SUGGESTED AGENDA

AMENDED

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, DECEMBER 18, 2012
5:30 P.M.

201 E. GREEN STREET
TAYLOR COUNTY COURTHOUSE ANNEX
OLD POST OFFICE COMPLEX

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.

1. Prayer

2. Pledge of Allegiance

3. Approval of agenda

4. Approval of Minutes of July 19, 26, 31, August 6, 21, 27, 28, September 4, 10, 17 (5:30 PM), 17 (6:00 PM), 25 (5:00 PM), 25 (5:30 PM), October 1, 16, 19, 23, November 5, 20 and December 5, 2012. **(COPIES PROVIDED BY E-MAIL)**

5. **COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED AND CONSENT AGENDA ITEMS:**

CONSENT ITEMS:

ITEMS ON THE CONSENT AGENDA ARE ROUTINE OR TECHNICAL IN NATURE, HAVE BEEN PREVIOUSLY DISCUSSED BY THE BOARD, RESOLUTIONS OF A ROUTINE NATURE, AUTHORIZATION TO ADVERTISE ORDINANCES, PUBLIC HEARINGS, AND BID SPECIFICATIONS, ITEMS THAT HAVE A UNANIMOUS RECOMMENDATION OF THE PLANNING BOARD AND STAFF FOR APPROVAL, AND OTHER ITEMS AS AUTHORIZED BY THE BOARD (TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS RULES OF PROCEDURE, SECTION II, 14:(2)(c))

6. **THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE:**
   - **SCOP ROAD PROJECT (SOUTH RED PADGETT ROAD) FUND**
   - **SCRAP ROAD PROJECT (EAST RED PADGETT ROAD) FUND**
   - **GENERAL FUND (6)**
   - **FDOT GRANT/EDTPF (PAVING) FUND,**

   AS SUBMITTED BY COUNTY FINANCE.

7. **THE BOARD TO CONSIDER THE RELEASE OF FY 2012/2013 BUDGETED FUNDS, IN THE AMOUNT OF $52,900, AND EXECUTION OF MEMORANDUM OF AGREEMENT FOR SAID FY, AS REQUESTED BY APALACHEE CENTER.**

8. **THE BOARD TO CONSIDER THE RELEASE OF FY 2012/2013 BUDGETED FUNDS (PAYMENT #1), IN THE AMOUNT OF $12,500, AS REQUESTED BY THE TAYLOR COUNTY HEALTH DEPARTMENT (TCHD).**

9. **THE BOARD TO CONSIDER APPROVAL TO REMOVE SURPLUS ASSETS, AS REQUESTED BY GARY KNOWLES, D.C.**

10. **THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE AUTHORIZING A TRANSFER OF FUNDS FROM GENERAL FUND RESERVES TO THE COUNTY JAIL, FOR EMERGENCY REPAIRS, AS AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR.**

11. **THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING AMENDMENT #1 TO THE CORPORATE AIRPORT LEASE FOR BIG TOP MANUFACTURING, INC., AS AGENDAED BY THE ASSISTANT COUNTY ADMINISTRATOR.**

12. **THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING QUARTERLY FINANCIAL REPORTS FOR THE FY 2011 STATE HOMELAND SECURITY GRANT PROGRAM, AS AGENDAED BY THE ASSISTANT COUNTY ADMINISTRATOR.**

13. **THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING THE INMATE CATASTROPHIC MEDICAL INSURANCE PLAN, AS DISCUSSED AT THE NOVEMBER 20 BOARD MEETING, AND AGENDAED BY THE ASSISTANT COUNTY ADMINISTRATOR.**

14. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF BID SPECIFICATIONS/ADVERTISING FOR PURCHASE OF A BUILDING DEPARTMENT OPERATIONS VEHICLE, AS AGENDAED BY DANNY GRINER, COUNTY BUILDING OFFICIAL.

15. THE BOARD TO CONSIDER PAYMENT OF INVOICE IN THE AMOUNT OF $37,500, FOR EMERGENCY MEDICAL SERVICES (EMS) FOR THE MONTH OF NOVEMBER, 2012, AS REQUESTED BY DOCTORS' MEMORIAL HOSPITAL (DMH).

15A. THE BOARD TO CONSIDER APPROVAL OF PUBLIC OFFICIAL BOND FOR COMMISSIONER MALCOLM PAGE.

15B. THE BOARD TO CONSIDER APPROVAL OF PUBLIC OFFICIAL BOND FOR COMMISSIONER JIM MOODY.

BIDS/PUBLIC HEARINGS:

16. THE BOARD TO RECEIVE REQUEST FOR PROPOSALS FOR DISASTER DEBRIS MANAGEMENT SERVICES, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

17. THE BOARD TO RECEIVE BIDS FOR CONSULTING SERVICES FOR THE CREATION OF INDIVIDUAL DEPARTMENTAL COMPREHENSIVE EMERGENCY MANAGEMENT PLAN GUIDES, SET FOR THIS DATE AT 6:15 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

18. THE BOARD TO RECEIVE BIDS FOR CONSTRUCTION OF STEINHATCHEE BOAT RAMP PHASE II, SET FOR THIS DATE AT 6:20 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

PUBLIC REQUESTS:

19. CHRIS HOLLEY TO APPEAR TO DISCUSS THE FLORIDA ASSOCIATION OF COUNTIES (FAC).

20. CHRIS DOOLIN TO APPEAR TO DISCUSS THE SMALL COUNTIES COALITION.

21. THE BOARD TO CONSIDER ADOPTION OF A RESOLUTION IN OPPOSITION TO INTERNATIONAL AGREEMENTS (INCLUDING AGENDA 21) THAT LIMIT OR INFRINGE THE DOMESTIC RIGHTS OF U.S. CITIZENS.

22. **MADELYN COLLINS TO APPEAR TO REQUEST INFORMATION REGARDING THE COUNTY'S VISION 2060, U.N. AGENDA 21, AND THE DOWNTOWN BEAUTIFICATION PROJECT.**

23. **SCOTT FREDERICK, TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA), TO APPEAR TO PRESENT THE FY 2011/2012 AUDIT, AND TO REQUEST THE RELEASE OF FY 2012/2013 BUDGETED FUNDS.**

24. **GARY KNOWLES TO APPEAR REGARDING A REQUEST BY UPWARD BASKETBALL/CHEERLEADING SPORTS TO LEASE FOREST CAPITAL HALL.**

25. **SHIRLEY SCOTT TO APPEAR TO REQUEST LAND CLEARANCE FOR SPRING HILL CEMETERY USE.**

26. **CLAY OLSON, COUNTY EXTENSION DIRECTOR, TO APPEAR TO PRESENT THE TAYLOR COUNTY 4-H FY 2011/2012 AUDIT, AND TO REQUEST THE RELEASE OF FY 2012/2013 BUDGETED FUNDS.**

COUNTY STAFF ITEMS:

27. **THE BOARD TO CONSIDER SETTING TWO (2) PUBLIC HEARINGS TO DISCUSS AND RECEIVE PUBLIC INPUT FOR THE POSSIBLE SUBMISSION OF A GRANT APPLICATION TO THE UPCOMING 2013-2014 FLORIDA BOATING IMPROVEMENT PROGRAM (FBIP) FUNDING CYCLE, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.**

28. **THE BOARD TO CONSIDER APPROVAL OF CONFORMED DOCUMENTS WITH CONTRACT AND NOTICE TO PROCEED, WITH MUSIC CONSTRUCTION, INC. IN THE AMOUNT OF $877,844.00, FOR PHASE 2 OF THE RUNWAY 18/36 REHABILITATION PROJECT AT PERRY-FOLEY AIRPORT, AS AGENDAED BY THE GRANTS COORDINATOR.**

29. **THE BOARD TO CONSIDER APPROVAL OF VOLUNTEER FIRE ASSISTANCE GRANT APPLICATION TO THE FLORIDA FOREST SERVICE IN THE AMOUNT OF $8,536.00, AS AGENDAED BY THE GRANTS COORDINATOR.**

30. **THE BOARD TO CONSIDER APPROVAL OF GRIEVANCE PROCEDURES FOR THE LOCAL COORDINATING BOARD FOR THE TRANSPORTATION DISADVANTAGED, WHICH INCLUDE SPECIFIC PROCEDURES FOR HANDLING MEDICAID NON-EMERGENCY TRANSPORTATION GRIEVANCES AND/OR APPEALS AS REQUIRED**

BY THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, AS AGENDAED BY THE GRANTS COORDINATOR.

