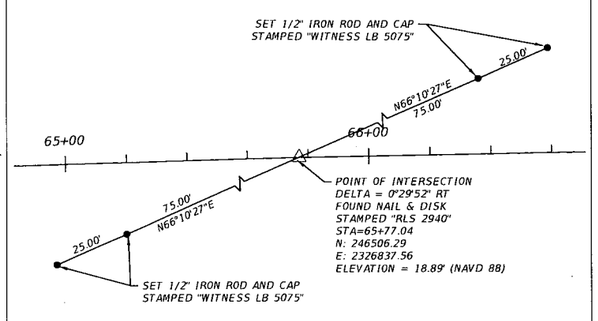

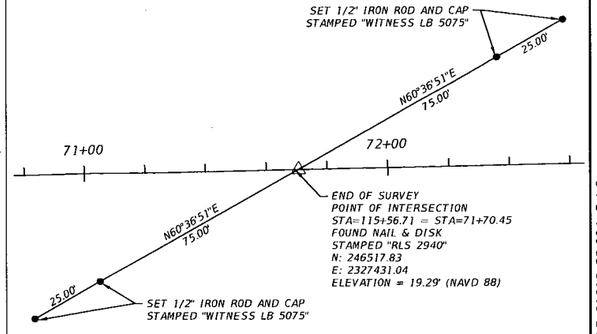

℄ REFERENCE POINTS

HORIZONTAL AND VERTICAL CONTROL

1. BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO FLORIDA STATE PLANE NORTH ZONE COORDINATE SYSTEM NORTH AMERICAN DATUM 1983, 2011 ADJUSTMENT (NAD 83/2011), U.S. SURVEY FEET. COORDINATES ARE DERIVED FROM GLOBAL POSITIONING (GPS) DATA USING REAL-TIME KINEMATIC (RTK) METHODS, RECEIVING CORRECTIONS FROM FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FLORIDA PERMANENT REFERENCE NETWORK (FPRN).
2. VERTICAL INFORMATION SHOWN HEREON IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88). ELEVATIONS SHOWN HEREON WERE DERIVED FROM NATIONAL GEODETIC SURVEY BENCHMARK DESIGNATION JEG 9 (NORTHING: 246899.096, EASTING: 2327482.120), WITH A PUBLISHED ELEVATION OF 15.31 FEET NAVD 88 AND NATIONAL GEODETIC SURVEY BENCHMARK DESIGNATION 872 7695 TIDAL 1 (NORTHING: 245839.342, EASTING: 2323165.777), WITH A PUBLISHED ELEVATION OF 13.43 FEET NAVD 88.
3. BASELINE OF SURVEY IS BASED ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FOR STEINHATCHEE STREET (ROAD SECTION NO. 3863-150), AND FOUND MONUMENTATION.

STAMPING ID.	℄ STATION	OFFSET	ELEVATION (Z)	DESCRIPTION	NORTHING (Y)	EASTING (X)	LATITUDE	LONGITUDE	SCALE FACTOR
LB 5075	29+98.37	23.41 RT	13.94 (NAVD 88)	SET 1/2" STEEL ROD & CAP	246355.5300	2321145.4400			
LB 5075	18+32.63	44.70 RT	8.08 (NAVD 88)	SET 1/2" STEEL ROD & CAP	246340.0400	2322095.8400			
LB 5075	29+60.78	52.10 LT	5.13 (NAVD 88)	SET 1/2" STEEL ROD & CAP	246464.9000	2323221.2100			
LB 5075	39+75.30	44.14 RT	7.13 (NAVD 88)	SET 1/2" STEEL ROAD & CAP	246393.9600	2324237.8200			
LB 5075	49+87.07	48.17 LT	13.69 (NAVD 88)	SET NAIL & DISK	246511.4400	2325246.9900			
LB 5075	55+63.30	49.09 RT	13.39 (NAVD 88)	SET 1/2" STEEL ROD & CAP	246428.7200	2325825.5900			
LB 5075	60+37.60	45.42 RT	14.00 (NAVD 88)	SET NAIL & DISK	246445.7800	2326299.6200			
LB 5075	71+29.96	55.51 LT	18.04 (NAVD 88)	SET NAIL & DISK	246572.6300	2327389.3000			

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MONIQUE M. HEATHCOCK, P.E.
P.E. LICENSE NUMBER 54352
CHW
11801 RESEARCH DRIVE
ALACHUA, FL 32615
CERTIFICATE OF AUTHORIZATION 05075

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE SE	TAYLOR	439669-1-54-01

PROJECT CONTROL

SHEET NO. 10

Bryan Gillespie 10/23/2023 8:47:18 AM

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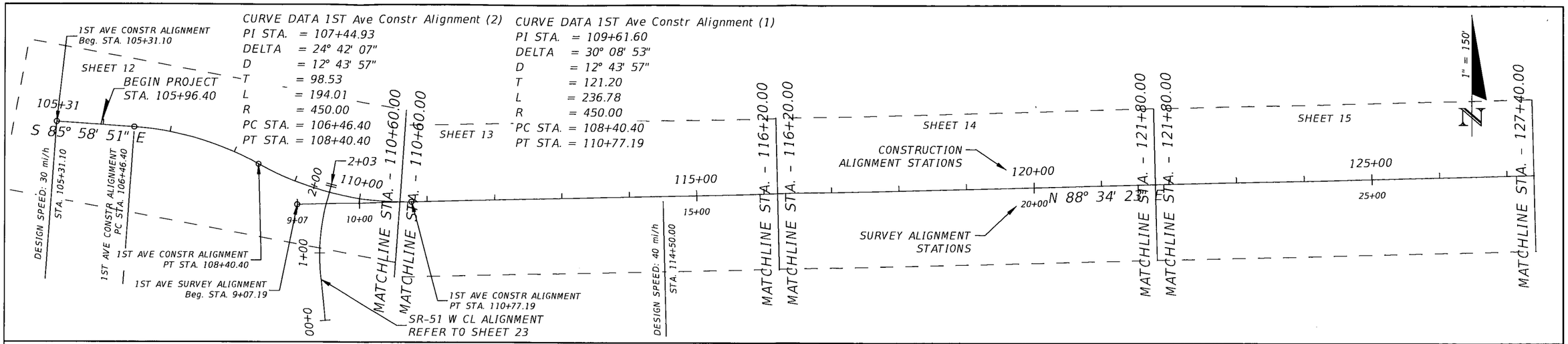

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TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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1ST AVE SE	TAYLOR	439669-1-54-01

PROJECT LAYOUT

SHEET NO. 11

Bryan Gillespie 10/23/2023 8:47:42 AM

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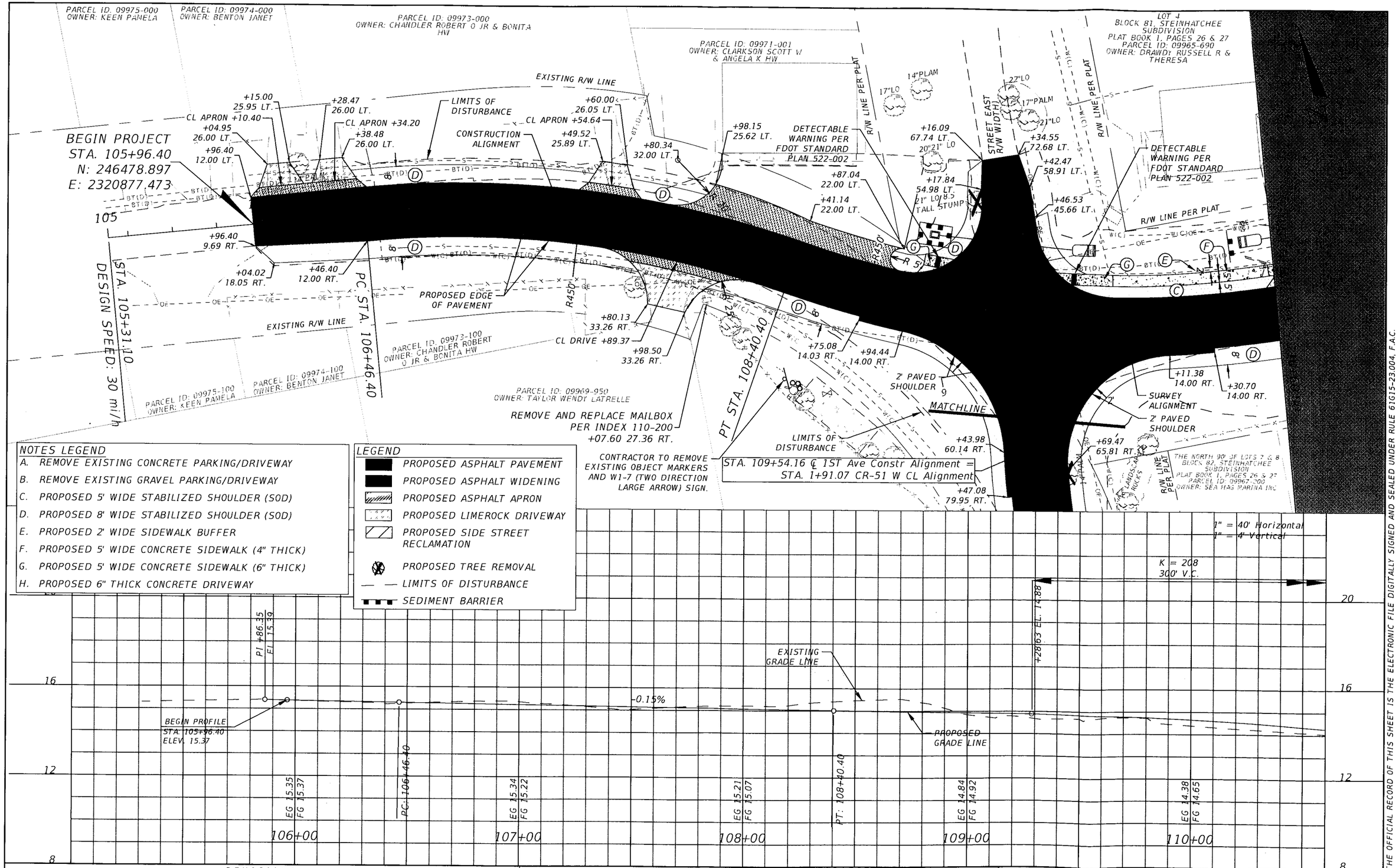

NOTES LEGEND

A. REMOVE EXISTING CONCRETE PARKING/DRIVEWAY
B. REMOVE EXISTING GRAVEL PARKING/DRIVEWAY
C. PROPOSED 5' WIDE STABILIZED SHOULDER (SOD)
D. PROPOSED 8' WIDE STABILIZED SHOULDER (SOD)
E. PROPOSED 2' WIDE SIDEWALK BUFFER
F. PROPOSED 5' WIDE CONCRETE SIDEWALK (4" THICK)
G. PROPOSED 5' WIDE CONCRETE SIDEWALK (6" THICK)
H. PROPOSED 6" THICK CONCRETE DRIVEWAY

LEGEND

- PROPOSED ASPHALT PAVEMENT
- PROPOSED ASPHALT WIDENING
- PROPOSED ASPHALT APRON
- PROPOSED LIMEROCK DRIVEWAY
- PROPOSED SIDE STREET RECLAMATION
- PROPOSED TREE REMOVAL
- LIMITS OF DISTURBANCE
- SEDIMENT BARRIER

1" = 40' Horizontal
1" = 4' Vertical

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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE SE	TAYLOR	439669-1-54-01

ROADWAY PLAN AND PROFILE

SHEET NO. 12

Matthew Cantrell 11/9/2023 11:14:48 AM

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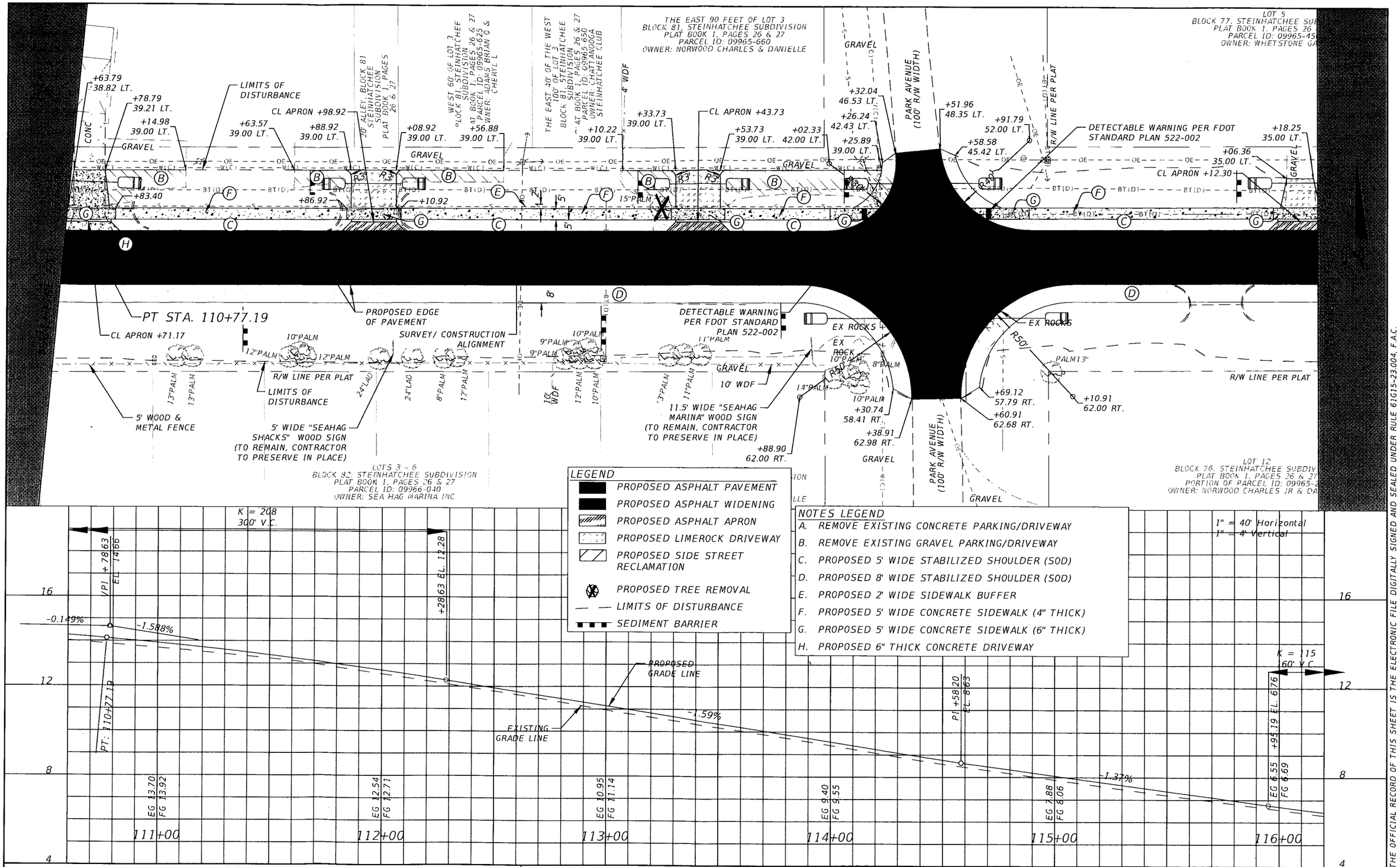

REVISIONS			
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TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE SE	TAYLOR	439669-1-54-01

ROADWAY PLAN AND PROFILE

SHEET NO. 13

Matthew Cantrell 11/9/2023 11:14:52 AM N:\2020\20-0073\Departments\04_Engineering\43966915401\Roadway\eng_data\PROFRD01.dwg

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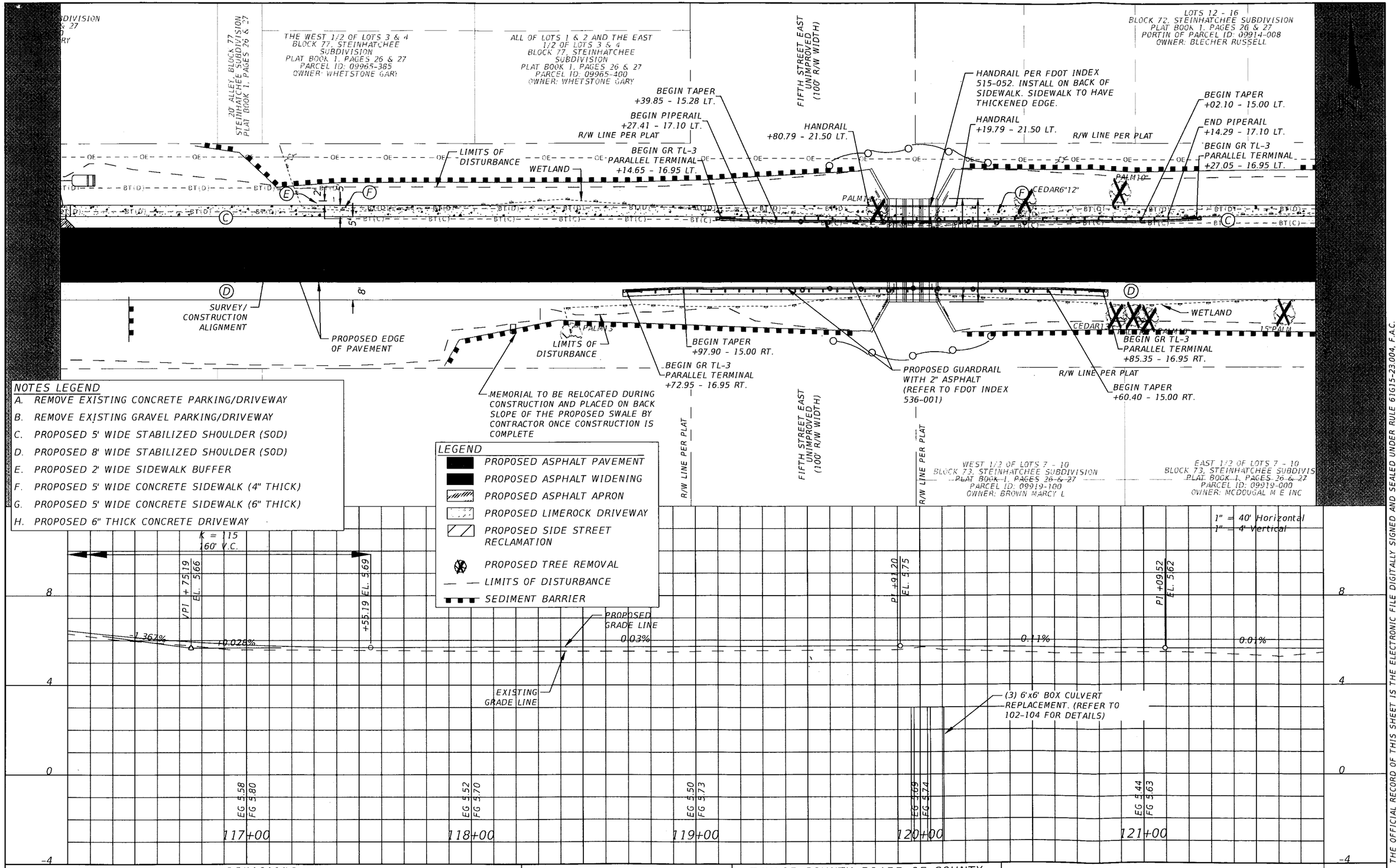

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P.E. LICENSE NUMBER 54352
CHW
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ALACHUA, FL 32615
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE SE	TAYLOR	439669-1-54-01

ROADWAY PLAN AND PROFILE

SHEET NO. 14

Matthew Cantrell 11/9/2023 11:14:56 AM

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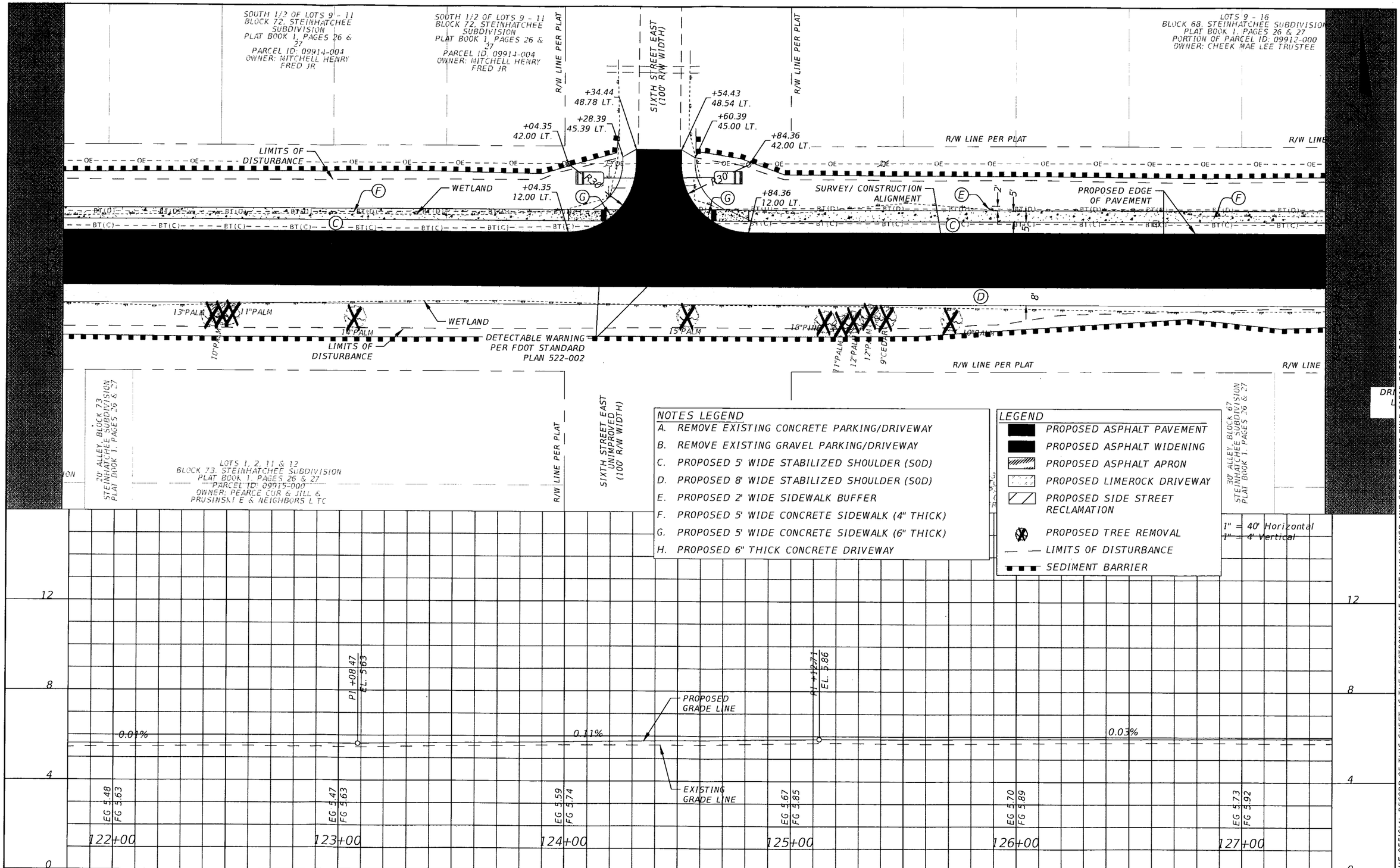

NOTES LEGEND

A. REMOVE EXISTING CONCRETE PARKING/DRIVEWAY
B. REMOVE EXISTING GRAVEL PARKING/DRIVEWAY
C. PROPOSED 5' WIDE STABILIZED SHOULDER (SOD)
D. PROPOSED 8' WIDE STABILIZED SHOULDER (SOD)
E. PROPOSED 2' WIDE SIDEWALK BUFFER
F. PROPOSED 5' WIDE CONCRETE SIDEWALK (4" THICK)
G. PROPOSED 5' WIDE CONCRETE SIDEWALK (6" THICK)
H. PROPOSED 6" THICK CONCRETE DRIVEWAY

LEGEND

- PROPOSED ASPHALT PAVEMENT
- PROPOSED ASPHALT WIDENING
- PROPOSED ASPHALT APRON
- PROPOSED LIMEROCK DRIVEWAY
- PROPOSED SIDE STREET RECLAMATION
- PROPOSED TREE REMOVAL
- LIMITS OF DISTURBANCE
- SEDIMENT BARRIER

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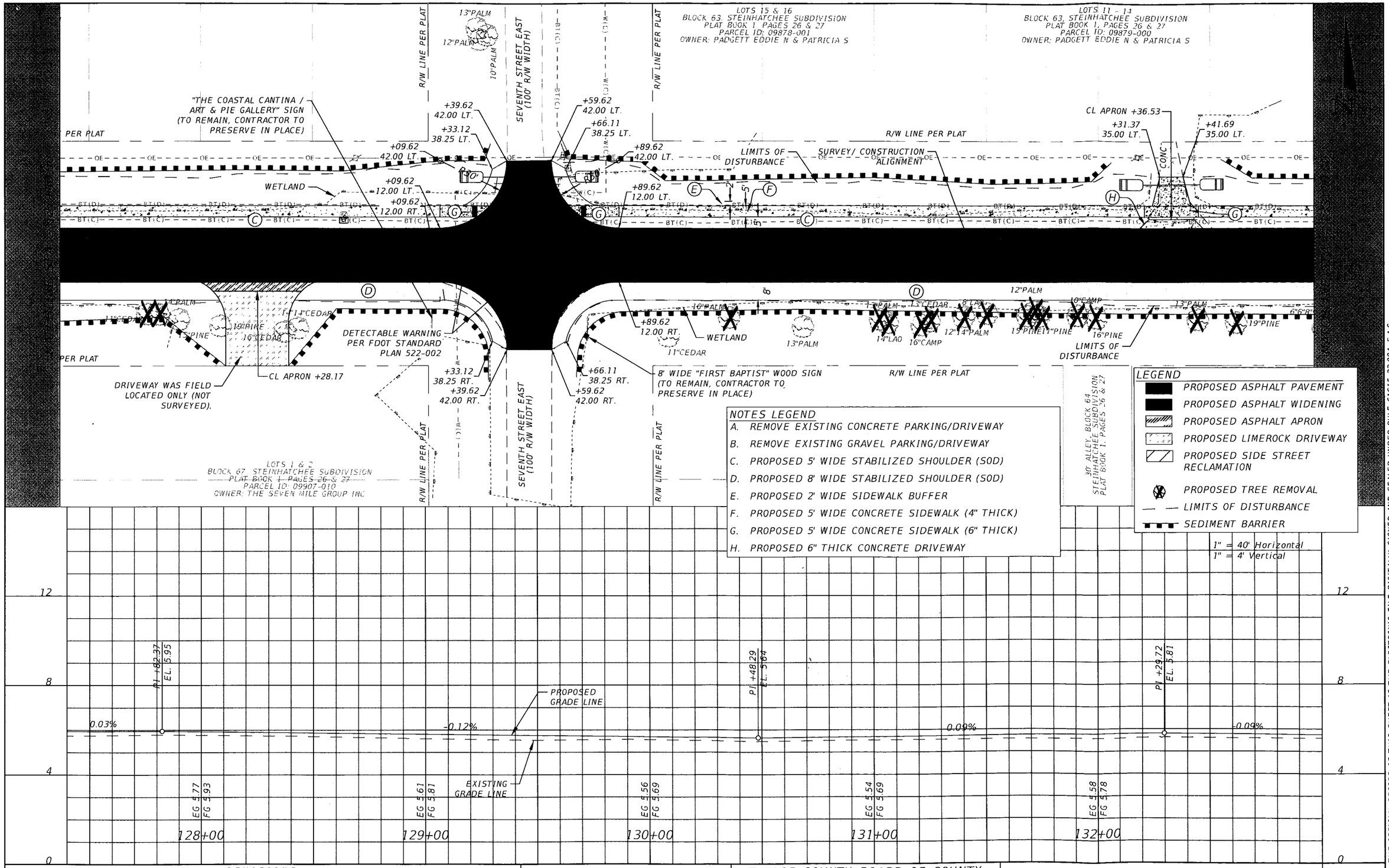
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE SE	TAYLOR	439669-1-54-01

ROADWAY PLAN AND PROFILE

SHEET NO. 15

Matthew Cantrell 11/9/2023 11:15:01 AM N:\2020\20-0073\Departments\04_Engineering\43966915401\Roadway\eng_data\PROFRD01.dwg



REVISIONS			
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TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE SE	TAYLOR	439669-1-54-01

ROADWAY PLAN AND PROFILE

SHEET NO. 16

Matthew Cantrell 11/9/2023 11:15:05 AM

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LOTS 9 & 10
BLOCK 63, STEINHATCHEE SUBDIVISION
PLAT BOOK 1, PAGES 26 & 27
PARCEL ID: 09878-000
OWNER: CARRINGTON JASON R & CHARITY W

THE WEST 85' OF LOTS 9 & 10
BLOCK 58, STEINHATCHEE SUBDIVISION
PLAT BOOK 1, PAGES 26 & 27
PARCEL ID: 09871-001
OWNER: ATWELL RONALD H & KAREN L & PINKSTON GARY L & MARY

THE EAST 100' OF LOTS 9 & 10
BLOCK 58, STEINHATCHEE SUBDIVISION
PLAT BOOK 1, PAGES 26 & 27
PARCEL ID: 09871-000
OWNER: THOMAS STARR &

R/W LINE PER PLAT

EIGHTH STREET EAST (100' R/W WIDTH)
LIMEROCK

WHERE PROPOSED MES HAVE LESS THAN 2 FEET OF SPACE BETWEEN TOES, ADJUST LOCATIONS TO CONNECT THEM OR POUR CONCRETE BETWEEN THEM, MATCH MES WIDTH AND THICKNESS AT TOE (TYP.)

10' WIDE "MADDIES" WOOD ILLUMINATED SIGN (TO BE RELOCATED) (CONTRACTOR TO COORDINATE WITH LAND/BUSINESS OWNER FOR RELOCATION OUTSIDE OF RIGHT OF WAY)

PROPOSED 6" THICK CONCRETE DRIVEWAY. CONTRACTOR TO FIELD VERIFY AND SAW-CUT TO NEAREST JOINT.

+40.81 42.00 LT.
+34.32 38.25 LT.
+10.81 42.00 LT.
+10.81 12.00 LT.
+60.81 42.00 LT.
+67.31 38.25 LT.
+90.81 42.00 LT.
+90.81 12.00 LT.
WETLAND
CL APRON +74.37
+69.76 37.00 LT.
LIMITS OF DISTURBANCE
+78.99 37.00 LT.
WETLAND
CL APRON +00.79
+96.18 36.00 LT.
+05.41 36.00 LT.
+52.61 30.99 LT.
+52.45 22.74 LT.
+20.45 30.64 LT.
R/W LINE PER PLAT
PROPOSED EDGE OF PAVEMENT
R30
R30

DETECTABLE WARNING PER FDOT STANDARD PLAN 522-002
9' WIDE "NORTH FLORIDA GENERATORS" WOOD SIGN (TO BE RELOCATED) (CONTRACTOR TO COORDINATE WITH LAND/BUSINESS OWNER FOR RELOCATION OUTSIDE OF RIGHT OF WAY)
WETLAND
SURVEY/ CONSTRUCTION ALIGNMENT
7.5% CAMP
+82.42 37.00 RT.
+84.62 39.00 RT.
+07.34 39.00 RT.
CL APRON +12.11
+23.42 39.00 RT.
CL APRON +64.74
+69.50 39.00 RT.
REMOVE AND REPLACE MAILBOX PER INDEX 110-200 +89.64 32.22 RT.
4' WDF
+53.42 39.00 RT.
+99.16 37.00 RT.
+94.42 37.00 RT.
+90.58 39.00 RT.
ASPHALT MILLINGS
+24.08 39.00 RT.
+52.24 39.00 RT.
+69.96 39.00 RT.
4' WDF
12"PALM
13"LAC
+05.18 38.00 RT.
+77.16 37.00 RT.
"MCKINNEY CONSTRUCTION" WOOD POST SIGN (TO BE RELOCATED) (CONTRACTOR TO COORDINATE WITH LAND/BUSINESS OWNER FOR RELOCATION OUTSIDE OF RIGHT OF WAY)
+15.31 38.00 RT.
CL APRON +10.31
LIMITS OF DISTURBANCE
+00.17 38.00 RT.
R/W LINE PER PLAT
13"PALM
14"PALM
+10.29 38.00 RT.
CL APRON +05.29
9.5' WIDE "FOOD PANTRY" WOOD SIGN (TO BE RELOCATED) (CONTRACTOR TO COORDINATE WITH LAND/BUSINESS OWNER FOR RELOCATION OUTSIDE OF RIGHT OF WAY)
"NAUTI MERMAID SALON" WOOD POST SIGN (TO BE RELOCATED) (CONTRACTOR TO COORDINATE WITH LAND/BUSINESS OWNER FOR RELOCATION OUTSIDE OF RIGHT OF WAY)
EIGHTH STREET EAST UNIMPROVED (100' R/W WIDTH)
57 DIVISION 26 & 27
STEINHATCHEE PLAT BOO

NOTES LEGEND

A. REMOVE EXISTING CONCRETE PARKING/DRIVEWAY
B. REMOVE EXISTING GRAVEL PARKING/DRIVEWAY
C. PROPOSED 5' WIDE STABILIZED SHOULDER (SOD)
D. PROPOSED 8' WIDE STABILIZED SHOULDER (SOD)
E. PROPOSED 2' WIDE SIDEWALK BUFFER
F. PROPOSED 5' WIDE CONCRETE SIDEWALK (4" THICK)
G. PROPOSED 5' WIDE CONCRETE SIDEWALK (6" THICK)
H. PROPOSED 6" THICK CONCRETE DRIVEWAY

LEGEND

- PROPOSED ASPHALT PAVEMENT
- PROPOSED ASPHALT WIDENING
- PROPOSED ASPHALT APRON
- PROPOSED LIMEROCK DRIVEWAY
- PROPOSED SIDE STREET RECLAMATION
- PROPOSED TREE REMOVAL
- LIMITS OF DISTURBANCE
- SEDIMENT BARRIER

1" = 40' Horizontal
1" = 4' Vertical

K = 592
590' V.C.
+82.23 EL. 5.67
PROPOSED GRADE LINE
EXISTING GRADE LINE
VPI + 77.23
EL. 5.40
-0.09%
+0.091%
+0.905%
EG 5.55 FG 5.65
EG 5.52 FG 5.68
EG 5.69 FG 5.87
EG 6.04 FG 6.23
EG 6.60 FG 6.76
134+00
135+00
136+00
137+00
138+00
12
8
4
0

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REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

MONIQUE M. HEATHCOCK, P.E.
P.E. LICENSE NUMBER 54352
CHW
11801 RESEARCH DRIVE
ALACHUA, FL 32615
CERTIFICATE OF AUTHORIZATION 05075

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE SE	TAYLOR	439669-1-54-01

ROADWAY PLAN AND PROFILE

SHEET NO. 17

Matthew Cantrell 11/9/2023 11:15:09 AM N:\2020\20-0073\Departments\04_Engineering\43966915401\Roadway\eng_data\PR0FRD01.dwg

6 - 8

ALL OF LOTS 9 - 11 & THE SOUTH 20' OF LOT 12
BLOCK 53, STEINHATCHEE SUBDIVISION
PLAT BOOK 1, PAGES 26 & 27
PARCEL ID: 09830-000
OWNER: WHITETAIL INVESTMENT LLC

LOTS 6 - 8
BLOCK 53, STEINHATCHEE SUBDIVISION
PLAT BOOK 1, PAGES 26 & 27
PARCEL ID: 09828-000
OWNER: VYSTAR CREDIT UNION

R/W LINE PER PLAT

CONC

NINTH STREET EAST (100' R/W WIDTH)

DETECTABLE WARNING PER FDOT STANDARD PLAN 522-002

11' WIDE "MS. MADDIES ADDITIONAL PARKING" WOOD SIGN IN WOOD PLANTER (TO BE RELOCATED) (CONTRACTOR TO COORDINATE WITH LAND/BUSINESS OWNER FOR RELOCATION OUTSIDE OF RIGHT OF WAY)

30' ALLEY, STEINHATCHEE PLAT BOOK 1, P

CL DRIVEWAY +74.53

LIMITS OF DISTURBANCE (FACE OF WALK)

PROPOSED EDGE OF PAVEMENT

+96.94 62.00 LT.
+46.92 63.49 LT.
+26.83
+92.98
+66.91 64.09 LT.
+16.99 62.00 LT.
+48.00 37.00 LT.
+88.61
+94.57
+42.41
+89.40 33.25 LT.
+72.74 33.25 LT.
+67.74
+94.40
+81.00
CL DRIVEWAY
+16.64
+21.64 33.25 LT.
CL DRIVEWAY +30.69
+38.97 33.25 LT.
+43.97
+63.69 37.00 LT.
+42.03 37.00 LT.
+66.72 33.07 LT.
+62.08
+52.28
+82.34 33.11 LT. R/W LINE PER PLAT
+87.32
+07.03 37.00 LT.
+14.40
+18.32 12.00 LT.
+63.69 12.00 LT.
+42.03 12.00 LT.
+07.03 12.00 LT.
+17.71 12.00 LT.

R50' R25' R15'

+17.50 12.00 RT.
+53.66 12.00 RT.
+53.66 37.00 RT.
+78.66 37.00 RT.
CL DRIVEWAY +90.66
+02.66 37.00 RT.
GRAVEL
+48.86 37.00 RT.
CL DRIVEWAY +60.86
+72.86 37.00 RT.
+97.86 37.00 RT.
+24.92 12.00 RT.
+24.92 37.00 RT.
+44.29 32.00 RT.
+44.29 37.00 RT.
+00.93 37.65 RT.
+97.71 62.00 RT.