31. THE BOARD TO CONSIDER APPROVAL OF THE BY-LAWS FOR THE 2013 LOCAL COORDINATING BOARD FOR THE TRANSPORTATION DISADVANTAGED, AS AGENDAED BY THE GRANTS COORDINATOR.

32. THE BOARD TO CONSIDER SETTING 2 PUBLIC HEARINGS TO DISCUSS AND RECEIVE PUBLIC INPUT FOR THE POSSIBLE SUBMISSION OF A GRANT APPLICATION TO THE HAZARD MITIGATION GRANT PROGRAM OPENING FOR TROPICAL STORM DEBBY, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR.

33. THE BOARD TO CONSIDER APPROVAL OF FY 2012 STATE HOMELAND SECURITY GRANT PROGRAM AGREEMENT, AS AGENDAED BY THE EMERGENCY MANAGEMENT DIRECTOR.

GENERAL BUSINESS:

34. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE 2013 BOARD CALENDAR.

35. THE BOARD TO REVIEW, DISCUSS, AND FINALIZE COMMITTEE APPOINTMENTS FOR 2013.

COUNTY ADMINISTRATOR ITEMS:

36. THE BOARD TO RECEIVE A RETURN OF PREMIUM PAYMENT, IN THE AMOUNT OF $25,659.00, FROM THE FLORIDA MUNICIPAL INSURANCE TRUST.

37. THE BOARD TO CONSIDER AUTHORIZING THE CHAIR TO SIGN THE CONTRACT AGREEMENT FOR PROFESSIONAL AIRPORT GENERAL CONSULTING SERVICES WITH AVCON, INC., AS SELECTED BY THE BOARD AND NEGOTIATED BY THE COUNTY ADMINISTRATOR.

38. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

BOARD INFORMATIONAL ITEMS:

Examination and approval of invoices

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

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.

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED ITEM WILL BE GIVEN FIVE (5) MINUTES FOR COMMENT. THOSE REQUIRING ADDITIONAL TIME FOR COMMENT ON AGENDAED ITEMS MAY REQUEST AN ADDITIONAL 5 MINUTES BEFORE THE BOARD APPROVES THE AGENDA.

ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING A NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.

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 DUSTIN HINKEL, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.

6

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 **SCOP ROAD PROJECT (South Red Padgett Road) FUND** for the fiscal period ending September 30, 2013, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SCOP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2013.

Amount	**Account**	**Account Name**
$172,061	164-3344905	SCOP Grant
		SCOP Project/S.Red Padgett Rd-
$171,811	0323-53401	Contractual Services
$ 0	0323-53101	Professional Services
$ 250	0323-54902	Legal Advertising
$172,061	Total Expenditures	

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 18th day of December, 2012 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

Sign

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

(Balance of Grant @ FYE 2012 in excess of 2012/2013 budget)

Tammy Taylor

From: Kenneth Dudley <county.engineer@taylorcountygov.com>
Sent: Tuesday, November 13, 2012 9:54 AM
To: Tammy Taylor
Cc: Dustin Hinkel; Jack Brown
Subject: RE: SCOP GRANT S. Red Padgett Road

I was preparing agenda items this morning and realized that I had not reduced the two cost centers for the August reimbursements. I have highlighted the revised numbers. The following is correct after removing $667.50 from East and $567.50 from South.

	0323 - South Red Padgett				0324 - East Red Padgett		
	current	adjust	final		current	adjust	final
53101 - Professional Services	28,800.00	-	28,800.00		21,600.00	-	21,600.00
53401 - Contractual Services	700,880.00	171,811.00	872,691.00		375,000.00	101,386.00	476,386.00
54902 - Legal Services	-	250.00	250.00			250.00	250.00
Total	729,680.00	172,061	901,741.00		396,600.00		498,236.00

Kenneth Dudley, P.E.

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

From: Kenneth Dudley
Sent: Friday, November 09, 2012 3:42 PM
To: 'Tammy Taylor'
Cc: Dustin Hinkel; Jack Brown
Subject: RE: SCOP GRANT S. Red Padgett Road

Working on the information for both projects for you. I have attached the current time provisions.

Current remaining reimbursable amounts are as follows:

East Red Padgett Rd: FIN ID 424166.1.58.01 = $498,903.50 in Cost Center 0324
South Red Padgett Rd: FIN ID 424174-1-58-01 = $902,248.50 in cost Center 0323

	0323 - South Red Padgett				0324 - East Red Padgett		
	current	adjust	final		current	adjust	final
53101 - Professional Services	28,800.00	-	28,800.00		21,600.00	-	21,600.00
53401 - Contractual Services	700,880.00	172,318.50	873,198.50		375,000.00	102,053.50	477,053.50
54902 - Legal Services	-	250.00	250.00			250.00	250.00

SUNGARD PENTAMATION, INC.
DATE: 11/21/2012
TIME: 10:19:05

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='0323'
ACCOUNTING PERIOD: 2/13

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

FUND-164 SCOP PROJ.FD/S.RED PADGET
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0323 SCOP/S.RED PADGETT RD

2012/2013 FY

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	28,800.00	.00	.00	.00	28,800.00	.00
53401	CONTRACTUAL SERVICES	700,880.00	.00	.00	.00	700,880.00	.00
54902	LEGAL ADVERTISING	.00	.00	.00	.00	.00	.00
	TOTAL SCOP/S.RED PADGETT RD	729,680.00	.00	.00	.00	729,680.00	.00
	TOTAL SCOP PROJ.FD/S.RED PADG	729,680.00	.00	.00	.00	729,680.00	.00
TOTAL REPORT		729,680.00	.00	.00	.00	729,680.00	.00

Actual/Budget
Should Be $901,741 (Balance @ 9/30/12 FYE)

Amend 2013
Budget By $172,061

11-21-12

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 **FDOT Grant/EDTPF(Paving)FUND** for the fiscal period ending September 30, 2013, 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 **FDOT Grant/EDTPF FUND** budget for the fiscal year ending September 30, 2013.

Amount	**Account**	**Account Name**
$1,400,000	168-3344907	FDOT/EDTPF Grant
$1,379,000	0328-53401	Contractual Services
$ 20,000	0328-53101	Professional Services
$ 500	0328-54902	Legal Advertising
$ 500	0328-54907	License/Permits/Registrations
$1,400,000	Total Expenditures	

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 18th day of December, 2012 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

(New Grant for 2012/2013 Budget – ***Economic Development Transportation Project***)

Tammy Taylor

New FDOT Grant

EDTPF (PAVING) Grant

From: Dustin Hinkel <dustin.hinkel@taylorcountygov.com>
Sent: Thursday, December 06, 2012 2:32 PM
To: Tammy Taylor
Cc: Jack Brown; Kenneth Dudley
Subject: Taylor County EDTPF Agreement
Attachments: SKMBT_50112102215340.pdf

Fund 168 #0328

Hi Tammy,

We need to set up a new cost center for this fully executed grant agreement. The grant amount is $1.4 million, expires 12/31/14, and it is 100% reimbursable. We will need the cost center to be budgeted:

53101 - $20,000
53401 - $1,379,000
54902 - $500
54907 - $500

$4,400,000

Please let me know if you need anything else.

Thanks!

= Grant Total
168 – 3344907
(FDOT Grant – EDTPF)

Dustin Hinkel

Assistant County Administrator
Emergency Management Director
Taylor County Board of County Commissioners

Office
201 E Green Street
Perry, FL 32347
850-838-3500 ext 7 Office
850-838-3501 Fax
850-672-0830 Cell

EOC
591 East US Highway 27
Perry, Florida 32347
850-838-3575 Phone
850-838-3523 Fax

dustin.hinkel@taylorcountygov.com
http://www.taylorcountygov.com

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 South Marion Avenue
Lake City, FL 32025-5874

ANANTH PRASAD, P.E.
SECRETARY

October 22, 2012

The Honorable Patricia Patterson, Chair
Taylor County Board of County Commissioners
201 E. Green Street
Post Office Box 620
Perry, Florida 32348

Subject: Economic Development Transportation Project Fund Agreement (EDTPF)
Turn lanes on US 19/98/27A at W&L Road & Fulford Bridge Road & the realignment / reconstruction of W&L Road to align with Fulford Bridge Road
Financial Project ID: 432486-1-58-01

Dear Chair Patterson:

Enclosed for your file is a fully executed copy of the Economic Development Transportation Project Fund Agreement to facilitate the design, construction and construction engineering and inspection of turn lanes on US 19/98/27A at W&L Road & Fulford Bridge Road and the realignment / reconstruction of W&L Road to align with Fulford Bridge Road in Taylor County, Florida. This letter serves as your **Notice to Proceed** with design services. The contract beginning date is October 25, 2012 with an ending date of December 31, 2014. Any work performed prior to October 25, 2012 is **not** eligible for reimbursement.

Please submit 30, 60, 90% plans and proposed advertisement to the Department for approval prior to advertising for construction services.

The County is not authorized to proceed with construction services until plans have been reviewed and approved by the Department.

After bids are opened submit the Engineer's Estimate and the Bid of the Apparent Lowest, Responsive Bidder for the Department's concurrence and recommendation of award.

To expedite reimbursement, invoices should be sent directly to Ms. Kim Evans at 1109 South Marion Avenue, Lake City, Florida, 32025-5874. Invoices should be submitted in detail sufficient for a proper pre-audit and post-audit. Please remember that Taylor County is responsible for bearing all expenses in excess of the amount the Department agrees to participate **($1,400,000.00)**.

Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7745.

Sincerely,

Katrina Sadler

Katrina Sadler
District Programs Administrator

KS:ke
Enclosures

CC: Mr. Jack Brown, Taylor County Administrator

Financial Management No. 432486-1-58-01 Contract No. AQT36 CSFA No. 55.032

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
ECONOMIC DEVELOPMENT TRANSPORTATION
PROJECT FUND AGREEMENT
(ON-SYSTEM)

This Economic Development Transportation Project Fund Agreement (On-System) ("Agreement") is entered into this 22nd day of October, 2012 between the State of Florida, Department of Transportation ("FDOT") and Taylor County Board of County Commissioners ("Agency"). FDOT and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. The Agency has applied for a grant from FDOT's Economic Development Transportation Project Fund ("EDTPF") on behalf of AMTEC Less-Lethal Systems ("EDTPF Business")

B. FDOT has determined that the transportation project described in the EDTPF Application, incorporated by reference in this Agreement and attached as **Exhibit "A"** and referred to as the "Project," is necessary to facilitate the economic development and growth of the State and it is authorized by Section 339.2821, Florida Statutes, to approve an expenditure to the Agency for the direct costs of the Project.

C. The Agency by Resolution No. N/A dated the 19th day of October 2012, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

D. The Project is for the construction of a new or expanding business and 100 full-time permanent jobs will result from the Project.

E. The Agency is prepared to complete the Project at an estimated total cost of **($1,400,000.00)** One million, four hundred thousand dollars and no/100%.

F. FDOT is prepared to provide **($1,400,000.00)** One million, four hundred thousand dollars and no/100% towards the total cost of construction of the Project as more fully described in Section 7.0.

AGREEMENT

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1.0 RECITALS: The recitals above are true and correct and are made a part of this Agreement.

2.0 TERM: The term of this Agreement shall commence upon execution ("Effective Date") and continue through **December 31, 2014**, unless terminated at an earlier date as provided in this Agreement. If the Agency

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 **SCRAP ROAD PROJECT (East Red Padgett Road) FUND** for the fiscal period ending September 30, 2013, 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 **SCRAP ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2013.

Amount	Account	Account Name
$101,636	165-3344906	SCRAP Grant
		SCRAP Project/E.Red Padgett Rd-
$101,386	0324-53401	Contractual Services
$ 0	0324-53101	Professional Services
$ 250	0324-54902	Legal Advertising
$101,636	Total Expenditures	

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 18th day of December, 2012 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

Sign

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

(Balance of Grant @ FYE 2012 in excess of 2012/2013 Budget)

Tammy Taylor

From: Kenneth Dudley <county.engineer@taylorcountygov.com>
Sent: Tuesday, November 13, 2012 9:54 AM
To: Tammy Taylor
Cc: Dustin Hinkel; Jack Brown
Subject: RE: SCOP GRANT S. Red Padgett Road

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53401 - Contractual Services	700,880.00	171,811.00	872,691.00		375,000.00	101,386.00	476,386.00
54902 - Legal Services	-	250.00	250.00			250.00	250.00
Total	729,680.00		901,741.00		396,600.00	101,636	498,236.00

✓

11-20-12

Kenneth Dudley, P.E.

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Cc: Dustin Hinkel; Jack Brown
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South Red Padgett Rd: FIN ID 424174-1-58-01 = $902,248.50 in cost Center 0323

	0323 - South Red Padgett				0324 - East Red Padgett		
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53401 - Contractual Services	700,880.00	172,318.50	873,198.50		375,000.00	102,053.50	477,053.50
54902 - Legal Services	-	250.00	250.00			250.00	250.00

SUNGARD PENTAMATION, INC.
DATE: 11/21/2012
TIME: 10:33:59

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key_orgn='0324'
ACCOUNTING PERIOD: 2/13

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

FUND-165 SCRAP PROJ/E.RED PADGET
FUNCTION-540 TRANSPORTATION
ACTIVITY-541 ROAD & STREET FACILITIES
TOTL/DEPT-0324 SCRAP/E.RED PADGETT RD

2012/2013

ACCOUNT	- - - - - TITLE - - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
53101	PROFESSIONAL SERVICES	21,600.00	.00	.00	.00	21,600.00	.00
53401	CONTRACTUAL SERVICES	375,000.00	.00	.00	.00	375,000.00	.00
54902	LEGAL ADVERTISING	.00	.00	.00	.00	.00	.00
	TOTAL SCRAP/E.RED PADGETT RD	396,600.00	.00	.00	.00	396,600.00	.00
	TOTAL SCRAP PROJ/E.RED PADGET	396,600.00	.00	.00	.00	396,600.00	.00
TOTAL REPORT		396,600.00	.00	.00	.00	396,600.00	.00

Actual/Budget should be $498,236 (Balance @ FYE 9/30/2012)

0.0

Amended 2012/2013 Budget Bgn + $101,636

0.0

11-21-12

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 **GENERAL FUND** for the fiscal period ending September 30, 2013, 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 **GENERAL FUND** budget for the fiscal year ending September 30, 2013.

Amount	**Account**	**Account Name**
Revenue:		
$32,720	001-3342007	911 Rural County Maintenance(Fall)Grant
Expenditures:		
$32,720	0255-56400	Capital Outlay-Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 18th day of December, 2012 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

Jigu

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

(New Grant Awarded for 2013 FY)

Memorandum

To: Tammy Taylor, County Finance

CC: Dustin Hinkel, Assistant County Administrator

From: Rena' Courtney, 911 Coordinator

Date: 11/20/2012

Re: Budget Amendment for new maintenance grant

I am requesting a budget amendment for the E911 Maintenance Grant received on November 5, 2012. Please budget as follows:

56400 Capital Outlay Equipment	$32,720.00

If you have any questions, please don't hesitate to call.

Florida E911 Board
4030 Esplanade Way
Tallahassee, Florida 32399-0950
Tel: 850-922-7451
Fax: 850-488-9837
http://florida911.myflorida.com/

October 22, 2012

Taylor County Board of County Commissioners
ATTN: Finance & Accounting
P.O. Box 620
Perry, FL 32348

Subject: 2012/2013 Rural County Fall Program Award

Dear Taylor County Board of County Commissioners:

The State of Florida E911 Board thanks you for submitting the grant request for funding to better improve the E911 system serving your county. The Board is pleased to inform that the grant request was unanimously approved.