+97.50 62.00 RT.
+47.50 62.00 RT.
WETLAND
+67.50 62.00 RT.
+17.50 62.00 RT.
WETLAND

30' ALLEY, BLOCK 53 STEINHATCHEE SUBDIVISION PLAT BOOK 1, PAGES 26 & 27

"STEINHATCHEE PHARMACY" WOOD SIGN (TO REMAIN, CONTRACTOR TO PRESERVE IN PLACE)

R/W LINE PER PLAT
SURVEY/ CONSTRUCTION ALIGNMENT
LIMITS OF DISTURBANCE

NOTES LEGEND

A. REMOVE EXISTING CONCRETE PARKING/DRIVEWAY
B. REMOVE EXISTING GRAVEL PARKING/DRIVEWAY
C. PROPOSED 5' WIDE STABILIZED SHOULDER (SOD)
D. PROPOSED 8' WIDE STABILIZED SHOULDER (SOD)
E. PROPOSED 2' WIDE SIDEWALK BUFFER
F. PROPOSED 5' WIDE CONCRETE SIDEWALK (4" THICK)
G. PROPOSED 5' WIDE CONCRETE SIDEWALK (6" THICK)
H. PROPOSED 6" THICK CONCRETE DRIVEWAY

LEGEND

- PROPOSED ASPHALT PAVEMENT
- PROPOSED ASPHALT WIDENING
- PROPOSED ASPHALT APRON
- PROPOSED LIMEROCK DRIVEWAY
- PROPOSED SIDE STREET RECLAMATION
- PROPOSED SIDE STREET RECONSTRUCTION
- PROPOSED TREE REMOVAL
- LIMITS OF DISTURBANCE
- SEDIMENT BARRIER

1" = 40' Horizontal
1" = 4' Vertical

K = 394
170' V.C.
+16.85 EL. 11.91

K = 592
590' V.C.
+72.23 EL. 8.07
PI +46.67
EL. 9.65

PROPOSED GRADE LINE
EXISTING GRADE LINE
0.91%
0.84%

EG 7.35 FG 7.46
EG 8.11 FG 8.32
EG 9.04 FG 9.22
EG 9.95 FG 10.09
EG 10.74 FG 10.93
EG 11.62 FG 11.77

16
12
8
4

139+00
140+00
141+00
142+00
143+00
144+00

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MONIQUE M. HEATHCOCK, P.E.
P.E. LICENSE NUMBER 54352
CHW
11801 RESEARCH DRIVE
ALACHUA, FL 32615
CERTIFICATE OF AUTHORIZATION 05075

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE SE	TAYLOR	439669-1-54-01

ROADWAY PLAN AND PROFILE

SHEET NO. 18

Matthew Cantrell 11/9/2023 11:15:37 AM

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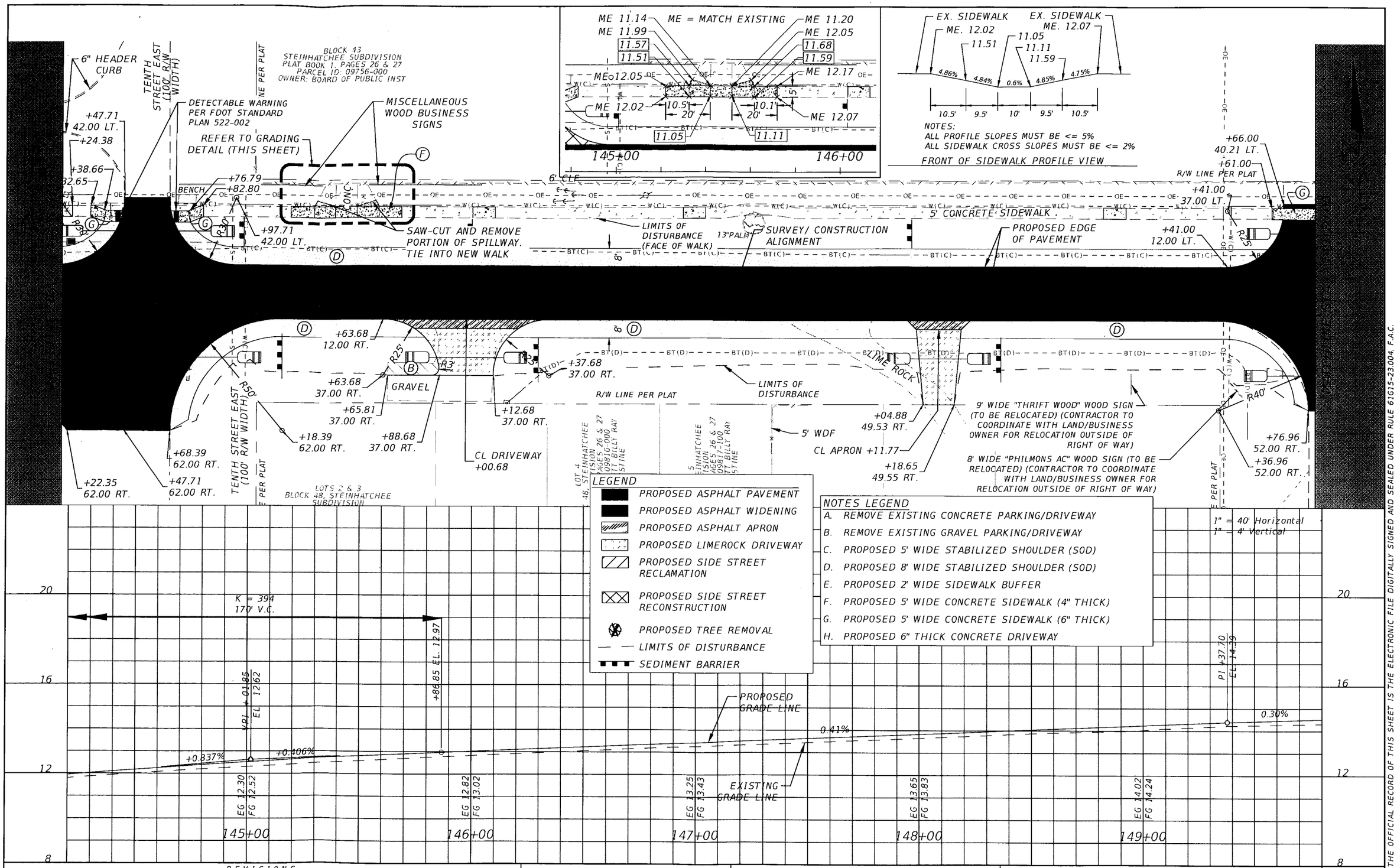

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MONIQUE M. HEATHCOCK, P.E.
P.E. LICENSE NUMBER 54352
CHW
11801 RESEARCH DRIVE
ALACHUA, FL 32615
CERTIFICATE OF AUTHORIZATION 05075

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE SE	TAYLOR	439669-1-54-01

ROADWAY PLAN AND PROFILE

SHEET NO. 19

Matthew Cantrell 11/9/2023 11:15:44 AM N:\2020\20-0073\Departments\04_Engineering\43966915401\Roadway\eng_data\PROFRD02.dwg

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BLOCK 43
STEINHATCHEE SUBDIVISION
PLAT BOOK 1, PAGES 26 & 27
PARCEL ID: 09756-000
OWNER: BOARD OF PUBLIC INST

6' WIDE ILLUMINATED MARQUEE BOARD SIGN (TO REMAIN, CONTRACTOR TO PRESERVE IN PLACE)

8.5' WIDE "DOCTORS MEMORIAL HOSPITAL" METAL SIGN (TO REMAIN, CONTRACTOR TO PRESERVE IN PLACE)

DETECTABLE WARNING PER FDOT STANDARD PLAN 522-002

R/W LINE PER PLAT

TWELFTH STREET EAST (100' R/W WIDTH)

ELEVENTH STREET EAST (100' R/W WIDTH)

+87.50 40.11 LT.
+92.50 37.00 LT.
+12.50
6' CLF
LIMITS OF DISTURBANCE (FACE OF WALK)
PROPOSED EDGE OF PAVEMENT
+62.41
+71.53 33.05 LT.
+66.84 6' CLF
+46.84 37.00 LT.
+46.84 12.00 LT.
CL DRIVEWAY +84.04
+96.56 33.05 LT.
+01.24
+21.24 37.00 LT.
+50.17 37.91 LT.
+45.17
+25.17 37.00 LT.
CL DRIVEWAY +61.42
+74.67 37.91 LT.
+76.67
+81.67
+99.67 37.00 LT.
+57.32 62.00 LT.
6' CLF
+86.12
+80.13
PI STA. 155+17.61
+28.10 62.08 LT.
+07.32 62.08 LT.
R50'
R25'
R40'

SURVEY/ CONSTRUCTION ALIGNMENT
+68.44 36.00 RT.
+78.57 36.00 RT.
+92.17 12.00 RT.
+77.47 12.00 RT.
+97.96 52.00 RT.
+37.96 52.00 RT.
CL APRON +73.57
LIMITS OF DISTURBANCE
DRIVEWAY WAS FIELD LOCATED ONLY (NOT SURVEYED)
+57.80 62.00 RT.
+07.80 61.92 RT.
+27.37 61.92 RT.

LOTS 6 - 8
BLOCK 41 STEINHATCHEE SUBDIVISION
PLAT BOOK 1, PAGES 26 & 27
PARCEL ID: 09760-000
OWNER: D M BAY STORAGE LLC

NOTES LEGEND
A. REMOVE EXISTING CONCRETE PARKING/DRIVEWAY
B. REMOVE EXISTING GRAVEL PARKING/DRIVEWAY
C. PROPOSED 5' WIDE STABILIZED SHOULDER (SOD)
D. PROPOSED 8' WIDE STABILIZED SHOULDER (SOD)
E. PROPOSED 2' WIDE SIDEWALK BUFFER
F. PROPOSED 5' WIDE CONCRETE SIDEWALK (4" THICK)
G. PROPOSED 5' WIDE CONCRETE SIDEWALK (6" THICK)
H. PROPOSED 6" THICK CONCRETE DRIVEWAY

LEGEND
PROPOSED ASPHALT PAVEMENT
PROPOSED ASPHALT WIDENING
PROPOSED ASPHALT APRON
PROPOSED LIMEROCK DRIVEWAY
PROPOSED SIDE STREET RECLAMATION
PROPOSED TREE REMOVAL
LIMITS OF DISTURBANCE
SEDIMENT BARRIER

1" = 40' Horizontal
1" = 4' Vertical

K = 153
100' V.C.
K = 617
200' V.C.

+75.40 EL. 15.41
VPI + 25.40
EL. 15.56
+75.40 EL. 15.39
+21.26 EL. 15.23
VPI + 21.26
EL. 14.88

PROPOSED GRADE LINE
EXISTING GRADE LINE
0.30%
+0.302%
-0.350%
-0.36%
-0.350%
0.674%
HP: 15.48
STA: 153+21.78

EG 14.36 FG 14.58
EG 14.69 FG 14.88
EG 15.01 FG 15.18
EG 15.29 FG 15.47
EG 15.14 FG 15.30
EG 14.78 FG 14.90
PI: 155+17.61

20
16
12
8

150+00
151+00
152+00
153+00
154+00
155+00

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MONIQUE M. HEATHCOCK, P.E.
P.E. LICENSE NUMBER 54352
CHW
11801 RESEARCH DRIVE
ALACHUA, FL 32615
CERTIFICATE OF AUTHORIZATION 05075

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE SE	TAYLOR	439669-1-54-01

ROADWAY PLAN AND PROFILE

SHEET NO. 20

Matthew Cantrell 11/9/2023 11:15:49 AM

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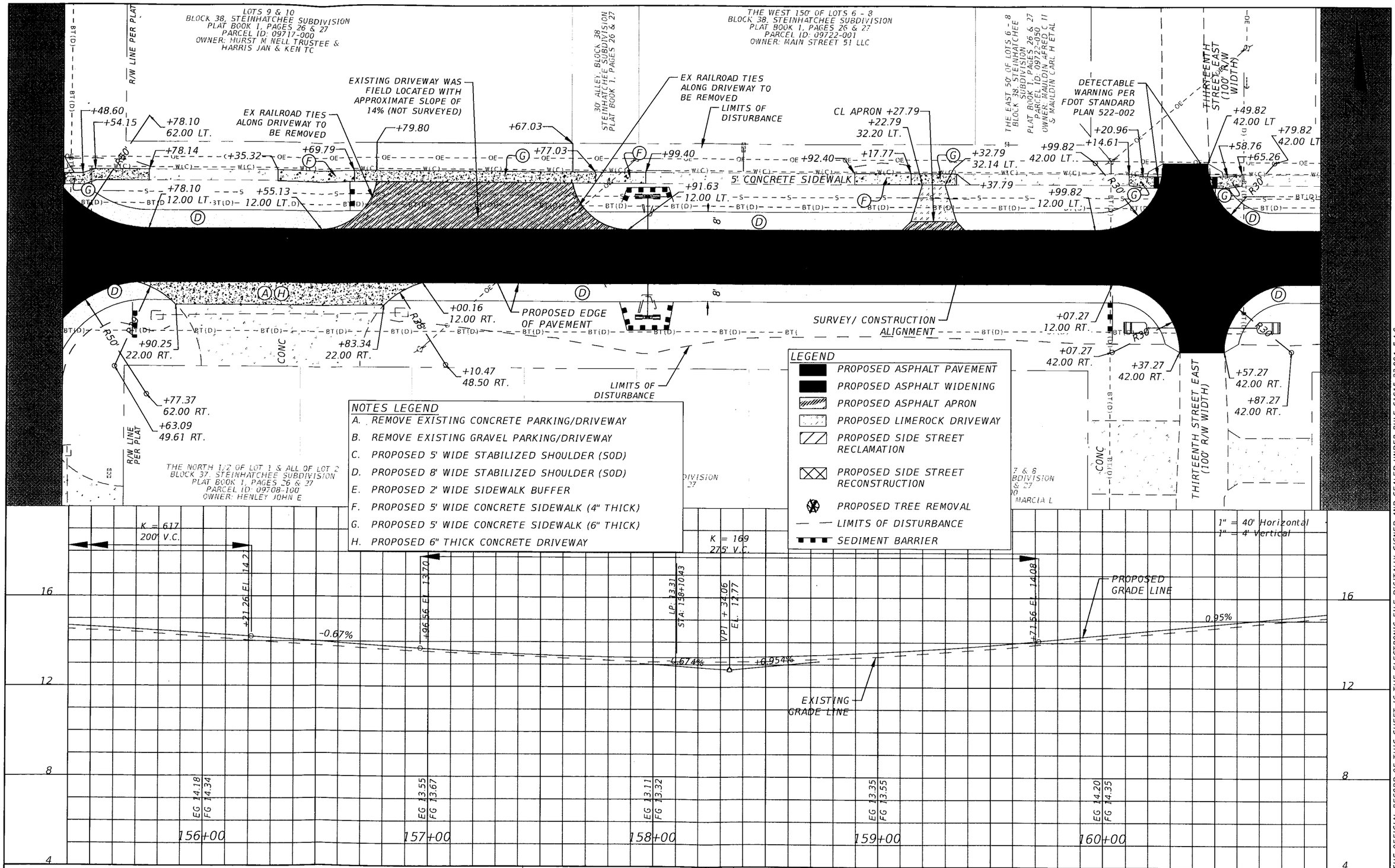

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MONIQUE M. HEATHCOCK, P.E.
P.E. LICENSE NUMBER 54352
CHW
11801 RESEARCH DRIVE
ALACHUA, FL 32615
CERTIFICATE OF AUTHORIZATION 05075

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE SE	TAYLOR	439669-1-54-01

ROADWAY PLAN AND PROFILE

SHEET NO. 21

Matthew Cantrell 11/9/2023 11:15:53 AM

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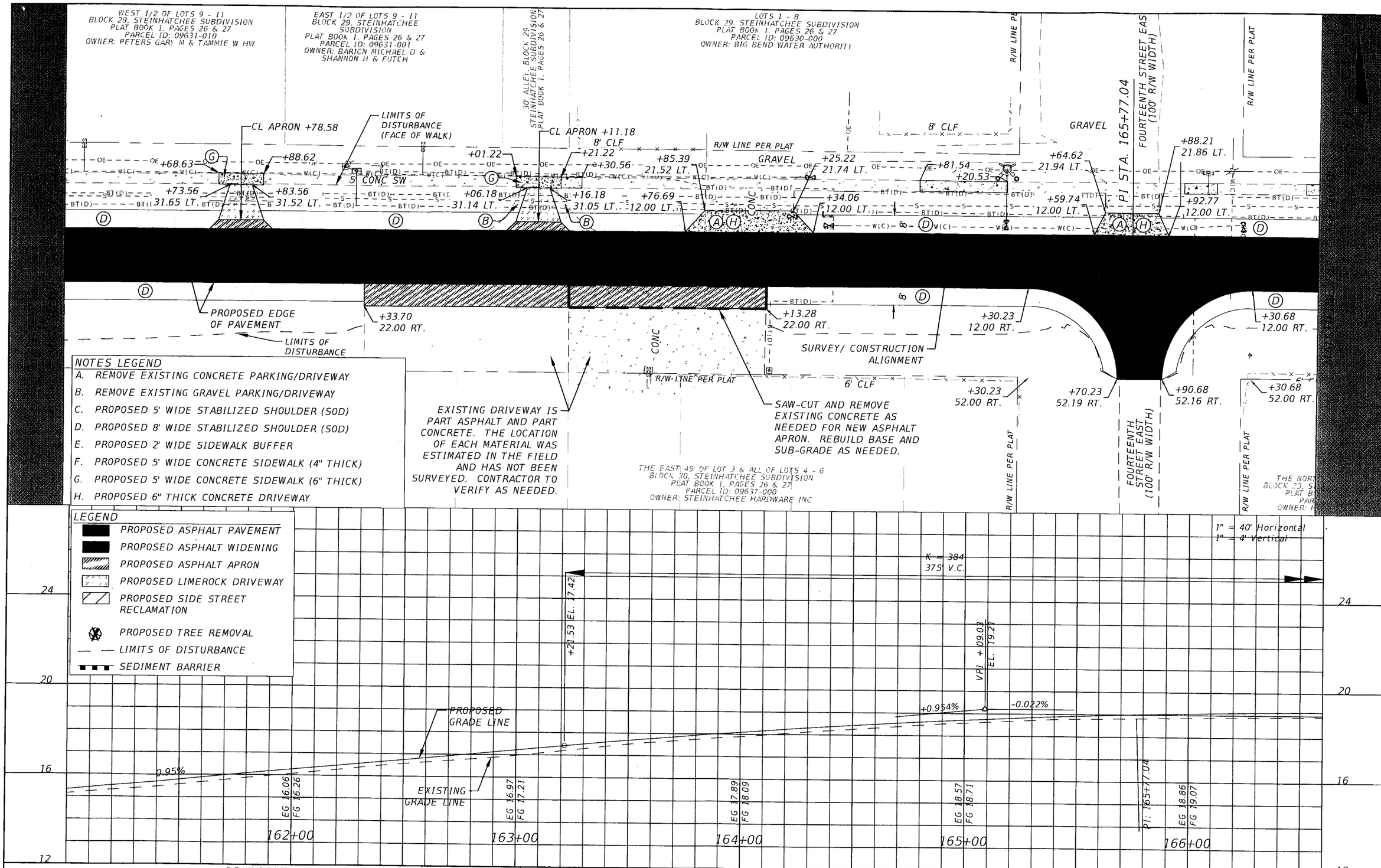

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MONIQUE M. HEATHCOCK, P.E.
P.E. LICENSE NUMBER 54352
CHW
11801 RESEARCH DRIVE
ALACHUA, FL 32615
CERTIFICATE OF AUTHORIZATION 05075

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE SE	TAYLOR	439669-1-54-01

ROADWAY PLAN AND PROFILE

SHEET NO. 22

Matthew Cantrell 11/9/2023 11:15:58 AM N:\2020\20-0073\Departments\04_Engineering\43966915401\Roadway\eng_data\PROFRD02.dwg

LOTS 9 - 11
BLOCK 24, STEINHATCHEE SUBDIVISION
PLAT BOOK 1, PAGES 26 & 27
PARCEL ID: 09612-000
OWNER: TRI-COUNTY ELECTRIC CO OP INC

LOTS 5 - 8
BLOCK 24, STEINHATCHEE SUBDIVISION
PLAT BOOK 1, PAGES 26 & 27
PARCEL ID: 09609-000
OWNER: FELLOWSHIP BAPTIST CHURCH OF STEINHATCHEE INC

1/2 OF LOTS 14 & 15
STEINHATCHEE SUBDIVISION
BOOK 1, PAGES 26 & 27
PARCEL ID: 09607-350
ART TRUST AGREEMENT

LOT 16 - 18
BLOCK 23, STEINHATCHEE SUBDIVISION
PLAT BOOK 1, PAGES 26 & 27
PARCEL ID: 09607-450
OWNER: JENKINS EDWARD R & CAROL M

1" = 40'

TRANSITION SIDEWALK CROSS SLOPE (MIN 20' TRANSITION LENGTH)
8' CLF
+73.90 37.00 LT.
+73.90 48.23 LT.
1/2" EXPANSION JOINT (PERFORMED JOINT FILLER) PER FDOT STANDARD PLAN 522-001
+50.73 48.50 LT.
+50.73 37.00 LT.
+55.73
TRANSITION SIDEWALK CROSS SLOPE (MIN 20' TRANSITION LENGTH)
LIMITS OF DISTURBANCE (FACE OF WALK)
CL DRIVEWAY +05.04
+93.04 39.63 LT.
+17.04 39.63 LT.
+01.01 72.00 LT.
R/W LINE PER PLAT
EXISTING R/W LINE
STATE ROAD 51 (R/W WIDTH VARIES)
+54.68 45.19 LT.
DETECTABLE WARNING PER FDOT STANDARD PLAN 522-002
+38.11
+25.20
+15.20
+88.04
+75.73 12.00 LT.
PROPOSED EDGE OF PAVEMENT
+73.04 12.00 LT.
+37.04 12.00 LT.
+22.04
5' CONCRETE SIDEWALK
R60'
END PROJECT STA. 171+53.03
N: 246517.487
E: 2327413.441
172+00
+48.90 12.00 LT.
+99.30 31.07 RT.
+37.69 31.07 RT.
+84.54 31.07 RT.
+47.81 31.07 RT.
+14.19 31.07 RT.
+24.32 31.07 RT.
CL APRON +42.81
CL APRON +19.32
CL APRON +91.92
3' WDF
LIMITS OF DISTURBANCE
+49.22 20.00 RT.
+28.83 12.00 RT.
+28.83 42.00 RT.
SURVEY/ CONSTRUCTION ALIGNMENT
R/W LINE PER PLAT
+88.95 20.00 RT.
+09.34 42.00 RT.
R30'
R50'
DETECTABLE WARNING PER FDOT STANDARD PLAN 522-002
+51.70 38.72 RT.
End STA. 172+00.00
+07.46 62.00 RT.
DETECTABLE WARNING PER FDOT STANDARD PLAN 522-002
STATE ROAD 51 (R/W WIDTH VARIES)
BLOCK 23, STEINHATCHEE SUBDIVISION, PLAT BOOK 1, PAGES 26 & 27

LEGEND
- PROPOSED ASPHALT PAVEMENT
- PROPOSED ASPHALT WIDENING
- PROPOSED ASPHALT APRON
- PROPOSED LIMEROCK DRIVEWAY
- PROPOSED SIDE STREET RECLAMATION
- PROPOSED TREE REMOVAL
- LIMITS OF DISTURBANCE
- SEDIMENT BARRIER

NOTES LEGEND
- A. REMOVE EXISTING CONCRETE PARKING/DRIVEWAY
- B. REMOVE EXISTING GRAVEL PARKING/DRIVEWAY
- C. PROPOSED 5' WIDE STABILIZED SHOULDER (SOD)
- D. PROPOSED 8' WIDE STABILIZED SHOULDER (SOD)
- E. PROPOSED 2' WIDE SIDEWALK BUFFER
- F. PROPOSED 5' WIDE CONCRETE SIDEWALK (4" THICK)
- G. PROPOSED 5' WIDE CONCRETE SIDEWALK (6" THICK)
- H. PROPOSED 6" THICK CONCRETE DRIVEWAY

1" = 40' Horizontal
1" = 4' Vertical

K = 384
375' V.C.
HP: 19.17
STA. 166+80.15
+96.53 EL. 19.17
PROPOSED GRADE LINE
EXISTING GRADE LINE
-0.02%
-0.15%
0.10%
PI +09.80 EL. 19.10
PI +33.78 EL. 19.02
END PROFILE STA. 171+53.03 ELEV. 19.02
EG 19.00 FG 19.17
EG 19.01 FG 19.14
EG 18.93 FG 19.12
EG 18.93 FG 19.10
EG 18.80 FG 18.96
24
20
16
12
167+00
168+00
169+00
170+00
171+00

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MONIQUE M. HEATHCOCK, P.E.
P.E. LICENSE NUMBER 54352
CHW
11801 RESEARCH DRIVE
ALACHUA, FL 32615
CERTIFICATE OF AUTHORIZATION 05075

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
1ST AVE SE	TAYLOR	439669-1-54-01

ROADWAY PLAN AND PROFILE

SHEET NO. 23

Matthew Cantrell 11/9/2023 11:16:03 AM

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NOTICE TO BIDDERS

CONCRETE APRON REHABILITATION – PHASE 2 at PERRY FOLEY AIRPORT TAYLOR COUNTY, FLORIDA

Notice is hereby given that Taylor County will receive sealed bids at the Taylor County Board of County Commissioners, Attn: Clerk's Office, 108 North Jefferson Street, Perry, Florida 32347 (850-838-3506) until 4 pm local time on Friday, January 12, 2024, for the Concrete Apron Rehabilitation – Phase 2 project at the Perry Foley Airport, Perry, Fl. Bids must be submitted in a sealed enveloped clearly marked **"BID ENCLOSED: CONCRETE APRON REHABILITATION – PHASE 2; PERRY FOLEY AIRPORT."** Bids will be opened at the Taylor County Board of County Commissioners meeting to be held at the Taylor County Administration Complex, 201 East Green Street, Perry, Florida on Tuesday, January 16, 2024 at 6:05 pm or as soon thereafter as possible. Bids will be publicly opened and read aloud.

The project consists of providing all labor, materials, machinery, tools, equipment, and other means of construction necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following:

> Removal and replacement of concrete joints, removal and replacement of damaged concrete pavement, and other miscellaneous concrete rehabilitation work.

The contract time for substantial completion of the Base Bid work shall be 30 calendar days from the date of the "Notice to Proceed (NTP)." The final project completion shall be 60 calendar days from the date of the "Notice to Proceed (NTP)". Additional days will be awarded if additional alternates are awarded.

Beginning on Wednesday, November 29, 2023, drawings, specifications, and project documents may be examined by appointment at the Airport Terminal Building of the Perry Foley Airport at 481 Industrial Park Drive, Perry, Florida 32348. Appointments may be made by calling Ward Ketring at Perry Foley Airport at 850-838-3519. Beginning on Wednesday, November 29, 2023, digital copies of the above documents may be obtained from the offices of AVCON, INC., 320 Bayshore Drive, Suite A, Niceville, Florida, 32578, (850) 678-0050.

Bid security in the amount of at least five percent (5%) of the total quote must be submitted with the quote. The quote security may be either a certified check or a proposal guaranty bond executed by a surety company authorized to do business in the State of Florida. Quote security shall be made payable to Taylor County. The successful contractor must be able to furnish proof of required insurance, a 100% Performance Bond, and a 100% Labor and Materials Payment Bond, and shall begin execution of this contract within five (5) calendar days following the date of the Notice to Proceed.

Funding for this project is being provided by the Florida Department of Transportation and will be subject to all applicable requirements of the U.S. Department of Transportation grant assurances.

The successful contractor will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFR Part 60-1, 33 F.2 7804). Wages paid to employees must comply with the minimum established by the U.S. Department of Labor Wage Determination. The successful contractor must comply with the Davis-Bacon Act, Copeland Act (Anti-Kickback Act), the Occupational Safety and Health Act, the Contract Work Hours and Safety Standards Act (CWHSSA), Title VI of the Civil Rights Act of 1964 and Executive Order 11246.

Taylor County has an approved Disadvantaged Business Enterprise (DBE) Program for Airport Improvement Program projects which the successful contract must comply with. The DBE participation goal for this project is 4.78% and compliance requirements are listed in the project documents.

A non-mandatory Pre-Bid Conference will be conducted at the Terminal Building of the Perry Foley Airport at 481 Industrial Park Drive, Perry, Florida 32348 on Wednesday, December 13, 2023 at 10:00 a.m. local time (EDT). Questions relating to the Project Documents will be answered at that time. Attendance by prospective prime contractors is strongly recommended.

The Taylor County Board of County Commissioners reserves the right, it its sole and absolute discretion, to reject, to cancel, or withdraw this bid at any time and waive any irregularities in the bid 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 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 bid deemed to be in the County's best interest. **No faxed Proposals will be accepted.**

OWNER'S CONTACT:
Jami Evans
County Grants Coordinator
Taylor County Board of County Commissioners
201 East Green Street
Perry, Florida 32347
Tel: 850-838-3553
Fax: 850-838-3563

ENGINEER'S CONTACT:
John Collins, P.E.
Senior Project Manager
AVCON, INC.
320 Bayshore Drive, Suite "A"
Niceville, Florida 32578
Tel: 850-678-0050

All bids should be addressed as follows:

BID ENCLOSED: CONCRETE APRON REHABILITATION – PHASE 2
PERRY FOLEY AIRPORT

Taylor County Board of County Commissioners
Attention: Clerk's Office
108 North Jefferson Street
Perry, Florida 32347

By:
Taylor County Board of County Commissioners

Name: _____ _____
Date

Title: _____

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**THE BOARD TO CONSIDER APPROVAL OF REQUEST BY THE TAYLOR COUNTY HISTORICAL SOCIETY FOR THE USE OF THE COURTHOUSE PARKING LOT FOR THE ANNUAL DOWNTOWN CHRISTMAS OPEN HOUSE AND PARADE ON DECEMBER 1, 2023.**
MEETING DATE REQUESTED:	**NOVEMBER 28, 2023**

Statement of Issue: TO ALLOW USE OF THE COURTHOUSE PARKING LOT ON DECEMBER 1, 2023.

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: (850) 838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options: APPROVE/ DO NOT APPROVE

Attachments: CERTIFICATE OF INSURANCE
EMAILED REQUEST

Marsha Durden

From: LaWanda Pemberton
Sent: Monday, November 6, 2023 3:37 PM
To: Agenda; Marsha Durden
Subject: FW: Downtown Christmas

FYI... for 2nd meeting in November.

LaWanda Pemberton
County Administrator
Taylor County Board of County Commissioners http://www.taylorcountygov.com

-----Original Message-----
From: Perry Newspapers <newsdesk@perrynewspapers.com>
Sent: Monday, November 6, 2023 11:00 AM
To: LaWanda Pemberton <LPemberton@taylorcountygov.com>
Subject: Downtown Christmas

Morning LaWanda,

We would like to request use of the courthouse parking lot for the Downtown Christmas on the Square celebration — Friday, Dec. 1. We are securing liability insurance and I'll send you a copy as soon as we receive it.

Thanks,
Angela
Taylor County Historical Society
85-672-9091

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/17/2023

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

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

PRODUCER	CONTACT NAME: Leslie Anderson	
Swann Insurance Agency 105 1/2 N. Jefferson Street	PHONE (A/C, No, Ext): (850) 584-5800	FAX (A/C, No):
	E-MAIL ADDRESS: Swanninsurance@fairpoint.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
Perry FL 32347	INSURER A : PHILADELPHIA IND INS CO	18058
INSURED	INSURER B :	
Taylor County Historical Society 118 E MAIN ST	INSURER C :	
	INSURER D :	
	INSURER E :	
PERRY FL 32347-2739	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		EV128706	12/01/2023	12/02/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

Taylor County Board of County Commissioners

201 East Green Street

Perry FL 32347

CANCELLATION

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

Leslie Anderson

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	
MEETING DATE REQUESTED:	08/07/2023

Statement of Issue: Taylor County Designated Receiving System and Behavioral Health Transportation Plan 2023-2026

Recommended Action: Approval of the Plan

Fiscal Impact:

Budgeted Expense:

Submitted By: Catherine Brunson

Contact: Sophia Whaley 850-661-8139

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Taylor County Designated Receiving System and Behavioral Health Transportation Plan 2023-2026 and Attestations

DEPARTMENT OF CHILDREN AND FAMILIES
SUBSTANCE ABUSE AND MENTAL HEALTH
(NORTHWEST REGION)

NWF Health Network
Substance Abuse and Mental Health Managing Entity

Taylor County
Designated Receiving System and
Behavioral Health Transportation Plan

2023-2026

TAYLOR COUNTY DESIGNATED RECEIVING SYSTEM AND BEHAVIORAL HEALTH TRANSPORTTION PLAN

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Taylor County Designated Receiving System and Behavioral Health Transportation Plan

Introduction

In accordance with Chapter 394, Part 1, and Florida Statues (the "Florida Mental Health Act or the "Baker Act") Chapter 397, Florida Statutes, (the "Hal S. Marchman Alcohol and Other Drug Services Act of 1993,") and specifically sections 394.4573 and 394.462, Florida Statutes, this plan has been developed to organize:

- a centralized system for transportation of persons in need of emergency behavioral health services to an authorized centralized receiving facility; and
- a designated central receiving system to ensure the provision of the 'No Wrong Door" model provided in Section 394.4573, Florida Statutes.

This plan requires approval by the Taylor County Board of County Commissioners and NWF Health Network (Substance Abuse and Mental Health Managing Entity). Upon approval, this document will service as the designated receiving system and transportation plan for Taylor County.

The intent of this plan is:

1. An arrangement centralizing and improving the provision of services for individuals accessing emergency behavioral health services;
2. An acknowledgement and agreement of Apalachee Center as the designated Central Receiving Facility for the purposes of transporting individuals accessing emergency behavioral health services;
3. A specialized transportation system that provides an efficient and humane method of transporting patients to the Central Receiving Facility, as designated herein.

Purpose

In the continued best interest of persons in need of public mental healthcare in Taylor County it is agreed that approval and subsequent renewal of this plan will continue the successful established centralized Baker Act/Marchman Act system, in partnership with the Apalachee Center as it is designated Central Receiving Facility. This plan will ensure that individuals accessing emergency behavioral health services pursuant (particularly involuntary psychiatric hospitalization) pursuant to either the Baker Act or the Marchman Act will obtain immediate access to acute services and will provide the following community benefits:

1. Provide for a Central Receiving Facility that is consistent with the 'No Wrong Door Model" consists of a designated central receiving facility that serves as a single-entry point for persons with mental health or substance use disorders, or co-occurring disorders.
2. Minimize the amount of time Law Enforcement and Emergency Management Services personnel spend on administrative functions when transporting individuals needing involuntary emergency behavioral health services pursuant to the Baker Act or Marchman Act.

3. Provide the opportunity for jail diversion for individuals where it would be more appropriate than incarceration.
4. Community cost-savings by having a streamlined system of care that minimizes wait times and focuses on getting individuals connected to the appropriate service (Crisis Stabilization or Detox) rather than emergency room services for behavioral health needs.

Taylor County's Designated Receiving (DRS)

Taylor County's Designated Receiving System shall operate as a central receiving system. The Central Receiving Facility for Taylor County has been designated as the Apalachee Center by a grant received through the Department of Children and Families. *This facility is located at: 2634 Capital Circle NE, Tallahassee, FL 32308.*

The Central Receiving Facility (CRF) will serve as the single point of access within the Central Receiving System (CRS) for all individuals transported under the Baker and Marchman Acts. This single point of entry will support the "No Wrong Door" model as described in s. 394.4573 (2)(b)2, and will guarantee that individuals with mental illnesses and/or substance abuse issues are brought to the Central Receiving Facility location when they are subject to the Baker or Marchman Act. The Central Receiving Facility shall be capable of assessment, evaluation, and triage or treatment or stabilization of persons with mental health or substance use disorders, or co-occurring disorders. Through the assessment process at the Central Receiving Facility, all individuals will be linked with the appropriate level of care (inpatient and/or outpatient) and to the appropriate service provider that can meet their identified needs. Partners in the Central Receiving System includes inpatient programs at Apalachee Center, Tallahassee Memorial Hospital Behavioral Health, and HCA Florida Capital Hospital Behavioral Health.

Transportation

Upon the entry of an appropriate order or execution of a certificate for involuntary examination, the Taylor County Sheriff's Office shall take into custody and transport all covered individuals, which includes adults and youth under the age of 18 subject to either an involuntary Baker Act or involuntary Marchman Act order, to the Central Receiving Facility were law enforcement shall promptly transfer custody of the covered individual to the Central Receiving Facility.

Medical Treatment

Individuals needing medical treatment should be handled according to policy of the law enforcement agency and transported to the closet medical hospital. Law enforcement officers may request assistance from Emergency Medical System if such assistance is needed for the safety of the officer or the person in custody.

Law enforcement shall comply with all applicable state laws and rules to ensure the safety and dignity of all persons in its custody.

The costs of transportation of persons who have been arrested for violations of any state or local laws may be recovered as provided in section 901.35, Florida Statutes.

The person responsible for payment for such transportation shall be the person receiving transportation. The County shall seek reimbursement from the following sources in the following order:

(1) From a private or public third-party payor;
(2) From the person receiving transportation;
(3) From a financial settlement for medical care, treatment, hospitalization, or transportation payable or accruing to an injured party.

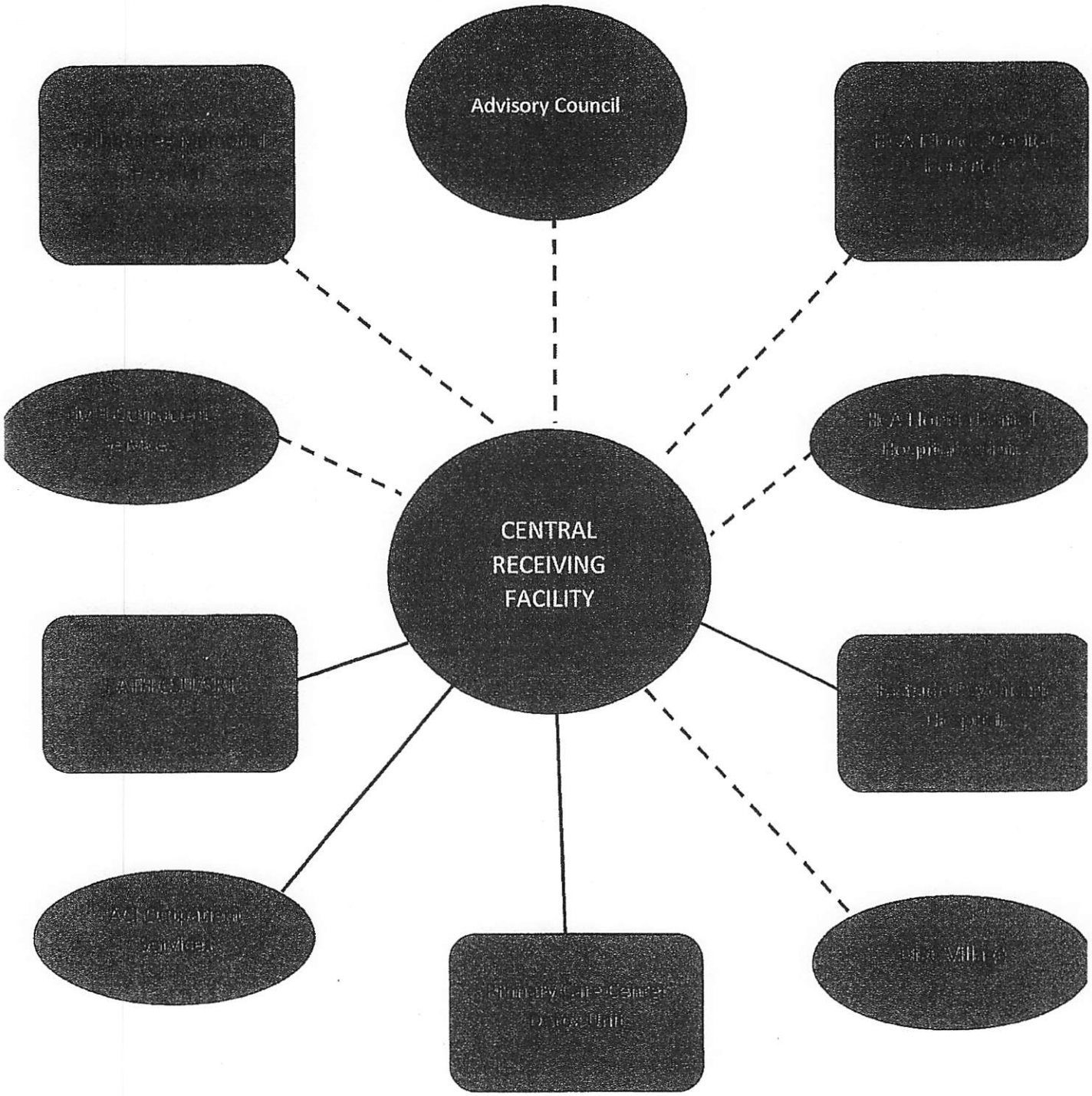
Choice

With Apalachee Center's designation through a grant award from the Florida Department of Children and Families, Law Enforcement will transport all individuals requiring behavioral health services to a Central Receiving Facility at Apalachee Center. From here, Apalachee Center will collaborate with other crisis stabilization units to appropriately place individuals were needs can be met.

System Oversight

The following chart identifies the relationships between the Central Receiving Facility and the inpatient facilities or partner agencies that are participating in the Central Receiving System. The chart includes the Advisory Council which will provide oversight and guidance to the project. The Advisory Council will include representatives from all three receiving facilities (Apalachee Center, HCA Florida Capital Hospital, and Tallahassee Memorial Healthcare), law enforcement agencies, NWF Health Network Managing Entity, a Peer Specialist, NAMI, and a Circuit 2 Judiciary representative.

The solid black line indicates an Apalachee Program and the dotted black line indicates a partner agency or council.