The following provides details concerning your specific request:

[redacted]	[redacted]	[redacted]	[redacted]
$32,720.00	$32,720.00	12-10-19	E911 Maintenance
Total Grant Award:	$32,720.00		

The Florida Single Audit Act was established by the 1981 Legislature in Chapter 215.97, F.S., which became effective on July 1, 2000. The Board as an awarding agency and the County as a recipient must comply with the requirements of this Act. Please reference attached Sections 5, 6 and 7 of the Florida Single Audit Act which is also available at the following web site address:

https://apps.fldfs.com/fsaa/statutes.aspx

Revenue: 001-334 2007
Expenditure: 0255 (911 Rural County Maint. Grant)

Board Members:
Christopher J. Campbell • L. Carolyn Dill-Collier • Charles C. Freeman • Benjamin S. Guthrie
Stan L. Greer • Marilyn M. Haroutunian • Sandra A. Khazraee • Ira U. Pyles

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
72-202344001-72900100-00-05561000	720000	00	D3000242719	7500	11/05/12	0471703

PAYMENT AMOUNT
$ 32,720.00

AGENCY DOCUMENT NO
VA00811

TAYLOR COUNTY
PO BOX 620
PERRY FL 32348

PLEASE DIRECT QUESTIONS TO: (850) 488-3053, DEPARTMENT OF MANAGEMENT SERVICES

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT HTTP://FLAIR.DBF.STATE.FL.US

INVOICE NUMBER	AMOUNT
E91112/13	$ 32,720.00

E911 Fall Grant (2012/2013) 001-334-2007

RECEIVED

Grant 1/9/12

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC

FLAIR ACCOUNT CODE	SWDN	ADN	OBJECT	DATE	WARRANT NO	63-1012 / 632
72-202344001-72900100-00-05561000	D3000242719	VA00811	7500	11/05/12	34-0471703-0	

OLO 720000 SITE 00 CONTACT (850) 488-3053 FOR PAYMENT QUESTIONS VOID AFTER 12 MONTHS

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

4-17 851 78

PAY

THIRTY-TWO-THOUSAND-SEVEN-HUNDRED-TWENTY & 00/100 DOLLARS

AMOUNT
$****32,720.00

EXPENSE WARRANT

TO THE ORDER OF
TAYLOR COUNTY
PO BOX 620
PERRY FL 32348

TO: DIVISION OF TREASUR
TALLAHASSEE

JEFF ATWATER, CHIEF FINANCIAL OFFICER

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 **GENERAL FUND** for the fiscal period ending September 30, 2013, 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 **GENERAL FUND** budget for the fiscal year ending September 30, 2013.

Amount	**Account**	**Account Name**
Revenue:		
$250,078	001-3899010	Cash Brought Forward
Expenditures:		E911 Equipment Replacement Grant
$250,078	0810-56400	Capital Outlay - Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 18th day of December, 2012 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____ Sign

Annie Mae Murphy, Clerk-Auditor Chairman

(E911 Equipment Replacement Grant Received 2011 FY—unspent at FYE 2012, and not budget in 2013)

Memorandum

To: Tammy Taylor, County Finance

CC: Dustin Hinkel, Assistant County Administrator

From: Rena' Courtney, 911 Coordinator

Date: 11/20/2012

Re: Budget Amendment for 0810

~~Dept~~ (# 0810)

I am requesting a budget amendment for the E911 System Replacement Grant as it has not been installed yet. Please budget as follows:

56400 Capital Outlay Equipment	$250,078.00

If you have any questions, please don't hesitate to call.

001-389010 Cash Brought Forward (*)

(*) grant check/warrant was received & deposited on 8/17/11 11-21-12

SUNGARD PENTAMATION, INC.
DATE: 11/21/2012
TIME: 09:59:55

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

SELECTION CRITERIA: 1=1 expledgr.key_orgn='0810'
ACCOUNTING PERIODS: 1/12 THRU 13/12

SORTED BY: FUND,FUNCTION,ACTIVITY,TOTL/DEPT,ACCOUNT

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
FD/DEPT - 0810 - E911 SYSTEM REPLACE.GRANT

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
001-520-525-0810-0810 - E911 SYSTEM REPLACE.GRANT									
56400 CAPITAL OUTLAY-EQUIPMENT					.00	.00	.00	BEGINNING BALANCE	
01/26/12	11-4				.00				
02/06/12	13-5				250,078.00 Budgeted			AMEN 2011CF	
07/03/12	17-10	20121164-01		5578 AK ASSOCIATES, I			47,320.00	FREQUENTIS PROTECT I3 HAR	
07/03/12	17-10	20121164-02		5578 AK ASSOCIATES, I		encumbered	126,410.00	FREQUENTIS PROTECT I3 SOF	
07/03/12	17-10	20121164-03		5578 AK ASSOCIATES, I			26,470.00	FREQUENTIS PROTECT I3 MOB	
07/03/12	17-10	20121164-04		5578 AK ASSOCIATES, I			16,669.00	FREQUENTIS PROTECT I3 SPA	
07/03/12	17-10	20121164-05		5578 AK ASSOCIATES, I			33,177.00	FREQUENTIS PROTECT I. SER	
09/30/12	21-13	20121164-01		5578 AK ASSOCIATES, I		.00	-47,320.00	FREQUENTIS PROTECT I3 HAR	
09/30/12	21-13	20121164-02		5578 AK ASSOCIATES, I		o/s encumbrance	-126,410.00	FREQUENTIS PROTECT I3 SOF	
09/30/12	21-13	20121164-03		5578 AK ASSOCIATES, I		20,1[illegible] to	-26,470.00	FREQUENTIS PROTECT I3 MOB	
09/30/12	21-13	20121164-04		5578 AK ASSOCIATES, I		.00	-16,669.00	FREQUENTIS PROTECT I3 SPA	
09/30/12	21-13	20121164-05		5578 AK ASSOCIATES, I		FY[illegible] .00	-33,177.00	FREQUENTIS PROTECT I. SER	
TOTAL CAPITAL OUTLAY-EQUIPMENT					250,078.00	.00	.00		250,078.00
TOTAL TOTL/DEPT - E911 SYSTEM REPLACE.GRANT					250,078.00	.00	.00		250,078.00
TOTAL FUND - GENERAL FUND					250,078.00	.00	.00		250,078.00
TOTAL REPORT					250,078.00	.00	.00		250,078.00

FYE 2012

To Reverse a P.O. in 2013 FY

11-21-12

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

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 **GENERAL FUND** for the fiscal period ending September 30, 2013, 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 **GENERAL FUND** budget for the fiscal year ending September 30, 2013.

Amount	**Account**	**Account Name**
Revenue:		
$9,500	001-3342020	State Homeland Security Grant
Expenditures:		
$5,000	0249-53401	Contractual Services
$4,500	0249-56402	Capital Outlay-Software

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 18th day of December, 2012 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

(New Homeland Security Grant for 2013 Budget)

Tammy Taylor

From: Dustin Hinkel <dustin.hinkel@taylorcountygov.com>
Sent: Friday, November 30, 2012 8:30 AM
To: Cindy Mock; Tammy Taylor
Cc: Stephen Spradley
Subject: State Homeland Security Grant FY 11
Attachments: 121130_13DS306_Contract_EXECUTED.pdf

#0349 – State Homeland Security Grant

Good Morning,

I have attached for your records our newest fully executed SHSGP grant. This will require a new cost center to be setup. It will need to be budgeted $5000 to Contractual Services (53401) and $4500 to Capital Outlay – Software (56402). This a 100% reimbursable grant.

Thanks!

Dustin Hinkel

Assistant County Administrator
Emergency Management Director
Taylor County Board of County Commissioners

Office	EOC
201 E Green Street	591 East US Highway 27
Perry, FL 32347	Perry, Florida 32347
850-838-3500 ext 7 Office	850-838-3575 Phone
850-838-3501 Fax	850-838-3523 Fax
850-672-0830 Cell	

dustin.hinkel@taylorcountygov.com
http://www.taylorcountygov.com

= grant award amt
001-334-2020

Please note: Florida has a very broad public records law. Most written communications to or from public officials regarding public business are available to the media and public upon request. Your e-mail communications may be subject to public disclosure.

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program

Federal agency: Domestic Security

Catalog of Federal Domestic Assistance title and number: 97.067

Award amount: $9,500.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what activities/services/purposes the federal resources must be used for)*: Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2011-12 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy.

2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources:* Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

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 **GENERAL FUND** for the fiscal period ending September 30, 2013, 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 **GENERAL FUND** budget for the fiscal year ending September 30, 2013.

Amount	**Account**	**Account Name**
$89,599	001-3899010	General Fund-Cash Brought Forward
$89,599	0237-59922	911 Wireless Supplemental Funds-Sinking Fund

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 18th day of December 2012, at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

(Represents balance of 911 Grant Funds @ 9/30/12 - not included in the 2013 FY budget)

911 WIRELESS SUPPLEMENTAL GRANT FUNDS (#0237)

BEGINNING BALANCE 10/1/11			$	139,161.83
RECEIPTS	(12 months posted)		$	57,929.00
monthly supplemental (12months)		$ 47,929.00		
special disbursement		$ 10,000.00		
EXPENDITURES				
OPERATING		$ (6,567.83)		
TRANSFER TO SHERIFF		$ (14,830.29)		
CAPITAL OUTLAY		$ (19,893.20)	$	(41,291.32)
ENDING BALANCE 9/30/2012			**$**	**155,799.51** Actual

(*) This amount is reserved on the balance sheet (001-2470019) at FYE.

Budgeted CF
2013 FY
$ 66,200

Prepared By: Tammy Taylor, Finance Director (11/29/12)

excess CF
+ $89,599
To amend 2013
Budget

11-30-12

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 **GENERAL FUND** for the fiscal period ending September 30, 2013, 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 **GENERAL FUND** budget for the fiscal year ending September 30, 2013.

Amount	Account	Account Name
$15,714	001-3899010	General Fund-Cash Brought Forward
$15,714	0227-59922	E911 Funds - Sinking Fund

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 18th day of December 2012, at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

(Represents balance of E911 Funds @ 9/30/12 - not included in the 2013 FY budget)

EMERGENCY 911 FUND (#0227)

BEGINNING BALANCE 10/1/11			$ 34,062.75
RECEIPTS			
911 ACCESS FEE/LOCAL EXCH	(12 months posted)		$ 46,522.58
EXPENDITURES			$ (31,593.03)
OPERATING EXPENSE	$	(1,593.43)	
CAPITAL OUTLAY	$	-	
subtotal	$	(1,593.43)	
TRANSFER TO SHERIFF - Expenditures incurred by Sheriff for 911 Coordinator (salaries & benefits)	$	(29,999.60)	
ENDING BALANCE 9/30/2012			**$ 48,992.30** (*)

(This balance does not include 911 Wireless/State or 911 Supplemental Wireless/State funds, which are reported separately)

(*) This amount is reserved on the balance sheet (001-2470009).

Prepared By: Tammy Taylor, Finance Director (11/29/12)

Budgeted "Carry-forward" $ 33,278

To Increase/Amend 2013 Budget for excess $ 15,714

0.00

0.00

0.0

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 **GENERAL FUND** for the fiscal period ending September 30, 2013, 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 **GENERAL FUND** budget for the fiscal year ending September 30, 2013.

Amount	Account	Account Name
$4,169	001-3899010	General Fund-Cash Brought Forward
$4,169	0239-59922	911 Wireless State Funds Sinking Fund

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 18th day of December 2012, at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

_____ _____

Annie Mae Murphy, Clerk-Auditor Chairman

(Represents balance of 911 Grant Funds @ 9/30/12 - not included in the 2013 FY budget)

911 WIRELESS STATE FUNDS (#0239)

BEGINNING BALANCE 10/1/11			$ 66,012.26
RECEIPTS	(12 months posted)		$ 36,071.00
EXPENDITURES			
OPERATING		$ (37,395.28)	
CAPITAL OUTLAY		$ (27,518.50)	$ (64,913.78)
ENDING BALANCE 9/30/2012			**$ 37,169.48**

(*) This amount is reserved on the balance sheet (001-2470023) at FYE.

2013 Budgeted "Carry-forward" $ 33,000

Prepared By: Tammy Taylor, Finance Director (11/29/2012)

$ +4169 To Increase/amend 2013 Budget

7

APALACHEE
CENTER

CHIEF EXECUTIVE OFFICER
Jay A. Reeve, Ph.D.

November 21, 2012

Ms. Tammy Taylor
Taylor County Finance Director
Post Office Box 620
Perry, Florida 32348

Dear Ms. Taylor:

Enclosed herewith is the Memorandum of Agreement between Taylor County and Apalachee Center, Inc. Please return a signed copy to my attention so that we will have one for our files. I would also like to request the contract amount of $52,900. ✓ 0390-53401

If you have any questions or need additional information, please call me at (850) 523-3231.

Sincerely,

(Budget approved By BCC for 2013)

Dale Layfield

Dale S. Layfield
Senior Accountant

Enclosure

(agenda / Consent 12/18/12) 88

APALACHEE
CENTER

CHIEF EXECUTIVE OFFICER
Jay A. Reeve, Ph.D.

MEMORANDUM OF AGREEMENT
TO PROVIDE MATCHING FUNDS

This agreement is between Apalachee Center, Inc. (ACI) and Taylor County (the County).

Whereas, ACI is the designated public receiving facility for the county and as such, maintains crisis stabilization and detoxification services available on a 24 hour basis, and

Whereas, the County acknowledges that the majority of patients accessing the aforementioned services are medically indigent and afford no means of generating the required matching funds.

Now, therefore, ACI and the County mutually agree to the following:

1.) ACI will furnish the County with monthly statements which reflect the County's match requirement for crisis stabilization and detoxification services calculated based upon actual expenditures and County utilization statistics.

2.) County agrees to pay ACI a lump sum of $52,900 to cover the estimated match requirement for crisis stabilization and detoxification services provided to County residents, for Fiscal 12/13.

3.) In the event that the lump sum payment of $52,900 exceeds the actual match requirement, ACI will credit the excess to the following fiscal year.

Virginia H. Kelly 11/21/12

Representative Date
Taylor County Board of
County Commissioners

Representative Date
Apalachee Center, Inc.

Rick Scott
Governor

FLORIDA DEPARTMENT OF HEALTH

John H. Armstrong, MD, FACS
Surgeon General & Secretary

December 1, 2012

Ms. Tammy Taylor
Finance Director
Taylor County Board of County Commissioners
PO Box 620
Perry, FL 32348

Dear Ms. Taylor:

This letter is to request payment of the County contribution to the Taylor County Health Department for the first quarter of the contract period October 1, 2012 through September 30, 2013 in the amount of **$12,500.00**.

PAYMENT NUMBER	*DUE DATE*	*AMOUNT*
Payment #1	January 1, 2013	$12,500.00 ✓ 0380 - 58110
Payment #2	April 1, 2013	$12,500.00
Payment #3	July 1, 2013	$12,500.00
Payment #4	October 1, 2013	$12,500.00
Annual contribution per contract year 2012-2013:	Budget approved by BCC for 2013	$50,000.00

Please mail payment to: Taylor County Health Department
1215 North Peacock Avenue
Perry, FL 32347

We appreciate the contribution that the Board makes to the Health Department and the citizens of Taylor County. Should you have any questions, please feel free to contact me at 584-5087, ext. 142.

Sincerely,

Stephen C. Tullos

Stephen C. Tullos, Administrator
Taylor County Health Department

Taylor County Health Department
1215 North Peacock Avenue
Perry, Florida 32347

Stephen C. Tullos
Administrator
(850) 584-5087

Commission Meeting 12/18/12

Date: 12/11/2012

Surplus Assets for Board Approval 12/18/2012

Asset Id	Asset Description	Acquisition Date	Initial Cost	User Defined Field1	Department
3009	SEC.CHAIR, WALNUT FRAME	4/25/1989 12:00AM	289.00		0380
3011	EXEC.CHAIR, WALNUT FRAME	4/25/1989 12:00AM	369.00		0380
3020	E K G E500TW	7/10/1989 12:00AM	7350.00		0380
3089	MICROSCOPE	4/25/1989 12:00AM	3457.00		0380
3236	REFRIDGERATOR	12/18/1990 12:00AM	569.00		0380
3615	VACUUM PUMP	12/15/1993 12:00AM	285.00	1.3 CFM, 115V, 60HZ	0380
3630	PRINTER	3/17/1994 12:00AM	441.00		0380
3732	19" TV/VCR	6/8/1994 12:00AM	399.97		0380
4090	PRINTER	10/1/1995 12:00AM	835.00		0380
4091	PRINTER	10/1/1995 12:00AM	835.00		0380
4196	PRINTER	1/27/1997 12:00AM	486.30		0380
4475	THERMAL PRINTER	10/1/1997 12:00AM	700.00		0380
4488	THERMAL PRINTER	1/8/1998 12:00AM	700.00		0380
4489	THERMAL PRINTER	1/8/1998 12:00AM	700.00		0380
4490	THERMAL PRINTER	1/8/1998 12:00AM	700.00		0380
4541	COPIER	9/30/1998 12:00AM	7271.00		0902
4675	DESKJET 890CXI COLOR PRINTER	10/7/1998 12:00AM	366.72		0380
4680	TV-VCR	10/1/1998 12:00AM	319.00		0380
5091	HP LASER JET PRINTER	8/22/2000 12:00AM	698.15		0380
5507	HEWLETT PACKARD PRINTER	3/11/2002 12:00AM	1283.00		0380
5516	DELL MONITOR	3/11/2002 12:00AM	300.00		0380
5537	LABEL PRINTER	10/1/2001 12:00AM	390.00		0380
5790	SWITCH	3/17/2003 12:00AM	1608.62		0380
5791	SWITCH	3/17/2003 12:00AM	1608.62		0380
5794	PRINTER	3/17/2003 12:00AM	390.00		0380
5798	PRINTER	3/17/2003 12:00AM	390.00		0380