Advisory Council
CENTRAL
RECEIVING
FACILITY

Inter-organizational Collaboration

Implementing a Designated Receiving System and Transportation Plan for covered persons in need of behavioral health services requires a significant amount of cooperation, commitment and collaboration from all parties involved. Besides having the strong support of law enforcement and the behavioral providers, local hospitals have engaged in a public planning process which has strengthened the relationships between all parties responsible for implementing the Central Receiving Facility, streamlining efforts for persons in need of emergency behavioral health services. The community support for this plan from Tallahassee Memorial Healthcare, HCA Florida Capital Hospital, DISC Village, SEDNET, Taylor County Sheriff's Office and Apalachee Center.

This plan shall be reviewed by the County and NWF Health Network at least once every (3) years and undated as necessary.

DEFINITIONS

Baker Act	The Florida Mental Health Act, Part 1 of Chapter 394, Florida Statutes.
Marchman Act:	The Hal S. Marchman Alcohol and Other Drug Services Act.
Central Receiving Facility:	Receiving facility designated by the Department of Children and Families to accept and hold involuntary patients under emergency conditions or for psychiatric evaluation and to provide short-term treatment. The central receiving facility shall be capable of assessment, evaluation, and triage or treatment or stabilization of persons with mental health or substance use disorders, or co-occurring disorders. The Apalachee Center is the current Central Receiving Facility.
Central Receiving System:	A system that consists of a designated central receiving facility that serves as a single-entry point for persons with mental health or substance use disorders, or co-occurring disorders.

This eight (8) page Memorandum of Agreement is not a binding contract. It is an expression of cooperation for the purpose of providing services to clients and coordinating activities to the extent possible and as allowed by law. No contract rights attach to this MOA for any of the parties or for any third party beneficiaries. This Memorandum of Agreement is effective upon signing and shall end three years from date of final signature unless extended in writing by the parties. A party may terminate their involvement in the memorandum without cause upon written notice to the remaining parties.

Attachment A

Behavioral Health Receiving System Attestation

As the authorized representative of Taylor County Sheriffs Office (Name of Agency or Entity), I attest to the following (initial only those statements that apply).

✓ My agency/entity has collaborated in the planning process and supports the plan's provisions.

_____ My agency/entity has entered into the necessary formal agreements to ensure the provisions of the BHRS plan are properly implemented, including contracts, written memoranda of agreement, or other binding arrangements.

_____ My agency /entity holds and has the capacity to maintain the necessary credentials (i.e., licenses, certifications, or designations) to provide the array of services my agency is specified to provide in the BHRS plan.

✓ My agency/entity has procedures in place to document and report on agreed upon tasks and activities provided.

Comments:

_____

_____

_____

_____

_____

My signature serves as attestation that my Agency/Entity agrees with the contents of the BHRS plan.

[signature] Finance Director

Signature and Date of Agency/Entity Representative Title

John Kearney

Printed Name of Agency/Entity Representative

Attachment A

Behavioral Health Receiving System Attestation

As the authorized representative of SEDNET REGION 2B (Name of Agency or Entity), I attest to the following (initial only those statements that apply).

✓ My agency/entity has collaborated in the planning process and supports the plan's provisions.
_____ My agency/entity has entered into the necessary formal agreements to ensure the provisions of the BHRS plan are properly implemented, including contracts, written memoranda of agreement, or other binding arrangements.
_____ My agency /entity holds and has the capacity to maintain the necessary credentials (i.e., licenses, certifications, or designations) to provide the array of services my agency is specified to provide in the BHRS plan.
_____ My agency/entity has procedures in place to document and report on agreed upon tasks and activities provided.

Comments:

My signature serves as attestation that my Agency/Entity agrees with the contents of the BHRS plan.

Karin L. Gerold — 6/21/23

Signature and Date of Agency/Entity Representative — Title

Karin Gerold

Printed Name of Agency/Entity Representative

Attachment A

Behavioral Health Receiving System Attestation

As the authorized representative of OCF/SAMH (Name of Agency or Entity), I attest to the following (initial only those statements that apply).

CRC My agency/entity has collaborated in the planning process and supports the plan's provisions.

_____ My agency/entity has entered into the necessary formal agreements to ensure the provisions of the BHRS plan are properly implemented, including contracts, written memoranda of agreement, or other binding arrangements.

C.R.C My agency /entity holds and has the capacity to maintain the necessary credentials (i.e., licenses, certifications, or designations) to provide the array of services my agency is specified to provide in the BHRS plan.

C.R.C My agency/entity has procedures in place to document and report on agreed upon tasks and activities provided.

Comments:

Taylor Transportation plan.

My signature serves as attestation that my Agency/Entity agrees with the contents of the BHRS plan.

[signature] 10/15/23

Signature and Date of Agency/Entity Representative

SHPS

Title

Corey Charles

Printed Name of Agency/Entity Representative

Attachment A

Behavioral Health Receiving System Attestation

As the authorized representative of Apalachee Center, Inc (Name of Agency or Entity), I attest to the following (initial only those statements that apply).

✓ My agency/entity has collaborated in the planning process and supports the plan's provisions.

✓ My agency/entity has entered into the necessary formal agreements to ensure the provisions of the BHRS plan are properly implemented, including contracts, written memoranda of agreement, or other binding arrangements.

✓ My agency /entity holds and has the capacity to maintain the necessary credentials (i.e., licenses, certifications, or designations) to provide the array of services my agency is specified to provide in the BHRS plan.

✓ My agency/entity has procedures in place to document and report on agreed upon tasks and activities provided.

Comments:

My signature serves as attestation that my Agency/Entity agrees with the contents of the BHRS plan.

Sue Conger 6/30/23 COO

Signature and Date of Agency/Entity Representative — Title

Sue Conger

Printed Name of Agency/Entity Representative

Attachment A

Behavioral Health Receiving System Attestation

As the authorized representative of Tallahasee Memorial Healthcare (Name of Agency or Entity), I attest to the following (initial only those statements that apply).

✓	My agency/entity has collaborated in the planning process and supports the plan's provisions.
_____	My agency/entity has entered into the necessary formal agreements to ensure the provisions of the BHRS plan are properly implemented, including contracts, written memoranda of agreement, or other binding arrangements.
_____	My agency /entity holds and has the capacity to maintain the necessary credentials (i.e., licenses, certifications, or designations) to provide the array of services my agency is specified to provide in the BHRS plan.
_____	My agency/entity has procedures in place to document and report on agreed upon tasks and activities provided.

Comments:

Gadsden Madison
Liberty Wakulla
Taylor
Franklin
Jefferson

My signature serves as attestation that my Agency/Entity agrees with the contents of the BHRS plan.

[signature] Service Line Administrator

Signature and Date of Agency/Entity Representative — Title

Heather Lincicome / TMH Behavioral Health

Printed Name of Agency/Entity Representative

Attachment A

Behavioral Health Receiving System Attestation

As the authorized representative of Tallahassee Medical Center, Inc. d/b/a HCA Florida HCA Florida Capital Hospital, I attest to the following (initial only those statements that apply).

✓ My agency/entity has collaborated in the planning process and supports the plan's provisions.
✓ My agency/entity has entered into the necessary formal agreements to ensure the provisions of the BHRS plan are properly implemented, including contracts, written memoranda of agreement, or other binding arrangements.
✓ My agency /entity holds and has the capacity to maintain the necessary credentials (i.e., licenses, certifications, or designations) to provide the array of services my agency is specified to provide in the BHRS plan.
✓ My agency/entity has procedures in place to document and report on agreed upon tasks and activities provided.

Comments:

My signature serves as attestation that my Agency/Entity agrees with the contents of the BHRS plan.

Tara Beth Anderson — Chief Nursing Officer

Signature and Date of Agency/Entity Representative — Title

Tara Beth Anderson / Tallahassee Medical Center, Inc. d/b/a HCA Florida Capital Hospital

Printed Name of Agency/Entity Representative

Attachment A

Behavioral Health Receiving System Attestation

As the authorized representative of OCF/SUAMH (Name of Agency or Entity), I attest to the following (initial only those statements that apply).

CRC My agency/entity has collaborated in the planning process and supports the plan's provisions.

_____ My agency/entity has entered into the necessary formal agreements to ensure the provisions of the BHRS plan are properly implemented, including contracts, written memoranda of agreement, or other binding arrangements.

C.R.C My agency /entity holds and has the capacity to maintain the necessary credentials (i.e., licenses, certifications, or designations) to provide the array of services my agency is specified to provide in the BHRS plan.

C.R.C My agency/entity has procedures in place to document and report on agreed upon tasks and activities provided.

Comments:

Taylor Transportation plan.

My signature serves as attestation that my Agency/Entity agrees with the contents of the BHRS plan.

6/15/23

Signature and Date of Agency/Entity Representative

SHRS

Title

Corey Chatrik

Printed Name of Agency/Entity Representative

Attachment A

Behavioral Health Receiving System Attestation

As the authorized representative of DISC Village, Inc. (Name of Agency or Entity), I attest to the following (initial only those statements that apply).

W My agency/entity has collaborated in the planning process and supports the plan's provisions.
W My agency/entity has entered into the necessary formal agreements to ensure the provisions of the BHRS plan are properly implemented, including contracts, written memoranda of agreement, or other binding arrangements.
W My agency /entity holds and has the capacity to maintain the necessary credentials (i.e., licenses, certifications, or designations) to provide the array of services my agency is specified to provide in the BHRS plan.
W My agency/entity has procedures in place to document and report on agreed upon tasks and activities provided.

Comments:

My signature serves as attestation that my Agency/Entity agrees with the contents of the BHRS plan.

Signature and Date of Agency/Entity Representative

Operations Director
Title

DISC Village, Inc.
Printed Name of Agency/Entity Representative

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to ratify the Chairman's signature on the Planning and Preparation Grant application to the Florida Commerce, Florida Rural Infrastructure Fund Program requesting funding assistance in the amount of $300,000 for the possible development of the 61-acre Steinhatchee Coastal Park site (known as the Woods).**
MEETING DATE REQUESTED:	**November 28, 2023**

Statement of Issue: Board to ratify the Chairman's signature on the Florida Rural Infrastructure Fund Program grant application.

Recommended Action: Ratify the Chairman's signature.

Fiscal Impact: The County is requesting funding assistance in the Planning and Preparation Grant category of the Florida Rural Infrastructure Fund Program in the amount of $300,000. The County will not be required to provide a cash match.

Budgeted Expense: Not applicable at this time

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board approved moving forward with the grant application at the October 24, 2023 Board meeting for a Planning Grant for the possible development of the 61-acre Steinhatchee Coastal Park site in Steinhatchee. This site was formerly known as "Woods". The project Scope of Work includes:

Feasibility Study & Planning $25,000
Wetland Delineation & Wildlife Assessment: $18,000
Geotechnical Evaluation $12,000
Design & Engineering $220,000
Permitting $25,000

Steinhatchee Chamber of Commerce and Taylor County Tourism Development Council will be participating stakeholders in providing design and tourism

development input for the proposed project. Project costs were obtained from consulting firms the County works with regularly to ensure for an adequate budget for the project. The Planning and Preparation Grant will provide a "shovel" ready project which will be beneficial to obtain funding for the actual construction of infrastructure and facilities at the site. The grant program is through Florida Commerce to provide tourism and economic development opportunities in rural areas. Additional consideration is given to counties which suffered loss from Hurricane Idalia.

Attachments: **Florida Rural Infrastructure Fund Program grant application.**

Contents

Application Form

- **Part I – Applicant Profile**
- **Part II – Project Description and Timeline**
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Application Instructions

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Part I – Applicant Profile

Applicant Contact Information:

Entity Name: Taylor County Board of County Commissioners		
Street Address: 201 E. Green Street		
Mailing Address (if different):		
City: Perry	Zip Code: 32347	County: Taylor
Main Telephone: 850-838-3500	Main Facsimile: 850-838-3501	Federal ID Number: 59-6000879

Chief Elected Official: Jamie English	Title: Chairman
Telephone: 850-838-6766	Facsimile: 850-838-3501
E-mail Address: jenglish@taylorcountygov.com	

Chief Financial Officer: Dannielle Welch	Title: Finance Director
Telephone: 850-838-3506	Facsimile:
E-mail Address: dwelch@taylorclerk.com	

Applicant Project Contact: LaWanda Pemberton	Title: County Administrator
Street Address: 201 E. Green Street	
City: Perry	Zip Code: 32347
Direct Telephone: 850-843-5381	Facsimile: 850-838-3501
E-mail Address: LPemberton@taylorcountygov.com	

Application Preparer Information		
Preparer's Name: Melody Cox	Organization Preparing Application: ☒ Local Government ☐ Private Company ☐ Regional Planning Council	
Street Address: 201 E. Green Street		
City: Perry	State: FL	Zip Code: 32347
Telephone: 850-371-0377	Facsimile: 850-838-3501	
E-mail Address: melody.cox@taylorcountygov.com		

Consultant Information (if applicable)		
Consultant's Name: N/A	☐ Private Company ☐ Regional Planning Council	
Street Address:		
City:	State:	Zip Code:
Telephone:	E-mail Address:	

Demographics and Area Data		
U.S. Congressional District Number: 2nd	Florida Senate District Number: 3rd	Florida House District Number: 7th
Total Population: 21,815 Source: Census.gov Source Date: 10-23-2023	Unemployment Rate: 3.4% Source: North Florida Economic Council Source Date: 10-23-2023	Poverty Rate: 14.9% Source: www.Florida-demographics.com Source Date: 10-23-2023

Indicate what RIF grant category is being applied for:

☐ Total Project Participation Grant

☒ Project Planning and Preparation Grant

☐ Preclearance Review Grant

Indicate the total amount of RIF funding being requested: $

If the proposed project is located in a Rural Area of Opportunity (RAO), indicate which one: (See list of RAOs in application instructions.)

☐ Northwest RAO

☐ South Central RAO

☒ North Central RAO

If applying for Panhandle Specific Appropriation funds, please indicate the County in which the project is located:

☐ Calhoun County ☐ Jackson County

☐ Gadsden County ☐ Liberty County

☐ Holmes County ☐ Washington County

Answer the following questions by clicking on the correct check box.

Historic Preservation Will the project impact a building, public improvement, or planned open space that is 50 or more years old? If yes, include the documentation specified in the application instructions.	☐ Yes	☒ No
Interlocal Agreement Will project activities require an interlocal agreement? If ***yes***, the interlocal agreement(s) must be included.	☐ Yes	☒ No
Regulatory Action Are improvements being made in this project to inadequate infrastructure that has resulted in regulatory action that prohibits economic or community growth? If ***yes***, include a copy of the letter citing the regulatory action.	☐ Yes	☒ No
Catalyst Site Is the project related to preclearance review and also located within a catalyst site as defined in Section 288.061, Florida Statutes? If ***yes***, include a map showing the boundary of the catalyst site and the project boundary within.	☐ Yes	☒ No
Comprehensive Plan Is the proposed project consistent with the applicant's Comprehensive Plan? The project must be consistent in order for the project to be funded through the RIF program and supporting documentation must be included with the application.	☒ Yes	☐ No

Part II – Project Description and Timeline

Project Description
Describe the proposed project in no more than three sentences:

Taylor County is requesting funding for a Project Preparation and Planning Grant for the development of a 61-acre parcel of land that will be known as Steinhatchee Coastal Park which is located on the Gulf and the mouth of the Steinhatchee River. The project Scope of Work includes the completion of: Feasibility Study and Planning; Wetland Delineation; Wildlife Assessment; Geotechnical Evaluation; Design; and permitting. The development of the site is critical for tourism and economic development as a RAO designated County which suffered catastrophic loss from Hurricane Idalia.

Clearly summarize the proposed project as outlined in the application instructions.

Taylor County is submitting an application to obtain a Project Planning and Preparation Grant for the planning and development of a 61-acre parcel the County owns on the Gulf and the mouth of the Steinhatchee River. The site is located in a prime location for critically needed tourism and economic development. It is important to the County that the site is developed to maximize tourism and economic development opportunities as well as to ensure the site is being developed to coastal friendly, resilient standards.

The project Scope of Work includes a Feasibility and Planning Study to ensure the site development is planned and designed for adequate public tourism infrastructure and the sites amenities and facilities are developed to facilitate economic development activities as well as recreational opportunities. Taylor County Tourism Development Council and Steinhatchee Chamber of Commerce are project partners. Their participation is essential for input for the promotion of future tourism and economic development. The community of Steinhatchee has no adequate facilities and infrastructure to host festivals and events. The Fiddler Crab Festival is held on streets which are closed for the event and this festival generates and has an economic impact of over $750,000 on the community. With the success of this event and the festivals and events hosted by Taylor County Tourism Development, the site has the potential to have an economic impact of well over $6M annually on the region.

The project costs are individually included in the Project Budget. The County obtained the project costs from consulting and engineering firms that we have successfully worked with as it is essential to develop the site to maximize the capital investments of adequate and resilient infrastructure.

In addition to the Feasibility and Planning Study, the Scope of Work includes Wetland Delineation, a Wildlife Assessment, and Geotechnical Evaluation. The County considered these elements important to ensure all site development is coastal friendly and has no negative impacts on sensitive animal and/or wildlife species or the natural coastal habitat. Taylor County is renowned not only for recreational boating and fishing but also for its pristine coastal habitats. The project site is located within two miles of the Big Bend State Wildlife Management Area and the County takes a great deal of pride in "Sharing Our Good Nature". Steinhatchee Coastal Park will be developed to promote tourism with visitors to Florida enjoying our natural beauty.

Completion of the project design and permitting are the final elements of the Scope of Work. This will provide Taylor County with a "shovel ready" project to move forward immediately with the construction of infrastructure and facilities needed for the park development. No Comprehensive Plan or zoning changes will be needed for the development of the park. Taylor County Board of County Commissioners will own and maintain all infrastructure and facilities. The County had an archeologist complete a cursory review of the site when it was initially acquired and there are no known historical resources which would be impacted.

Taylor County suffered catastrophic loss from Hurricane Idalia and has a long road to recovery ahead. The announcement of the closure of Georgia-Pacific two weeks after Idalia is catastrophic on the local economy. The development of Steinhatchee Coastal Park obviously will not solve these problems but will be a step forward for tourism and economic development. In addition to benefiting Taylor County, the park will benefit adjacent Dixie County and the coastal community of Jena. Like Taylor County, Dixie County is also a Rural Area of Opportunity (RAO) and a Rural Economic Development Initiative (REDI) community and also suffered significant loss from Hurricane Idalia.

The County anticipates submitting an application to the FDEP Trail Town Program which will be an added benefit to Steinhatchee Coastal Park which could serve as a trailhead. The Steinhatchee River is a Florida designated blueway trail and the coastal waters adjacent to Steinhatchee and the project site are included in the Florida Circumnavigational Saltwater Paddling Trail. Again, the park has the potential to serve as a trailhead for paddlers. Steinhatchee is a designated Waterfronts Florida Partnership Community. Two Grant Florida Birding Trail sites (Hagen's Cove and Tide Swamp) are within a few miles of the park site. Lodging, restaurants, and retail outlets are within walking distance of the proposed Steinhatchee Coastal Park as well as Steinhatchee Boat Ramp.

Steinhatchee Coastal Park will offer unlimited tourism and economic development opportunities not only on site but has the potential to increase tourism in numerous other state and locally designated locations in the region. The project complies with and compliments the Recreation, Economic Development, and Coastal Management Elements of the County's Comprehensive Plan.

Florida's tourism industry supports 1.4M jobs. Tourism is a major driver of the state's economy, bringing in an estimated $105.1 billion per VISIT FLORIDA. The Steinhatchee Coastal Park project has the potential to add a minimum of $6.5M annually to Taylor County's economy, which for a rural, fiscally constrained area, is a substantial, critically needed amount. In addition to Taylor County, Steinhatchee Coastal Park will benefit Florida's ever-growing tourism trade.

Proposed Timeline

Task/Activity Description	Task/Activity Duration	Deliverable
Stakeholder Kick-Off Meeting/Workshop	Two weeks after grant award execution	Documentation of meeting/workshop and public input received
Advertise RFP, receive, evaluate, and award bid to firm selected to complete the Scope of Work.	Three months (30 days to prepare RFP, 30 days to advertise, 30 days to award bid)	Bid documents, advertisements, bid committee ranking documents, contract, and Notice to Proceed
Completion of Feasibility Study and Planning, Wetland Delineation, Wildlife Assessment, and Geotechnical Evaluation.	Four Months	Copies of all studies, assessments, evaluations, and planning documents
Stakeholders Workshop to discuss and provide input on planning documents, studies, and assessments. Board of County Commissioners to review and approve.	Two Weeks	Documentation of workshop and input received from stakeholders
Completion of design and permitting.	Three Months	Design and permitting documents
Project/Grant Closeout	1 month (Project completed within 12 months)	Required project closeout documents

Part III – Economic Narrative

Provide a summary of the project's economic benefit, long-term viability, and potential local or regional economic impact. The summary should include a description of the current and anticipated economic conditions of the area.

Taylor County is a fiscally constrained area and is a designated Rural Area of Opportunity (RAO) as well as a Rural Economic Development Initiative (REDI) community. The County has a population of 21,283. Taylor County recently suffered catastrophic loss from Hurricane Idalia as per the Governor's Executive Order 23-175. Two weeks after Idalia, the County's primary employer Georgia-Pacific, announced their total closure by mid November 2023. Approximately 1,600 citizens in the immediate area will be unemployed with the closure impacting approximately 4,500 citizens in the region. The current unemployment rate of 3.4% per North Florida Economic Council in August 2023 does not reflect this closure as of yet.

The closure of Georgia-Pacific is devastating for the County's economy. With Hurricane Idalia and the Georgia-Pacific closure, it is essential the County increases tourism and economic development opportunities. The County has been at an economic disadvantage for many years with the average per capita income being $23,401 which is well below the Florida average of $35,216 and the national average being $37,638. The poverty rate in Taylor County is 20.7% which is well above the Florida average of 12.7% and the national average of 11.5%.

Taylor County as well as the Big Bend Region, is renowned for recreational boating, fishing, and scalloping. The County has a 45-mile coastline, largely undeveloped, with more than a half of a million acres in the County being timberlands with a large portion being state-owned wildlife management districts. Tourism currently has an economic impact of over $18M annually on the County per Taylor County-Perry Chamber of Commerce. The County owns a 61-acre parcel of land in Steinhatchee which is located on the Gulf at the mouth of the Steinhatchee River. The site is less than a mile from the very heavily used Steinhatchee Boat Ramp. The parcel is known as Steinhatchee Coastal Park and is currently undeveloped. The location is ideal for tourism and economic development. The Steinhatchee Chamber of Commerce hosts the annual Fiddler Crab Festival which draws in more than 10,000 visitors with an economic impact of over $700,000 in the community. There has been a great deal of public demand and interest in hosting numerous festivals and entertainment events in Steinhatchee but there are currently no facilities for these events. The Steinhatchee Chamber of Commerce and Taylor County Tourism Development Council estimated each two-day event would have at a minimum an economic impact of over $1M on the community with larger events generating $1.5M. A priority for the development of the park site is an amphitheater (band shell) facility. It is estimated this park has the potential to have an initial economic impact of well over $6.5M annually on the area and substantially more in the future.

The County is seeking a Project Planning and Preparation Grant to complete a Feasibility and Planning Study as well as studies and assessments needed for the design and permitting of the park. The County wants to develop the site to maximize tourism and economic development and provide recreational opportunities. The County also wants to ensure the site is developed to coastal friendly, resilient standards. It is essential the site development provides tourism and economic development opportunities not only for Taylor County and adjacent Dixie County (also a RAO and REDI area) but also for the Big Bend Region.

It is critical, with the closure of Georgia-Pacific and the County's fiscal constraints, that the County takes advantage of our "good nature" and promotes tourism development in areas such as Steinhatchee that has support facilities and additional opportunities such as recreational fishing and boating to promote multiple day visits and stays. It is estimated each visitor generates $150 per day to the local economy with lodging, food, and gas.

The Project Planning and Preparation Grant will provide the County studies, planning, design, and permitting needed to move forward with the construction of facilities and infrastructure needed for the Steinhatchee Coastal Park site development. The County will also have a "shovel ready" project when seeking funding assistance for the actual construction of park facilities and amenities. The County has explored funding options and has confidence in obtaining funding assistance for the actual site development. Steinhatchee Chamber of Commerce and Taylor County Development Council are both committed to assisting the County with promoting tourism and economic development opportunities generated by the Steinhatchee Coastal Park.

Describe the proposed project's potential for enhanced job creation and/or increased capital investment, including but not limited to the following information:

- The nature of the business activities which will be conducted at the site of, or which relate to the project.
- Description of the capital investment in real and personal property – do not include product inventory.

The proposed project is a Project Planning and Preparation Grant for the future development of Steinhatchee Coastal Park. The Scope of Work includes a Feasibility and Planning Study to ensure the site is developed to maximize tourism and economic development. The 61-acre parcel is in County ownership and no additional land acquisition will be needed. The County has researched funding options for the actual construction of facilities and infrastructure which will be needed for the park development. Funding options include but are not limited to: FDEP FRDAP, FDEP LWCF, FDEP CPI, RIF, RESTORE Act Funds, and State appropriation funds. The County also has the ability to provide "in kind" match funds if so needed for the park development. The County will provide all project management and grants administration services for the Project Planning and Preparation Grant.

Describe the level of public and private commitment to the project. Include the extent of local expenditures for construction, use of local firms or resources, or purchase of local equipment or materials which have or will have ripple effects on the area's economy.

There is a great deal of local commitment to the Project Preparation and Planning Grant project as well as the actual construction and development of the Steinhatchee Coastal Park site. Taylor County Tourism Development Council and Steinhatchee Chamber of Commerce are project participants and will assist with programming and promotion of events and festivals at the park as well as input for the Feasibility Study and the development. When developed, the park will have a tremendous positive impact on the County, particularly Steinhatchee, benefiting hotels, restaurants, and retail outlets, and offering unlimited economic development opportunities. Each event has the potential to have an economic impact of a minimum of $700,000 on local businesses. Larger multiple day events have the potential to have an impact of over $1M. When the County moves forward with site construction the project will also have a ripple effect on the area's economy with the purchase of materials and construction supplies procured from local suppliers and vendors.

Part IV – Project Budget

Provide a breakdown of the total budget for the proposed project, including both RIF funding and other sources of funding.

ACTIVITY/TASK	RIF FUNDS	OTHER FUNDING SOURCES	TOTAL
Feasibility Study and Planning	$25,000	$0	$25,000
Wetland Delineation and Wildlife Assessment	$18,000	$0	$18,000
Geotechnical Evaluation	$12,000	$0	$12,000
Design (Site,Structural,Electrical,Mechanical)	$220,000	$0	$220,000
Permitting (FDEP, USACE, SRWMD)	$25,000	$	$25,000
	$	$	$
TOTAL	$300,000	$0	$300,000

Provide an explanation of how the total infrastructure costs for the proposed project were estimated.

The Planning Project and Preparation Grant costs were estimated for the County by two different consulting firms who provide design and engineering services for the County. The County wanted to ensure the project budget was valid and reasonable costs. The County also wanted to ensure all assessments and studies required for permitting were adequately completed. It is important to the County and Stakeholders that the project design is completed to enhance and/or improve the coastal habitat as well as provide tourism and economic development.

Part V – Sources and Uses of Non-RIF Funds

Source	Amount Contributed	Type (Loan, Grant, Local Government Funds, Donated Land, or Other Funding)
	$	
	$	
	$	
	$	
	$	
Totals	$0	

Part VI – Participating Party Information (if applicable)

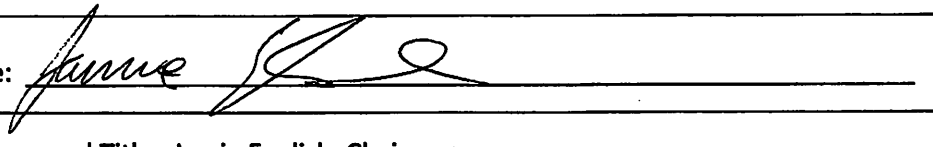
Complete and attach a Participating Party Information Form for each entity creating or retaining jobs as a result of this project.

We are attaching letters from Steinhatchee Chamber of Commerce and Taylor County Tourism Development Council who will be Participating Partners on the project and assisting with the tourism and economic development of the Steinhatchee Coastal Park.

Part VII – Application Authorization

I, the undersigned chief elected official or authorized representative of the applicant, certify that to the best of my knowledge:

a. *This application is in all respects fair and submitted in good faith without collusion or fraud;*
b. *If selected through this application process, the recipient will work in good faith and in partnership with the Department of Commerce to manage its grant in a timely and accurate manner;*
c. *The information in this application is accurate; and,*
d. *The undersigned is duly authorized to bind the entity represented in this application.*

Signature of Chief Elected Official or Designee
Signature: 
Typed Name and Title: Jamie English, Chairman
Date: November 3, 2023
If signed by a person other than the chief elected official, a signature authorization must be included.

Signature of Application Preparer if not an employee of the Applicant
Signature: _____
Typed Name and Title:
Name of Firm or Agency:

TAYLOR COUNTY COMPREHENSIVE PLAN
SUPPORT DOCUMENTATION
AND
ASSOCIATED ECONOMIC DEVELOPMENT
ATTACHMENTS TO COMPREHENSIVE PLAN

VI

RECREATION AND OPEN SPACE ELEMENT

VI

RECREATION AND OPEN SPACE ELEMENT

INTRODUCTION

Recreation is the pursuit of leisure time activities in an outdoor or indoor setting. The proper relationship in size, number, type and location of different park and recreation areas is the primary objective for achieving a well balance recreation system. The policies included within this plan element for resource based and user oriented recreational facilities are based upon the information contained within the County's Data and Analysis document.

The data collected for this plan element and analysis of this data, contained in the County's Data and Analysis document, are not part of this plan element, but serve to provide a foundation and basis for the formulation of this portion of the Comprehensive Plan.

The following goal, objectives and policies for resource based and activity based recreation facilities within the County establish guidelines for the proper relationship of size, number, type and location of the different park and recreation needs for the County. The level of service standards established within the policies provide guidelines for determining the acceptable quantities of recreational resources and facilities for the County's population.

Within these level of service standard policies, persons to be served is the population of the County or the actual population demand upon the facility, whichever is greater; access points are any public or privately owned access which is available to the public at large; and the resource and user based facilities which are not listed are considered to be exceeding an appropriate level of service for such activity based upon the limited demand for the activity within the County.

RECREATION AND OPEN SPACE GOAL, OBJECTIVES AND POLICIES

GOAL VI - ENSURE THE PROVISION AND MAINTENANCE OF ADEQUATE RECREATION FACILITIES AND OPEN SPACE FOR CITIZENS AND VISITORS, AND ACCESS TO THESE FACILITIES FOR ALL PERSONS, REGARDLESS OF SPECIAL NEED OR CONDITION.

OBJECTIVE VI.1	The County shall continue to provide vehicular and pedestrian access to County owned activity and resource based recreation facilities, as appropriate.
Policy VI.1.1	The County shall maintain the number of access points to water oriented recreational resources for the County which will meet or exceed the level of service standards contained herein for resource based water related activities.
OBJECTIVE VI.2	The County shall continue to maintain accurate recreation activity/facility inventories so that accurate levels of service can be determined based upon the total public and private recreation resources available to the County.
Policy VI.2.1	The County shall maintain cooperative policies with other units of government, the Florida Department of Environmental Protection, the Water Management District, the School Board and community organizations and local industry and private developments to meet recreation demands.
OBJECTIVE VI.3	The County shall continue to require new subdivisions or re-subdivisions which make major revisions to existing plats to allocate land for parks and recreation facilities, so that the County's adopted level of service standards for recreation facilities and open space are maintained.

Policy VI.3.1 The County hereby establishes the following level of service standards for resource based recreation facilities.

ACTIVITY	LEVEL OF SERVICE STANDARD
Parks with Facilities	5 acres per 5,000 residents
The following criteria will be used as general park design guidelines	
Swimming (non pool)	1 access point at a beach, spring, river, lake or pond for every 25,000 persons to be served.
Fishing (non-boat)	1 access point for every 10,000 persons to be served.
Fishing (boat)	1 boat ramp for every 5,000 persons to be served.
Camping (Recreation Vehicle and/or Tent)	1 acre of campground within a 25 mile radius of the County boundaries for every 25,000 persons to be served.
Picnicking	1 picnic table for every 500 persons to be served.
Hiking	1 mile of available hiking trail within a 25 mile radius of the County boundaries for every 10,000 persons to be served.
Nature Study	7 acres of managed conservation area within 25 mile of the County boundaries for every 10,000 persons to be served.

Policy VI.3.2 The County hereby establishes the following level of service standards for user based recreation facilities.

ACTIVITY	LEVEL OF SERVICE STANDARD
Parks with Facilities	5 acres per 5,000 residents
The following criteria will be used as general park design guidelines	
Football/Soccer	1 multi-purpose playing field for every 15,000 persons to be served.
Baseball/Softball	1 baseball/softball field for every 6,000 persons to be served.
Tennis	1 tennis court for every 7,500 persons to be served.

Policy VI.3.3 The County, through the annual capital improvements budgeting process, shall identify priorities and allocate funding to correct or improve existing deficiencies in County-owned parks and recreation facilities in accordance with the level of service standards contained herein.

OBJECTIVE VI.4 The County shall continue to require open space to be provided for new development and re-development.

Policy VI.4.1 The County shall continue to include specific standards for the provision of open space for new development or re-development, which involves a Planned Unit Development, or where residential development abuts commercial or industrial land uses.

XI

ECONOMIC DEVELOPMENT ELEMENT

XI

ECONOMIC DEVELOPMENT ELEMENT

INTRODUCTION

Florida's history has been one of remarkable change: from Henry Flagler's opulent resorts and railroad, to a retirement haven (with the advent of air conditioning), to a technology and tourism rich state grown from the seeds of the space program in Cape Canaveral and Disney. Few states have literally weathered the pressures of change as well as Florida has. As the fourth most populous state in the U.S., Florida's population growth continues to drive new challenges and opportunities to the Sunshine State. The State is now projected to double in population by 2060, growing from roughly 18 million people today to upwards of 36 million in just slightly more than five decades. While the majority of this growth is anticipated to concentrate in the coastal regions of south Florida, and along the I-4 corridor between Orlando and Tampa, constraints relative to the environment, infrastructure capacity, fiscal impacts and public policy will result in pushing this growth and its economic pressure throughout the state.

Although the pressure this growth will impose on land resources, infrastructure, governmental services and the day-to-day quality of life of Floridians is not without tremendous challenges, for rural counties, such pressures can help create long-term economic opportunities. By implementing intelligent-growth principles, such as best land use practices and balanced environmental stewardship, the County can create a quality of life that will differentiate the County from competing, less planned regions.

Capitalizing on intelligent growth alone, however, will not remedy the economic difficulties of job constrained and economically isolated rural communities. Governor Christ's re-designation of the County as one of Florida's Rural Areas of Critical Economic Concern further frames the challenges facing the County as it competes in today's ever changing economic landscape. According to the Governor's Executive Order, the County is one of a handful of Florida counties "struggling to maintain, support or enhance job creating activity or to generate revenues for education and other critical government services such as infrastructure, transportation and safety." As the Executive Order further notes, these challenges threaten both the "well being and viability" of the County. Although the Rural Areas of Critical Economic Concern designation qualifies the County for special assistance from the Governor's Office as well as other state and regional agencies and organizations, it leaves the principal task of creating an economically viable community to the citizens of the County.

To embrace this task, the community engaged in the creation of a 50-year Vision Plan for the County. The preparation of the vision began in late April 2007 and resulted in the adoption of the Vision 2060 Plan in September 2008. Vision 2060 Plan addressed not only the future development pattern that would best serve the County but also addressed economic conditions in the County and recommended the actions that should be considered to advance future economic development and revitalization. In conjunction with the economic analysis prepared for Vision 2060 Plan, the County Development Authority has prepared the County Economic Development Plan. The County Economic Development Plan provides the strategies and action plan that will allow the County to harness the pressures of Florida's dynamic growth while at the same time utilizing its available resources to support an integrated approach to economic growth which promotes regional economic health through a broader emphasis on community and human development. The Vision 2060 Plan and the County Development Authority's County Economic Development Plan provide the foundation for and basis for formulating the Economic Development Element of the County Comprehensive Plan.

The economic development model embraced by the County looks beyond city and county borders to the larger regional economy. This model promotes industry clusters, concentrations of interconnected businesses that can be engines for global competitiveness. It creates an environment where all businesses have the chance to succeed. The approach to economic development for the County embraces the following components:

1. An integrated approach where government, business, education and the community work together;
2. Regional collaboration;
3. Promoting industry clusters;
4. Local focus to retain and expand business;
5. Intelligent growth policies;
6. Compact development;
7. Environmental responsibility;
8. Human investment and workforce talent; and
9. Poverty reduction and corporate responsibility.

The Board of County Commissioners recognizes that incorporation of this optional Economic Development Element into the County Comprehensive Plan represents a critical link between comprehensive planning for a community and inducing successful economic development and revitalization. Having a distinctive and competitive identity will help the County protect, sustain, and enhance a quality of life that is attractive for existing and future businesses and, residents and private investment.

ECONOMIC DEVELOPMENT GOAL, OBJECTIVES AND POLICIES

Goal XI - IMPLEMENT THE COUNTY ECONOMIC DEVELOPMENT PLAN IN ORDER TO FACILITATE THE EXPANSION, RECRUITMENT, AND CREATION OF BUSINESSES WHICH GROW THE COUNTY'S LONG TERM AD-VALOREM TAX BASE AND RETAIN AND CREATE PERMANENT, VALUE-ADDED JOBS WHICH ADD TO THE QUALITY OF LIFE OF THE COUNTY CITIZENS.

OBJECTIVE XI.1 Aggressively pursue an economic development program that utilizes an integrated approach by all sectors to promote economic vitality within the County, and support regional economic development activity.

Policy X1.1 Government, business, education and the community shall work together to create a vibrant local economy. Collaboration efforts should support a long-term strategy that:

1. Encourages local enterprise;
2. Serves the needs of local residents, workers and businesses;
3. Promotes stable employment and revenues by building on competitive advantages;
4. Protects a sustainable natural environment;
5. Enhances personal freedom and the ability to pursue advancement; and
6. Is capable of sustaining itself in the global marketplace.

Policy XI.2	Economic development efforts shall be targeted to expand and locate businesses that drive new investment into the County, create high wage jobs, and enhance skills of existing and/or future residents. The growth of these value-added businesses in the County should in-turn help create the critical mass of investments, projects and talent needed to help reduce poverty, promote jobs for existing residents, support K-12 and higher education, improve the skills of low-income individuals, address the needs of families moving off welfare, and enhance the availability in all sectors of the County for affordable transportation and housing.
Policy XI.3	Economic development efforts shall support existing enterprises as a critical means to business expansion and job growth. Promoting local industries, businesses and citizens to encourage entrepreneurship and to build locally-based industries and businesses that can succeed among national competitors is important to strengthening the County's economy and quality of life.
Policy XI.4	Economic development efforts shall support a diversified range of specialized industry clusters drawing on local advantages to serve local, regional and international markets.
Policy XI.5	Support, as appropriate, those opportunities that advance the growth of leading-edge technologies, such as Lamda Rail, that help local enterprises to succeed, improve civic life and provide open access to information and resources.
Policy XI.6	Support opportunities to drive targeted infrastructure to the County. Advocating for State transportation initiatives to utilize the County for strategic investments, such as high speed or commuter rail transportation will position the County for future business opportunities.
Policy XI.7	Economic development programs, investments and subsidies should support long-term benefits and impacts on critical economic development objectives and the community as a whole, not just on near-term job or revenue increases.
Policy XI.8	Because human resources are so valuable in the global economy, the County shall support programs that provide life-long skills and learning opportunities. Pursuing sources of funding for investing in excellent schools, the location of post-secondary institutions in the County, and opportunities for continuing education and training available to all citizens will help strengthen County businesses.
Policy XI.9	The County shall support and pursue economic development opportunities that maintain or improve the environmental and public health of the community.
Policy XI.10	To support economic development, the County shall help implement the recommendations of the Vision 2060 Plan by adopting land use policies that encourage compact, multi-dimensional land use patterns that ensure a mix of use, help minimize the impact of the personal automobile, promotes walking, bicycling, and transit access to employment, education, recreation, entertainment, shopping and services, where possible. Economic development and transportation investments should reinforce these land use patterns and the ability to move people and goods by multi-modal alternatives, wherever possible.

Policy XI.11	To promote an appropriate jobs-housing balance in the County, all urban land use categories resulting from implementation of the Vision 2060 Plan shall have a land use mix that promotes a jobs-to-housing balance as follows: 1. Urban District: 0.75-1.25 jobs for each household. 2. Coastal District: 0.50-1.0 jobs for each household.
Policy XI.12	Economic development efforts should support the creation and preservation of the County's sense of uniqueness, attractiveness, history, cultural and social diversity, and include public gathering places and a strong local sense of place. Special emphasis shall be placed on working with appropriate state agencies to identify opportunities for providing additional, environmentally sustainable, public access points to the Gulf of Mexico and the rivers that are tributary to the Gulf.
Policy XI.13	Support regional efforts which foster collaborative relationships and provide functions such as common marketing, development training programs, cooperative buying and other beneficial services that promote regional businesses.
OBJECTIVE XI.2	Implement the key recommendations of the County Economic Development Plan to induce sustainable economic development in the County and support expansion of existing or location of new industry, which create, in the aggregate, 500 new jobs in the County within the next seven years.
Policy XI.2.1	Augment and appropriately fund the County Development Authority in a manner that will enhance the Authority's ability to aggressively implement and manage the initiatives outlined in the Economic Development Plan, including developing financial incentives to induce the expansion and attraction of targeted industries.
Policy XI.2.2	Support the establishment of industry clusters for existing and emerging technologies with a competitive advantage for the County and its workforce. Such sectors might include, for example, renewable and clean energy technologies (biofuels, solar, wind, etc.) manufacture of energy related devices, aquatic sciences related businesses, other natural-resources-based industries and technologies, and appropriate research and development related to them.
Policy XI.2.3	Designate Regional Employment Centers on the Future Land Use Map of the County and pursue funding and public-private partnerships to create shovel-ready business and industrial sites within these employment centers.
Policy XI.2.4	Cooperate with Workforce Florida and local workforce development boards to identify or develop a set of workforce training incentives, such as the State's Quick Response Training and Incumbent Worker Training Programs, to help businesses remain regionally and globally competitive.
Policy XI.2.5	The County shall encourage the County Development Authority to meet with and solicit support from regional, state and federal sources that specialize in assisting rural counties. The County Development Authority will emphasize the development of transportation and utility infrastructure as a means for using public and private funding to induce growth in those areas of the County where growth is encouraged by the Vision 2060 Plan.
OBJECTIVE XI.3	Support the development and implementation of a one-year and five-year action plans for growing a diversified and sustainable County economy, as outlined in the County Economic Development Plan.

IX

COASTAL MANAGEMENT ELEMENT

IX

COASTAL MANAGEMENT ELEMENT

INTRODUCTION

The Coastal Management Element does not stand alone as the only portion of the Comprehensive Plan relating to coastal areas. Provisions of other plan elements of this Comprehensive Plan also provide guidance concerning the management of the Coastal Management Area.

Where the provisions of this plan element exceed the provisions of other plan elements of this Comprehensive Plan, the provisions of this plan element shall prevail as they apply to development in the Coastal Management Area.

For example, the objectives and policies for future land uses permitted within the Coastal Management Area are included within the Future Land Use Element and depicted on the Future Land Use Plan map. This feature is also true of level of service standards for public facilities, which is found within the Traffic Circulation Element, the Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge Element, and the Recreation and Open Space Element of this Comprehensive Plan.

The data collected for this plan element and analysis of this data, contained in the County's Data and Analysis document, are not part of this plan element, but serve to provide a foundation and basis for the formulation of this portion of the Comprehensive Plan.

The following goal, objectives and policies guide the appropriate use of the Coastal Management Area, as well as provide for guidance for the protection of human life and real and personal property in the case of a natural disaster.

GOAL, OBJECTIVES AND POLICIES FOR COASTAL MANAGEMENT

GOAL IX - PROTECT, CONSERVE OR ENHANCE COASTAL RESOURCES, REDUCE VULNERABILITY OF COASTAL DEVELOPMENT AND PUBLIC FACILITIES TO NATURAL HAZARDS AND ENSURE PUBLIC ACCESS TO THE SHORELINE.

OBJECTIVE IX.1 The County shall assist in the protection, conservation or enhancement of the County's coastal wetlands, living marine resources and wildlife habitats.

Policy IX.1.1 The County shall prohibit the installation of septic tanks:

1. In locations with unsuitable soils,
2. Within wetland areas or,
3. Within areas where the impacts of the location of septic tanks will diminish water quality, wildlife habitats or living marine resources.

Septic tank installations existing on October 1, 1990 shall be allowed to continue in operation, with reference to nonconforming uses and structures objective and related policies of the Future Land Use element of this Comprehensive Plan, and permits for replacement, maintenance or repair shall be issued subject to applicable regulations at the time the permit is issued. All septic tank permits shall be issued by the County Health Officer subject to applicable regulatory authority.

Policy IX.1.2 The County shall provide safeguards which assist in the protection of estuaries which are located both within the jurisdiction of the County and adjacent local governments through a coordinated review and comment process of development or redevelopment proposals to ensure restoration or enhancement of disturbed or degraded natural resources, including estuaries, wetlands and drainage systems, subject to the provisions of the nonconforming uses and structures objective and related policies of the Future Land Use element of this Comprehensive Plan.

Policy IX.1.3 The County shall comply with appropriate provisions of any existing or future resource planning and management plans, aquatic preserve management plans and estuarine sanctuary plans or any future resource planning and management plans adopted by agencies of the State of Florida, acting within their jurisdictional authority.

Policy IX.1.4 The County shall limit dwelling unit density to one unit per five acres in rural areas within the Coastal High Hazard Area

OBJECTIVE IX.2 The County shall provide development standards which shall assist in the maintenance or improvement of the environmental quality of the Big Bend Seagrasses Aquatic Preserve and its associated estuaries

Policy IX.2.1 The County shall cooperate with state and federal agencies in their administration of programs to restore and enhance any disturbed or degraded estuaries, wetlands and drainage systems except existing developments, drainage systems, structures, etc., will not be required to be changed, except in cases where clear lawful jurisdictional authority exists or eminent domain proceedings are implemented in accordance with law.

Policy IX.2.2 The County as part of the development review process shall require new development and redevelopment which may cause disruptions or degradations to wetlands or the aquatic preserve to include mitigating

OBJECTIVE IX.3 The County shall continue to enforce provisions whereby water dependent uses receive priority consideration for shoreline location over other shoreline uses.

Policy IX.3.1 The County shall continue to maintain the following priority in the development of standards for the location of water dependent uses along the shoreline as follows:

1. Public use marinas;
2. Other water oriented recreation;
3. Commercial fishing;
4. Water related uses;
5. Water dependent industries or utilities; and
6. All other permitted uses.

Policy IX.3.2 The County shall maintain standards for the permitting of marinas or other water dependent uses which address at a minimum;

1. Land use compatibility;
2. Availability of upland support services;
3. Existing protective status or ownership;
4. Hurricane contingency planning;
5. Protection of water quality;
6. Water depth;
7. Environmental disruptions;
8. Mitigation actions;

9. Availability for public use; and

10. Economic need and feasibility.

OBJECTIVE IX.4 Protection of Beaches and Dunes.

Not applicable

OBJECTIVE IX.5 The County, through the Procedure for Monitoring and Evaluation of the Capital Improvements Element, shall limit expenditures that subsidize development within coastal high-hazard areas to the restoration or enhancement of natural resources, the construction and maintenance of roads necessary for public access, and the provision of public park facilities, including those which provide public access to the shoreline, subject to the provisions of the nonconforming uses and structures objective and related policies of the Future Land Use element of this Comprehensive Plan..

Policy IX.5.1 The County's coastal high hazard area shall be the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes computerized storm surge model.

Policy IX.5.2 The County shall limit development which is vulnerable to natural hazards such as storm surge and high winds within coastal high hazard areas, subject to the provisions of the nonconforming uses and structures objective and related policies of the Future Land Use element of this Comprehensive Plan.

Policy IX.5.3 The County, as part of the development review process, shall require the location of public facilities, except roads and parks required for public access, away from coastal high-hazard areas where such public facilities have the potential for being damaged during a storm. Public facilities, which are owned and operated by local government or a governmental authority and such facility serves areas where private sanitary facilities are not adequate to protect surface and ground water quality, shall be permitted to be located within coastal high-hazard areas.

OBJECTIVE IX.6 The County shall maintain the residential land use densities provided within this element of the Comprehensive Plan to assist in the limitation of undue population concentration in coastal high-hazard areas as defined in the Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge element of this Comprehensive Plan.

Policy IX.6.1 The County shall regulate building construction, reconstruction and alteration in conformance with Chapter 161, Florida Statutes, as amended in effect on January 1, 2003.

Policy IX.6.2 The County shall participate in the National Flood Insurance Program and regulate development and installation of utilities in flood hazard areas in conformance with the program's requirements for minimizing damage caused by flooding and storm surge.

Policy IX.6.3 The County shall comply with appropriate provisions of the hazard mitigation annex of the County's peacetime emergency plan and applicable existing interagency hazard mitigation reports.

Policy IX.6.4 The County shall limit residential development and resident populations within coastal high hazard areas to locations and numbers which can be safely evacuated during hurricane hazard periods.

Policy IX.14.1	Any development or redevelopment shall be consistent with, or more stringent than, the flood-resistant construction requirements in the 6th Edition of the Florida Building Code, as amended, and applicable flood plain management regulations set forth in 44 Code of Federal Regulations Part 60.
Policy IX.14.2	The County shall participate in the National Flood Insurance Program Community Rating System to achieve flood insurance premium discounts for its residents.
OBJECTIVE IX.15	Best Practices Development and Redevelopment Principles, Strategies and Engineering Solutions. The County shall encourage the use of best practices development and redevelopment principles, strategies and engineering solutions.
Policy IX.15.1	Development and redevelopment in areas at high risk of flooding due to storm surge, high tide events, flash flood, stormwater runoff, and sea level rise shall consider building design specifications, engineering solutions, site development techniques and management practices such as higher minimum floor elevations, retrofitting buildings for increased flood risk, designed infrastructure that can withstand higher waster level such as raising seawalls and installing tidal valves, and implement natural drainage features; and is encouraged to use these building designed specifications, engineering solution and management practices to remove coastal real property from flood zone designations established by Federal Emergency Management Agency. For purposes of this policy, real property is defined as land and structures affixed to the land.
Policy IX.15.2	The County shall continue to use the Future Land Use Map and best available data mapping tools provided by such agencies as the National Oceanic and Atmospheric Administration, as the basis for development and redevelopment in areas of the County that are at high risk for high-tide events, storm surges, flash floods, stormwater runoff and sea level rise.
Policy IX.15.3	Redevelopment of existing dwelling units located in the Coastal High Hazard area is prohibited unless an engineering study supports that the redevelopment can occur in a safe manner when considering building construction, design, siting and future storm events.
Policy IX.15.4	The County shall consider, whenever feasible, purchasing properties in areas most vulnerable to destructive storm surges for recreation uses and open space.
Policy IX.15.5	Development and redevelopment in the County shall include development and redevelopment in the County shall include development and redevelopment principles, strategies and engineering solutions that reduce the flood risk in coastal areas which result from high-tide events, storm surge, flash flood, stormwater runoff and the related impacts of existing hazards, including sea-level rise, which shall include, but not be limited to, requirements such as additional shoreline hardening, elevated grade surface, elevated structures, floodable development, buffers and setbacks, higher floor elevations and incorporation of natural infrastructure for increased resilience.

Context

create long term economic opportunities. By implementing smart-growth principals, such as best land-use practices and balanced environmental stewardship, rural communities can create value that will differentiate them from competing, less planned regions.

Capitalizing on smart growth alone, however, will not remedy the economic woes of job constrained and economically isolated rural communities, such as Taylor County. Governor Crist's recent designation of Taylor County as one of Florida's Rural Areas of Critical Economic Concern further frames the challenges facing Taylor County as it competes in today's ever changing economic landscape. According to The Governor's Executive Order, Taylor County is one of only a handful of Florida counties "struggling to maintain, support or enhance job creating activity or to generate revenues for education and other critical government services such as infrastructure, transportation and safety." As the Executive Order further notes, these challenges threaten both the "well being and viability" of Taylor County. Although the "critical economic concern" designation qualifies the County for special assistance from the Governor's Office as well as other state and regional agencies and organizations, it leaves the principal task of creating an economically viable community to the County's citizens. To embrace this task, Taylor Countians must harness the pressures of Florida's dynamic growth while at the same time utilize its available resources to support the growth and location of contributory businesses which increase the County's ad-valorem tax base and create high wage jobs.

It is within this context that Taylor County is uniquely positioned within Florida's rural, "Nature Coast" region to capitalize on such pressures. Taylor County has the timely opportunity to learn from history, prepare for the changes coming its way, and build upon its strengths. It has the opportunity -- if it will take it -- to both preserve its good heritage and grow a thriving and sustainable economic future.

Taylor County Vision 2060

In terms of future economic development, there is a realization that to be successful Taylor County and the City of Perry must be part of a Region that is competitive in the national and international market place.

The principles, strategies and solutions recommended within the Economic Development section of the Taylor County Vision 2060 plan were modeled to address the transformation from the Economy of yesteryear (Old Economy) to the Economy of the future (New Economy). The following table outlines differences in the approach to economic development between the Old and New Economies.

Old Economy vs. New Economy

In the old economy, people believed that:	In the new economy, people believe that:
Being in a cheap place to do business was the key.	Being a place rich in ideas and talent is the key.
Attracting companies was the key.	Attracting educated people is the key.
A high quality physical environment was a luxury and stood in the way of attracting cost-conscious business.	Physical and cultural amenities are key in attracting knowledgeable workers.
Regions won because they had a fixed competitive advantage in some resource or skill.	Regions prosper if organizations and individuals have the ability to learn and adapt.
Economic development was government led.	Only bold partnerships among businesses, government, and the nonprofit sector can bring about change.

Building on these new approaches to economic development, the VISION 2060 Economic Development Strategies and Action Plan recommended Taylor County address five strategic areas, including:

- Business Climate and Entrepreneurship
- Workforce and Education
- Sites and Infrastructure
- Quality of Life
- Economic Development and Marketing

Further, VISION 2060 concluded that Taylor County's economic development efforts should address the growth of its existing industry clusters including timber and mining, wood products,

Taylor County Vision 2060

aluminum and materials fabrication, and education, while providing for the required support infrastructure - both physical and organizational - to attract new ventures.

Since tourism is also an integral part of Taylor County's base economy, actions that enhance accessibility to State lands, help provide for second/vacation homes, and provide for additional water access are important elements that will help further the growth of the County's nature- based tourism industry.

VISION 2060 also recognizes that effective economic development initiatives require enhanced quality of life elements - both the natural and built environments. Actions that help revitalize downtown Perry, establish the means of assuring the long-term availability of a variety of housing, and balance utilization and conservation of the natural environment will go a long way in achieving this goal. In particular, the Vision stresses a need for highly amenitized executive housing communities to draw those who own businesses to the area, as well as affordable housing that addresses the needs of the Very Low and Low income households (those earning less than 80% of median family income), and workforce housing (generally those earning between 80% to 120% of median family income) which is targeted to essential service providers such as teachers, police, fire, and health-care givers, to name a few.

To help guide the County's economic development strategy, Vision 2060 recommended the following Key Principles and detailed list of long term recommendations.

A. Key Economic Development Principles of Vision 2060

1. Integrated Approach: Collaborate Locally to Compete Globally
2. Poverty Reduction: Leave No One Behind
3. Local Focus: Growing Your Own Business
4. Promote Existing Industry Clusters: Building on Local Advantages
5. Human Investment: People are the Most Valuable Resource
6. Environmental Quality: Prosperity Forever
7. Livable Communities: Investing in the Quality of Life
8. Distinctive Communities: Capitalizing on a Sense of Place



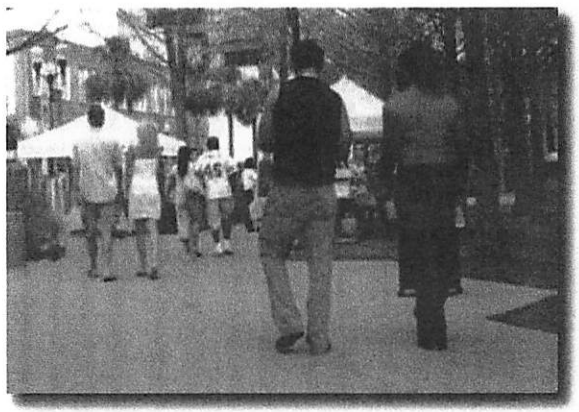
B. Long Term Strategic Plan Recommendations of Vision 2060

1. Create a regional industry association to take a leadership role in fostering collaborative relationships and provide functions such as marketing, develop training programs, institute cooperative buying, etc.
2. Promote communication and col-

Taylor County Vision 2060

laboration among industry clusters in the County and region.

3. Diversify the economy by establishing relationships between universities, research institutions and local businesses.
4. Create an advocacy group for the better public utilization of state lands and recreational opportunities.



5. Market community pride and values to newcomers.
6. Augment and fund the economic development entity (Taylor County Development Authority) with the additional responsibility of coordinating, facilitating and funding incentive programs.
7. Develop and market a set of financial incentives to attract and retain businesses such as the Qualified Target Industry Tax Refund, the Economic Development Transportation Fund, Enterprise Zone Incentives and various Small Business Administration Loan Programs.

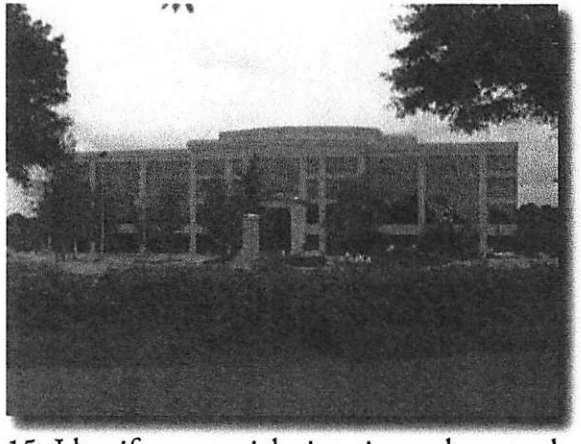


8. Identify emerging industries with a competitive advantage (such as alternative energy, fuels, etc.) that could operate in Taylor County.
9. Provide arts and cultural opportunities in the City of Perry, Coastal Communities and Rural Settlements, such as farmers markets, festivals and other events.
10. Prepare a Re-development Plan for Downtown Perry.



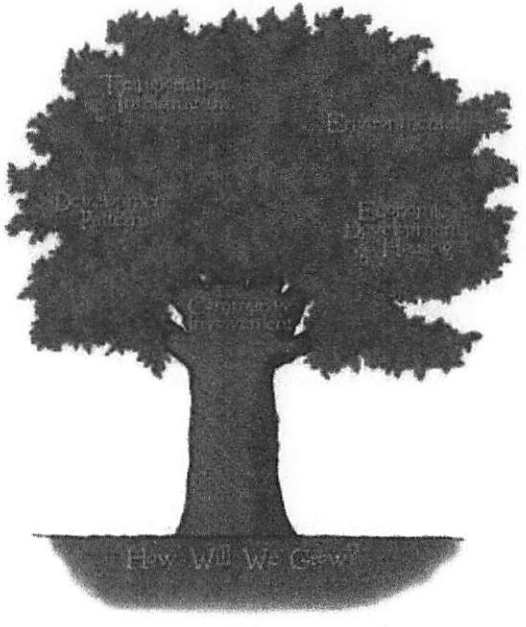
11. Improve technology and infrastructure associated with the existing airport, necessary for an airport expansion.
12. Perform an airport feasibility study for the purpose of evaluating the future need for expansion and/or relocation of the airport.
13. Create an Airport Employment Center.
14. Rezone and strategically acquire lands that are associated with the airport to prevent against incompatible uses.

Taylor County Vision 2060



15. Identify potential sites in and around Perry for Industrial, Business/Office and Research Parks.

16. Fund the infrastructure (water, sewer, roads, etc.) necessary to create shovel-ready industrial and business sites.



17. Insure that the Comprehensive Plans for Taylor County and the City of Perry contain provisions and land use categories that will preserve additional sites for employment centers where growth is expected.
18. Identify potential sites for various expansion of business and industry:
    a. Industrial Park in proximity to Buckeye Plant
    b. Light Manufacturing/Logistics (Distribution) Park along the rail line north of Perry
    c. Business Parks: one in Perry, one in north Taylor County
    d. Incubator space in Perry
    e. Research Park in or around Perry



19. Improve public access to the Gulf of Mexico and local rivers.

Steinhatchee River
Chamber of Commerce
PO Box 1008
Steinhatchee, FL 32359
www.SteinhatcheeChamber.com

November 1, 2023

Florida Commerce
Bureau of Small Cities and Rural Communities
107 E. Madison Street - MSC 400
Tallahassee, Florida 32399-6508

Re: Taylor County – Steinhatchee Coastal Park
Florida Rural Infrastructure Fund Program
Participating Party

To Whom It May Concern:

Steinhatchee Chamber of Commerce is pleased to be a Participating Party in Taylor County's proposed project for the Steinhatchee Coastal Park project. The development of this site is critical for tourism and economic development for not only Steinhatchee but also the entire County. The Taylor County coastline is renowned for recreational fishing, boating and scalloping. Steinhatchee is host to the annual Fiddler Crab Festival which brings thousands of visitors and tourists to the County for multiple days, having a tremendous economic benefit on the community. Steinhatchee Coastal Park will enable the County to host numerous events throughout the year thus increasing tourism and economic development opportunities for the community as well as the Big Bend Region.

The Steinhatchee Chamber will be participating in all stakeholder meetings as well as working with the County and the selected design and engineering firm on the development of the site. The Chamber will also host community meetings to obtain input from citizens, business owners, and potential business owners that may benefit from the future economic benefits generated from the Coastal Park. In addition, the Chamber will assist and support the County in obtaining the funding needed for the actual infrastructure and amenities needed for the development of the site.

If we can provide any additional information in reference to the development of Steinhatchee Coastal Park, or our commitment to participating in the project, please do not hesitate to contact me at 352-356-1342 or at mreblin@msn.com . Thank you in advance for your favorable consideration of the County's funding application.

Respectfully,

Mark Reblin
Director, Steinhatchee Chamber of Commerce

Taylor County FLORIDA
Steinhatchee to Perry, Naturally
PERRY TAYLOR COUNTY CHAMBER
OF COMMERCE & TOURISM DEVELOPMENT

November 1, 2023

Florida Commerce
Bureau of Small Cities and Rural Communities
107 E. Madison Street - MSC 400
Tallahassee, Florida 32399-6508

Re: Taylor County – Steinhatchee Coastal Park
Florida Rural Infrastructure Fund Program
Participating Party

To Whom It May Concern:

Taylor County Tourism Development Council is pleased to be a Participating Party in Taylor County's proposed project for the Steinhatchee Coastal Park project. The development of this site has the potential to play a critical role in tourism and economic development for not only Steinhatchee but also the entire County. Taylor County is very proud of our 60 mile coastline and renowned recreational fishing, boating and scalloping. The 61 acre site the Steinhatchee Coastal Park will be located at is at the mouth of the Steinhatchee River and the Gulf. The site has unlimited potential for tourism and economic development. Taylor County is a Rural Area of Opportunity and suffered catastrophic damage from Hurricane Idalia. In addition, the closure of Georgia-Pacific our primary employer has hit the County hard. We desperately need to promote tourism in the County and the Steinhatchee Coastal Park is ideal for this.

The Taylor County Tourism Development Council will be participating in all stakeholder meetings as well as working with the County and the selected design and engineering firm on the development of the site. We will assist in programming festivals and events for the Park site. We will also be pleased to assist the County in obtaining the funding needed for the actual infrastructure needed to develop the site.

If we can provide any additional information in reference to the development of Steinhatchee Coastal Park, or our commitment to participating in the project, please do not hesitate to contact me at 850-584-5366 or at taylorchamber@fairpoint.com.

Thank you in advance for your consideration of the County's funding request.

Respectfully,

Dawn V. Perez
Director, Taylor County Tourism Development Council.

16

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**THE BOARD TO CONSIDER APPROVAL OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF AGRICULTURAL AND CONSUMER SERVICES FOR MOSQUITO CONTROL OPERATIONS FUNDING.**
MEETING DATE REQUESTED:	**NOVEMBER 28, 2023**

Statement of Issue: TO RECEIVE SUPPLEMENTAL FUNDING FOR MOSQUITO CONTROL OPERATIONS.

Recommended Action: APPROVE

Fiscal Impact: $37,748.53

Budgeted Expense: N/A

Submitted By: LAWANDA PEMBERTON, COUNTY ADMINISTRATOR

Contact: (850) 838-3500 ext. 6

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: TAYLOR COUNTY RECEIVES ANNUAL FUNDING FROM FDACS TO SUPPLEMENT MOSQUITO CONTROL OPERATIONS. THE CURRENT FISCAL YEAR GRANT IS SLIGHTLY LOWER THAN THE PAST FISCAL YEAR AND THE BUDGET WILL BE ADJUSTED TO REFLECT THE DIFFERENCE.

Options: APPROVE/ DO NOT APPROVE

Attachments: AGREEMENT

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ulture and Consumer Services
Division of Administration, Director's Office

INTERNAL CONTRACT ROUTE SLIP

Division:	AGRICULTURAL ENVIRONMENTAL SER	Date:	10/09/2023
Contract Manager:	MATTHEWS, RACHEL J	Contract :	30609
Contract Period:	Upon Execution To 09/30/2024	Org Code:	42130103001
Procurement Method:	EXEMPT - GOVERNMENT AGENCIES		
Appropriation Category:	050896	EO:	A2
Funding: General Revenue:	NO Federal Funding: NO	Obj. Code:	751002
Trust Fund Name	GENERAL INSPECTION TRUST FUND DACS		

Services Required:

Mosquito Control oversight to State Mosquito Control District pursuant to Chapter 388 Florida Statutes and Rule 5E-13, Florida Administrative Code.

Vendor Name:	TAYLOR COUNTY MOSQUITO CONTROL		
Commodity Code:		Contractor's FEID#	F596000879019
Rate of Compensation:		Contract Amount:	$37,748.53

Division Director: _____ _____
Signature Date

Authorized Supervisor: _____ _____
Signature Date

********** BELOW FOR USE BY DIVISION OF ADMINISTRATION ONLY **********

Contract Administrator:	Joseph Duncan Signature	10/19/2023 Date
Legal Section:	Erik Sayler Signature	10/30/2023 Date
Financc and Accounting:	Signature	Date
Purchasing Director:	Signature	Date
Planning and Budgeting:	Signature	Date

DACS-01084 05/01

Scan Documents using Request Number : **17225933**

DocuSign Envelope ID: DB535FC8-D27D-4104-901A-20621558D629

INTERNAL CONTRACT ROUTE SLIP

FACTS INFORMATION

Contract Number **30609**

Original Contract Amt **$37,748.53** DFS Contract Type **GD**

Long Title **TAYLOR COUNTY MOSQUITO CONTROL DISTRICT**

Short Title **TAYLOR COU** Authorized Advance Payment **N**

Execution Date Effective Date Expiration Date **09/30/2024**

State Term Contract or Alternate Source ID

Contract Exempt Justification
GOVERNMENT AGENCY

Agency Solicitation Num

Business Case Study **N** Case Study Date

Legal Challenges to Procurement **N**
Legal Challenge Description

Contract Statutory Authority **388.261 FLORIDA STATUTES**

Provide for Administrative Cost **N** Administrative Cost Percent %

Provide for Periodic Increase **N** Periodic Increase Percent %

Was the Contract Function Previously performed by the State? **N**

Was the Contract Function Considered for Insourcing Back to the State? **N**

Did the Vendor make Capital Improvements on State Property? **N**

Capital Improvement Description

Value of Capital Improvements?

Value of Unamortized Capital Improvements?

Contract involves State or Fed Financial Aid State Fed **Y**

Recipient Type **C** **LOCAL GOVERNMENT**

DocuSign Envelope ID: DB535FC8-D27D-4104-901A-20621558D629

Vendor List

Vendor Number	Name	Address	Phone Number
F596000879	TAYLOR COUNTY MOSQUITO CC	3750 HIGHWAY 98 WEST	0000000

Funding Sets

Org Code	EO	Obj Code	App Cat	Amount	FY Effective Dt	RE-NR
42130103001	A2	751002	050896	$ 37,748.53	07/01/2023	NR
Account Code			Fund Description			
42202321001421601000005089600			GENERAL INSPECTION TRUST FUND D			

Division List

AGRICULTURAL ENVIRONMENTAL SERVICE

Approvers List

Approver	Date	Routing Stop
OSLAND, JEAN L	10/09/23 12:56	AES FISCAL LIAISON
OSLAND, JEAN L	10/09/23 12:56	AES DIVISION DIRECTOR
FRIEND, KELLY A	10/13/23 13:57	DIVISION DIRECTOR - AES
DUNCAN, JOSEPH	10/16/23 14:18	CONTRACT ADMIN 1ST STOP
BOREE, KELLEY J	10/16/23 14:24	DEPUTY COMMISSIONER OF AGRICULTURE
WISEHEART, MARSHALL G	10/16/23 15:41	POLICY AND BUDGET
YOUNG, MABLE C	10/18/23 10:15	FINANCE AND ACCOUNTING
FAIRCLOTH, MICHELLE O	10/19/23 08:11	GENERAL SERVICES

DocuSign Envelope ID: DB535FC8-D27D-4104-901A-20621558D629

Deliverables

Commodity Code	Commodity	Method of Payment	Major Deliverable Price
85111704	**Mosquito management or control services**		
FIXED FEE / UNIT RATE			**$37,748.53**

Non Price Justification

PRICE CANNOT BE DETERMINED UNTIL THE WORK HAS BEEN COMPLETED.

Source Documentation Reference Page

Major Deliverable

Conduct arthropod/mosquito control in adherence to Chapter 388 Florida Statutes and Rule 5E-13 Florida Administrative Code

Performance Metrics

1. Mosquito Control Monthly Report - State Funds (FDACS-13650, Rev. 07/13) due no later than 30 days after the last day of each month for October-August reports and no later than 60 days after the last day of the month for September reports.
2. Mosquito Control Monthly Report - Local Funds (FDACS-13663, Rev. 07/13) due no later than 30 days after the last day of each month for October-August reports, and no later than 60 days after the last day of the month for September reports.
3. Mosquito Control Monthly Activity Report (FDACS-13652, Rev. 07/13) due no later than 30 days after the last day of each month.

Financial Consequences

The Department shall have all rights and remedies provided at law or in equity, including without limitation the following: Temporarily withhold cash payments, disallow all or part of the cost of the services not in compliance, or wholly or partly suspend or terminate the contract.

CSFA

CSFA Code	Description
42.003	MOSQUITO CONTROL

CFDA

Code	Description

DocuSign Envelope ID: DB535FC8-D27D-4104-901A-20621558D629

FDACS CONTRACT#
30609

Florida Department of Agriculture and Consumer Services
Division of Administration

STATE FINANCIAL ASSISTANCE RECIPIENT AGREEMENT

WILTON SIMPSON
COMMISSIONER

This AGREEMENT made and entered into on _____, by and between the FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, the DEPARTMENT, and **TAYLOR COUNTY MOSQUITO CONTROL PROGRAM**, the RECIPIENT.

ARTICLE 1: TERM

1.1 Contract Period: Upon Execution - September 30, 2024.

1.2 Extension and Renewal.

1.2.1 Extension of a contract for contractual services shall be in writing for a single period only not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the RECIPIENT.

1.2.2 Contracts for commodities or contractual services may be renewed on a yearly basis for no more than three (3) years, or for a period no longer than the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT and subject to the availability of funds. Renewal costs may not be charged by the RECIPIENT. Exceptional purchase contracts (single source and emergency contracts) pursuant to Section 287.057(3)(a) and (c), Florida Statutes, may not be renewed.

ARTICLE 2: SERVICES

2.1 Scope of Work. The RECIPIENT agrees to provide the following commodities and/or services:

Comply with the requirements of Chapter 388, Florida Statutes, Section 215.97, Florida Statutes, and Chapter 5E-13, Florida Administrative Code to conduct arthropod/mosquito control.

2.2 The Department of Management Services' designated United Nations Standard Products and Services Code (UNSPSC) is: 85111704.

2.3 Deliverables. The RECIPIENT must provide the following quantifiable, measurable and verifiable units of deliverables which must be received and accepted in writing by the contract manager before payment. These deliverables are directly related to the Scope of Work specifying minimum levels of service to be performed and criteria for evaluating the successful completion of each deliverable.
The RECIPIENT agrees to provide mosquito management/control services as specified in the above scope of work. The RECIPIENT must meet the below minimum levels of services:

A. Submit a monthly financial report and supporting documentation to the DEPARTMENT on the form "Mosquito Control Monthly Report - State Funds" for State funds (FDACS-13650, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than sixty days after the close of each fiscal year for September reports.

B. Submit a monthly financial report and supporting documentation to the DEPARTMENT on the form "Mosquito Control Monthly Report - Local Funds" for Local Funds (FDACS-13663, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than sixty days after the close of each fiscal year for September reports.

C. Submit a monthly pesticide activity report to the DEPARTMENT on the form "Mosquito Control Monthly Activity Report" (FDACS-13652, Rev. 07/13) no later than thirty days after the end of each month for October through August reports and no later than sixty days after the close of each fiscal year for September reports.

D. Submit a copy to the DEPARTMENT of each financial reporting package containing Non-state entities' financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General of the State of Florida to be necessary.

E. Execution of this contract shall serve as RECIPIENT'S acknowledgment that it is subject to Section 215.97, Florida Statutes.

2.4 Financial Consequences. Failure to meet the deliverables of this AGREEMENT shall result in a financial consequence. The RECIPIENT shall perform all deliverables within the time frame established in this AGREEMENT. The DEPARTMENT shall reduce payment by: If RECIPIENT fails to meet one or more of deliverables A, B, or C of Section 2.3 hereof, due on or before August 30, 2024, then in addition to any other available remedies the DEPARTMENT shall reduce payment by a 5% reduction of the corresponding quarters invoice. The RECIPIENT shall perform all deliverables within the time frame established in this AGREEMENT, except that the DEPARTMENT in its sole discretion may grant a written extension of one or more deliverable deadlines upon prior written notification from RECIPIENT and for good cause shown.

2.5 Department Services. The DEPARTMENT agrees to provide the following services: N/A

ARTICLE 3: COMPENSATION & EXPENSES

3.1 The DEPARTMENT will pay the RECIPIENT as follows:
An amount not to exceed $37,748.53 payable in equal quarterly installments upon receipt of required reports submitted to the DEPARTMENT within statutory deadlines.

3.1.1 The DEPARTMENT may make partial payments to the RECIPIENT upon partial delivery of services when a request for such partial payment is made by the RECIPIENT and approved by the DEPARTMENT.

3.2 Travel Expenses. Justified and reasonable travel expenses which are directly and exclusively related to the services rendered under this AGREEMENT will be reimbursed in accordance with Section 112.061, Florida Statutes. Authorization for travel expenses must be specified in this AGREEMENT.

3.3 Invoices. Bills for services shall be submitted to the DEPARTMENT in detail sufficient for a proper pre-audit and post-audit thereof.

3.3.1 Section 215.422, Florida Statutes, provides that agencies have five (5) working days to inspect and approve goods and services, unless bid specifications

or the purchase order specifies otherwise. With the exception of payments to health care providers for hospital, medical or other health care services, if payment is not available within 40 days, measured from the latter of the date the invoice is received or the date the goods or services are received, inspected and approved, a separate interest penalty set by the Chief Financial Officer pursuant to Section 55.03, Florida Statutes, will be due and payable in addition to the invoice amount. To obtain the applicable interest rate, please contact the Agency's Fiscal Section at (850) 617-7200 or Purchasing Office at (850) 617-7181.

3.3.2 Invoices returned to a vendor due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

3.4 Transaction Fee. RECIPIENT shall be pre-qualified as meeting mandatory requirements and qualifications and shall remit fees pursuant to Section 287.057(22), F.S., and any rules implementing Section 287.057, F.S.

3.5 Dispute Resolution. If a dispute over fees invoiced under this AGREEMENT arises, the parties shall work to resolve the dispute informally at first. Should the parties be unable to resolve the dispute informally, the DEPARTMENT and RECIPIENT shall participate in mandatory binding arbitration.

3.5.1 Pursuant to Section 215.422(5), Florida Statutes, the Department of Financial Services has established a Vendor Ombudsman to act as an advocate for vendors. The Vendor Ombudsman may be reached at (850) 413-5516 or by calling the Department of Financial Services' Hotline, 1-877-693-5236.

3.6 Contingency. In accordance with Section 287.0582, Florida Statutes, the DEPARTMENT's performance and obligation to pay under this AGREEMENT is contingent upon an annual appropriation by the Legislature. Payments under this AGREEMENT are further subject to the approval of the State Chief Financial Officer (Department of Financial Services).

ARTICLE 4: INTELLECTUAL PROPERTY

4.1 Anything by whatsoever designation it may be known, that is produced by, or developed in connection with this contract shall become the exclusive property of the DEPARTMENT and may be copyrighted, patented or otherwise restricted as provided by Florida or federal law. Neither the RECIPIENT nor any

individual employed under this contract shall have any proprietary interest in the product.

4.2 With respect to each deliverable that constitutes a work of authorship within the subject matter and scope of U.S. Copyright Law, 17 U.S.C. Sections 102-105, such work shall be a "work for hire" as defined in 17 U.S.C. Section 101 and all copyrights subsisting in such work for hire shall be owned exclusively by the DEPARTMENT.

4.3 In the event it is determined as a matter of law that any such work is not a "work for hire," RECIPIENT shall immediately assign to the DEPARTMENT all copyrights subsisting therein for the consideration set forth in the contract and with no additional compensation.

4.4 The foregoing shall not apply to any preexisting software, or other work of authorship used by RECIPIENT to create a deliverable but which exists as work independent of the deliverable, unless the preexisting software or work was developed by RECIPIENT pursuant to a previous contract with the DEPARTMENT or a purchase by the DEPARTMENT under a State Term Contract.

4.5 The RECIPIENT shall fully indemnify, defend, and hold harmless the DEPARTMENT from any suits, actions, damages and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellection property right, provided, however, the foregoing obligation shall not apply to the DEPARTMENT's misuse or modification of RECIPIENT's products or DEPARTMENT's operation or use of RECIPIENT's product in a manner not contemplated by the AGREEMENT. If any product is the subject of an infringement suit, or in the RECIEPIENT's opinion is likely to become the subject of such a suit, the RECIPIENT at its sole expense shall procure for the DEPARTMENT the right to continue using the product or to modify it to become non-infringing. If the RECIPIENT is not reasonably able to modify or otherwise secure for the DEPARTMENT the right to continue using the product, the RECIPIENT shall remove the product and refund the DEPARTMENT the amounts paid in excess of a reasonable rental for past use. The DEPARTMENT shall not be liable for any royalties.

4.6 The RECIPIENT's obligations under the preceding paragraph with respect to any legal action are contingent upon the DEPARTMENT giving RECIPIENT (1) written notice of any action or threatened action, (2) the opportunity to take over and

settle or defend any such action at the RECIPIENT's sole expense, and (3) assistance in defending the action at the RECIPIENT's sole expense. The RECIPIENT shall not be liable for any cost, expense, or compromise incurred or made by the DEPARTMENT in any legal action without the RECIPIENT's prior written consent, which shall not be unreasonably withheld.

ARTICLE 5: ACKNOWLEDGMENTS, REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 RECIPIENT acknowledges and agrees that any articles that are the subject of, or required to carry out this AGREEMENT, in accordance with Section 287.042, Florida Statutes, shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned. Available products, pricing and delivery information may be obtained by contacting: RESPECT of Florida, 2475 Apalachee Parkway, Suite 205, Tallahassee, Florida 32301-4946, telephone number (850) 942-3555 and fax number (850) 942-7832.