6

Date: 12/11/2012

Surplus Assets for Board Approval 12/18/2012

Asset Id	Asset Description	Acquisition Date	Initial Cost	User Defined Field1	Department
5805	WORKSTATION	3/17/2003 12:00AM	699.00		0380
5808	MONITOR	3/17/2003 12:00AM	300.00		0380
5810	PRINTER	3/17/2003 12:00AM	390.00		0380
5813	WORKSTATION	3/17/2003 12:00AM	1720.40		0380
5818	MONITOR	3/17/2003 12:00AM	300.00		0380
5820	MONITOR	3/17/2003 12:00AM	300.00		0380
5821	COMPUTER	3/17/2003 12:00AM	682.00		0380
5823	COMPUTER	3/17/2003 12:00AM	682.00		0380
5824	MONITOR	3/17/2003 12:00AM	300.00		0380
5832	MONITOR	3/17/2003 12:00AM	300.00		0380
5835	COMPUTER	3/17/2003 12:00AM	682.00		0380
5932	COMPUTER (MONITOR)	9/30/2003 12:00AM	300.00		0380
5933	LAPTOP COMPUTER	9/30/2003 12:00AM	2172.05		0380
5934	PRINTER	9/30/2003 12:00AM	569.00		0380
5937	PRINTER	9/30/2003 12:00AM	1195.00		0380
5938	MONITOR	9/30/2003 12:00AM	337.00		0380
5939	COMPUTER (TOWER)	9/30/2003 12:00AM	300.00		0380
5942	COMPUTER (TOWER)	9/30/2003 12:00AM	752.71		0380
5947	COMPUTER (TOWER)	9/30/2003 12:00AM	546.00		0380
5948	COMPUTER (TOWER)	9/30/2003 12:00AM	546.00		0380
5949	COMPUTER (TOWER)	9/30/2003 12:00AM	546.00		0380
6291	PRINTER	9/30/2004 12:00AM	699.24		0905
6442	COMPUTER	4/28/2005 12:00AM	587.20	PERRY PRIMARY	0380
6443	COMPUTER	4/28/2005 12:00AM	587.20	HEALTHY START	0380
6445	COMPUTER	4/28/2005 12:00AM	587.20	MIDDLE SCHOOL	0380
6446	COMPUTER	4/28/2005 12:00AM	587.20	MIDDLE SCHOOL	0380

Date: 12/11/2012

Surplus Assets for Board Approval 12/18/2012

Asset Id	Asset Description	Acquisition Date	Initial Cost	User Defined Field1	Department
6447	COMPUTER	4/28/2005 12:00AM	587.20	HIGH SCHOOL	0380
6449	COMPUTER	4/28/2005 12:00AM	587.20	STEINHATCHEE	0380
6450	MONITOR	4/28/2005 12:00AM	300.00		0380
6451	MONITOR	4/28/2005 12:00AM	300.00		0380
6452	MONITOR	4/28/2005 12:00AM	300.00		0380
6454	MONITOR	4/28/2005 12:00AM	300.00		0380
6455	MONITOR	4/28/2005 12:00AM	300.00		0380
6457	MONITOR	4/28/2005 12:00AM	300.00		0380
6509	COMPUTER	6/22/2005 12:00AM	587.20		0380
6511	COMPUTER	6/22/2005 12:00AM	769.70		0380
6512	COMPUTER	6/22/2005 12:00AM	769.70		0380
6515	COMPUTER	6/22/2005 12:00AM	727.70		0380
6516	COMPUTER	6/22/2005 12:00AM	727.70		0380
6520	COMPUTER	6/22/2005 12:00AM	727.70		0380
6523	MONITOR	6/22/2005 12:00AM	300.00		0380
6524	MONITOR	6/22/2005 12:00AM	300.00		0380
6525	MONITOR	6/22/2005 12:00AM	300.00		0380
6926	LAPTOP	9/19/2007 12:00AM	1856.93		0380
6927	PRINTER	9/19/2007 12:00AM	1139.99		0380
			60589.60		

10

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE AUTHORIZING A TRANSFER A FUNDS FROM THE GENERAL FUND RESERVES FOR THE COUNTY JAIL FOR EMERGENCY REPAIRS, AS AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR
MEETING DATE REQUESTED:	12/18/12

Statement of Issue: **RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE**

Recommended Action: **APPROVE**

Fiscal Impact: **$23,225**

Budgeted Expense: **NO**

Submitted By: **DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR**

Contact: **850-838-3500x7**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **THE COUNTY'S JAIL REQUIRED EMERGENCY REPAIRS TO BE MADE TO ITS WASHING AND CHILLED WATER SYSTEM EQUIPMENT.**

Options: **RATIFY/DISCUSSION**

Attachments: **BUDGET TRANSFER FORM**

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
REQUEST FOR BUDGET TRANSFER

DEPARTMENT: 0200 County Jail
DEPARTMENT HEAD: Dustin Hinkel

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
$	9725	FROM	9001-59917	GF Reserves – County Jail
		TO	0200-56400	Capital Outlay – Equipment

REASON: Washer replacement

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
$	13500	FROM	9001-59917	GF Reserves – County Jail
		TO	0200-54610	R&M Buildings and Grounds

REASON: Repair/replace hot water coils of chilled water system

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
$		FROM		
		TO		

REASON:

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
$		FROM		
		TO		

REASON:

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
$		FROM		
		TO		

REASON:

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
$		FROM		
		TO		

REASON:

	AMOUNT		ACCOUNT NO.	ACCOUNT NAME
$		FROM		
		TO		

REASON:

COUNTY ADMINISTRATOR: Jack R. Brown
JACK R. BROWN

DATE: 12/5/12

JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

11

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING AMENDMENT #1 OF THE CORPORATE AIRPORT LEASE FOR BIG TOP MANUFACTURING, INC., AS AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR
MEETING DATE REQUESTED:	12/18/12

Statement of Issue: **RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE**

Recommended Action: **APPROVE**

Fiscal Impact: **N/A**

Budgeted Expense: **N/A**

Submitted By: **DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR**

Contact: **850-838-3500x7**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **THE AMENDMENT WILL ALLOW FOR BIG TOP MANUFACTURING, INC. TO CONSENT TO THE USE OF ITS LEASED SPACE BY MED-TRANS AIR MEDICAL TRANSPORT.**

Options: **RATIFY/DISCUSSION**

Attachments: **AMENDMENT #1**

MALCOLM PAGE
District 1

JIM MOODY
District 2

JODY DEVANE
District 3

PAM FEAGLE
District 4

PATRICIA PATTERSON
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

JACK R. BROWN, 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

AMENDMENT #1
CORPORATE LEASE AGREEMENT
BIG TOP MANUFACTURING, INC.

Amendment to Corporate Lease Agreement dated July 1, 2012

Current Agreement reads as follows:

8. Obligations of the Lessee:

f. If Perry Foley Airport has shade or t-hangar lease space available, lessee may not lease to potential airport Lessee's.