5.2 RECIPIENT acknowledges and agrees that any articles which are the subject of, or required to carry out this AGREEMENT, in accordance with Section 287.095(3), Florida Statutes, shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2) and (4), Florida Statutes; and for the purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the DEPARTMENT insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Incorporated. Available products, pricing and delivery schedules may be obtained by contacting: PRIDE Enterprises, 223 Morrison Road, Brandon, Florida 33511-4835, telephone number (813) 324-8700.

5.3 RECIPIENT acknowledges and agrees that, pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid,

proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit a bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

5.4 RECIPIENT acknowledges and agrees that, pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

5.5 RECIPIENT acknowledges and agrees that, pursuant to Section 287.137(2)(a), Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

5.6 RECIPIENT acknowledges and agrees that the employment of unauthorized aliens by any person or entity is considered a violation of 8 U.S.C. § 1324a. If the RECIPIENT knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this AGREEMENT. RECIPIENT avers that it is registered in the E-Verify system and further agrees to comply with the provisions of Section

448.095(2), Florida Statutes during the term of the contract, including receiving and maintaining required affidavits from subcontractors.

5.7 RECIPIENT shall not discriminate on the basis of race, sex, religion, color, national origin, age or disability and shall comply with all applicable state and federal laws and regulations related thereto, including without limitation, the Americans with Disabilities Act (42 USC 12101 et. Seq.); Section 504 of the Rehabilitation Act of 1973 (29 USC 795); and the Age Discrimination Act of 1975 (42 USC 6101-6107).

5.8 RECIPIENT shall comply with Section 20.055, Florida Statutes.

5.9 RECIPIENT represents and warrants that it has reviewed Sections 215.4725, 287.135, F.S. and is not listed on either the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. RECIPIENT further represents and warrants that it does not have business operations in Cuba or Syria as proscribed by Section 287.135, F.S. Failure to certify or falsely certifying compliance with Sections 215.4725 and 287.135, F.S., may subject the RECIPIENT to civil penalties, attorney's fees, and other penalties and consequences provided for by law.

5.10 RECIPIENT represents and warrants that it shall comply with the Federal Acquisition Regulation 52.204-25, prohibition on contracting for certain telecommunications and video surveillance services or equipment pursuant to the National Defense Authorization Act. Failure to comply or if the RECIPIENT knowingly provides funds to any entity prohibited from receiving a contract or award pursuant to the Federal Acquisition Regulation 52.204-25 shall be cause for unilateral cancellation of this AGREEMENT. Subcontractors shall be verified by RECIPIENT through the General Services Administration (GSA) Federal Excluded Parties List: https://sam.gov/SAM/.

ARTICLE 6: PUBLIC RECORDS

6.1 To the extent that RECIPIENT meets the definition of "Contractor" under Section 119.0701, Florida Statutes, all documents, including papers, letters, or any other record or materials prepared pursuant to this AGREEMENT are subject to Florida's Public Records Law. RECIPIENT must:

6.1.1 Keep and maintain public records required by the DEPARTMENT to perform the service.

6.1.2 Upon request from the DEPARTMENT's custodian of public records, provide the DEPARTMENT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

6.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract period and following completion or termination of the contract if the RECIPIENT does not transfer the records to the DEPARTMENT.

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

6.2 The DEPARTMENT shall have the right of unilateral cancellation for refusal by the RECIPIENT to allow public access to all documents, papers, letters or other material made or received by the RECIPIENT in conjunction with the contract, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), Florida Statutes.

6.3 Nothing in this Article shall be considered a waiver of the provisions of Section 119.0701, Florida Statutes.

IF THE RECIPIENT HAS ANY QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

OFFICE OF GENERAL COUNSEL
407 SOUTH CALHOUN STREET, SUITE 520
TALLAHASSEE, FL 32399
PHONE: (850) 245-1000
EMAIL: PRCUSTODIAN@FDACS.GOV

ARTICLE 7: TERMINATION

7.1 For Convenience. The DEPARTMENT may terminate this AGREEMENT in whole or in part for its convenience by giving at least fifteen (15) days written notice by electronic or registered mail to the RECIPIENT, specifying the effective date of termination.

7.2 For Cause. The DEPARTMENT may terminate this AGREEMENT for cause; provided, however, no right of default shall accrue until thirty (30) days after the defaulting party is notified in writing of the reason(s) for termination and has failed to cure or give adequate assurances of performance within the thirty (30) day period after notice of termination.

7.2.1 For cause termination shall be defined as default, breach or failure of the RECIPIENT to fulfill any of its obligations hereunder.

7.2.2 Opportunity to cure. Prior to the exercise of any remedy provided for herein, the DEPARTMENT shall provide thirty (30) calendar days written notice of default and shall provide the RECIPIENT the opportunity to cure such failure or default within said thirty (30) day period. Upon the failure or inability to cure, the DEPARTMENT shall have all rights and remedies provided at law or in equity, including without limitation the following: (i) temporarily withhold cash payments pending correction of the deficiency by the RECIPIENT; (ii)disallow all or part of the cost of the services not in compliance; and/or (iii)wholly or partly suspend or terminate this contract.

7.3. Obligations of parties upon termination.

7.3.1. The DEPARTMENT shall pay and/or reimburse RECIPIENT for services satisfactorily completed in accordance with the terms and conditions outlined herein, subject to any damages sustained by the DEPARTMENT. Upon the effective date of termination, the DEPARTMENT shall have no further obligation to make any payments, other than that which became due prior to the effective date of termination or during the notice period.

7.3.2. The RECIPIENT shall:

7.3.2.1. Stop all work, make no further changes to completed work, and place no further orders related to this AGREEMENT, except that which may be needed to wind-down the contract or may be directed by the DEPARTMENT during the notice period.

7.3.2.2. Furnish notice of termination to any and all immediate subcontractors, suppliers, licensors or partners that may be affected by this termination.

7.3.2.3. Take actions necessary, or that the DEPARTMENT may direct, for the protection and preservation of the work produced under this AGREEMENT.

7.3.2.4. Return and deliver to the DEPARTMENT its property and/or inventoried items in the possession of contractor and/or its employees or subcontractors.

7.3.2.5. Disclose, transfer and assign to the DEPARTMENT all the rights, titles, and interests in licenses, copyrighted or patented work, as well as anything whatsoever constituting intellectual property produced within the subject matter and scope of this AGREEMENT.

7.3.2.6. Not be entitled to recover any cancellation charges or lost profits.

7.4. Force Majeure. If either party fails to fulfill its obligations hereunder, when such failure is due to an act of God, or other circumstances beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, or

embargoes, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this AGREEMENT.

7.4.1. Upon occurrence of a Force Majeure Event, the nonperforming party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance and its anticipated duration.

7.5. Notwithstanding the above, the RECIPIENT shall not be relieved of liability to the DEPARTMENT for damages sustained by the DEPARTMENT by virtue of any termination, default or breach of this AGREEMENT by the RECIPIENT.

ARTICLE 8: FINANCIAL MATTERS

8.1 The RECIPIENT is hereby prohibited from expending any of the funds provided hereunder for the purpose of lobbying the Legislature, the judicial branch or a state agency.

8.2 The RECIPIENT, as applicable, shall carry out the services outlined in Article 2 of this AGREEMENT in accordance with and subject to requirements of Section 215.97, Florida Statutes.

8.3 In the event that the RECIPIENT expends a total amount of state financial assistance equal to or in excess of $750,000 in its fiscal year, the RECIPIENT must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the RECIPIENT shall consider all sources of state financial assistance, including state financial assistance received from this department resource, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

8.4 Audits conducted pursuant to Section 215.97, Florida Statutes, shall be: performed annually and conducted by independent auditors in accordance with auditing standards as stated in Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

8.5 Regardless of the amount of the state financial assistance, the provisions of Section 215.97, Florida Statutes, do not exempt the RECIPIENT from compliance with provisions of law

relating to maintaining records concerning state financial assistance or allowing access and examination of those records by the DEPARTMENT, the Chief Financial Officer, or the Auditor General.

8.6 If the RECIPIENT expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. If however the RECIPIENT elects to have an audit conducted in accordance with the provision of section 215.97, Florida Statutes, the cost of the audit must be paid from RECIPIENT's resources other than that which is obtained from the DEPARTMENT.

8.7 The DEPARMENT shall provide to the RECIPIENT, information needed by the RECIPIENT to comply with the requirements of Section 215.97, Florida Statutes.

8.8 The DEPARTMENT shall have access to the RECIPIENT's records and the RECIPIENT's independent auditor's working papers as necessary for complying with the requirements of Section 215.97, Florida Statutes. The RECIPIENT is required to maintain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of five years from the date the audit report is issued, and shall allow the DEPARTMENT or its designee, access to such records upon request.

8.9 Section 215.97, Florida Statutes, does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency Inspector General, the Auditor General, or any other state official.

8.10 RECIPIENT shall provide one copy of each financial reporting package prepared in accordance with the requirements of Section 215.97, Florida Statutes. The financial reporting package means financial statements, Schedule of State Financial Assistance, auditor's reports, management letter, auditee's written responses or corrective action plan, correspondence on follow-up of prior years' corrective actions taken, and such other information determined by the Auditor General to be necessary and consistent with the purposes of Section 215.97, Florida Statutes. Copies of the financial reporting package required by this AGREEMENT shall be submitted by or on behalf of the RECIPIENT directly to each of the following:

The Florida Department of Agriculture and Consumer Services
Division of Administration

509 Mayo Building
407 South Calhoun Street
Tallahassee, Florida 32399-0800

The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

8.11 Any reports, management letters, or other information required to be submitted to the DEPARTMENT pursuant to this AGREEMENT shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

8.12 The RECIPIENT shall maintain sufficient records demonstrating its compliance with the terms of this AGREEMENT for a period of five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The RECIPIENT shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

8.13 RECIPIENT shall ensure expenditures of state financial assistance is in compliance with laws, rules, and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures.

8.14 The RECIPIENT agrees that this AGREEMENT may be charged only with allowable costs resulting from obligations incurred during the term of this AGREEMENT.

8.15 The RECIPIENT agrees that any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the DEPARTMENT.

8.16 Any funds paid in excess of the amount to which the RECIPIENT is entitled under this AGREEMENT must be refunded to the DEPARTMENT.

ARTICLE 9: GENERAL PROVISIONS

9.1 Independent Contractor. The RECIPIENT, and any of its employees, agents, or assigns, are independent contractors and are not employees or agents of the DEPARTMENT.

9.1.1 The RECIPIENT shall not pledge the DEPARTMENT'S credit or make the DEPARTMENT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

9.2 Indemnification. The RECIPIENT shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the DEPARTMENT, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the RECIPIENT, its agent, employees, partners, or subcontractors, provided, however that the RECIPIENT shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DEPARTMENT.

9.2.1 The RECIPIENT's obligations under this paragraph with respect to any legal action are contingent upon the State or Customer giving the contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at RECIPIENT's sole expense, and (3) assistance in defending the action at RECIPIENT's sole expense. The RECIPIENT shall not be liable for any cost, expense, or compromise incurred or made by the DEPARTMENT in any legal action without the RECIPIENT's prior written consent, which shall not be unreasonably withheld.

9.3 Liability. The DEPARTMENT shall not assume any liability for the acts, omissions to act or negligence of the RECIPIENT, its agents, servants, and employees, nor shall the RECIPIENT disclaim its own negligence to the DEPARTMENT or any third party.

9.3.1 The RECIPIENT shall maintain, during the period of this AGREEMENT, liability insurance for the services to be rendered in accordance with industry standards as appropriate.

9.4 Amendments. Any changes must be mutually agreed upon and incorporated in written amendments to this AGREEMENT.

9.5 Entire AGREEMENT. The instrument, including any attachments, embodies the entire AGREEMENT of the parties. This AGREEMENT supersedes all previous oral or written communications, representations or agreements on this subject.

9.6 Applicable Law. This AGREEMENT shall be governed by the laws of the State of Florida.

9.7 Severability. In the event that any one or more of the provisions of this AGREEMENT shall be determined to be void or unenforceable by a court of competent jurisdiction, or by law, such determination will not render this AGREEMENT invalid or unenforceable and the remaining provisions hereof shall remain in full force or effect. In the event that any clause or requirement of this AGREEMENT is contradictory to, or conflicts with the requirements of Florida law, including, but not limited to requirements regarding contracts with Florida's governmental agencies, the offending clause or requirement shall be without force and effect and the requirements of the Florida Statutes and rules promulgated thereunder on the same subject shall substitute for that clause or requirement and be binding on all parties to this contract.

9.8 Paragraph Headings. Paragraph headings contained in this AGREEMENT are for convenience or reference only. They shall not be deemed to modify, limit, define or describe in any respect the provisions of this AGREEMENT.

9.9 Compliance. RECIPIENT shall, at its sole cost and expense, comply with all requirements of all Municipal, County, State and Federal rules and regulations, statutes and/or ordinances now in force, or which hereafter come into force, pertaining to the duties and obligations arising from this AGREEMENT.

9.10 No Subcontracting. RECIPIENT agrees that all services to be performed hereunder shall be performed solely by the RECIPIENT and may not be subcontracted for or assigned without the prior written consent of DEPARTMENT, which may be withheld by DEPARTMENT for any reason or granted subject to RECIPIENT's compliance with one or more of the following: (i) RECIPIENT purchasing, at its sole expense, a payment bond in a form and amount that DEPARTMENT determines to be adequate to protect suppliers of labor and material; (ii) DEPARTMENT withholding, as retainage, 25% or the highest percent permitted by law, whichever is less, of all payments made to the RECIPIENT until RECIPIENT submits evidence satisfactory to DEPARTMENT that all subcontracts and outstanding indebtedness in connection with the services hereunder have been paid for by the RECIPIENT; and (iii) RECIPIENT

disclosing information satisfactory to DEPARTMENT regarding each subcontractor to perform services hereunder, including a description of the subcontractor's organization, ability to provide applicable services, cost to perform applicable services, previous work experience, and relationship to the RECIPIENT.

9.11 Survival. The termination of this AGREEMENT (whether by expiry, completion, the exercise of a termination right hereunder, or otherwise) will not relieve either party of any obligation, nor impair the exercise of rights, accrued hereunder prior to such termination. Without limiting the foregoing, the terms of Sections 4.5, 6.1, 9.2, and 9.10 hereof and Article 8 hereof will survive the termination of this AGREEMENT.

9.12 Administration of AGREEMENT.

The contract manager for the DEPARTMENT is **Rachel Matthews** and is located at the **Division of Agricultural Environmental Services, 3125 Conner Boulevard, Suite E, Tallahassee, Florida 32399-1650, office number (850) 617-7911, email address: Rachel.Matthews@FDACS.gov.**

The contract manager for the RECIPIENT is **Lawanda Pemberton** and is located at **3750 Highway 98 West, Perry, FL 32347.**

ARTICLE 10: STATE FUNDING DISCLOSURE

10.1 State resources awarded to the RECIPIENT pursuant to this agreement and are from the Florida Department of Agriculture and Consumer Services, Catalog of State Financial Assistance **Mosquito Control Research, 42.003, $37,748.53**

If state resources awarded to the RECIPIENT are to be used as matching resources for federal programs, identify the name of federal agency and catalog of Federal Domestic Assistance (title and number).

10.2 Reporting Requirements. Contracts for services with non-profit organizations as defined in Section 215.97(2)(m), F.S. require the RECIPIENT to provide documentation that indicates the amount of state funds: 1) allocated to be used during the full term of the contract for remuneration of any member of the board of directors or an officer of the RECIPIENT, and 2) allocated under each payment by the DEPARTMENT to be used for remuneration of any member of the board of directors or an

officer of the RECIPIENT. The documentation must indicate the amounts and receipts of remuneration.

10.3 The RECIPIENT is not classified as a non-profit organization as defined in Section 215.97(2)(m), F.S.; therefore the RECIPIENT is not required to complete and return the Total Compensation Paid to Non-Profit Personnel Using State Funds form (FDACS-01324) in accordance with Section 216.1366, F.S., no later than ten (10) business days from execution of this AGREEMENT, for each member of the board of directors or officer of the RECIPIENT as applicable.

10.4 RECIPIENTS that are classified as a non-profit organization must post on the RECIPIENT'S website the information required by Section 216.1366, F.S., if the RECIPIENT maintains a website.

10.5 Failure to comply with the requirements of Section 216.1336, F.S., may result in termination of the AGREEMENT as prescribed in Section 7.2.

ARTICLE 11: EXECUTIVE COMPENSATION

11.1 The RECIPIENT shall complete and return the Executive Compensation Attestation for State Financial Assistance Contracts (FDACS-01317) within ten (10) business from execution of this agreement.

11.2 In the event that the RECIPIENT receives fifty (50) percent or more of its budget from funding provided by the State of Florida, or a combination of funding from the State of Florida and the United States Government, then the RECIPIENT shall provide an annual report to the DEPARTMENT due on or before June 30th. An annual report shall be required for each year that this agreement remains in existence. The report shall detail the total compensation of the RECIPIENT's executive leadership team, to include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. The annual report must also indicate what percent of compensation comes directly from State or Federal allocations, and the report shall contain the RECIPIENT's IRS Form 990.

11.3 RECIPIENT understands and agrees that it must provide DEPARTMENT of written notice detail any change in executive compensation in the intervening period between annual reports.

11.4 RECIPIENT understands and agrees that failure to comply with any provision of this section constitutes a material breach for which DEPARTMENT may seek termination of this agreement pursuant to Section I of this Agreement.

11.5 Absent written extension of the deadline to provide the annual report, the parties agree that the RECIPIENT shall be liable for a financial consequence of $100 per calendar day until the report is delivered.

11.6 The final annual report shall be delivered to the Department as part of the close out process detailed in Article 8.

Signed by parties to this AGREEMENT:

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	RECIPIENT
Joey B. Hicks	
Signature	Signature
Division of Administration	County Administrator
Title	Title
11/1/2023	
Date	Date

DocuSign

Certificate Of Completion

Envelope Id: DB535FC8D27D4104901A20621558D629
Status: Sent
Subject: Please DocuSign: FDACS CONTRACT# 30564 MOSQUITO CONTROL TAYLOR COUNTY
Source Envelope:
Document Pages: 23
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Joseph Duncan
407 South Calhoun Street
Mayo Building, SB-8
Tallahassee, FL 32399-0800
Joseph.Duncan@fdacs.gov
IP Address: 167.95.10.118

Record Tracking

Status: Original
October 19, 2023 | 10:59
Holder: Joseph Duncan
Joseph.Duncan@fdacs.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Florida Department of Agriculture and Consumer Services
Location: DocuSign

Signer Events	Signature	Timestamp
Joseph Duncan Joseph.Duncan@FDACS.Gov Signing Group: Contract Administrator Security Level: Email, Account Authentication (None)	Joseph Duncan Signature Adoption: Pre-selected Style Using IP Address: 167.95.10.118	Sent: October 19, 2023 | 11:02 Viewed: October 19, 2023 | 11:26 Signed: October 19, 2023 | 11:26
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Erik Sayler Erik.Sayler@fdacs.gov Security Level: Email, Account Authentication (None)	Erik Sayler Signature Adoption: Uploaded Signature Image Using IP Address: 167.95.13.68	Sent: October 19, 2023 | 11:26 Viewed: October 19, 2023 | 11:27 Signed: October 30, 2023 | 13:40
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Joey B. Hicks joey.hicks@fdacs.gov Director of ADministration Security Level: Email, Account Authentication (None)	Joey B. Hicks Signature Adoption: Pre-selected Style Using IP Address: 69.246.130.212	Sent: October 30, 2023 | 13:40 Viewed: November 1, 2023 | 16:11 Signed: November 1, 2023 | 16:11
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
LaWanda Pemberton LPEMBERTON@TAYLORCOUNTYGOV.COM County Administrator Security Level: Email, Account Authentication (None)		Sent: November 1, 2023 | 16:11 Viewed: November 9, 2023 | 08:56
Electronic Record and Signature Disclosure: Accepted: November 9, 2023 | 08:56 ID: 484c397b-1267-419f-b676-40d40143f598		

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
Rachel Matthews rachel.matthews@fdacs.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: November 1, 2023 | 16:11
CONTRACTS Contracts@fdacs.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: April 19, 2022 | 10:10 ID: 5695f407-15b9-4d70-aded-c5e1c7791665		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	October 19, 2023 | 11:02
Certified Delivered	Security Checked	November 9, 2023 | 08:56

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Crahsoft OBO Florida Department of Agriculture and Consumer Services (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 system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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 the signing session and, if you elect to create a DocuSign account, you may access the documents 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. Further, 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 Crahsoft OBO Florida Department of Agriculture and Consumer Services:

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: salena.yarbrough@freshfromflorida.com

To advise Crahsoft OBO Florida Department of Agriculture and Consumer Services of your new email address

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

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Crahsoft OBO Florida Department of Agriculture and Consumer Services

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 email to salena.yarbrough@freshfromflorida.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Crahsoft OBO Florida Department of Agriculture and Consumer Services

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

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to salena.yarbrough@freshfromflorida.com and in the body of such request you must state your email, full name, mailing 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

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents 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 confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email 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 as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Crahsoft OBO Florida Department of Agriculture and Consumer Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Crahsoft OBO Florida Department of Agriculture and Consumer Services during the course of your relationship with Crahsoft OBO Florida Department of Agriculture and Consumer Services.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**The Board to consider approval of Request for Proposals, notice to advertise and agreement for the ECG Management System project at Doctors Memorial Hospital.**
MEETING DATE REQUESTED:	**11/28/2023**

Statement of Issue: Request to advertise Request for Proposal for the ECG Management System Project at Doctor's Memorial Hospital.

Recommended Action: Approve/Not Approve

Fiscal Impact:

Budgeted Expense: Yes

Submitted By: Marsha Durden, Assistant County Administrator

Contact: 850-838-3500 Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Cardiopulmonary has been operated as a paper department. In an effort to reduce errors, lost reads, and late billing, DMH requests the purchase of the ECG Management System. This system is a repository for exams performed in Cardiopulmonary and will migrate information directly from the hospital EMR records. This system will allow for remote reading of exams by physicians and automatic billing.

Options: Approve/Deny

Attachments:
Notice
Request for Proposals
Agreement with Attorney Letter

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

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

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

NOTICE OF REQUEST FOR PROPOSALS

The Taylor County Board of County Commissioners is soliciting bids for Professional Consulting services for the **ECG MANAGEMENT SYSTEM PROJECT AT DOCTORS MEMORIAL HOSPITAL IN TAYLOR COUNTY, FLORIDA.**

Qualified firms or individuals desiring to provide the requested services must submit their bid package in an envelope or similar package marked: **Sealed bids for "ECG MANAGEMENT SYSTEM PROJECT AT DOCTORS MEMORIAL HOSPITAL IN TAYLOR COUNTY, FLORIDA"** to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than _____, local time, on _____, _____, 2023. **All bids MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted.** Bids will be opened and respondents announced at _____ local time, or as soon thereafter as practical, on _____, _____, 2023 at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

The County reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time or waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price. **NO FAXED BIDS WILL BE ACCEPTED.**

Taylor County is an AA/EOE employer and requires all contractors and subcontractors to comply with Executive Order 11246.

For additional information and a bid package contact:
Marsha Durden
201 E. Green Street
Perry, FL 32347
(850) 838-3500 ext. 7
mdurden@taylorcountygov.com

Bid packages may also be obtained from www.taylorcountygov.com

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

GENERAL BID INFORMATION

1. Bid documents shall be obtained from Marsha Durden, Assistant County Administrator, 201 E. Green Street Perry, FL 32347 Telephone (850) 838-3500 ext. 7 or mdurden@taylorcountygov.com. Documents may also be obtained from www.taylorcountygov.com.

2. Bids **MUST** be submitted to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347, to arrive no later than _____, local time, _____, _____ 2023.

3. Bids **MUST** be in a sealed envelope plainly marked on the outside: **"ECG MANAGEMENT SYSTEM PROJECT AT DOCTORS MEMORIAL HOSPITAL IN TAYLOR COUNTY, FLORIDA."**

4. **All bids MUST have a name and mailing address shown on the outside of the envelope or package when submitted.**

5. Bids that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the responder unopened.**

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

7. Responders must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).

8. Bids shall be received and respondents announced on _____, _____, 2023 at _____ or as soon thereafter as practical, at the Taylor County Administrative Complex 201 East Green Street, Perry, Florida, 32347.

9. The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price, pursuant to Taylor County Ordinance No. 2003-12.

10. It is the responsibility of the responders to fully understand and follow all contract expectations.

11. All proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing $1,000,000.00 liability insurance coverage, listing Taylor County as an additional insured, or sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next highest respondent who meets all proposal specifications. Workmen's Compensation exemptions will be accepted upon providing a current Florida Workman's Compensation Exemption Certificate, and a signed Taylor County Workmen's Compensation Hold Harmless and Indemnity Agreement. Every employee must be listed on the Exemption Certificate. Any responder who does not furnish the required insurance documents, will not be considered and the bid will be disqualified.

12. Responders must include with the bid E-Verify certification pursuant to F.S.448.095. The E-verify Memorandum of Understanding and Registration Verification may be used for certification.

13. Taylor County is an AA/EOE employer and requires all contractors and subcontractors to comply with Executive Order 11246.

14. The Taylor County Board of County Commissioners **Does Not Accept Faxed Bids.**

15. Responders who elect to send sealed bids Overnight Express or Federal Express, must send to the physical address of: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347.

16. For additional information, contact

Marsha Durden, Assistant County Administrator
201 E. Green Street
Perry, FL 32347
850-838-3500 ext. 7

INTENT AND GENERAL INFORMATION

Taylor County, Florida through Requests for Proposals (RFP), is soliciting proposals from qualified businesses registered to do business with the State of Florida, with the required expertise and capability to perform the services needed to develop Doctor's Memorial Hospital's ECG Management System Project herein referred to as ("the Services"). The specific elements are included in the Scope of Work section of this RFP.

Firms interested in preparing a response for this RFP must complete the requirements set forth in this RFP, its attached documents and documents incorporated by reference (collectively referred to as the "RFP"). Under the proposal process of Taylor County, the conditions set forth herein are binding on the Proposer as confirmed by the signature of a person with legal authority to bind the Proposer on the cover letter transmitting its Proposal to the County in response to this RFP.

If this RFP is amended, the County will issue an appropriate addendum to the RFP. If an addendum is issued, all terms and conditions of this RFP that are not specifically modified in the addendum shall remain unchanged. An addendum to this RFP will be issued if any of the dates and/or times change. Specific dates/time will be determined at each phase.

It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFP. Failure by the Proposer to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at the Proposer's own risk.

The County reserves the right to reject any Proposal found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this RFP in order to protect its best interests. The County is not liable for any costs incurred by the Proposer in preparing its response, nor is a response an offer to contract with any Proposer. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida's public records laws.

While every effort is made to ensure the accuracy and completeness of information in the RFP, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFP. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the RFP.

BIDDER INFORMATION

1. Proposal: The bidder's proposal shall include the total bid amount.

2. Bid Form: The bidder is required to complete the Bid Form in its entirety.

SCOPE OF WORK

The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents herein mentioned which are a part of this Contract in connection with the following.

ECG MANAGEMENT SYSTEM PROJECT FOR DOCTOR'S MEMORIAL HOSPITAL IN TAYLOR COUNTY.

1. Shipped.
2. Unboxed and uncrated.
3. Packing materials removed from premises.
4. Calibrated and tested for use.
5. Connect to EMR.
6. Connect to modality worklist.
7. Connect any wireless connections.
8. Provide training on use.

Minimum requirements:

1. Interfaces with current EMR (CPSI/Evident)
2. Include orders, results, and billing capabilities.
3. Allows for remote reading of exams.
4. Supports modality worklist.
5. Vender Neutral.
6. Includes Warranty.
7. 5 Year service contract.
8. Free software upgrades for the life of the equipment.
9. 24-hour remote support.
10. Training.

PROPOSAL RESPONSE REQUIREMENTS

Overview

The County has established certain mandatory requirements that must be included as part of any Proposal. The use of the terms "shall," "must," or "will" (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words "should" or "may" in this RFP indicate desirable attributes or conditions but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Proposal.

Proposals not meeting all material requirements of this request, or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the Proposal are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County.

The County reserves the right to determine which Proposals meet the material requirements of the RFP and which Proposals are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Proposals and seek new Proposals when it is in the best interest of the County to do so.

A Proposal by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Proposal Form, for a Proposal by a/an:

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 provided on the Proposal Form.

b. 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.

c. Individuals shall show the Proposer's name and business address.

d. Proposal by a joint venture shall be executed by each joint venture member in the manner indicated on the Proposal form. The official address of the joint venture must be provided on the Proposal Form.

All names shall be printed in ink below the signatures.

The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers, and dates of which shall be filled in on the Proposal form.

The postal and email addresses and telephone number for communication regarding the Proposal shall be shown.

A Proposer seeking to do business with the County shall, at the time of submitting a Proposal, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: http://sunbiz.org/index.html or http://www.dos.state.fl.us/doc/index.html.

The Proposal shall contain evidence of Proposer's authority and qualification to do business in the state or locality where the Project is located, or Proposer shall covenant in writing to obtain such qualification

prior to award of the Contract and attach such covenant to the Proposal. The proposer's state contractor license number, if any, shall also be shown on the Proposal Form.

EVALUATION OF PROPOSALS AND SELECTION PROCESS

Proposals submitted to this RFP that satisfy the required qualifications and are deemed to be submitted by responsive and responsible Proposers shall be ranked by a Selection Committee authorized by the County Administrator.

The County reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Proposals. The County further reserves the right to reject the Proposal of any Proposer whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County also reserves the right to waive all informalities not involving price, time, or changes in the Services and to negotiate contract terms with the Successful Proposer.

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

The County may conduct such investigation as it deems necessary to establish the responsibility, qualifications, and financial ability of Proposers, proposed subcontractors, suppliers, individuals, or entities to perform the Services in accordance with the Contract document.

In ranking Proposals, the Selection Committee shall evaluate the Proposals on the basis of the information provided by the Proposer and rank each Proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFP. The County reserves the right to award more than one Proposer.

The selection committee will evaluate the Proposals that are responsive to the requirements of this RFP using the following weighted criteria listed in order of importance:

CRITERIA	Score
1. Understanding of Services to be Provided	2
2. Organization and Ability of Consultant and Staff	4
3. Relevant Firm Experience	12
4. References on Recent Projects	10
5. Technical Approach	2
6. Cost Proposal	70
TOTAL POSSIBLE POINTS	**100**

The Proposals deemed best by the selection committee shall be presented in the form of an Agenda Request to the Taylor County Board of Commissioners, who shall either accept or deny the recommendation of the selection committee.

Individual Committee members will be removed from the Committee if unable to participate in all reviews, and scoring will be based on scores of the remaining Committee members.

INTENT TO AWARD AND CONTRACT EXECUTION

The County reserves the right to incorporate the successful Proposal into the Contract. The failure of a Proposer to accept this obligation may result in the cancellation of the award.

The construction, interpretation, and performance of this RFP, and all transactions under it shall be

governed by the laws of the State of Florida and Taylor County. The Contract shall include all terms and conditions of this RFP, any addenda, response, and the County's contract issued as a result of this RFP.

The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all Proposals or to waive any minor irregularity or technicality in the Proposals received. Award will be made to the lowest responsible and responsive Proposer(s) within the category chosen for basis of award. The County reserves the right to award one or multiple Proposers at its discretion.

The Successful Proposer will be required to assume responsibility for all services offered in the Proposal. The County will consider the Successful Proposer to be the sole point of contact regarding contractual matters, including payment on any or all charges.

After successful posting of the award, the Successful Proposer will be required to enter the Contract with the County.

STANDARD TERMS AND CONDITIONS

Definitions

General terms used throughout this RFP are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

Award means the determination of a successful Proposer(s) in response to this RFP, resulting in an offer of a Contract to perform the services pursuant to the RFP and their Proposal.

County means the Taylor Board of County Commissioners (BOCC) and its employees.

Contract means the legally enforceable document agreed to and signed by the County and successful Proposer(s) (collectively referred to as the "Parties"), a draft Contract is attached hereto as Appendix B and incorporated herein.

RFP means this document, its attachments and any document hereinafter incorporated by reference.

Proposer means any firm, individual or organization submitting a Proposal in response to this RFP.

Successful Proposer means a Proposer who is awarded a Contract as result of the Proposal submitted in response to this RFP.

Proposal Bond means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as Proposal. If required, a Proposal bond/deposit shall be for 5% of the amount of the Proposal.

Payment Bond means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract.

Performance Bond means a bond to assure satisfactory performance of the terms of the contract.

Work or ***SOW*** means the scope of work and/or services.

FLORIDA PUBLIC RECORDS LAW AND CONFIDENTIALITY

By submitting a Proposal in response to this RFP, a Proposer acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to the County may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.

Should the Proposer provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase "PROPRIETARY INFORMATION" on the face of each affected page of such materials. The Proposer shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the County, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Proposer of that request, and the Proposer shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the County business day following Proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying.

Failure to provide a timely written reply shall be deemed as consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, regarding the County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Proposal submitted by a Proposer in response to this RFP and shall constitute the County's sole obligation regarding maintaining confidentiality of any document, material, or information submitted to the County.

CONSTRUCTION AND VENUE

The validity, construction, and effect of this RFP and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the RFP, Successful Proposer's Proposal and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

a. Laws of Florida and Contract

b. RFP and all of its addendums and attachments

c. Successful firm's Proposal

Venue for all actions arising under the RFP and subsequent Contract shall lie in Taylor County, Florida, United States.

TERM OF THE CONTRACT AND TERMINATION

The term of this Agreement shall commence on the date of its execution by the Board of County Commissioner and continue until the completion of the project.

The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

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

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

PROJECT IDENTIFICATION: **ECG MANAGEMENT SYSTEM PROJECT FOR DOCTORS MEMORIAL HOSPITAL IN TAYLOR COUNTY.**

THIS BID IS SUBMITTED TO:

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

BID FORM

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract documents for the professional services for the ECG Management System Project at Doctor's Memorial Hospital in Taylor County. The Bidder agrees to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Terms in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within three (3) days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged.

   (b) BIDDER has visited the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

   (c) BIDDER is familiar with and is satisfied to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

   (d) BIDDER is aware of the general nature of Work to be performed by Owner at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

(e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract documents and all additional examinations, investigations observations, tests, studies, and data with the Contract Documents.

(f) This Bid is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and submitted in conformity with any agreement or rules of any group, association, organization, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.

4. BIDDER agrees that the Work will be completed in accordance with the General Conditions (see Scope of Work for details) on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work within the time specified in the Agreement.

5. Communications concerning this Bid shall be addressed to:

   Marsha Durden, Assistant County Administrator
   201 E. Green Street
   Perry, FL 32347
   (850) 838-3500 ext. 7
   mdurden@taylorcountygov.com

6. Terms used in this Bid which are defined in the Standard General Conditions or Instructions will have the meaning indicated in the Standard General Conditions or Instructions.

SUBMITTED on _____, 2023

IF BIDDER IS:

AN INDIVIDUAL:

By_____(seal)
Individual's Name

Doing business as _____

Business address _____

Telephone No.:_____

A PARTNERSHIP:

By:_____(seal)
Firm Name

General Partner:_____

Business Address:_____

Telephone No.:_____

A CORPORATION:

By:_____(seal)

State of Incorporation:_____

By:_____(seal)
Name of Person Authorized to Sign

(Corporate Seal)_____
Title

Attest:_____As Secretary

Business Address:_____

Telephone No.:_____

Date of Qualification To Do Business Is:_____

BID CHECK-LIST

Check Items Included

With Bid:

_____ 1. Written Bid Quotation.

_____ 2. Certificate of Liability Insurance or Agent Statement as outlined in the General Bid Considerations (**MUST BE INCLUDED WITH BID**).

_____ 3. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State. (**MUST BE INCLUDED WITH BID**).

_____ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3) (a) (**AFFIDAVIT MUST BE INCLUDED WITH BID SPECIFICATIONS**).

_____ 5. If a Bid Bond is required, **it must be submitted with the bid** in the amount of five percent (5%) of the bid amount.

If a performance Bond is required, the successful bidder must provide same prior to the County accepting the contract.

_____ 6. E-Verify certification is required, **(MUST BE INCLUDED WITH BID).**

_____ 7. Hold Harmless, Release and Indemnify Agreement (MUST BE INCLUDED WITH BID)

The Bid Check-List **must be included with the submitted bid.**

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No._____ for ____

   _____

2. This sworn statement is submitted by_____
   (Name of entity submitting sworn statement)

   Whose business address is_____

   _____ and

   (if applicable) its Federal Employer Identification Number (FEIN) is _____,
   (If entity has no FEIN, include the Social Security Number of the individual signing this sworn

   statement: _____.)

3. My name is_____and my relationship to the entity

   named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   A. A predecessor or successor of a person convicted of a public entity crime: or
   B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)€, Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____ _____
(Signature) (Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)
who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of

_____, _____.

_____
NOTARY PUBLIC

My commission expires: _____

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, _____, and after having obtained a State of Florida Worker's Compensation Certificate, a copy of which is attached hereto and marked Exhibit "A" and in consideration of Taylor County having accepted the said Worker's Compensation exemption and Taylor County having agreed for me to proceed with the following project, to-wit:

ECG MANAGEMENT SYSTEM PROJECT AT DOCTOR'S MEMORIAL HOSPITAL IN TAYLOR COUNTY

1. I hereby agree to indemnify, hold harmless and defend Taylor County, Florida from any liability claim, demand, action, cause of action, suit, loss, damage, expense, cost attorney fee, settlement, or judgment as a result of my being injured while performing the above project. I will not allow anyone to subcontract, and no other person will be allowed on the job site.
2. I also hereby indemnify and release Taylor County, from any liability, claim, demand, and action, cause of action, suit, loss, damage, expense, cost, settlement, or judgment for any medical, dental, orthopedic, surgery or any rehabilitation or any expense as a result of any injury on said project.
3. I hereby release Taylor County from any liability of whatever kind or nature because of any injury on the above project.
4. I hereby agree that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.
5. I hereby agree that I have relied on the legal advice of my attorney and that I fully understand this agreement and I have voluntarily executed same.

DONE AND EXECUTED this _____ day of _____, 2023,

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, _____, personally known to me ( ) produced identification ( ) to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness may hand and official seal this _____ day of _____, 2023.

_____

NOTARY PUBLIC

My Commission Expires:

Accepted by Taylor County, Florida this _____ day of _____, 2023, by

_____

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

(850) 584-6113
FAX (850) 584-2433

November 3, 2023

VIA E-MAIL AND REGULAR MAIL

Ms. Marsha Durden
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Contracts

Dear Marsha:

Pursuant to our request, please find enclosed 2 Contracts, one with Digital C-Arm and the other with ECG Management System.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Enclosures

Cc: Hon. Gary Knowles (via e-mail)
Ms. LaWanda Pemberton (via e-mail)
Ms. Salina Grubbs (via e-mail)

CONTRACT

This contract made the _____ day of _____, 2023 between, **TAYLOR COUNTY**, hereinafter called the **COUNTY**, and _____, hereinafter called the **CONTRACTOR**.

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

1. **SCOPE OF WORK**. The Contractor shall perform all tasks required to be performed and shall provide and furnish all the labor, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the (See Attachment "A"), to-wit: ECG Management System Project at Doctors Memorial Hospital.

Staff: The Contractor shall employ sufficient staff to complete the aforementioned task and that such employees will be easily identifiable through some type of recognizable means, (i.e. uniforms designating a corporate logo and employee name or a pictured identification badge with a signature of a corporate principle.)

2. **THE CONTRACT PRICE.** The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the sum of $_____.

3. **TIME OF COMPLETION.** The work to be performed under this contract shall be commenced on or before the date outlined in the Notice to Proceed. This contract shall not be extended for more than _____ days, unless otherwise agreed in writing.

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

5. TERMINATION OF CONTRACT. The County reserves the right to terminate or suspend the contact in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as to the effective date of termination or suspension or specify the stage of work at which the action is to be taken. The Contractor will be paid for all work satisfactorily performed and any reasonable termination expenses that can be documented.