AMENDMENT TO AGREEMENT TO READ AS FOLLOWS:

8. Obligations of the Lessee:

f. If Perry Foley Airport has shade or t-hangar lease space available, Lessee may not lease to potential airport Lessee's without prior written consent of Lessor.

a. **Lessor does hereby consent to Big Top Manufacturing, Inc. to provide and/or lease shade hangar space to Med-Trans Air Medical Transport for storage of the aircraft/helicopters Med Trans Air Medical Transport will be using for patient transport.**

Approved:

Lessee: Big Top Mfg
By: [signature]
Title: Owner

By: Annie Mae Murphy
Attested by Annie Mae Murphy
Clerk of Court

By: [signature]
Chairman or County Administrator
Taylor County Board of Commissioners

JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

Date Approved: 11/30/12

10

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING QUARTERLY FINANCIAL REPORTS FOR THE FY 2011 STATE HOMELAND SECURITY GRANT PROGRAM, AS AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR
MEETING DATE REQUESTED:	12/18/12

Statement of Issue: **RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE**

Recommended Action: **APPROVE**

Fiscal Impact: **N/A**

Budgeted Expense: **N/A**

Submitted By: **DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR**

Contact: **850-838-3500x7**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **THE COUNTY MUST REPORT ITS QUARTERLY PROGRESS ON GRANTS.**

Options: **RATIFY/DISCUSSION**

Attachments: **QUARTERLY REPORTS**

DIVISION OF EMERGENCY MANAGEMENT
FINANCIAL HISTORY REPORT/QUARTERLY STATUS REPORT
FORM 1 AND 2

GRANTEE: Taylor County
PO Box 620
Perry, FL 32348

AGREEMENT # 13-DS-20-03-72-01-306

(Select the quarter of submission along with year)

QUARTERLY REPORTING DUE DATES

○	JANUARY 1 – MARCH 31 – Due no later than April 30,	N/A
○	APRIL 1 – JUNE 30 – Due no later than July 31,	N/A
○	JULY 1 – SEPTEMBER 30 – Due no later than October 31,	N/A
◉	OCTOBER 1 - DECEMBER 31 – Due no later than January 31,	2011

FINANCIAL HISTORY REPORT

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY

CUMULATIVE	TOTAL ALLOCATED	QUARTERLY FUNDS EXPENDED	CUM. FUNDS EXPENDED	REMAINING BALANCE
1. Planning Costs	$4,500.00	$0.00	$0.00	$4,500.00
2. Training Costs	$5,000.00	$0.00	$0.00	$5,000.00
3. Exercise Costs				
4. Organizational Costs				
5. Equipment Costs				
6. Manament and Administration Costs (limited to 3% of the total	$0.00	$0.00	$0.00	$0.00
TOTAL EXPENDITURES	$9,500.00	$0.00	$0.00	$9,500.00

TOTAL PAYMENTS PREVIOUSLY RECEIVED _____

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: Jack R Brown
Contract Manager or Financial Officer

JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

QUARTERLY STATUS REPORT

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY

This information must be clearly linked to the project TIMELINE, DELIVERABLES AND THE SCOPE OF WORK.
Report events, progress, delays, etc. that pertain to this project.

No activity conducted - execution of agreement being conducted

(Attach additional page(s) if needed.)

TO BE COMPLETED BY FDEM STAFF

DATE SUBMITTED TO FDEM _____

DIVISION OF EMERGENCY MANAGEMENT
REIMBURSEMENT REQUEST
FORM 3

Grantee	**Payment Date**
Address	**Agreement #**
	Payment #
Phone #	**Amount**

COSTS INCURRED AND PAID DURING THE PERIOD OF: _____ **through** _____

THIS MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM

1. Planning Expenditures $ -
2. Training Expenditures $ -
3. Exercise Expenditures
4. Organizational Exenditures
5. Equipment Expenditures
6. Management and Administration Expenditures (limited to 3% of the total award) $ -

TOTAL EXPENDITURES $ -

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____
Contract Manager or Financial Officer

JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

TO BE COMPLETED BY DEM STAFF

AGREEMENT AMOUNT	**$0.00**
PREVIOUS PAYMENT(S)	**$0.00**
THIS PAYMENT	**$0.00**
REMAINING BALANCE	**$0.00**

TOTAL AMOUNT TO BE PAID ON THIS INVOICE

$0.00

DATE SUBMITTED TO FDEM _____

DIVISION OF EMERGENCY MANAGEMENT
FINANCIAL HISTORY REPORT/QUARTERLY STATUS REPORT
FORM 1 AND 2

GRANTEE: Taylor County
PO Box 620
Perry, FL 32348

AGREEMENT # 13-DS-20-03-72-01-306

(Select the quarter of submission along with year)

QUARTERLY REPORTING DUE DATES

- (●) JANUARY 1 – MARCH 31 – Due no later than April 30, 2012
- ( ) APRIL 1 – JUNE 30 – Due no later than July 31, N/A
- ( ) JULY 1 – SEPTEMBER 30 – Due no later than October 31, N/A
- ( ) OCTOBER 1 - DECEMBER 31 – Due no later than January 31, N/A

FINANCIAL HISTORY REPORT

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY

CUMULATIVE	TOTAL ALLOCATED	QUARTERLY FUNDS EXPENDED	CUM. FUNDS EXPENDED	REMAINING BALANCE
1. Planning Costs	$4,500.00	$0.00	$0.00	$4,500.00
2. Training Costs	$5,000.00	$0.00	$0.00	$5,000.00
3. Exercise Costs				
4. Organizational Costs				
5. Equipment Costs				
6. Manament and Administration Costs (limited to 3% of the total	$0.00	$0.00	$0.00	$0.00
TOTAL EXPENDITURES	$9,500.00	$0.00	$0.00	$9,500.00

TOTAL PAYMENTS PREVIOUSLY RECEIVED _____

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: Jack R Brown
Contract Manager or Financial Officer

JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

QUARTERLY STATUS REPORT

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY

This information must be clearly linked to the project TIMELINE, DELIVERABLES AND THE SCOPE OF WORK. Report events, progress, delays, etc. that pertain to this project.

No activity conducted - execution of agreement being conducted

(Attach additional page(s) if needed.)

TO BE COMPLETED BY FDEM STAFF

DATE SUBMITTED TO FDEM _____

DIVISION OF EMERGENCY MANAGEMENT
REIMBURSEMENT REQUEST
FORM 3

Grantee	**Payment Date**
Address	**Agreement #**
	Payment #
Phone #	**Amount**

COSTS INCURRED AND PAID DURING THE PERIOD OF: _____ **through** _____

THIS MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM

1. Planning Expenditures $ -
2. Training Expenditures $ -
3. Exercise Expenditures
4. Organizational Exenditures
5. Equipment Expenditures
6. Management and Administration Expenditures (limited to 3% of the total award) $ -

TOTAL EXPENDITURES $ -

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____
Contract Manager or Financial Officer

JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

TO BE COMPLETED BY DEM STAFF

AGREEMENT AMOUNT	**$0.00**
PREVIOUS PAYMENT(S)	**$0.00**
THIS PAYMENT	**$0.00**
REMAINING BALANCE	**$0.00**

TOTAL AMOUNT TO BE PAID ON THIS INVOICE

$0.00

DATE SUBMITTED TO FDEM _____

DIVISION OF EMERGENCY MANAGEMENT
FINANCIAL HISTORY REPORT/QUARTERLY STATUS REPORT
FORM 1 AND 2

GRANTEE: Taylor County
PO Box 620
Perry, FL 32348

AGREEMENT # 13-DS-20-03-72-01-306

(Select the quarter of submission along with year)

QUARTERLY REPORTING DUE DATES

○	JANUARY 1 - MARCH 31 – Due no later than April 30,	N/A
◉	APRIL 1 – JUNE 30 – Due no later than July 31,	2012
○	JULY 1 – SEPTEMBER 30 – Due no later than October 31,	N/A
○	OCTOBER 1 - DECEMBER 31 - Due no later than January 31,	N/A

FINANCIAL HISTORY REPORT

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CUMULATIVE	TOTAL ALLOCATED	QUARTERLY FUNDS EXPENDED	CUM. FUNDS EXPENDED	REMAINING BALANCE
1. Planning Costs	$4,500.00	$0.00	$0.00	$4,500.00
2. Training Costs	$5,000.00	$0.00	$0.00	$5,000.00
3. Exercise Costs				
4. Organizational Costs				
5. Equipment Costs				
6. Manament and Administration Costs (limited to 3% of the total	$0.00	$0.00	$0.00	$0.00
TOTAL EXPENDITURES	$9,500.00	$0.00	$0.00	$9,500.00

TOTAL PAYMENTS PREVIOUSLY RECEIVED _____

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____
Contract Manager or Financial Officer

JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

QUARTERLY STATUS REPORT

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No activity conducted - execution of agreement being conducted

(Attach additional page(s) if needed.)