If the County determines that the performance of the Contractor is not satisfactory, the County shall have the option of: (a) immediately terminating the contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time. Failure to correct such deficiencies in the specified time will result in the Contractor being declared in default and the contract may be terminated.

If the contract is terminated for cause before performance is completed, the Contractor shall be paid for the work units satisfactorily accomplished and accepted at the contract unit price.

6. DEFAULT OF CONTRACT. If the Contractor fails to begin the work under the Contract within the time specified in the "Notice to Proceed", or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the contract, or performs the work unsuitably or neglects or refuses to remove materials or discontinues the prosecution of work, or

fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily for a period of ten calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default.

If the Contractor, within a period of ten calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, the County shall, have full power or authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to declare the contract in default.

7. PRESERVATION OF PROPERTY. The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.

Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

8. HOLD HARMLESS AND INSURANCE. To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-contractors, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors,

agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting fro m the sole negligence of the County or any of its officers, agents or employees.

9. GENERAL LIABILITY INSURANCE. The Contractor shall maintain general liability insurance of at least **$1,000,000.00** per person and property damage insurance of at least **$50,000.00** each occurrence, holding the County harmless for the contractor's negligence, **and list the County as additionally insured under the contractor's coverage**.

Certificates of such insurance shall be filed with the County **prior to beginning work under this contract** and shall be subject to approval for adequacy of protection.

10. WORKER'S COMPENSATION INSURANCE. The Contractor shall provide Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all of its employees. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance.

11. PERMITS, RULES & REGULATIONS. It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations. The Contractor shall further be responsible for all fees

associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules and regulations.

12. ACCESS TO RECORDS. The Contractor agrees to provide access to those records, books and documents that pertain to this project during the project period and for a three (3) year period thereafter.

13. COMPONENT PARTS OF THIS CONTRACT. This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.

(a) The Advertisement for bids

(b) Instructions to bidders

(c) The Contractors proposal

(d) This Instrument

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component list enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

14. AUTHORIZED PERSONNEL. The Contractor is to contact the following for any correspondence or questions regarding this project:

_____

_____

15. LITIGATION. If any litigation arises out of this Contract, venue of all such cases shall be exclusively in State Court in and for Taylor County, Florida, and the prevailing party is entitled to a reasonable attorney fee and costs.

In WITNESS WHEREOF, the parties hereto have caused this instrument, as of the _____ day of _____, 2023.

WITNESSES:

_____

_____

TAYLOR COUNTY

_____

JAMIE ENGLISH
Chairperson

ATTEST: _____
GARY KNOWLES, Clerk

WITNESSES:

_____

_____

CONTRACTOR

_____

STATE OF FLORIDA
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, _____, who is personally known to me and who did not take an oath.

_____
NOTARY PUBLIC
My Commission Expires:

ATTACHMENT "A"

SCOPE OF WORK

The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents mentioned which are a part of this Contract in connection with the following.

ECG MANAGEMENT SYSTEM PROJECT FOR DOCTOR'S MEMORIAL HOSPITAL IN TAYLOR COUNTY

1. Shipped.
2. Unboxed and uncrated.
3. Packing materials removed from premises.
4. Calibrated and tested for use
5. Connect to EMR.
6. Connect to modality worklist.
7. Connect any wireless connections.
8. Provide training on use.

Minimum requirements:

1. Interfaces with current EMR (CPSI/Evident)
2. Include orders, results, and billing capabilities.
3. Allows for remote reading of exams.
4. Supports modality worklist.
5. Vender Neutral.
6. Includes Warranty.
7. 5 Year service contract.
8. Free software upgrades for the life of the equipment.
9. 24-hour remote support.
10. Training.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	The Board to consider approval of Request for Proposals, notice to advertise and agreement for the Digital C-Arm project at Doctors Memorial Hospital.
MEETING DATE REQUESTED:	11/28/2023

Statement of Issue: Request to advertise Request for Proposal for the Digital C-Arm Project at Doctor's Memorial Hospital.

Recommended Action: Approve/Not Approve

Fiscal Impact:

Budgeted Expense: Yes

Submitted By: Marsha Durden, Assistant County Administrator

Contact: 850-838-3500 Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Current x-ray C-Arm is at the end of its useful life. The C-Arm is about 20 years old and requires a conversion box to convert images from analog to digital. The C-Arm has had numerous repairs, and the parts are very difficult to find. Without the C-Arm most operating room cases cannot be performed. Upgrading the C-Arm will allow for better care for patients in the operating room and staff with less radiation than the older analog version.

Options: Approve/Deny

Attachments:
Notice
Request for Proposals
Agreement with Attorney Letter

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

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

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

NOTICE OF REQUEST FOR PROPOSALS

The Taylor County Board of County Commissioners is soliciting bids for Professional Consulting services for **DIGITAL C-ARM PROJECT AT DOCTORS MEMORIAL HOSPITAL IN TAYLOR COUNTY, FLORIDA.**

Qualified firms or individuals desiring to provide the requested services must submit their bid package in an envelope or similar package marked: **Sealed bids for "DIGITAL C-ARM PROJECT AT DOCTORS MEMORIAL HOSPITAL IN TAYLOR COUNTY, FLORIDA"** to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than _____, local time, on _____, _____, 2023. **All bids MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted.** Bids will be opened and respondents announced at _____ local time, or as soon thereafter as practical, on _____, _____, 2023 at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

The County reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time or waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price. **NO FAXED BIDS WILL BE ACCEPTED.**

Taylor County is an AA/EOE employer and requires all contractors and subcontractors to comply with Executive Order 11246.

For additional information and a bid package contact:
Marsha Durden
201 E. Green Street
Perry, FL 32347
(850) 838-3500 ext. 7
mdurden@taylorcountygov.com

Bid packages may also be obtained from www.taylorcountygov.com

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

GENERAL BID INFORMATION

1. Bid documents shall be obtained from Marsha Durden, Assistant County Administrator, 201 E. Green Street Perry, FL 32347 Telephone (850) 838-3500 ext. 7 or mdurden@taylorcountygov.com. Documents may also be obtained from www.taylorcountygov.com.

2. Bids **MUST** be submitted to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347, to arrive no later than _____, local time, _____, _____ 2023.

3. Bids **MUST** be in a sealed envelope plainly marked on the outside: **"DIGITAL C-ARM PROJECT AT DOCTORS MEMORIAL HOSPITAL IN TAYLOR COUNTY, FLORIDA."**

4. **All bids MUST have a name and mailing address shown on the outside of the envelope or package when submitted.**

5. Bids that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the responder unopened.**

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

7. Responders must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).

8. Bids shall be received and respondents announced on _____, _____, 2023 at _____ or as soon thereafter as practical, at the Taylor County Administrative Complex 201 East Green Street, Perry, Florida, 32347.

9. The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price, pursuant to Taylor County Ordinance No. 2003-12.

10. It is the responsibility of the responders to fully understand and follow all contract expectations.

11. All proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing $1,000,000.00 liability insurance coverage, listing Taylor County as an additional insured, or sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next highest respondent who meets all proposal specifications. Workmen's Compensation exemptions will be accepted upon providing a current Florida Workman's Compensation Exemption Certificate, and a signed Taylor County Workmen's Compensation Hold Harmless and Indemnity Agreement. Every employee must be listed on the Exemption Certificate. Any responder who does not furnish the required insurance documents, will not be considered and the bid will be disqualified.

12. Responders must include with the bid E-Verify certification pursuant to F.S.448.095. The E-verify Memorandum of Understanding and Registration Verification may be used for certification.

13. Taylor County is an AA/EOE employer and requires all contractors and subcontractors to comply with Executive Order 11246.

14. The Taylor County Board of County Commissioners **Does Not Accept Faxed Bids.**

15. Responders who elect to send sealed bids Overnight Express or Federal Express, must send to the physical address of: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street Perry FL 32347.

16. For additional information, contact

Marsha Durden, Assistant County Administrator
201 E. Green Street
Perry, FL 32347
850-838-3500 ext. 7

INTENT AND GENERAL INFORMATION

Taylor County, Florida through Requests for Proposals (RFP), is soliciting proposals from qualified businesses registered to do business with the State of Florida, with the required expertise and capability to perform the services needed to develop Doctor's Memorial Hospital's Digital C-Arm Project herein referred to as ("the Services"). The specific elements are included in the Scope of Work section of this RFP.

Firms interested in preparing a response for this RFP must complete the requirements set forth in this RFP, its attached documents and documents incorporated by reference (collectively referred to as the "RFP"). Under the proposal process of Taylor County, the conditions set forth herein are binding on the Proposer as confirmed by the signature of a person with legal authority to bind the Proposer on the cover letter transmitting its Proposal to the County in response to this RFP.

If this RFP is amended, the County will issue an appropriate addendum to the RFP. If an addendum is issued, all terms and conditions of this RFP that are not specifically modified in the addendum shall remain unchanged. An addendum to this RFP will be issued if any of the dates and/or times change. Specific dates/time will be determined at each phase.

It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFP. Failure by the Proposer to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at the Proposer's own risk.

The County reserves the right to reject any Proposal found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this RFP in order to protect its best interests. The County is not liable for any costs incurred by the Proposer in preparing its response, nor is a response an offer to contract with any Proposer. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida's public records laws.

While every effort is made to ensure the accuracy and completeness of information in the RFP, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFP. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the RFP.

BIDDER INFORMATION

1. Proposal: The bidder's proposal shall include the total bid amount.

2. Bid Form: The bidder is required to complete the Bid Form in its entirety.

SCOPE OF WORK

The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents herein mentioned which are a part of this Contract in connection with the following.

DIGITAL C-ARM PROJECT FOR DOCTOR'S MEMORIAL HOSPITAL IN TAYLOR COUNTY.

1. Shipped.
2. Unboxed and uncrated.
3. Packing materials removed from premises.
4. Calibrated and tested for use.
5. Connect to PACS.
6. Connect to modality Worklist.
7. Connect any wireless connections.
8. Provide training on use.

Minimum requirements:

1. Full mobile C-arm
2. 12" IRR.
3. Laser Aimer
4. CMOS flat detector (CFD)
5. 4k Monitor x2.
6. Digital
7. Flat panel image detector
8. 15 KW Generator or greater
9. Pulse Image or lose dose capability.
10. Modality Worklist
11. DICOM send.
12. Image Storage
13. Free Shipping, unpacking and removal of containers.
14. Service
    a. 1 Year free warranty to include parts, labor, and travel.

b. 4 Year service contract to include parts, labor, and travel.
c. Service Technician must be within 65 miles of DMH.
d. Service hours Monday through Friday 8am To 5pm.
e. 2 PMS per year
f. Includes glass coverage.
g. No exclusions except service hours
h. Free 24-hour remote support
i. Free software upgrades for life of equipment
j. Training
k. Minimum 2 days on-site applications training.

PROPOSAL RESPONSE REQUIREMENTS

Overview

The County has established certain mandatory requirements that must be included as part of any Proposal. The use of the terms "shall," "must," or "will" (except to indicate simple futurity) in this RFP indicates a mandatory requirement or condition. The words "should" or "may" in this RFP indicate desirable attributes or conditions but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Proposal.

Proposals not meeting all material requirements of this request, or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the Proposal are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County.

The County reserves the right to determine which Proposals meet the material requirements of the RFP and which Proposals are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Proposals and seek new Proposals when it is in the best interest of the County to do so.

A Proposal by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Proposal Form, for a Proposal by a/an:

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 provided on the Proposal Form.

b. 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.

c. Individuals shall show the Proposer's name and business address.

d. Proposal by a joint venture shall be executed by each joint venture member in the manner indicated on the Proposal form. The official address of the joint venture must be provided on the Proposal Form.

All names shall be printed in ink below the signatures.

The Proposal shall contain an acknowledgment of receipt of all Addenda, the numbers, and dates of which shall be filled in on the Proposal form.

The postal and email addresses and telephone number for communication regarding the Proposal shall be shown.

A Proposer seeking to do business with the County shall, at the time of submitting a Proposal, be appropriately registered with the Department of State in accordance with the provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: http://sunbiz.org/index.html or http://www.dos.state.fl.us/doc/index.html.

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

EVALUATION OF PROPOSALS AND SELECTION PROCESS

Proposals submitted to this RFP that satisfy the required qualifications and are deemed to be submitted by responsive and responsible Proposers shall be ranked by a Selection Committee authorized by the County Administrator.

The County reserves the right to reject any or all Proposals, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Proposals. The County further reserves the right to reject the Proposal of any Proposer whom it finds, after reasonable inquiry and evaluation, to be non-responsible. The County also reserves the right to waive all informalities not involving price, time, or changes in the Services and to negotiate contract terms with the Successful Proposer.

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

The County may conduct such investigation as it deems necessary to establish the responsibility, qualifications, and financial ability of Proposers, proposed subcontractors, suppliers, individuals, or entities to perform the Services in accordance with the Contract document.

In ranking Proposals, the Selection Committee shall evaluate the Proposals on the basis of the information provided by the Proposer and rank each Proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFP. The County reserves the right to award more than one Proposer.

The selection committee will evaluate the Proposals that are responsive to the requirements of this RFP using the following weighted criteria listed in order of importance:

CRITERIA	Score
1. Understanding of Services to be Provided	2
2. Organization and Ability of Consultant and Staff	4
3. Relevant Firm Experience	10
4. References on Recent Projects	10
5. Technical Approach	4
6. Cost Proposal	70
TOTAL POSSIBLE POINTS	**100**

The Proposals deemed best by the selection committee shall be presented in the form of an Agenda Request to the Taylor County Board of Commissioners, who shall either accept or deny the recommendation of the selection committee.

Individual Committee members will be removed from the Committee if unable to participate in all reviews, and scoring will be based on scores of the remaining Committee members.

INTENT TO AWARD AND CONTRACT EXECUTION

The County reserves the right to incorporate the successful Proposal into the Contract. The failure of a Proposer to accept this obligation may result in the cancellation of the award.

The construction, interpretation, and performance of this RFP, and all transactions under it shall be governed by the laws of the State of Florida and Taylor County. The Contract shall include all terms and conditions of this RFP, any addenda, response, and the County's contract issued as a result of this RFP.

The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all Proposals or to waive any minor irregularity or technicality in the Proposals received. Award will be made to the lowest responsible and responsive Proposer(s) within the category chosen for basis of award. The County reserves the right to award one or multiple Proposers at its discretion.

The Successful Proposer will be required to assume responsibility for all services offered in the Proposal. The County will consider the Successful Proposer to be the sole point of contact regarding contractual matters, including payment on any or all charges.

After successful posting of the award, the Successful Proposer will be required to enter the Contract with the County.

STANDARD TERMS AND CONDITIONS

Definitions

General terms used throughout this RFP are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

Award means the determination of a successful Proposer(s) in response to this RFP, resulting in an offer of a Contract to perform the services pursuant to the RFP and their Proposal.

County means the Taylor Board of County Commissioners (BOCC) and its employees.

Contract means the legally enforceable document agreed to and signed by the County and successful Proposer(s) (collectively referred to as the "Parties"), a draft Contract is attached hereto as Appendix B and incorporated herein.

RFP means this document, its attachments and any document hereinafter incorporated by reference.

Proposer means any firm, individual or organization submitting a Proposal in response to this RFP.

Successful Proposer means a Proposer who is awarded a Contract as result of the Proposal submitted in response to this RFP.

Proposal Bond means an insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a selected vendor fails to accept the contract as Proposal. If required, a Proposal bond/deposit shall be for 5% of the amount of the Proposal.

Payment Bond means a bond which assures that the subcontractors, laborers, and material suppliers will receive payment for the services and products used to fulfill the contract.

Performance Bond means a bond to assure satisfactory performance of the terms of the contract.

Work or ***SOW*** means the scope of work and/or services.

FLORIDA PUBLIC RECORDS LAW AND CONFIDENTIALITY

By submitting a Proposal in response to this RFP, a Proposer acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided to the County may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.

Should the Proposer provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase "PROPRIETARY INFORMATION" on the face of each affected page of such materials. The Proposer shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the County, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Proposer of that request, and the Proposer shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the County business day following Proposer's receipt of such notification, either permitting or refusing to permit such disclosure or copying.

Failure to provide a timely written reply shall be deemed as consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, regarding the County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Proposal submitted by a Proposer in response to this RFP and shall constitute the County's sole obligation regarding maintaining confidentiality of any document, material, or information submitted to the County.

CONSTRUCTION AND VENUE

The validity, construction, and effect of this RFP and subsequent Contract shall be governed by the Laws of the State of Florida. The provisions of the RFP, Successful Proposer's Proposal and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with applicable law and the Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

a. Laws of Florida and Contract

b. RFP and all of its addendums and attachments

c. Successful firm's Proposal

Venue for all actions arising under the RFP and subsequent Contract shall lie in Taylor County, Florida, United States.

TERM OF THE CONTRACT AND TERMINATION

The term of this Agreement shall commence on the date of its execution by the Board of County Commissioner and continue until the completion of the project.

The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

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

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

PROJECT IDENTIFICATION: **DIGITAL C-ARM PROJECT FOR DOCTORS MEMORIAL HOSPITAL IN TAYLOR COUNTY.**

THIS BID IS SUBMITTED TO:

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

BID FORM

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract documents for the professional services for the Digital C-Arm Project at Doctor's Memorial Hospital in Taylor County. The Bidder agrees to perform and furnish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Terms in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within three (3) days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

   (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged.

   (b) BIDDER has visited the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

   (c) BIDDER is familiar with and is satisfied to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.

   (d) BIDDER is aware of the general nature of Work to be performed by Owner at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

   (e) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract documents and all additional examinations, investigations observations, tests, studies, and data with the Contract Documents.

(f) This Bid is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and submitted in conformity with any agreement or rules of any group, association, organization, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other bidder or over Owner.

4. BIDDER agrees that the Work will be completed in accordance with the General Conditions (see Scope of Work for details) on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidate damages in the event of failure to complete the Work within the time specified in the Agreement.

5. Communications concerning this Bid shall be addressed to:

   Marsha Durden, Assistant County Administrator
   201 E. Green Street
   Perry, FL 32347
   (850) 838-3500 ext. 7
   mdurden@taylorcountygov.com

6. Terms used in this Bid which are defined in the Standard General Conditions or Instructions will have the meaning indicated in the Standard General Conditions or Instructions.

SUBMITTED on _____, 2023

IF BIDDER IS:

AN INDIVIDUAL:

By_____(seal)
Individual's Name

Doing business as _____

Business address _____

Telephone No.:_____

A PARTNERSHIP:

By:_____(seal)
Firm Name

General Partner:_____

Business Address:_____

Telephone No.:_____

A CORPORATION:

By:_____(seal)

State of Incorporation:_____

By:_____(seal)

Name of Person Authorized to Sign

(Corporate Seal)_____
Title

Attest:_____As Secretary

Business Address:_____

Telephone No.:_____

Date of Qualification To Do Business Is:_____

BID CHECK-LIST

Check Items Included

With Bid:

_____ 1. Written Bid Quotation.

_____ 2. Certificate of Liability Insurance or Agent Statement as outlined in the General Bid Considerations (**MUST BE INCLUDED WITH BID**).

_____ 3. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State. (**MUST BE INCLUDED WITH BID**).

_____ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3) (a) (**AFFIDAVIT MUST BE INCLUDED WITH BID SPECIFICATIONS**).

_____ 5. If a Bid Bond is required, **it must be submitted with the bid** in the amount of five percent (5%) of the bid amount.

If a performance Bond is required, the successful bidder must provide same prior to the County accepting the contract.

_____ 6. E-Verify certification is required, **(MUST BE INCLUDED WITH BID).**

_____ 7. Hold Harmless, Release and Indemnify Agreement (MUST BE INCLUDED WITH BID)

The Bid Check-List **must be included with the submitted bid.**

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No._____ for ____

   _____

2. This sworn statement is submitted by_____
   (Name of entity submitting sworn statement)

   Whose business address is_____

   _____ and

   (if applicable) its Federal Employer Identification Number (FEIN) is _____,
   (If entity has no FEIN, include the Social Security Number of the individual signing this sworn

   statement: _____.)

3. My name is_____and my relationship to the entity

   named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   A. A predecessor or successor of a person convicted of a public entity crime: or
   B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)€, Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____ _____
(Signature) (Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____,
(Name of individual signing)
who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of

_____, _____.

_____
NOTARY PUBLIC

My commission expires: _____

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, _____, and after having obtained a State of Florida Worker's Compensation Certificate, a copy of which is attached hereto and marked Exhibit "A" and in consideration of Taylor County having accepted the said Worker's Compensation exemption and Taylor County having agreed for me to proceed with the following project, to-wit:

DIGITAL C-ARM PROJECT AT DOCTOR'S MEMORIAL HOSPITAL IN TAYLOR COUNTY

1. I hereby agree to indemnify, hold harmless and defend Taylor County, Florida from any liability claim, demand, action, cause of action, suit, loss, damage, expense, cost attorney fee, settlement, or judgment as a result of my being injured while performing the above project. I will not allow anyone to subcontract, and no other person will be allowed on the job site.
2. I also hereby indemnify and release Taylor County, from any liability, claim, demand, and action, cause of action, suit, loss, damage, expense, cost, settlement, or judgment for any medical, dental, orthopedic, surgery or any rehabilitation or any expense as a result of any injury on said project.
3. I hereby release Taylor County from any liability of whatever kind or nature because of any injury on the above project.
4. I hereby agree that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.
5. I hereby agree that I have relied on the legal advice of my attorney and that I fully understand this agreement and I have voluntarily executed same.

DONE AND EXECUTED this _____ day of _____, 2023,

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, _____, personally known to me ( ) produced identification ( ) to be the individual described in and who executed the foregoing, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

Witness may hand and official seal this _____ day of _____, 2023.

_____

NOTARY PUBLIC

My Commission Expires:

Accepted by Taylor County, Florida this _____ day of _____, 2023, by

_____

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

IN MEMORIAL OF
KATHLEEN MCCARTHY BISHOP 1966-2013

(850) 584-6113
FAX (850) 584-2433

November 3, 2023

VIA E-MAIL AND REGULAR MAIL

Ms. Marsha Durden
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Contracts

Dear Marsha:

Pursuant to our request, please find enclosed 2 Contracts, one with Digital C-Arm and the other with ECG Management System.

If you have a question, please let me know.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Enclosures

Cc: Hon. Gary Knowles (via e-mail)
Ms. LaWanda Pemberton (via e-mail)
Ms. Salina Grubbs (via e-mail)

CONTRACT

This contract made the _____ day of _____, 2023 between, **TAYLOR COUNTY**, hereinafter called the **COUNTY**, and _____, hereinafter called the **CONTRACTOR**.

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

1. **SCOPE OF WORK**. The Contractor shall perform all tasks required to be performed and shall provide and furnish all the labor, necessary tools, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the (See Attachment "A"), to-wit: Digital C-Arm Project at Doctors Memorial Hospital.

Staff: The Contractor shall employ sufficient staff to complete the aforementioned task and that such employees will be easily identifiable through some type of recognizable means, (i.e. uniforms designating a corporate logo and employee name or a pictured identification badge with a signature of a corporate principle.)

2. **THE CONTRACT PRICE.** The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the sum of $_____.

3. **TIME OF COMPLETION.** The work to be performed under this contract shall be commenced on or before the date outlined in the Notice to Proceed. This contract shall not be extended for more than _____ days, unless otherwise agreed in writing.

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

5. TERMINATION OF CONTRACT. The County reserves the right to terminate or suspend the contact in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as to the effective date of termination or suspension or specify the stage of work at which the action is to be taken. The Contractor will be paid for all work satisfactorily performed and any reasonable termination expenses that can be documented.

If the County determines that the performance of the Contractor is not satisfactory, the County shall have the option of: (a) immediately terminating the contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time. Failure to correct such deficiencies in the specified time will result in the Contractor being declared in default and the contract may be terminated.

If the contract is terminated for cause before performance is completed, the Contractor shall be paid for the work units satisfactorily accomplished and accepted at the contract unit price.

6. DEFAULT OF CONTRACT. If the Contractor fails to begin the work under the Contract within the time specified in the "Notice to Proceed", or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the contract, or performs the work unsuitably or neglects or refuses to remove materials or discontinues the prosecution of work, or

fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily for a period of ten calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default.

If the Contractor, within a period of ten calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, the County shall, have full power or authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to declare the contract in default.

7. PRESERVATION OF PROPERTY. The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.

Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

8. HOLD HARMLESS AND INSURANCE. To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-contractors, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors,

agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting fro m the sole negligence of the County or any of its officers, agents or employees.

9. GENERAL LIABILITY INSURANCE. The Contractor shall maintain general liability insurance of at least **$1,000,000.00** per person and property damage insurance of at least **$50,000.00** each occurrence, holding the County harmless for the contractor's negligence, **and list the County as additionally insured under the contractor's coverage**.

Certificates of such insurance shall be filed with the County **prior to beginning work under this contract** and shall be subject to approval for adequacy of protection.

10. WORKER'S COMPENSATION INSURANCE. The Contractor shall provide Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all of its employees. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance.

11. PERMITS, RULES & REGULATIONS. It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations. The Contractor shall further be responsible for all fees

associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules and regulations.

12. ACCESS TO RECORDS. The Contractor agrees to provide access to those records, books and documents that pertain to this project during the project period and for a three (3) year period thereafter.

13. COMPONENT PARTS OF THIS CONTRACT. This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.

(a) The Advertisement for bids

(b) Instructions to bidders

(c) The Contractors proposal

(d) This Instrument

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component list enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

14. AUTHORIZED PERSONNEL. The Contractor is to contact the following for any correspondence or questions regarding this project:

_____

_____

15. LITIGATION. If any litigation arises out of this Contract, venue of all such cases shall be exclusively in State Court in and for Taylor County, Florida, and the prevailing party is entitled to a reasonable attorney fee and costs.

In WITNESS WHEREOF, the parties hereto have caused this instrument, as of the _____ day of _____, 2023.

WITNESSES:

_____

_____

TAYLOR COUNTY

_____

JAMIE ENGLISH
Chairperson

ATTEST: _____
GARY KNOWLES, Clerk

WITNESSES:

_____

_____

CONTRACTOR

_____

STATE OF FLORIDA
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, _____, who is personally known to me and who did not take an oath.

_____
NOTARY PUBLIC
My Commission Expires:

ATTACHMENT "A"

SCOPE OF WORK

The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents mentioned which are a part of this Contract in connection with the following.

DIGITAL C-ARM PROJECT FOR DOCTOR'S MEMORIAL HOSPITAL IN TAYLOR COUNTY

1. Shipped.
2. Unboxed and uncrated.
3. Packing materials removed from premises.
4. Calibrated and tested for use
5. Connect to PACS.
6. Connect to modality worklist.
7. Connect any wireless connections.
8. Provide training on use.

Minimum requirements:

1. Full mobile C-arm
2. 12" IRR.
3. Laser Aimer
4. CMOS flat detector (CFD)
5. 4k Monitor x2.
6. Digital
7. Flat panel image detector
8. 15 KW Generator or greater
9. Pulse Image or lose dose capability.
10. Modality Worklist
11. DICOM send.
12. Image Storage
13. Free Shipping, unpacking and removal of containers.
14. Service
    a. 1 Year free warranty to include parts, labor, and travel
    b. 4 Year service contract to include parts, labor, and travel
    c. Service Technician must be within 65 miles of DMH
    d. Service hours Monday through Friday 8am to 5pm.
    e. 2 PMS per year
    f. Includes glass coverage.
    g. No exclusions except service hours.
    h. Free 24-hour remote support
    i. Free software upgrades for life of equipment
    j. Training
    k. Minimum 2 days on-site applications training.

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	Proposed request for funding for environmental consulting services from Due Diligence Associates, Inc.
Meeting Date:	November 6, 2023

Statement of Issue:

In an abundance of caution and pre-planning, the Citizens Action Task Force wants to ensure that the best environmental protection and positioning for economic re-investing is considered in plans and permitting associated with the pulp plant closure. The Citizens Action Task Force recommends that TCDA or the County contract with an independent subject matter environmental expert to closely review and, potentially, make recommendations regarding FDEP plans, and the plans of corporate ownership, should the pulp plant be permanently shut down. The County Manager, TCDA, Task Force members, SRWMD and FDEP permitting staff have discussed various approaches to get this work done. The Suwannee River Water Management District Executive Director stated that the District may be able to provide funding for these services, but would need a letter from the Taylor County Commissioners requesting the District fund this work.

Recommendation:

Share information regarding this proposal at the 11/6/23 Taylor County Board of County Commission meeting. We request the County decide at the following BOCC meeting if they wish to pursue this proposal.

Fiscal Impact: $ 0.00 after SRWMD funding **Budgeted Expense**: Yes [ ] No [x] N/A [ ]

Submitted By: Citizens Action Task Force Chair, Michele Curtis

Contact: Michele Curtis

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The pulp plant site has been in use as an industrial site for over 70 years; first as a large sawmill and then as a pulp manufacturing plant. The pulp plant started operation in 1955.

Environmental standards have changed and generally increased for manufacturing plants to

protect the environment. In many cases, pre-exiting conditions were "grandfathered" by the new standards and have not been addressed. If a re-purposing of the facility occurs, new requirements on old conditions will need to be addressed.

The Citizens Action Task Force wants to ensure that the best environmental protection and positioning for economic re-investing is considered in plans and permitting associated with the pulp plant closure.

Options:

1. _____

2. _____

Attachments:

1. www.DDAnet.com
   Due Diligence Associates, Inc. Proposal and staff credentials
2. _____

NORTH FLORIDA'S
RISING STAR

TAYLOR COUNTY DEVELOPMENT AUTHORITY

November 17, 2023

Chairman Jamie English
Taylor County Board of County Commissioners
201 E Green Street
Perry, FL 32347

Request for County Commission to Make
Request to Suwannee River Water Management District

Dear Mr. Chairman,

At the November 6, 2023, Taylor County Board of County Commissioners (hereinafter "BOCC") meeting, the BOCC considered a request by the Citizens Action Task Force (hereinafter the "Task Force").

The Task Force advised the BOCC that it recommended contracting with an independent subject matter environmental expert (specifically Due Diligence Associates, Inc.) to closely review permitting plans and applications and potentially make recommendations regarding Georgia Pacific's plans (hereinafter the "Work"). The benefit of the Work, as explained to the BOCC, was two-fold: (1) It would provide an independent environmental monitoring capability; and (2) It would enable the Task Force and the County to be able to brief, indepently of Georgia Pacific, potential buyers as to the plant's environmental requirements and considerations.

The Task Force advised further that it had discussed the need for the Work with Taylor County Staff, the Taylor County Development Authority (hereinafter "TCDA") Executive Director, Suwannee River Water Management District (hereinafter "SRWMD") Staff, and the Florida Department of Environmental Protection (hereinafter "FDEP") Permitting Staff.

The Task Force also advised that SRWMD Director Hugh Thomas had suggested that the SRWMD may be able to provide funding for the Work. Funding mechanisms through either the County or the TCDA were also discussed. Under either funding scenario, the SRWMD Staff advised that it would need a letter from the BOCC formally requesting that the SRWMD provide said funding (either through the County or the TCDA) so that the SRWMD would be assured that, by funding the Work, it was not operating counter to what the BOCC believed to be in Taylor County's best interest.

At its November 6, 2023 meeting, the BOCC decided that the TCDA Board should first discuss the matter; and if the TCDA Board believed that it was in Taylor County's best interest for the BOCC to make a formal request to the SRWMD for funding for the Work, then the TCDA Board would need to formally request that the BOCC make such a formal request to the SRWMD.

Then, if the TCDA Board formally requested for the BOCC to make a formal request to the SRWMD for funding for the Work, the BOCC would, in turn, consider whether to formally request funding for the Work from the SRWMD at its next regularly scheduled meeting.

As such, the TCDA Board met on November 16, 2023 and voted unamiously in favor of formally requesting that the BOCC make a formal request to the SRWMD for funding for the Work.

Please accept this letter as the TCDA Board's formal request that the BOCC make a formal request to the SRWMD for funding for the Work.

Wallace Holmes
Chairperson
Taylor County Development Authority

Citizens Action Task Force's Key Points for Taylor BOCC Meeting 11/6/23

Michele Curtis:

As you know, the Citizens Action Task Force's primary focus is to seek a potential buyer for the pulp plant. The meetings to reach out to the dissolving pulp industry players are happening this week in London, as you know.

As a matter of pre-planning, in the event a buyer for the plant cannot be found and full closure of the plant is to begin in 6 months as GP has told the community they would do, The Citizens Action Task Force recommends that TCDA contract with an independent subject matter environmental expert, to closely review permitting plans and applications and, potentially, make recommendations regarding GP plans. Our task force recommends the firm Due Diligence Associates of Tallahassee to do the review because of the background and knowledge of one of its principals, Chet Thompson. Chet has 35 years of experience working at the mill site on these type matters; for the current owners but also Buckeye Technologies and Procter &Gamble.

The County Manager, TCDA, Task Force members, Suwannee River Water Management District (SRWMD) and The Florida Department of Environmental Protection (FDEP) permitting staff have discussed various approaches to get this work done. The Suwannee River Water Management District Executive Director, Hugh Thomas, stated that the District may be able to provide funding for these services, but would need a letter from the Taylor County Commissioners requesting the District fund this work.

This approach is to help ensure that the best positioning for economic re-investment (re-purposing of the site) is considered in plans and permitting associated with the pulp plant closure.

Chet Thompson will share some information about the proposed scope of work and the rationale behind recommending that the TCDA contract for this work.

Chet Thompson:

I would like to share a few points of what this is not:

1) This is not an indication that I think GP may not fully follow all regulations. In my experience working for them, and with their predecessors, all the companies, including GP, had clear expectations that all regulations are fully complied with, I am confident GP will follow the regulations.
2) This is not an indication that there are hidden environmental issues at the Plant. There are regulations requiring the Plant to self-report environmental issues discovered and, in my experience, it was always followed. Everything I know based on my time at the Mill has been shared with the agencies. This is not an indication that I think the agencies will not fully perform their jobs. My experience with FDEP, SRWMD, and EPA is they are highly professional in their efforts to protect the environment.

Now a few points of what it is:

1) This is an indication that the Plant's permit requirements are complex and are issued by varied agencies. The wastewater permit, which includes the management of solid waste and groundwater monitoring, is issued by the NE FDEP District in Jacksonville. The water use permit which permits the pumping of groundwater is issued by the SRWMD. The air permit which manages air discharges, including even things like dust control, is issued by the FDEP air group in Tallahassee. The seagrass monitoring at the mouth of the river is by the Army Corps in Panama City to meet requirements of the National Marine Fisheries Service in St. Petersburg. There is more than this, but I think you see my point.
2) This is an indication that in all permitting action there is a public interest test. There is always a question is the action being taken in the public interest. As an example, the company uses the waters of the State. The question must be answered, "does the use meet the interest of the public?" This is why you see public notices in the newspaper and why over the years I made presentations to the Commission on the Plant's permitting actions. <u>You, the Commission, officially represent the people of Taylor County. You have significant weight in how the agency view applications. You have the weight with the SRWMD whether to fund this process.</u>
3) This is to say that right now I believe there is a Plan A - that is to find a pulp mill buyer for the site (which is my prayer), and a Plan C, that is for GP to complete a full closure for the site. I have had discussions with both FDEP and GP in helping with Plan C, so I may well be involved regardless of the direction by the Commission. <u>But my belief is there may well be a Plan B out there that will benefit from the significant environmental infrastructure that is in place today, that continues to provide a job base benefit to the people of Taylor County, thus the attention to permitting as closure begins to happen such that re-purposing of the site can occur.</u> Taylor Brown and Michele Curtis were the first, after GP's announcement, to request a proposal from me to help on reviewing environmental plans and permitting. Given the mission of Taylor County Development Authority, I gladly provided this. While the proposal can probably be improved, it still stands. In my discussions with both GP and FDEP I cannot say if I am available until TCDA accepts or declines my proposal.

My career goal at the Plant was to resolve the issues with the Fenholloway River so the Plant could continue to operate for many years for the benefit of the community. My bottom-line motivation is still the same.

May I answer any questions you have?

Michele Curtis:

<u>May we please have the Commission's support to send a letter to the Executive Director of the SRWMD requesting them to fund this work?</u>

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	COMMISSIONERS TO REVIEW AND APPROVE SUPPLEMENTAL AGREEMENT NO. 1 FOR THE PROPOSED WIDENING/RESURFACING OF CEDAR ISLAND ROAD UNDER THE FDOT SMALL COUNTY ROAD ASSISTANCE PROGRAM.
MEETING DATE REQUESTED:	November 28, 2023

Statement of Issue: Section 3 of the State-Funded Grant Agreement between Taylor County and the Florida Department of Transportation for the Cedar Island Road Widening/Resufacing project establishes a current completion date of December 31, 2023.

Recommended Action: The Board should accept Supplemental Agreement No. 1 with FDOT for the Widening and Resurfacing of Cedar Island Road. Further, Staff also recommends that the Board adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Fiscal Impact: FISCAL YR 2023/24 - $530,325 Funding remaining

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board of County Commissioners entered into a Small County Road Assistance Agreement with the FDOT for the Widening/Resurfacing of Cedar Island Road from its West end to Beach Road, approximately 0.4 miles. In accordance with Section 3 of that funding agreement, the current date for completion of the project is established as December 31, 2023. Project design has progressed but the remaining permitting and construction activities are not expected to be completed prior to the current deadline. For this reaason, Staff requested and FDOT is offering to extend the project completion deadline until December 31, 2024.

Staff recommends that the Board accept the Supplemental Agreement with FDOT and further recommends that the Board adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Options:

1) Aprove the proposed Supplemental Agreement No. 1 and adopt a Resolution authorizing its execution by the Chairperson.

2) Deny the proposed Supplemental Agreement No. 1 and state reasons for such denial.

3) Consider a proposal that represents Taylor County's best interest as determined by the Board of County Commissioners.

Attachments:

Supplemental Agreement No. 1
Authorizing Signature Resolution

STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
1

CONTRACT NO.
G1E45

FPN
439670-1-54-01

Recipient: Taylor County

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on October 2, 2019 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

Supplemental Agreement #1 extends contract time from December 31, 2023 to December 31, 2024 for Cedar Island Road from CR361 to end of pavement.

Reason for this Supplemental and supporting engineering and/or cost analysis:

Extend contract time only

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:
Taylor County

By:_____
Name: Jamie English
Title: Chairman

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Name: Greg Evans
Title: District Secretary

Legal Review:

_____

RESOLUTION NO._____

Cedar Island Road Widening/Resurfacing SCRAP Project
Supplemental Agreement No. 1 - Signature Authorization

WHEREAS, The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into the Cedar Island Road Widening/Resurfacing Project Supplemental Agreement No. 1, and

WHEREAS, Supplemental Agreement No. 1 will extend the current project completion deadline within the approved Small County Road Assistance Program Agreement until December 31, 2024 and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute Supplemental Agreement No. 1.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Cedar Island Road Supplemental Agreement No. 1.

PASSED in regular session this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
JAMIE ENGLISH, Chairperson

ATTEST:

_____
GARY KNOWLES, Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	COMMISSIONERS TO REVIEW AND APPROVE SUPPLEMENTAL AGREEMENT NO. 1 FOR THE PROPOSED WIDENING/RESURFACING OF 1ST AVENUE SOUTH UNDER THE FDOT SMALL COUNTY OUTREACH PROGRAM AND COUNTY INCENTIVE GRANT PROGRAM.
MEETING DATE REQUESTED:	November 28, 2023

Statement of Issue: Section 3 of the State-Funded Grant Agreement between Taylor County and the Florida Department of Transportation for the 1st Avenue South Widening/Resufacing project establishes a current completion date of June 30, 2024.

Recommended Action: The Board should accept Supplemental Agreement No. 1 with FDOT for the Widening and Resurfacing of 1st Avenue South. Further, Staff also recommends that the Board adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Fiscal Impact: FISCAL YR 2023/24 - $2,160,089 SCOP/CIGP Funding remaining

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board of County Commissioners entered into a Small County Outreach Prograam and County Incentive Grant Program Agreement with the FDOT for the Widening/Resurfacing of 1st Avenue South from Riverside Drive (SR 51) at its West end to Riverside Drive (SR 51) at its East end, approximately 1.2 miles. In accordance with Section 3 of that funding agreement, the current date for completion of the project is established as June 30, 2024. Project design and permitting is completed but the remaining construction activity is not expected to be completed prior to the current deadline. For this reaason, Staff requested and FDOT is offering to extend the project completion deadline until December 31, 2024.

Staff recommends that the Board accept the Supplemental Agreement with FDOT and further recommends that the Board adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Options:

1) Aprove the proposed Supplemental Agreement No. 1 and adopt a Resolution authorizing its execution by the Chairperson.

2) Deny the proposed Supplemental Agreement No. 1 and state reasons for such denial.

3) Consider a proposal that represents Taylor County's best interest as determined by the Board of County Commissioners.

Attachments:

Supplemental Agreement No. 1
Authorizing Signature Resolution

STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
1

CONTRACT NO.
G1J93

FPN
439669-1-54-01

Recipient: Taylor County

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on February 25, 2020 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

Supplemental Agreement #1 extends contract time from June 30, 2024 to December 31, 2024 for 1st Avenue from SR51 to SR51 - Steinhatchee

Reason for this Supplemental and supporting engineering and/or cost analysis:

Extend contract time only

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:
Taylor County

By:_____
Name: Jamie English
Title: Chairman

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Name: Greg Evans
Title: District Secretary

Legal Review:

_____

RESOLUTION NO._____

1st Avenue South Widening/Resurfacing SCOP/CIGP Project
Supplemental Agreement No. 1 - Signature Authorization

WHEREAS, The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into the 1st Avenue South Widening/Resurfacing Project Supplemental Agreement No. 1, and

WHEREAS, Supplemental Agreement No. 1 will extend the current project completion deadline within the approved Small County Outreach Program and County Incentive Program Agreement until December 31, 2024 and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute Supplemental Agreement No. 1.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the 1st Avenue South Supplemental Agreement No. 1.

PASSED in regular session this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
JAMIE ENGLISH, Chairperson

ATTEST:

_____
GARY KNOWLES, Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	COMMISSIONERS TO REVIEW AND APPROVE SUPPLEMENTAL AGREEMENT NO. 2 FOR THE PROPOSED WIDENING/RESURFACING OF SLAUGHTER ROAD UNDER THE FDOT SMALL COUNTY OUTREACH PROGRAM.
MEETING DATE REQUESTED:	November 28, 2023

Statement of Issue: Section 3 of the State-Funded Grant Agreement between Taylor County and the Florida Department of Transportation for the Slaughter Road Widening/Resufacing project establishes a current completion date of December 31, 2023.

Recommended Action: The Board should accept Supplemental Agreement No. 2 with FDOT for the Widening and Resurfacing of Slaughter Road. Further, Staff also recommends that the Board adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Fiscal Impact: FISCAL YR 2023/24 - $409,697.40 SCOP Funding remaining

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board of County Commissioners entered into a Small County Outreach Program Agreement with the FDOT for the Widening/Resurfacing of Slaughter Road (CR 369A) from US HWY 19 to Harrison Blue Road, approximately 2.3 miles. In accordance with Section 3 of that funding agreement, the current date for completion of the project is established as December 31, 2023. Although the Project has been under construction for some time, the remaining activities are not expected to be completed prior to the current deadline. For this reaason, Staff requested and FDOT is offering to extend the project completion deadline until June 30, 2024.

Staff recommends that the Board accept the Supplemental Agreement with FDOT and further recommends that the Board adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Options:

1) Aprove the proposed Supplemental Agreement No. 2 and adopt a Resolution authorizing its execution by the Chairperson.

2) Deny the proposed Supplemental Agreement No. 2 and state reasons for such denial.

3) Consider a proposal that represents Taylor County's best interest as determined by the Board of County Commissioners.

Attachments:

Supplemental Agreement No. 2
Authorizing Signature Resolution

STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
2

CONTRACT NO.
G0W46

FPN
436462-1-54-01

Recipient: Taylor County

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on December 9, 2021 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

Supplemental Agreement #2 extends contract time from December 31, 2023 to June 30, 2024 for CR359A/Slaughter Road from US19 to Harrison Blue Road

Reason for this Supplemental and supporting engineering and/or cost analysis:

Extend contract time only

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:
Taylor County

By:_____
Name: Jamie English
Title: Chairman

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Name: Greg Evans
Title: District Secretary

Legal Review:

_____

RESOLUTION NO._____

Slaughter Road Widening/Resurfacing SCOP Project
Supplemental Agreement No. 2 - Signature Authorization

WHEREAS, The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into the Slaughter Road Widening/Resurfacing Project Supplemental Agreement No. 2, and

WHEREAS, Supplemental Agreement No. 2 will extend the current project completion deadline within the approved Small County Outreach Program Agreement until June 30, 2024 and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute Supplemental Agreement No. 2.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Slaughter Road Supplemental Agreement No. 2.

PASSED in regular session this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
JAMIE ENGLISH, Chairperson

ATTEST:

_____
GARY KNOWLES, Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	COMMISSIONERS TO REVIEW AND APPROVE SUPPLEMENTAL AGREEMENT NO. 2 FOR THE PROPOSED WIDENING/RESURFACING OF SLAUGHTER ROAD UNDER THE FDOT SMALL COUNTY ROAD ASSISTANCE PROGRAM.
MEETING DATE REQUESTED:	November 28, 2023

Statement of Issue: Section 3 of the State-Funded Grant Agreement between Taylor County and the Florida Department of Transportation for the Slaughter Road Widening/Resufacing project establishes a current completion date of December 31, 2023.

Recommended Action: The Board should accept Supplemental Agreement No. 2 with FDOT for the Widening and Resurfacing of Slaughter Road. Further, Staff also recommends that the Board adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Fiscal Impact: FISCAL YR 2023/24 - $1,866,815.80 SCRAP Funding remaining

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board of County Commissioners entered into a Small County Road Assistance Program Agreement with the FDOT for the Widening/Resurfacing of Slaughter Road (CR 369A) from Freeman Courtney Road to Harrison Blue Road, approximately 1.3 miles. In accordance with Section 3 of that funding agreement, the current date for completion of the project is established as December 31, 2023. Although the Project has been under construction for some time, the remaining activities are not expected to be completed prior to the current deadline. For this reaason, Staff requested and FDOT is offering to extend the project completion deadline until June 30, 2024.

Staff recommends that the Board accept the Supplemental Agreement with FDOT and further recommends that the Board adopt a Resolution authorizing the Chairperson to approve such agreement on behalf of the Commission.

Options:

1) Aprove the proposed Supplemental Agreement No. 2 and adopt a Resolution authorizing its execution by the Chairperson.

2) Deny the proposed Supplemental Agreement No. 2 and state reasons for such denial.

3) Consider a proposal that represents Taylor County's best interest as determined by the Board of County Commissioners.

Attachments:

Supplemental Agreement No. 2
Authorizing Signature Resolution

STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO.
2

CONTRACT NO.
G1E43

FPN
436462-2-54-01

Recipient: Taylor County

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on October 1, 2019 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

Supplemental Agreement #2 extends contract time from December 31, 2023 to June 30, 2024 for Slaughter Road from Freeman Courtney to Harrison Blue Road

Reason for this Supplemental and supporting engineering and/or cost analysis:

Extend contract time only

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:
Taylor County

By:_____
Name: Jamie English
Title: Chairman

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Name: Greg Evans
Title: District Secretary

Legal Review:

_____

RESOLUTION NO._____

Slaughter Road Widening/Resurfacing SCRAP Project
Supplemental Agreement No. 2 - Signature Authorization

WHEREAS, The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into the Slaughter Road Widening/Resurfacing Project Supplemental Agreement No. 2, and

WHEREAS, Supplemental Agreement No. 2 will extend the current project completion deadline within the approved Small County Road Assistance Program Agreement until June 30, 2024 and

WHEREAS, The Board has determined that it is in the best interest of Taylor County to execute Supplemental Agreement No. 2.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Taylor County, Florida authorize the Chairperson to enter into the Slaughter Road Supplemental Agreement No. 2.

PASSED in regular session this _____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
JAMIE ENGLISH, Chairperson

ATTEST:

_____
GARY KNOWLES, Clerk

24

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	COMMISSIONERS TO REVIEW AND APPROVE THE JONES EDMUNDS & ASSOCIATES PROFESSIONAL SERVICES AGREEMENT FOR GROUNDWATER SAMPLING AT THE TAYLOR COUNTY LANDFILL.
MEETING DATE REQUESTED:	November 28, 2023

Statement of Issue: The Florida Department of Environmental Protection is requiring two quarterly groundwater sampling events at the Taylor County Closed Landfill as part of their Restrictive Covenant and Institutional Controls approval.

Recommended Action: Approve the proposed Taylor County Landfill Groundwater Sampling Professional Services Agreement from Jones Edmunds & Associates to comply with FDEP facility closure requirements and further approve transfer of $5,300 from Landfill Reserves (9115-59921, Reserves for Capital Improvements) into Landfill Closure-Engineering (Cost Center 0262-53440) to cover the expected cost of the JEA proposal.

Fiscal Impact: FISCAL YR 2023/24 - $5,300

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Florida Department of Environmental Protection (FDEP) issued Permit Number 0013295-003-SF requiring continuous monitoring and maintenance of the Taylor County Closed Landfill for a twenty (20) year long-term care period that began on April 11, 1996. Once the permit obligations were satisfied, a facility owner is enabled to seek closure from FDEP, eliminating the requirement to further monitor the site for contaminates. For those facilities that include preexisting issues (contaminates exceeding minimum monitoring thresholds), FDEP requires institutional Controls and Restrictive Covenants to legally remain with the site going forward.

The Florida Department of Environmental Protection (FDEP) has requested that Taylor County conduct two groundwater sampling events from two of the on-site Landfill Monitoring wells (MW-24 and MW-25) to provide information for their evaluation of the draft restrictive covenant for the facility. At the time of its closure, Arsenic was known to be present in these two wells, but at that time, FDEP Staff accepted that the Arsenic levels were associated with natural occurrences elevated from the well installation. Unfortunately, that original acceptance position has apparently expired and is being required to be resubstantiated. Thankfully, FDEP is allowing Taylor County to only submit the collection/laboratory results as documentation as opposed to a more expensive effort to provide a complete formal groundwater monitoring report. This collection effort will however ultimately include field sampling, laboratory analyses, and reporting services to adequately respond to FDEP's request.

Although the facility was thought to have previously met each of FDEP's requirements for receiving final closure and acceptance of the proposed Restrictive Covenants and Institutional Controls, FDEP staff changes and timing have brought on added requirements. These requirements range from and

include establishing proof of ownership, a final "all clear" water sampling (requires two clean quarterly sampling events) and then adoption and recording of Institutional Controls and Restrictive Covenants in the Taylor County Official Records that will remain with the property. Absent these issues being resolved to FDEP's satisfaction, the facility will not be allowed to achieve final release and stands the risk of requiring ongoing sampling and/or remediation. Neither of these are cost effective options.

In an effort to provide the two quarterly groundwater sampling events to substantiate contaminant levels below FDEP's environmental thresholds, Staff reached out to Jones Edmunds & Associates, Inc. (JEA) and requested the attached proposal. JEA is the original Engineering Firm responsible for designing the 1996 landfill closure specifications. Since its closure, JEA has also provided all monitoring and assessment services and possesses a wealth of institutional knowledge of the facility. Lastly, JEA has assisted Taylor County with initial efforts to finalize the Restrictive Covenants and Institutional Controls documentation with hopes of obtaining a FDEP final closure determination.

Under the terms of this Professional Services Agreement, Jones Edmunds will procure two quarterly groundwater samples and laboratory analysis from the Taylor County Central Landfill and then submit a report of the results to FDEP. The sampling will occur for the Fourth Quarter of 2023 and First Quarter of 2024 as described in attached their proposal dated November 9, 2023. JEA notes that although they propose to perform the scope of work with labor costs and other-direct-costs invoiced to Taylor County per a time-and-materials basis (3.20 Labor Multiplier, 1.10 ODC Multiplier), JEA states they will return any unused fee to Taylor County.

The current fiscal year Landfill Closure-Engineering budget (Cost Center 0262-53440) of $2,000.00 was both projected and approved prior to receiving the proposed services agreement. This amount was to cover minor expenses associated with resolving and recording the Restrictive Covenant and Institutional Controls issue with FDEP. As this funding is insufficient and resolution and recording costs are yet to be addressed, Staff requests to transfer $5,300 from Landfill Reserves (9115-59921, Reserves for Capital Improvements) into Landfill Closure-Engineering (Cost Center 0262-53440) to cover the expected cost of the JEA proposal.

Options:

1) Aprove the proposed Taylor County Landfill Groundwater Sampling Professional Services Agreement from Jones Edmunds & Associates to comply with FDEP facility closure requirements and further approve transfer of $5,300 from Landfill Reserves (9115-59921, Reserves for Capital Improvements) into Landfill Closure-Engineering (Cost Center 0262-53440) to cover the expected cost of the JEA proposal.

2) Deny the proposed JEA Professional Services Agreement and state reasons for such denial.

3) Consider a proposal that represents Taylor County's best interest as determined by the Board of County Commissioners.

Attachments:

Taylor County Landfill Groundwater Sampling Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT BETWEEN CLIENT AND ENGINEER

JonesEdmunds

IN CONSIDERATION OF the execution of this Agreement and the obligations imposed by it, Jones Edmunds & Associates, Inc. ("Engineer") and Client hereby enter into this Professional Services Agreement Between Client and Engineer ("Agreement") as of the Effective Date shown below.

Client's Name	Taylor County
Client's Address	201 East Green Street Perry, FL 32347
Project Name	Groundwater Sampling -Taylor County Central Landfill
Engineer's Project #	Opportunity No: 95881-346-23

SCOPE OF SERVICES

Jones Edmunds will procure groundwater samples and laboratory analysis from the Taylor County Central Landfill and submit a report to FDEP. Sampling will occur for the Fourth Quarter of 2023 and First Quarter of 2024 as described in attached proposal dated November 9, 2023.

BASIS FOR COMPENSATION

Compensation for the services shall be on a Time & Materials basis not to exceed $5,300.00 ("Fee"). See Paragraphs 1 and 2 of the Terms and Conditions.

ATTACHMENTS

Proposal dated November 9, 2023.

EFFECTIVE DATE

THE EFFECTIVE DATE of this Agreement is ☒the last date shown below or ☐

CLIENT		ENGINEER	
By		By	Stanley F. Ferreira, Jr. Stanley F. Ferreira, Jr. (Nov 13, 2023 10:26 EST)
Printed Name & Title		Printed Name & Title	Stanley F. Ferreira, Jr., PE President & CEO
Date		Date	Nov 13, 2023

Please return a PDF of signed Agreement and Attachments to:

CONTRACTSERVICES@JONESEDMUNDS.COM

If Client would like to receive a copy of this Agreement containing original signatures, please mail a signed copy to

Jones Edmunds & Associates, Inc.
Attn: Contract Services
730 NE Waldo Road
Gainesville, FL 32641

Elizabeth Kennelley
Elizabeth Kennelley (Nov 10, 2023 16:39 EST)

Kenneth Vogel

TERMS AND CONDITIONS
PROFESSIONAL SERVICES AGREEMENT BETWEEN CLIENT AND ENGINEER

1. **BASIS OF BILLING:**

☐ This is a "Lump Sum" agreement; it is not a "Time & Materials" agreement. Client will make progress and final payment to Engineer based on Engineer's percentage of work completed without regard to Engineer's expenditures or profit/loss, plus authorized adjustments. The total "Fee" amount shall be available for all tasks. Line-item costs are estimates only, and invoicing shall be based on a percentage of the total "Fee" and not individual line-item cost estimates.

☒ This is a "Time & Materials" agreement; it is not a "Lump Sum" agreement. Regardless of the stage of completion of the project, Client will make progress and final payment to Engineer based on Engineer's expenditure of time and for materials as stated in this Agreement; provided, however, that Engineer will not charge Client for expenditures which exceed the Fee stated in this Agreement or its tasks or work assignments without the written approval of Client which can be granted at any time. Should Engineer at any time expect costs to exceed the Fee for this Agreement or for a particular task or work assignment, Engineer will cease work as soon as practical and provide written notice of such possible exceedance to Client and not proceed until the exceedance is approved in writing by Client.

2. **BILLING AND PAYMENT TERMS:**

RETAINER. Client shall make an initial payment of N/A dollars ($0) (retainer) upon execution of this Agreement. This retainer shall be held by Engineer and applied against the final invoice.

PAYMENT DUE. Invoices shall be submitted by the Engineer [monthly upon completion of each phase] and are due upon presentation and shall be considered past due if not paid within fifteen (15) calendar days of the invoice date.

INTEREST. If payment in full is not received by the Engineer within thirty (30) calendar days of the invoice date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

COLLECTION COSTS. If the Client fails to make payments when due and the Engineer incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs and/or fees incurred shall immediately become due and payable to the Engineer. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Engineer staff costs at standard billing rates for the Engineer's time spent in efforts to collect. This obligation of the Client to pay the Engineer's collection costs shall survive the term of this Agreement or any earlier termination by either party.

SUSPENSION OF SERVICES. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon thirty (30) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages because of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Engineer shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Engineer to resume performance.

TERMINATION OF SERVICES. If the Client fails to make payment to the Engineer in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Engineer.

3. **PERMITS, LICENSES, AND FEES:** Unless otherwise stated in the Scope of Services, Client shall assist Engineer in obtaining all necessary governmental permits and/or approvals required for the performance of the Services. Engineer's obligations hereunder are specifically subject to the issuance of all such permits and/or approvals. Engineer will obtain and pay for all permits and licenses required by law that are directly associated with Engineer's performance of the Scope of Services.

4. **STANDARD OF CARE:** Services will be performed for the exclusive benefit of Client. Services shall be conducted by Engineer consistent with that level of care and skill ordinarily exercised by the engineering and consulting professions performing or furnishing the same or similar services in the same locale acting under similar circumstances and conditions and, subject to this standard, ENGINEER MAKES NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR OTHERWISE CONCERNING ANY OF THE SERVICES WHICH MAY BE PERFORMED OR FURNISHED BY ENGINEER TO CLIENT.

5. **INDEPENDENT CONTRACTOR:** Engineer is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors, and agents. Engineer will also be responsible for the means and methods for carrying out the Scope of Services and for the safety of its employees. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

6. **DELIVERABLES:** All deliverables, including, but not limited to, all reports, drawings, plans, designs, and specifications prepared by Engineer hereunder shall become Client's property upon final payment for Engineer's Services. Engineer may but is not required to retain copies of all deliverables. Engineer grants Client a license to use Engineer's deliverables on the project, extensions of the project and other projects of Client, subject to the following limitations: (i) Client acknowledges that such deliverables may not be intended or represented to be suitable for use on the project unless completed by Engineer, or for use or reuse by the Client or others on extensions of the project or on any other project without written verification or adaptation by Engineer; (ii) any such use or reuse, or any modifications of the deliverables, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at the Client's sole risk and without liability or legal exposure to Engineer or Engineer's subcontractors; (iii) Client shall indemnify and hold harmless Engineer and Engineer's subcontractors from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by Engineer; (iv) such limited license to Client shall not create any rights in third parties. If Engineer at Client's request verifies or adapts

the deliverables for extensions of the project or for any other project, then Client shall compensate Engineer at rates or in an amount to be agreed upon by Client and Engineer at the time of such request.

7. **WASTE MATERIALS:** Client acknowledges that Engineer will have no role in generating, treating, storing, or disposing of hazardous or toxic substances, pollutants and contaminants, or other waste materials ("Waste Materials") which may be present at the Jobsite. Any Waste Materials connected with the services shall at no time become the property of Engineer. Nothing herein shall require Engineer to assume the status of generator or a storage, treatment, or disposal facility as those terms are defined by the Resource Conservation and Recovery Act (RCRA), or any state statute or regulation governing the generation, treatment, storage, or disposal of hazardous or solid waste. Engineer cannot accept ownership, title, or responsibility for Client's waste or responsibility for the disposal of any Waste Materials. Client agrees that it shall evaluate and select the proper site for treatment or disposal of its Waste Materials and shall be solely responsible therefor. Arrangements made by Engineer for treatment, storage, transport, or disposal of any Waste Materials shall be construed as being made solely for Client's benefit and Client shall indemnify and hold harmless Engineer against all claims, damages, losses, liability, and expenses, including attorney's fees, which arise therefrom.

8. **INSURANCE:** Engineer will maintain throughout the term of this Agreement the following insurance and will, upon request, submit certificates verifying such to Client:

   (a) Worker's compensation insurance and employer's liability insurance as required by the state where the work is performed.
   (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, non-owned, or hired vehicles, with $1,000,000 combined single limits.
   (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of Engineer with limits not less than $1,000,000 per occurrence and in the aggregate.
   (d) Professional liability insurance with minimum limits of $1,000,000 per occurrence and in the aggregate.

9. **LIMITATION OF LIABILITY:** In recognition of the relative risks and benefits of the Project to both Client and Engineer, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of Engineer and Engineer's officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of Engineer and Engineer's officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed $500,000, or Engineer's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

   Notice: This Agreement is a professional services contract which meets the requirements of and is subject to Chapter 558, Florida Statutes. Accordingly,

   PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

10. **CLIENT'S INDEMNIFICATION:** Client agrees, to the extent permitted by law, to indemnify and hold harmless but shall have no obligation to defend the Engineer and its officers, directors, employees and subconsultants (collectively "Consultant") from and against liability for damages to the extent caused by the negligent acts, errors or omissions of Client and its contractors, subcontractors, consultants, or anyone for whom Client is legally liable, in connection with this Agreement.

11. **WAIVER OF CONSEQUENTIAL DAMAGES:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither both Client and Engineer, for their respective officers, directors, partners, employees, subcontractors, or subconsultants hereby waive any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the services performed or furnished under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including, without limitation, negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all agreements and subcontracts with others involved in this project.

12. **REQUIRED DISCLOSURES BY CLIENT:** Client shall provide to Engineer all information which is known or readily accessible to Client which may be reasonable and/or necessary for completion of the services by Engineer. Client shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to Engineer pursuant to this Agreement. Engineer may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement.

13. **FORCE MAJEURE:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, loss of or failure to obtain permits, unavailability of labor, materials, fuel or services; court orders; acts of God; acts, orders, laws or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services being performed or furnished by Engineer under this Agreement may be continued.

14. **TERMINATION:** This Agreement may be terminated by either party upon 30 days written notice to the other party. Irrespective of which party terminates or the cause therefor, Client shall, within 30 days of termination, compensate Engineer for costs incurred up to the date of termination, plus any reasonable and unavoidable costs incurred due to such termination (such as cancelling orders for equipment, materials, or services).

15. **DISPUTE RESOLUTION:** To resolve conflicts that arise during the project or following the completion of the project, Client and Engineer agree that all disputes between them arising out of or relating to this Agreement or the project shall be submitted to nonbinding mediation. Client and Engineer further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. Mediation shall be a condition precedent to commencement of any litigation of disputes arising out of or relating to this Agreement or the project; provided, however, that minimal steps to prevent a bar to such litigation, such as operation of a statute of limitations, may be taken with litigation commenced for such reason stayed pending the outcome of the mediation.

16. **JOBSITE ACCESS:** Client grants a right of entry to the jobsite to Engineer, its employees, agents, and subcontractors to perform the services. If Client does not own the jobsite, Client warrants that it has the permission of the owner of the jobsite to grant this right of entry to Engineer. If, in order to perform the services, Engineer damages or alters a jobsite owned by a third party, Client agrees to pay the cost of restoring the jobsite to its condition prior to the performance of the services.

17. **GEOPHYSICAL SERVICES:** Engineer does not guarantee any specific results from sampling or analytical activity. Engineer shall not be liable for loss and/or damage to the surface or subsurface due to subsurface sampling. Engineer shall not be liable for damage to wells caused by subsurface trespass or from operational services. Client will repair or replace any equipment damaged or lost in a well unless caused by Engineer's negligence or willful misconduct. Recovery of lost equipment will be Client's responsibility. Engineer is not liable for the accuracy of copies of the original logs or for recommendations based on such copies. Engineer will provide professional interpretation and recommendations if requested in the scope of services. Engineer shall not be responsible for obtaining permits or permission to log a well on a jobsite owned by a third party.

18. **INSPECTIONS; CERTIFICATIONS:** The words "inspect," "inspections," and similar words mean the visual observation of a project or any part of a project to permit Engineer, as an experienced and qualified professional, to determine that the work or any part of the work, when completed, generally conforms to the contract documents. In making such inspections, Engineer makes no guarantees for, and shall have no authority or control over, or liability, for any performance or failure to perform the work in accordance with applicable contract documents. Engineer shall have no responsibility for the means, methods, techniques, sequences or procedures selected by Client or others and or safety precautions of Client or others or for failure by Client or others to comply with any laws or regulations relating to the performance of or non-performance of work by Client or others. Engineer shall not be required to sign any documents, no matter by who requested, that would result in Engineer being required to certify, guarantee or warrant the existence of conditions whose existence Engineer cannot ascertain. Client agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer any way contingent upon Engineer's execution of any such document.

19. **CLIENT NOTICE OF DEFECTS:** Client will promptly notify Engineer of any defects perceived or suspected by Client in Engineer's performance or deliverables.

20. **ESTIMATES:** In providing estimates of probable construction cost, Client acknowledges that Engineer has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the method of pricing of bidders or proposers, and that Engineer's estimates are made on the basis of Engineer's professional judgment and experience. Engineer makes no warranty, express or implied, that the bids or the negotiated cost of the construction will not vary from Engineer's estimate of probable construction cost.

21. **INFORMATION DISCLOSURE:** Engineer shall not be restricted in any way from releasing information in response to a subpoena, court order or other legal process. Engineer shall not be required to resist such subpoena, court order or legal process, but shall promptly notify Client in writing of the demand for information before Engineer responds to such demand. Client may, at its sole discretion and expense, seek to quash such demand.

22. **PUBLIC RECORDS:** If this Agreement is subject to Chapter 119 (Florida's Public Records Law) Engineer shall comply with the requirements of that law. In accordance with Section 119.0701, Florida Statutes, Engineer shall (a) keep and maintain public records required by Client in order to perform the service under this Agreement; (b) upon request from the Client's Clerk, provide Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided under Florida's Public Records law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if Engineer does not transfer the records to Client; and (d) upon completion of this Agreement, transfer, at no cost, to Client all public records in possession of Engineer or keep and maintain public records required by Client to perform the service. If Engineer transfers all public records to Client upon completion of this Agreement, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Engineer keeps and maintains public records upon completion of this Agreement, Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Client, upon request from Client's custodian of public records, in a format that is compatible with the information technology system of Client.

23. **SAFETY:** Unless specifically provided for in this Agreement, Engineer and its employees do not have any obligation as to safety of the site or as to safe prosecution of the work which shall remain the sole obligation of Client or others designated by Client.

24. **WAIVER OF RIGHT TO TRIAL BY JURY:** Client and Engineer hereby knowingly, voluntarily, and intentionally waive the right any of them have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party.

25. **ASSIGNMENT:** This Agreement and the right to damages or other remedy for its breach are not assignable absent the prior written consent of both parties and without such consent such assignment is void.

26. **EQUAL OPPORTUNITY:** For Agreements in excess of $10,000: Engineer and its subconsultants, if any, shall abide by the requirements of 41 CFR 60-1.4(a). This regulation prohibits discrimination against qualified individuals on the basis of race, color, religion, sex or national origin and requires affirmative action by covered prime contracts and subcontractors to ensure applicants are employed and that employees are treated without regard to race, color, religion, sex or national origin.

    For Agreements in excess of $10,000: Engineer and its subconsultants, if any, shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

    For Agreements in excess of $100,000: Engineer and its subconsultants, if any, shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

27. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all prior written or oral agreements existing between the parties. This Agreement may be amended only by written instrument signed by each party.

28. **PRECEDENCE:** This Agreement shall take precedence over any inconsistent or contradictory provisions in any other contract documents or any Client-issued purchase order, requisition, notice to proceed, or like document regarding the project, services, or payment.

29. **SURVIVAL:** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Engineer shall survive the completion of services hereunder and the termination of this Agreement.

30. **GOVERNING LAW:** This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Florida.

JonesEdmunds

Integrity • Knowledge • Service

November 9, 2023

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

RE: Proposal for Groundwater Sampling at the Taylor County Central Landfill
Jones Edmunds Opportunity No. 95881-346-23

Dear Mr. Dudley:

Jones Edmunds has prepared this proposal for Taylor County to conduct limited groundwater sampling at the closed Taylor County Central Landfill.

OVERVIEW

The Florida Department of Environmental Protection (FDEP) has requested that the County conduct groundwater sampling at the landfill to provide information for their evaluation of the draft restrictive covenant.

According to an e-mail dated September 27, 2023, FDEP has requested "...at least two (clean) quarterly groundwater sampling analyses from MW-24 and MW-25 for Arsenic."

Also, in an e-mail dated September 28, 2023, FDEP stated "...just submit the collection/laboratory results as documentation...", indicating that a complete formal groundwater monitoring report is not required for this response.

Jones Edmunds will provide the field sampling, subcontract laboratory analyses, and reporting services necessary to respond to FDEP's request.

WORKSCOPE

Jones Edmunds proposes to conduct the work described below.

- Sample Collection and Subcontract Laboratory Analysis:
  - We will conduct sampling of groundwater monitoring assessment wells MW-23B and MW-24B at the landfill. Although FDEP requested MW-24 and MW-25, the correct designation of these wells is MW-23B and MW-24B. FDEP confirmed this in an e-mail response dated November 8, 2023.
  - We will conduct sampling during the Fourth Quarter 2023 and First Quarter 2024.

- We will provide subcontract laboratory analysis for Arsenic (only) as requested by FDEP. We will analyze the two groundwater samples and appropriate QA/QC samples required by FDEP Standard Operating Procedures (SOPs).

- Reporting Services:
  - FDEP stated that submittal of the collection/laboratory results is sufficient and that a formal groundwater monitoring report is not required.
  - We will provide a report consisting of the following information:
    - Summary cover letter.
    - Table of results compared to groundwater standards.
    - Site map
    - Field data from the sampling event.
    - Laboratory data.
  - Additionally, we will submit the field and laboratory data electronically to FDEP as required by FDEP's ADaPT reporting requirements. (Although FDEP did not specifically mention this, it is a requirement for reporting landfill groundwater monitoring results).

Deliverables:

- We will provide the information described above under "Reporting Services" to the County and FDEP as an electronic file.

SCHEDULE

Jones Edmunds will begin the work after the County approves this proposal and returns the attached Professional Services Agreement. We estimate the following dates for accomplishing the work and providing the associated deliverables:

Task	Estimated Completion / Delivery Date
Field Sample Collection	
Fourth Quarter 2023	By December 31, 2023
First Quarter 2024	By March 31, 2024
Report	
Fourth Quarter 2023	Within 60-days after receipt of laboratory results
First Quarter 2024	Within 60-days after receipt of laboratory results

COMPENSATION

We will conduct this work for an estimated fee of $5,300. The estimated fee amount shall be available for all tasks under the Workscope of this project. Individual line-item costs are estimates only, and project invoicing shall be compared to the "Total Estimated Fee" and

not individual line-item cost estimates. Funds shall be available to all aspects of this project and the needs of Taylor County.

Jones Edmunds proposes to perform the Workscope as described herein with labor costs and other-direct-costs invoiced to Taylor County per a time-and-materials basis (3.20 Labor Multiplier, 1.10 ODC Multiplier). Any unused fee on this project will be returned to Taylor County.

An approximate breakdown of the tasks and fee are as follows:

Task	Fee
Sample Collection and Laboratory Analysis (Two Events)	$3,200
Report (Two Events)	$2,100
Total Estimated Fee	$5,300

EXCLUSIONS AND CONDITIONS

All items included in this proposal are specifically listed in this document, and any other work that may be required is excluded from this proposal. The following are specific exclusions to and conditions of this proposal:

- The County will provide for vehicle access (four-wheel-drive truck) to the two groundwater monitoring well locations. This may require clearing due to the length of time passed since these wells were last sampled.
- Any additional requirements by FDEP other than those listed herein are not included in this proposal.
- FDEP requires "at least" two quarterly sampling events. If FDEP requires additional sampling, an additional proposal will be prepared for the County.

We look forward to providing these services to Taylor County. Please contact me if you have any questions at 352-377-5821 or tcully@jonesedmunds.com.

Sincerely,

Timothy G. Cully

Timothy G. Cully, PG
Project Manager
730 NE Waldo Road
Gainesville, Florida 32641

Y:\95881-Taylor County Landfill\95881-346-23 - Taylor County LF - IC Monitoring\2023-11-09-LTR-Taylor County Landfill - IC Sampling.docx

Attachments: Professional Services Agreement

JAMIE ENGLISH
District 1

JIM MOODY
District 2

MICHAEL NEWMAN
District 3

PAM FEAGLE
District 4

THOMAS DEMPS
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

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

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

November 28, 2023

Blake Rockwood, FCCM
Government Operations Consultant II, Region 3
Florida Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street – MSC 400
Tallahassee, Florida 32399

Re: Taylor County CDBG 22DB-OP-03-72-01-H05 Modification Request 1

Dear Mr. Rockwood:

Please accept the Taylor County Modification to the above referenced FFY 2019 Small Cities Community Development Block Grant between Taylor County and the Florida Department of Economic Opportunity.

The County requests an extension of 12 months to the work plans. Selection of a grant administrator took some of the work plans time. The County had to advertise several times in the newspaper, on the County's Facebook page, on the County's website, and outreach done at local churches, and by flyers at the schools and Sheriffs Department, as there has been a lack of applications submitted. The tiered environmental review process for the approved applicants has taken much longer than anticipated. The attached work plans were revised to reflect these adjustments to make the work plans current.

It is the County's wish to request an amendment to the award agreement work plans. No change in beneficiaries or accomplishments is proposed in this amendment.

We appreciate your review and consideration. Should you have any questions or concerns, please feel free to contact Corbett Alday with Guardian CRM, Inc. at (813) 943-2627 or Jami Evans, Grant Coordinator, Taylor County at (850) 838-3553.

Sincerely,

Jamie English
Chairman of the Board of County Commissioners
Taylor County

Enclosures: Modification Form 1
Request for Modification 1
Attachment C Revised Work Plans Mod 1

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to review and approve Modification Number One to Subgrant Agreement Between the Department of Commerce and Taylor County requesting a one (1) year extension to the Community Development Block Grant (Contract Number 20DB-OP-03-72-01-H05) in the amount of $750,000 to be used for housing rehabilitation and/or replacement projects. Grants staff to also discuss bid documents previously approved by the Board.**
MEETING DATE REQUESTED:	**November 28, 2023**

Statement of Issue: Board to approve Modification Number One to extend the CDBG timelines from January 2024 to January 2025. In addition, Grants staff to discuss CDBG housing replacement bid documents previously approved by the Board.

Recommended Action: Approve Modification Number One

Fiscal Impact: The Modification will extend the CDBG contract in the amount of $750,000 to January 31, 2025. The County is required to provide a match in the amount of $50,000 and SHIP funds have been committed to the match.

Budget Expense Y/N The grant funds are included in the FY 2023/2024 budget.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County was awarded a CDBG Housing Rehabilitation Grant in the amount of $750,000. The contract expires January 31, 2024 and the County is requesting an extension to January 31, 2025. Guardian Community Resource Management administers the grant on behalf of the County. The grant is in the amount of $750,000 and a $50,000 match is being provided with SHIP funds the County has set aside. The CDBG grant funds housing rehabilitation and replacement projects in the unincorporated areas of the County. CDBG funds can be used for the replacement of mobile homes in disrepair. Grants staff to also update the Board on housing projects

which may soon be underway and discuss previously approved bid documents and projects.

Attachments: **Modification Number One to Subgrant Agreement Between the Department of Commerce, Transmittal Letter, and amended Work Plan. Example of previously approved bid document for an upcoming housing replacement project.**

Modification Number One to Subgrant Agreement Between the Department of Commerce and Taylor County

This Modification Number one is entered into by and between the State of Florida, Department of Commerce, ("Florida Commerce"), and Taylor County, ("the Recipient"), (each individually a "Party" and collectively the "Parties").

WHEREAS, Florida Commerce and the Recipient entered into **Contract Number 20DB-OP-03-72-01-H05, FLAIR Contract Number H2452,** on November 1, 2021 ("the Agreement"), pursuant to which Florida Commerce provided a subgrant in the amount of $750,000.00 to the Recipient under the Small Cities Community Development Block Grant ("CDBG") Program as set forth in the Agreement;

WHEREAS, Paragraph (4) of the Agreement provides that modifications to the Agreement shall be valid when executed in writing by both Parties;

WHEREAS, Florida Commerce and the Recipient desire to modify the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

☒ **Revise the Activity Work Plan**

1. Attachment C, Activity Work Plan, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment C, which is attached hereto and incorporated herein by reference.

☐ **Revise the Project Narrative**

2. Attachment ___, _____, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment ___, which is attached hereto and incorporated herein by reference.

☐ **Revise the Project Budget**

3. Attachment ___, _____, of the Subgrant Agreement is hereby deleted and is replaced by the revised Attachment ___, which is attached hereto and incorporated herein by reference.

☐ **Change the Number of Accomplishments and/or Beneficiaries**

4. Attachments _____ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments _____, which are attached hereto and incorporated herein by reference.

Recipient: Taylor

County

Modification Number:

1

Contract Number:

20DB-OP-03-72-01-H05

FLAIR Contract

Number: H2452

☐ **Include an Unaddressed Need from the Application for Funding as Addressed Need**

5. Attachments ___ of the Subgrant Agreement are hereby deleted and are replaced by the revised Attachments _____, which are attached hereto and incorporated herein by reference.

☐ **Change the Participating Parties**

6. (Type in the name of firm), is removed as a Participating Party to the Subgrant Agreement.

7. (Type in the name of new firm) is added as a Participating Party to the Subgrant Agreement. A copy of the new Participating Party Agreement, containing provisions and caveats that meet or exceed the conditions agreed to in the original Participating Party Agreement, is attached.

☒ **Extend the Agreement**

8. Paragraph (3) titled Period of Agreement on page ___of the Subgrant Agreement is hereby deleted and replaced by the following Paragraph (3):

(3) Period of Agreement

This Agreement begins on August 1, 2021 (the effective date) and ends on January 31, 2025, unless otherwise terminated as provided in this agreement. Commerce shall not grant any extension of this Agreement unless the Recipient provides justification satisfactory to Commerce in its sole discretion, and the Commerce Director of Community Development approves such an extension. The justification must document that project delays are due to events beyond the Recipient's control and include a performance plan that demonstrates the Recipient's capacity to perform and complete the remaining project tasks within the extension period. Commerce will also take into consideration the Recipient's progress and verifiable achievements at Commerce's sole and absolute digression. Upon expiration or termination of this Agreement, the Recipient shall follow the agreement closeout procedures set forth in Attachment H.

☐ **Other:**

9. All provisions of the Subgrant Agreement and any attachments thereto in conflict with this Modification

shall be and are hereby changed to conform to this Modification, effective as of the date of the execution of this Modification by both parties.

All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

Recipient: Taylor County

Modification Number:
1

Contract Number:
20DB-OP-03-72-01-H05

FLAIR Contract Number: H2452

IN WITNESS WHEREOF, the parties hereto have executed this document as of the dates set herein.

State of Florida
Department of Commerce

By: _____

Name: _____

Title: _____

Date: _____

Recipient:

By: _____

Name: Jamie English

Title: BOCC Chair

Date: _____

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the Parties
Office of the General Counsel
Department of Commerce

By: _____

Approved Date: _____

Attachment C – Activity Work Plan

Recipient:	Taylor County	Activity:	21A Administration	Project Budget:	$112,500
Contract Number:	20DB-OP-03-72-01-H05	Date Prepared:	11/8/23	Modification Number:	1

Start Date (month/year)	**End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** ***Examples of Actions:*** *Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (20, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.*	**Estimated Units to be Completed by the "End Date"**	**Estimated Funds to be Requested by the "End Date"**
8/2021	11/2021	Fulfill requirements of the program and special conditions within the first 90 to 120 days. Begin environmental review. Prepare and submit Contractual Obligation, MBE and Quarterly Progress Report.		
8/2021	12/2022	Complete Environmental Review and obtain release of funds. Advertise for housing participants and contractors. Prepare and submit Section 3 and Quarterly Progress Reports.		$5,000
1/2023	5/2023	Rank and approve housing participants. Hold contractor's meeting to establish pre-qualified contractor's list. Start site-specific reviews including any lead testing and historic reviews. Prepare and submit Contractual Obligation, MBE and Quarterly Progress Reports.		$25,000
6/2023	12/2023	Continue site-specific reviews and receive release of funds on each proposed housing unit. Cost estimates and specifications completed for each house. Submit Quarterly Progress Report.		$40,000
1/2024	6/2024	Advertise for bids and award contracts for first six houses. Prepare and submit Contractual Obligation, MBE and Quarterly Progress Reports. Take photos before, during and after rehabilitation activities.		$65,000
7/2024	10/2024	Construction completed on first six of houses. Advertise for bids and award contracts for remaining five houses. Take photos before, during and after rehabilitation activities. Prepare and submit Section 3 and Quarterly Progress Reports.		$80,000
9/2024	12/2024	Construction completed on last five houses. Prepare and submit Contractual Obligation, MBE and Quarterly Progress Reports. Take photos before, during and after rehabilitation activities.		$100,000
1/2025	1/2025	Prepare and submit Quarterly Progress Report; and prepare and submit Administrative Closeout Package within 45 days after Agreement termination date.		$112,500

Attachment C – Activity Work Plan (Example)

Recipient:	Taylor County	Activity:	14A Housing Rehab/Demo/Replacement	Project Budget:	$615,500
Contract Number:	20DB-OP-03-72-01-H05	Date Prepared:	11/8/23	Modification Number:	1

Start Date (month/year)	**End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** ***Examples of Actions:*** *Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (20, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.*	**Estimated Units to be Completed by the "End Date"**	**Estimated Funds to be Requested by the "End Date"**
2/2022	5/2023	Begin surveys for housing units selected for rehabilitation. Order lead testing, if necessary. Order housing plans.		
6/2023	12/2023	Complete lead testing and surveys for properties.		
1/2024	6/2024	Advertise for bids and award contracts for first six houses. Begin construction.		
7/2024	10/2024	Construction completed on first six houses. Advertise for bids and award contracts for next five housing units.	6 Housing Units	$335,000
9/2024	12/2024	Construction completed on remaining five houses.	11 Housing Units	$615,500

Attachment C – Activity Work Plan

Recipient:	Taylor County	Activity:	08 Temporary Relocation	Project Budget:	$22,000
Contract Number:	20DB-OP-03-72-01-H05	Date Prepared:	11/8/23	Modification Number:	1

Start Date (month/year)	**End Date** (month/year)	**Describe Proposed Action to be Completed by the "End Date."** ***Examples of Actions:*** *Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, Construction Completion (20, 40, 60, 80, and 100 percent or 25, 50, 75, and 100 percent), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.*	**Estimated Units to be Completed by the "End Date"**	**Estimated Funds to be Requested by the "End Date"**
10/2022	12/2024	Pay relocation costs for up to eleven households to include moving, storage and rental costs; in accordance with the Recipient's Housing Assistance Plan/Anti-displacement and Relocation Policy.	11	$22,000

TAYLOR COUNTY
HOUSING REHABILATATION PROGRAM
Department of Grants Administration
401 Industrial Park Dr.
Perry, Florida 32347

CDBG HOUSING REHABILITATION SCOPE OF WORK & Specifications

PROPERTY INFORMATION:

Property Address:	5600 Smith Rd. Perry, FL 32348			
Property Owner:	**Tina McMillan**			
Home Phone:	850-295-0445			
Alt Phone:	850-838-7612			
Year Built:	1988			
LBP/ACM	LBP Action: N/A		ACM Action: See the attached report	
Building Description:	Number of bedrooms:	2	Number of bathrooms:	2
Parcel ID Number:	01619-610			

Note	System	Description of Work	Location	Price	Contractor Initials
A.	REHABILITATION	Special attention should be directed to the attached reports regarding Lead Base Paint, Asbestos, and/or Mold. Any recommendations included in the reports regarding such material shall become part of the Work.	Unit	$ N/A	
B.	SITEWORK	Rehabilitation of unit shall include: 1. Re- connects all existing TV, Satellite connections, & Phone Jacks. Install 911 addressing as required. 2. Disconnect and re-connect to community water systems if required by code or specification within this document. 3. Demolition and safe, legal, disposal of all materials, removal of all construction and replacement debris. 4. Disconnect and re-connect existing septic system or to community sewer utility (where applicable).	All	INCLUDE IN BID LINE ITEMS	

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workmanlike manner, in accordance with the CDBG Program Specifications as listed in this Scope of Work, Florida Building Code, and manufacturer's specifications. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. Bid will be accepted on the **TOTAL BID** submitted, and all items must be cost itemized in the space provided or the bid will be rejected.

This house may or may not require the homeowner to vacate the premises during the construction period. In the case of the CDBG program unit will be vacant and shall remain so for the duration of the rehabilitation and construction process.

This document may not be altered in any manner. The scope of work set forth in this document may not be changed without the written consent of Guardian CRM, Inc. under direct authorization from Taylor County and/or its official representatives.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulation, and that I am eligible to participate in the CDBG Housing rehab Program. I also agree that any change orders above the original contract amount shall only be paid for with CDBG funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his/her representative, the contractor, and local government prior to any initiation of work based on that change order.

_____

Company Name (Print Name):_____ **Contractor Name (Print Name):**_____

Contractor's Address:_____

Contractor's Phone Number:_____ **Contractor's Email:**_____

PROPERTY OWNERS REVIEW & APPROVAL OF SPECIFICATIONS & AUTHORIZATION TO BID:

I/ We have reviewed in detail this Work Write-Up consisting of **all listed** items, with the rehabilitation inspector and understand the specifications of the work to be performed on our property. I/We also agree that there will be "NO" changes in the specifications unless needed to meet Housing or Building Code Requirements. Furthermore, I/We authorize Taylor County CDBG to obtain bids for the work contained in this Work Write-Up.

X_____ / / ____ X_____ / / ____
Property Owner's Signature Date Property Owner's Signature Date

CONTRACTOR BID INFORMATION

Total contractor bid for requested work: $_____
The proposed work shall be completed within **_120_ Business/Working Days.**

Bid submitted by:
Company Name: _____

Authorized Signature*: X_____
* Signature of licensee, or signature of person authorized by licensee whose authorization must be on file

TAYLOR COUNTY
CDBG HOUSING REHABILATATION PROGRAM

Warranty Rehabilitation Scope of Work and Specifications

Client:	**Tina McMillan**	**Date:**	October 2023
Address:	5600 Smith Rd. Perry, FL 32348		

This CDBG Scope of Work and Specification Analysis Report shall be submitted in its entirety, with the permit application. It shall fully disclose the scope of work (SOW) to be performed, permitted and inspected. One permitted copy, stamped by the building department of jurisdiction, shall be submitted to the Taylor County Housing and Program Inspector with the final pay application.

NOTICE TO BIDDING CONTRACTORS:

The bidding contractor must consider the following when estimating the value of each line item: measurements, sizes, materials, labor, permits, plans, all fees, surveys, engineering/Architecture, regulations, demolition and clean-up.

All material, components, and labor, that will be needed to complete each task thoroughly and to each item's primary operational function.

ALL work must be in compliance with all applicable Federal, State, and Local Codes.

Please fill in every line item in each section of this bid.

No contractor shall, without prior written approval from the Housing Program Administrator and/or Consulting Project Manager, deviate from any product recommendations listed within this Scope of Work (SOW). A verbal or written notice of "or equal" exchange shall be provided to the Inspector within forty-eight (48) hours of the proposed "or equal" substitution. This notice shall include:

1) The names of both the SOW recommended product and proposed substitute product specification
2) Comparable manufacturer specifications list, included but not limited to price, warranty information, consumer review reports
3) Any additional information requested by the Program or its agents.
4) All bids, unless otherwise specified, to include the repair/repaint to match existing, all damaged (plaster, stucco, Tile, or any other material), walls, ceilings, ECT... affected by construction.
5) The contractor will provide all material and shall be responsible for covering **all** homeowner belongings, including flooring and other items that cannot be moved during rehabilitation: this is not the owner's responsibility: Daily clean-up within and around the home is required.
6) All measurements and material will be the responsibility of the contracting firm.
7) All change order requests must be approved through the County offices prior to any change order work beginning.
8) No work shall begin until all permits are pulled. Starting work prior to obtaining permits will result in a 1 round suspension, and second violation will result in a full year program suspension, and third violation will lead to indefinite suspension.

Failure to provide any required notification will result in a violation of the terms and conditions of the SOW and Work Rehabilitation Contract and a loss of payment on the substituted product if it is not replaced with the SOW specified product. Approval will NOT be granted under any circumstance on or after the fact basis.

NOTE: Signature required for acknowledgment of Notice to Bidding General Contractors

Print Name _____ Signature _____ Date _____

The above applies to all line items associated with this Scope of Work:

Description: Project Operation	Qty.	Location	Amount

1. OPERATIONAL

1. Operational **Unit** **Site** **$_____**

The contractor shall be responsible for and provide all applications, permits, plans, drawings, product approvals, or other required local, state, or federal, documentation (To include all applicable Fees, Site Surveys, A&E, etc.).

1a. STORAGE

1a. Storage **Unit** **Site** **$_____**

The contractor shall be responsible for procuring and providing an onsite POD (for a maximum of four months-120 calendar days) to be placed on site during extermination and interior rehabilitation processes. *The homeowner shall be responsible for storing and replacing belongings into and out of the POD.*

Line-item Notes:

NOTE 1: Price to include keyed security lock. The homeowner shall be provided with the sole key and the responsibility for the key's location.

1b. GENERAL REPORTING

1b. Reporting Requirements **Unit** **Site** **$_____**

The contractor shall contact, either by phone or electronic communication (text or email), the homeowner at least once per week to provide project progress updates. This shall be documented via an every Monday Email Report (MER) to the project manager: Failure to contact the owner and/or provide the MER for two (2) consecutive weeks will result in a $50 per week credit back to the owner's assistance availability or the SHIP program in general. This credit shall be applied at every failure of compliance occurrence.

Line-item Notes:

NOTE 1: Failure to place a cost for this line item will not exclude the contractor from the responsibility and required stated therein.

1c. MANUALS & SPECIFICATION DOCUMENTS

1c. Manuals & Specifications **Unit** **Site** **$____N/A____**

The contractor shall supply, at the time of the final CDBG Program inspection, all manufacturer manuals and specification booklets/packets for all supplied and installed products listed within the Scope of Work. Failure to do so may result in a failed final CDBG Program Inspection.

Line-item Notes:

NOTE 1: To Include all applicable Plans, Drawings, and Permits, & approved building department docs.

Description- STRCTURE SPECIFICATIONS	Qty	Location	Bid Amount

2. MOBILE HOME-DEMO AND REPLACMENT

1. MH Demo & Replacement **Unit** **Site** **$_____**

INTRO: ***The CDBG Program requires that in-progress visual inspections be completed prior to each payment draw.*** Perform all required actions (Site survey review, permitting, etc...) and prep the site for demolition of the existing dwelling unit (does not include any outbuildings):

Demolish the existing unit. Clean, level, and prepare the site to accommodate a new, one-for-one, fully code compliant, replacement dwelling. The new dwelling unit shall fit the footprint of the previously existing unit, as much as allowed per the specifications and requirements set forth in this Scope of Work.

- Demolish the existing mobile home unit and unless otherwise noted any attached components: The demolished unit shall be replaced with a new double-wide, 2 bedroom, 2 bath mobile/manufactured home unit in the existing footprint of the removed unit.

The new mobile home unit base price shall include the following:

(a) Minimum (Approx.) 900 sq. ft, 2 bedrooms, 2 baths, kitchen, living room, dining area/nook, utility room; two entry exist doors (with compliant entry landing/railed steps).

(b) All required new plumbing, sanitation, electrical, and utility hookups and/or connections.

(c) A minimum 25-year, architectural shingled roof covering. Owner to be provided color choice.

(d) A full appliance and ancillary package as listed: Stove, microwave range hood, refrigerator, hot water heater, toilet(s), vinyl window blinds, vanity set (1 drawer base, sink, mirror/mirrored medicine cabinet, carpet or vinyl floor covering (vinyl only in wet areas), closet shelving, television/cable/phone outlets in the living area, kitchen, and bedrooms, Living Room /Bed room Fan-light fixtures, Dining room overhead light fixture, and all other components required to ensure move in ready condition. All appliances and light fixtures to be energy star rated for the Southern Region of the U.S.A.

(e) Grass seeding of all disturbed areas of the yard where vegetation was removed or damaged beyond salvage.

(f) Total unit transportation and construction set-up and connection to existing water/waste facilities.

Project notes to Follow:

NOTE 1: The mobile/manufactured housing unit must meet all current Florida Local and State residential building codes at the time of purchase from the manufacturer and upon completion construction.

NOTE 2: The mobile/manufactured housing units electrical, plumbing, mechanical, and other base systems must meet all of the most current and applicable Florida Building Codes, and any applicable or superseding local ordinances, State, Federal requirements (i.e. were utility water/sewer services are available the dwelling must be hooked into the service and the existing well/septic system abandoned to code). The systems shall all be installed and in working order prior to project closeout and ready for owner occupation.

NOTE 3: Owner shall be provided a minimum of three color and style choices for all applicable items, including but not limited to exterior unit primary/trim color, shingle color, interior paint/trim color, cabinet/vanity, appliance package. See "Exhibit A".

NOTE 4: The existing septic system has failed. A new system and connection to be included in the bid.

NOTE 5: The water supply system was working at the time of inspection. The system shall be tested prior to reconnection.

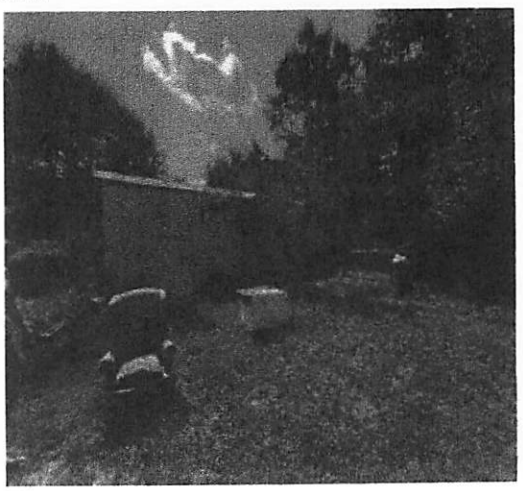
NOTE 6: Master bath shall include tub/shower combo assembly.

NOTE 7: Bath #2 shall include walk-in shower assembly.

---------- END SOW----------

---------- EXISTING DWELLING FOOTPRINT ----------





---------- EXISTING DWELLING FOOTPRINT ----------

ENTER TOTAL BID BELOW

⇩

TOTAL BID AMOUNT $ _____

"EXHIBIT A"

TAYLOR COUNTY
CDBG
HOUSING REHABILATATION PROGRAM
HOUSING REHABILATATION PROGRAM COLOR/STYLE SELECTION

1. Contractor must provide at least three (3) color choices for each eligible item.
NOTE: See attached scope of work for eligible items.

2. Taylor County reserves the right to veto a color choice made by the contractor and homeowner.

3. **It is the contractor's responsibility to provide selections for the homeowner to select the colors and designs, and then sign this form.**

4. Any deviations from this process must be submitted via email to the Housing Inspector (Diana.Pinto@Taylor.org) for approval.

5. Color/Style selections are to be signed and forwarded to the Housing Program Inspector no later than five (5) calendar days after the NTP takes effect.

COLORS AND STYLES TO BE LISTED IN THE GRID BELOW:

ITEM LOCATION	ITEM PRODUCT #	ITEM STYLE CODE	ITEM COLOR CODE

(NOTE: PLEASE MAKE A DUPLICATE COPY IF MORE SPACE IS REQUIRD. ALL COPIES MUST BE SIGNED)

The signatures on this document confirm acknowledgment of the above listed items:

Homeowner Signature: _____ Date:_

Contractor Signature: _____ Date:_

Housing Inspector Signature: _____ Date:_

Attachment "A".

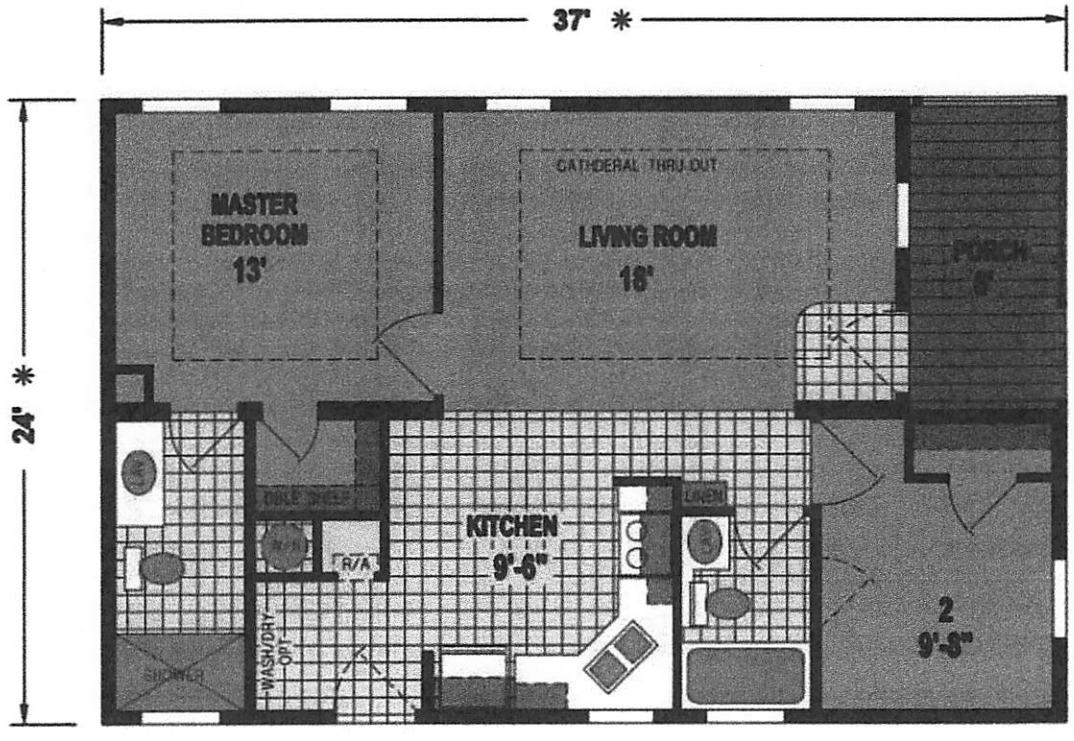
Silver Springs 4811J

888 Square Feet, 2 Bedrooms, 2 Bathrooms, Multi-Section

This manufactured home is built to the federal (HUD) building code for manufactured housing.

FLOOR PLAN

Floor Plan



THE EXAMPLE LISTED ABOVE IS NOT A MANDATED OPTION, BUT ONLY A PRODUCT EXAMPLE. ANY "OR EQUAL" PRODUCT MAY BE SUBMITTED FOR REVIEW AND APPROVAL BY THE PROGRAM PROJECT MANAGER.

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NESHAP PRE-DEMOLITION SUSPECT ASBESTOS CONTAINING BUILDING MATERIAL SAMPLING AND ANALYSIS REPORT

FOR:
Guardian CRM, Inc.
15000 Citrus County Drive, Suite 331
Dade City, Florida 33523

LOCATION:
McMillan Residence
5600 Smith Road
Perry, Florida 32348

PERFORMED BY:
ACM Engineering & Environmental Services
5404 Hoover Blvd., Suite 9
Tampa, Florida 33634

DATE:
September 5th, 2023

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NESHAP PRE-DEMOLITION SUSPECT ASBESTOS CONTAINING BUILDING MATERIAL SAMPLING AND ANALYSIS REPORT

FOR:
Guardian CRM, Inc.
15000 Citrus County Drive, Suite 331
Dade City, Florida 33523

DATE: September 5th, 2023
STRUCTURE: McMillan Residence
LOCATION: 5600 Smith Road
CITY, STATE: Perry, Florida 32348

PROJECT REVIEW:

ACM Engineering and Environmental Services, Inc. (ACM- Asbestos Business License #ZA512) provided a NESHAP Pre-Demolition Suspect Asbestos Containing Building Material Survey at the McMillan Residence scheduled for demolition located at 5600 Smith Road in Perry, Florida. The site survey was performed by Joshua Baker on August 31st, 2023 under the direction of Mr. Patrick T. Griffin P.E., State of Florida Licensed Asbestos Consultant #AX56.

The assessment/survey conformed to the current United States Environmental Protection agency (US EPA) and the Asbestos Hazardous Emergency Response Act (AHERA) regulations. AHERA is the current standard with respect to training rules, assessment/survey procedures, and regulations that is enforced by Federal, State and local authorities.

Analysis of the bulk sample was performed by ACM Engineering & Environmental Service's National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory (NVLAP Lab Code: 101977-0) by Microscopists trained at the McCrone Research Institute. The bulk samples were analyzed pursuant to US EPA Method for the Determination of Asbestos in Bulk Building Materials (EPA/600/R-93/116) and in accordance with 40 CFR Part 763, Subpart F, Appendix A; and the EPA 40 CFR 61 Part 763, Subpart E. The bulk sample analysis utilizes the Polarized Light Microscopy (PLM) method for asbestos identification, which is the current US EPA approved method for asbestos bulk sampling analysis. RTG 9/5/23

EXECUTIVE SUMMARY:

The NESHAP Pre-Demolition Asbestos Containing Building Material Survey performed at the building scheduled for demolition located at 5600 Smith Road in Perry, Florida was intended to identify asbestos containing building materials (friable, non-friable, or both) that might be disturbed by the planned demolition activities. A total of twenty-eight (28) suspect asbestos bulk samples from ten (10) homogeneous materials were collected and analyzed for asbestos content.

A summary of the analysis results is as follows:

A. <u>The following sampled building materials were identified as containing greater than one percent (1%) asbestos content</u>:

- None

B. <u>The following sampled building materials were identified to be non-detectable for asbestos content.</u>

- Surface Texture
- Drywall Composite
- Tile Pattern Vinyl Flooring - Bathroom
- Flooring Adhesive
- Ceiling Texture
- Tile Pattern Vinyl Flooring – Bedroom
- Flooring Adhesive
- Vinyl Floor Tile
- Floor Tile Adhesive
- Counter Caulk

P.T.S. 9/5/23

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to discuss the upcoming funding cycle for the Fiscal Year 2030 Florida Department of Transportation (FDOT) Transportation Alternatives Program (TAP).**
MEETING DATE REQUESTED:	**November 28, 2023**

Statement of Issue: Board to discuss the 2030 TAP funding cycle and possible submission of grant application(s). The County is eligible to submit two projects.

Recommended Action: Board to discuss the upcoming funding cycle and possible grant submission(s).

Fiscal Impact: Not Applicable at this time.

Budgeted Expense: Not applicable at this time.

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

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The FDOT Transportation Alternatives applications are submitted a minimum of five years in advance. Transportation Alternatives funds can be used for numerous pedestrian and bicycle projects including but not limited to: the construction sidewalks; bicycle infrastructure; pedestrian and bicycle signals; safety related infrastructure; ADA compliance measures; turn outs; overlooks and; viewing areas. Last year the program funded the design of two sidewalks (Johnson Striping and US 221 to approximately Graves Drive In. The actual construction will be approved as FDOT funding becomes available. We do not need to submit an additional application for the actual construction of the sidewalks for these two projects. If the County should choose to submit two projects, the County is required to determine which project is priority and this must be submitted with the applications to FDOT.

Attachments: Not Applicable at this time.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Board to discuss the upcoming 2029-2030 funding cycle for the FDOT Shared-use Non-Motorized (SUN) Trail grant program.**
MEETING DATE REQUESTED:	**November 28, 2023**

Statement of Issue: Board to discuss the upcoming funding cycle of the FDOT 2029-2030 SUN Trail grant and possibly selecting a project to submit an application.

Recommended Action: Board to discuss upcoming SUN Trail funding cycle and a possible application submission.

Fiscal Impact: Not applicable at this time.

Budgeted Expense: Not applicable at this time.

Submitted By: Melody Cox, Grants Writer

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County has not previously submitted an application for funding assistance for a non-motorized shared used pedestrian and bicyclist trail within the SUN Trail network. Projects should be located within Florida Office and Greenways and Trails priority areas and are required to be a standard 12-foot-wide paved asphalt multi-use trail. Applications may be submitted for: feasibility studies, project development and environmental studies, design, construction, and rehabilitation of existing paved trails. The funding cannot be used for general maintenance. The County will be required to maintain all trails constructed with SUN Trail funds.

Attachments: Request For Funding (RFF) Guidance for the 2029-2030 FDOT Shared-Used Non-motorized (SUN) Trail

Florida Department of Transportation (FDOT)
Shared-Use Nonmotorized (SUN) Trail
REQUEST FOR FUNDING (RFF)
Guidance (2023)

The Florida Department of Transportation (FDOT) will solicit REQUEST FOR FUNDING (RFF) projects by the Shared-Use Nonmotorized (SUN) Trail program for inclusion in the work program development cycle through Fiscal Years 2029 / 2030. Approved project phases will become part of the Adopted Work Program on July 1, 2025. The solicitation cycle **opens September 27, 2023, and closes at 2:00 p.m., Eastern Standard Time (EST), December 20, 2023.** To be eligible for consideration applicants must **APPLY during the open solicitation cycle at:** flgap.com by submitting a complete RFF with all applicable project information, including required signatures and documentation for each eligible unfunded project phase, and the SUN Trail Cost Estimate (Excel), through the Grant Application Process online system (GAP) [FDOT Procedure 525-010-300 Chapter 4]. Funding is limited to the provisions of Section 339.81, F.S., the Florida Department of Financial Services (DFS) Catalog of State Financial Assistance (CSFA) Number 55.038, and FDOT Work Program Instructions (WPI). FDOT will not accept nor consider late proposals or any RFF not meeting and satisfying the provisions and SUN Trail Eligibility Criteria. FDOT will consider all phases of project development, including feasibility / initial planning; project development and environment (PD&E); design (PE); acquisition of real property / land / right-of-way (ROW); new construction, reconstruction or resurfacing of trail surfaces or bridges and maintenance (e.g., obligations for pavement, drainage, land stabilization and safety controls). Eligible applicants include all municipal, county, state, federal, and tribal governments, Metropolitan Planning Organizations, or other public land agencies with responsibility for trails.

RFF must meet and satisfy the SUN Trail Eligibility Criteria listed below:

1. A complete RFF, with all applicable project information, including required signatures for each eligible unfunded project phase must be received through GAP during an open solicitation and by the announced statewide deadline (FDOT Procedure 525-010-300, Chapter 4).
2. The project will be developed as a paved nonmotorized multi-use trail / two-directional Shared Use Path (SUP) within the SUN Trail network for bicyclists and pedestrians. At minimum this will include transmittal of an Aerial Location Map illustrating the project boundary, a Project Location Map illustrating connectivity to resources in the vicinity, the Typical Section schematic, and applicable information provided in the RFF.
    - The SUN Trail network aligns with the Florida Greenways and Trails System Plan's Priority Land Trail network, overseen by the Department of Environmental Protection's (DEP) Office of Greenways and Trails (OGT) [Chapter 260, F.S.], and includes connections to and through lands of the Florida Wildlife Corridor Act (Section 259.1055, F.S.)
    - FDOT Design Manual Topic 625-000-002 (FDM) [Chapter 224] defines on-system multi-use trails or SUP. FDOT Office of Design Topic 625-000-015 – the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Greenbook) [Chapter 9] defines off-system multi-use trails (or SUP)
    - Chapter 316, F.S. defines bicycles, pedestrians, and other nonmotorized use
3. The project must be a priority of the applicable authority. At minimum this will include transmittal of an adopted prioritization list of projects / supporting resolution and applicable information provided in the RFF.
    - Metropolitan Planning Organization (MPO) priority, [Section 339.175(8), F.S.]; Board of County Commissioners in nonmetropolitan areas [Section 339.135(4)(c)1, F.S.]

4. The project must have a long-term trail manager. At minimum this will include transmittal of applicable RFF information.
   - A non-FDOT governmental entity is formally committed to the regular operation and maintenance of the trail
5. There must be project concurrency. At minimum this will include transmittal of applicable RFF information.
   - Consistent with applicable comprehensive plan(s), transportation plan(s), capital improvement plan(s), long-term management plan(s), could also be part of a bicycle and pedestrian safety action plan(s) [being along the Network does not supersede location specific requirements]

SUN Trail funding is for the transportation element of a standard 12-foot-wide paved asphalt multi-use trail / SUP (note: decking on bridges allows for concrete and "diamond grind" design standard finish). Applicants must provide Local Funds if project attributes exceed the standard. Applicants must complete the SUN Trail Cost Estimate (Excel) and include it with the submittal in GAP. Applicants should not request funding for ineligible expenditures, which include but are not limited to the following:

- Benches, trail furniture, seating areas, or tables;
- Bicycle racks or lockers, bicycle air or repair stations;
- Buildings or enclosed structures, restrooms, bathhouses, comfort stations, wayside structures, shade structures, concession stands, overlooks, fishing platforms, boat ramps or launches, transit or ride share facilities, shelters, gazebos, or picnic pavilions;
- Kiosks, interpretive panels, or placemaking signs (safety controls are an allowable cost);
- Landscaping (trail stabilization is an allowable cost);
- Litter or recycle receptacles, or doggie bag dispensers;
- Parking areas, trailheads, or camping areas;
- Playgrounds or playing fields, fitness equipment or fitness structures;
- Promotional, marketing, or educational materials;
- Sculptures, monuments, or art; and
- Water fountains, splash zones, spigots, showers, water features, or irrigation equipment.

District Coordinators are available to assist:
fdot.gov/planning/systems/SunTrail/Contacts.shtm

SUN Trail RFF Checklist ***lettered items are required, bullets are recommendations and resources***	
Read	a. Section 339.81, F.S., Florida Shared-Use Nonmotorized Trail Network: www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0300-0399/0339/Sections/0339.81.html b. DFS CSFA Number 55.038: apps.fldfs.com/fsaa/searchcatalog.aspx • FDOT WPI (Part III – TRAILS, LOCATION, and LOCAL FUNDS chapters may be most helpful): fdot.gov/workprogram/development/wp-instructions.shtm
Login to the GAP during the open solicitation	a. Establish a user account before submitting the RFF. If you have not yet done so, complete the GAP registration process to obtain an account at: flgap.com. b. FDOT Procedure 525-010-300 - Chapter 4: fdot.gov/programmanagement/lap/lap-toc.shtm • System Support (*Monday – Friday, 8:00 a.m. – 5:00 p.m., EST)* 888-238-9707 or flgap@blackcatsupport.com • Other GAP resources: fdot.gov/programmanagement/lp/lp
Select the Applications tab, then Grant Opportunities, then SUN Trail and Apply (upload submittal)	a. Download and save the RFF Guidance (PDF), the RFF (PDF), and the SUN Trail Cost Estimates (Excel). Complete the RFF (project proposal) and the SUN Trail Cost Estimate (Excel). b. Upload and submit each saved and complete RFF with all required applicable information, including the required prioritization and required signatures, and the SUN Trail Cost Estimate (Excel) into GAP (online at: flgap.com) during the open solicitation period. **Applicants are strongly encouraged to make submissions in advance of the deadline.** Applicants may upload other optional materials, such as photographs of the project areas. FDOT will not consider any RFF not meeting and satisfying the provisions and SUN Trail Eligibility Criteria.
Part I. Applicant Information	a. Complete the requested information for the primary point-of-contact that will be in direct communication with FDOT to best answer questions about the specific project proposed.
Part II. Project Overview: Questions 1-4, 7	a. Complete the requested information for the specific project proposed.
Part II. Project Overview: Question 5	a. Provide the address or nearest cross streets, municipality, and zip code for the specific project proposed limits.
Part II. Project Overview: Question 6	a. If the project location is within FDOT ROW (on-system) applicants need to coordinate with the district well ahead of the solicitation deadline

Part III. Eligibility Criteria: Question 1	Geographic Area within the SUN Trail network [which aligns with the Florida Greenways and Trails System Plan's Priority Land Trail network, overseen by the DEP OGT (Chapter 260, F.S.) and includes connections to and through lands of the Florida Wildlife Corridor Act (Section 259.1055, F.S.)] to be developed as a paved multi-use trail for bicyclists and pedestrians. ***FGTS Priority Corridors officially approved by the Florida Greenways and Trails Council (FGTC) are eligible, it is possible that recent actions have not been incorporated into FDOT mapping tools (online here: fdot.gov/planning/systems/SunTrail/maps.shtm) but are available from OGT (online here: floridadep.gov/OGT)* a. Provide an Aerial Location Map clearly illustrating the project boundary and project termini / project limits. Label features (PDF file) b. Provide a Project Location Map clearly illustrating the vicinity within the SUN Trail network. Label features (PDF file) c. Provide the Typical Section schematic clearly depicting existing and proposed features. Label features (PDF file) • FDM Topic 625-000-002 (Chapter 913) provides information about Typical Section schematics: fdot.gov/roadway/FDM/Default.shtm • Chapter 316, F.S., defines bicycles, pedestrians, and other nonmotorized users: www.leg.state.fl.us/Statutes./index.cfm?App_mode=Display_Statute&URL=0300-0399/0316/0316ContentsIndex.html
Part III. Eligibility Criteria: Question 2	Prioritization Certification a. Indicate prioritization number b. Provide prioritization list c. Complete and sign Part VII
Part III. Eligibility Criteria: Question 3	Willing Manager Certification a. Complete and sign Part VIII
Part III. Eligibility Criteria: Question 4	Plan Compliance a. Indicate the type of plan(s), page number(s) and date(s) of adoption b. As applicable, provide documentation
Part IV. Project Details: Question 1	Project Tier • A project could be both Coast to Coast (C2C) and the St. Johns River-to-Sea Loop (SJR2C) • Projects that are classified as C2C and / or SJR2C are not classified as an "Individual Trail". Individual Trails are part of the statewide system and are important for connectivity and may be known as another regional system • FDOT SUN Trail Mapping: fdot.gov/planning/systems/SunTrail/maps.shtm • OGT resources: floridadep.gov/

Part IV. Project Details: Question 2	12-foot-wide asphalt trail. Projects less than 12 feet require FDOT Chief Planner approval regardless, if it is in FDOTs ROW (on-system) or outside of FDOT owned ROW (off-system) • FDM Topic 625-000-002 (Chapter 224) defines on-system multi-use trails or Shared Use Paths (SUP): fdot.gov/roadway/FDM • FDOT Topic 625-000-015 (Florida Greenbook, Chapter 9) defines off-system multi-use trails (or SUP): fdot.gov/roadway/floridagreenbook/fgb.shtm • FDOT Standard Plans: fdot.gov/design/standardplans/current/default.shtm • FDOT Specifications: fdot.gov/programmanagement/specs.shtm • FDOT Structures Design: fdot.gov/structures/default.shtm • FDM Topic 625-000-002 (Chapter 122) details Design Exceptions and Design Variations: https://www.fdot.gov/roadway/fdm/default.shtm
Part IV. Project Details: Question 3	a. Description / project scope / purpose and need [maximum 1,000 words]
Part IV. Project Details: Question 4	Previous funding; if applicable. a. Indicate phases and funding year, then indicate anticipated completion date; construction should only be selected reconstruction or maintenance b. If federal funds have been used or contemplated for use in the project boundary, the project is federalized, and all future phases must adhere to federal requirements: fdot.gov/environment c. If applicable, indicate the source of the federal allocation (e.g., Transportation Alternatives Set-Aside, Carbon Reduction, Recreational Trails Program, Land and Water Conservation Fund, etc.) d. If FDOT funds have been used in the project boundary, use a similar naming convention for the new project, and if applicable e. Provide financial management number(s): fdot.gov/workprogram/aboutowp.shtm
Part IV. Project Details: Question 5	a. Proposed project administration. When FDOT is the proposed project administrator, the project sponsor should call the District Trail Coordinator as soon as possible to discuss the proposal; if applicable contact information is online here: fdot.gov/planning/systems/SunTrail/contacts.shtm

Part V. Project Costs: Questions 1-2	a. Indicate the phases proposed for funding. b. Complete the summary table of the proposed funding and timeline. The "proposed year" is the earliest year the phase is ready for funding. Use Present Day Costs when inputting values. Provide funding costs for eligible project attributes, do not include ineligible expenditures (applicants must include matching funds if project attributes exceed the standard 12-foot-wide asphalt trail design). If applicable, indicate the match source. c. Projects within FDOT ROW (on-system) must utilize FDOT pay item numbers and descriptions. Use the Basis of Estimates Manual and historical cost information for the project area. • FDOT Estimate Documents and Publications: fdot.gov/programmanagement/estimates/documents/documents • Reference Guide for State Expenditures: www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf
Part V. Project Costs: Question 3	a. Complete and upload the SUN Trail Cost Estimate (Excel)
Part VI. Selection Criteria. Question 1	a. Safety; if applicable describe. • fdot.gov/Safety/
Part VI. Selection Criteria. Question 2	a. Regional, state, or national importance; if applicable describe. • Regional Trail Systems prioritized by FGTC: floridadep.gov/parks/ogt/content/florida-greenways-and-trails-council • Other Regional Trail Systems identified by OGT: floridadep.gov/sites/default/files/Statewide%20Regional.pdf • OGT Designations: floridadep.gov/parks/OGT/content/designations • National Recreational Trail: www.americantrails.org/national-recreation-trails • East Coast Greenway: www.greenway.org/
Part VI. Selection Criteria. Question 3	a. Other funds; if applicable provide additional details. • WPI Part III – LOCAL FUNDS chapter, may be applicable: fdot.gov/workprogram/development/wp-instructions.shtm
Part VI. Selection Criteria. Question 4	a. Blending transportation modes; if applicable describe. • Complete Streets: fdot.gov/roadway/default.shtm • Safe Routes to Schools: fdot.gov/Safety • Bicycle Friendly America: bikeleague.org/bfa • Walk Friendly Communities: walkfriendly.org/
Part VI. Selection Criteria. Question 5	a. Select the most appropriate response regarding construction.

Part VI. Selection Criteria. Question 6	a. Public support; if applicable describe. • Optional – in GAP upload additional documentation (e.g., public meeting notice, public responses, documentation of changes for improving the proposal from the input received, etc.)
Part VI. Selection Criteria. Question 7	a. Quality of life, economic opportunities, connectivity; if applicable describe. • Florida Wildlife Corridor: floridawildlifecorridor.org • Florida Geographic Data Library: fgdl.org • Florida Trail Town Program: floridadep.gov/parks/OGT/content/trail-town-program • Florida Scenic Highways: floridascenichighways.com/ • Rural Economic Development Initiative: www.floridajobs.org/business-growth-and-partnerships/rural-and-economic-development-initiative/rural-definition/rural-communities • Rural Areas of Opportunity: floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity
Part VI. Selection Criteria. Question 8	a. Enhances or preserves environmental resources; if applicable describe. • Florida Wildlife Corridor: floridawildlifecorridor.org • Florida Geographic Data Library: fgdl.org
Part VI. Selection Criteria. Question 9	a. Existing trail connections; if applicable describe. • SUN Trail Mapping: fdot.gov/planning/systems/SunTrail/maps.shtm • OGT Online Trail Guide: floridadep.gov/parks/OGT/content/online-trail-guide • Florida Geographic Data Library: fgdl.org
Part VI. Selection Criteria. Question 10	a. Cost savings; if applicable describe.