TO BE COMPLETED BY FDEM STAFF

DATE SUBMITTED TO FDEM _____

DIVISION OF EMERGENCY MANAGEMENT
REIMBURSEMENT REQUEST
FORM 3

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Address	**Agreement #**
	Payment #
Phone #	**Amount**

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THIS MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM

1. Planning Expenditures $ -
2. Training Expenditures $ -
3. Exercise Expenditures
4. Organizational Exenditures
5. Equipment Expenditures
6. Management and Administration Expenditures (limited to 3% of the total award) $ -

TOTAL EXPENDITURES $ -

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____
Contract Manager or Financial Officer

JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

TO BE COMPLETED BY DEM STAFF

AGREEMENT AMOUNT	**$0.00**
PREVIOUS PAYMENT(S)	**$0.00**
THIS PAYMENT	**$0.00**
REMAINING BALANCE	**$0.00**

TOTAL AMOUNT TO BE PAID ON THIS INVOICE

$0.00

DATE SUBMITTED TO FDEM _____

DIVISION OF EMERGENCY MANAGEMENT
FINANCIAL HISTORY REPORT/QUARTERLY STATUS REPORT
FORM 1 AND 2

GRANTEE: Taylor County
PO Box 620
Perry, FL 32348

AGREEMENT # 13-DS-20-03-72-01-306

(Select the quarter of submission along with year)

QUARTERLY REPORTING DUE DATES

○	JANUARY 1 – MARCH 31 – Due no later than April 30,	N/A
○	APRIL 1 – JUNE 30 – Due no later than July 31,	N/A
◉	JULY 1 – SEPTEMBER 30 – Due no later than October 31,	2012
○	OCTOBER 1 - DECEMBER 31 – Due no later than January 31,	N/A

FINANCIAL HISTORY REPORT

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY

CUMULATIVE	TOTAL ALLOCATED	QUARTERLY FUNDS EXPENDED	CUM. FUNDS EXPENDED	REMAINING BALANCE
1. Planning Costs	$4,500.00	$0.00	$0.00	$4,500.00
2. Training Costs	$5,000.00	$0.00	$0.00	$5,000.00
3. Exercise Costs				
4. Organizational Costs				
5. Equipment Costs				
6. Manament and Administration Costs (limited to 3% of the total	$0.00	$0.00	$0.00	$0.00
TOTAL EXPENDITURES	$9,500.00	$0.00	$0.00	$9,500.00

TOTAL PAYMENTS PREVIOUSLY RECEIVED _____

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____
Contract Manager or Financial Officer

JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

QUARTERLY STATUS REPORT

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This information must be clearly linked to the project TIMELINE, DELIVERABLES AND THE SCOPE OF WORK. Report events, progress, delays, etc. that pertain to this project.

No activity conducted - execution of agreement being conducted

(Attach additional page(s) if needed.)

TO BE COMPLETED BY FDEM STAFF

DATE SUBMITTED TO FDEM _____

DIVISION OF EMERGENCY MANAGEMENT
REIMBURSEMENT REQUEST
FORM 3

Grantee	**Payment Date**
Address	**Agreement #**
	Payment #
Phone #	**Amount**

COSTS INCURRED AND PAID DURING THE PERIOD OF: _____ **through** _____

THIS MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM

1. Planning Expenditures $ -
2. Training Expenditures $ -
3. Exercise Expenditures [redacted]
4. Organizational Exenditures
5. Equipment Expenditures
6. Management and Administration Expenditures (limited to 3% of the total award) $ -

TOTAL EXPENDITURES $ -

I hereby certify that the above costs are true and valid costs incurred in accordance with the project agreement.

Signed: _____
Contract Manager or Financial Officer

JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

TO BE COMPLETED BY DEM STAFF

AGREEMENT AMOUNT	**$0.00**
PREVIOUS PAYMENT(S)	**$0.00**
THIS PAYMENT	**$0.00**
REMAINING BALANCE	**$0.00**

TOTAL AMOUNT TO BE PAID ON THIS INVOICE

$0.00

DATE SUBMITTED TO FDEM _____

13

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING THE INMATE CATASTROPHIC MEDICAL INSURANCE PLAN AS DISCUSSED AT THE NOVEMBER 20 BOARD MEETING, AS AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR
MEETING DATE REQUESTED:	12/18/12

Statement of Issue: **RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE**

Recommended Action: **APPROVE**

Fiscal Impact: **APPROXIMATELY $20,000 (PREMIUM IS DEPENDENT ON MONTHLY INMATE POPULATION)**

Budgeted Expense: **YES**

Submitted By: **DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR**

Contact: **850-838-3500x7**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **THE BOARD APPROVED OPTION #1 AND THE COUNTY ADMINISTRATOR TO SIGN THE AGREEMENT FOR ITS IMMEDIATE EFFECT AT THE 11/20/12 MEETING.**

Options: **RATIFY/DISCUSSION**

Attachments: **POLICY OFFER**
PLAN BINDER AGREEMENT

Subsequent Policy Period Offer

Employer: TAYLOR COUNTY JAIL & TAYLOR COUNT
Effective Date: OCTOBER 01, 2012
Stop Loss Carrier: UNIMERICA INSURANCE COMPANY
Life Carrier:
Producer: DAVID DUNBAR
Underwriter: NAOMI ZELLERS
Sales Reps: KURT HAAG
Date: 11/01/2012

OPTUM

John

SPECIFIC COVERAGE		Option 1	Option 2	Option 3
Specific Deductible Amount		**$30,000**	**$40,000**	**$50,000**
Specific Maximum		$250,000	$250,000	$250,000
EMPLOYEE	87	$17.93	$14.65	$12.22
FAMILY	0	$.00	$.00	$.00
Total Lives/Annual Premium	87	$18,718.92	$15,294.60	$12,757.68
Benefits Covered		MED	MED	MED
Specific Contract Basis		12/18	12/18	12/18

CONDITIONS AND ASSUMPTIONS

- **MINIMUM ANNUAL PREMIUM: 90% OF ANNUAL PREMIUM SHOWN ABOVE**
  HOSPITAL AVERAGE DAILY MAXIMUM: $20,000 (DAYS 1-3) & $12,000 (DAY 4 AND EACH DAY THEREAFTER)
  INCLUDES COVERAGE FOR AIDS/HIV & PREGNANCY
- This offer directly reflects commission of 17 %. Other compensation or bonuses may be indirectly reflected in this quote. Contact your broker/agent if you have any questions relating to their compensation for this offer.
- Assumes current plan design as stated in Plan Document.
- Assumes the plan will have PPO: current discounts (40%) Case Manager: N/A TPA: N/A
- Retirees are not covered for medical benefits.
- This document may contain Protected Health Information (PHI) and should only be shared with individuals designated to view such information per HIPAA regulations.
- The Subsequent Policy Period Offer is based on data submitted, plus other information furnished relevant to underwriting the risk, including all claims or possible claims, paid, pending or denied pending additional information, or which the employer or its authorized representative should otherwise be aware of. Any inaccuracy in the data submitted or failure to disclose any such information can change the terms, conditions, rates or factors of this offer can void the offer and coverage.
- In executing this form, the employer or its authorized representative, is acknowledging acceptance of the new rates, factors and terms. The employer or its authorized representative further acknowledges that all material facts, terms and conditions stated in the employers plan document and the Policy/Agreement remain unchanged and in full force and effect, unless noted above.

Until we obtain the signed Subsequent Policy Period Offer, the rates and factors are subject to change as additional information is received. This Offer is valid for the stated effective date noted above provided the employer or its authorized representative elects one of the above options, signs the acknowledgment and we receive the completed Offer by 11/5/12.

Circle Coverages & Options Elected	Signature: Jack R Brown
Dated: 12/3/12	Title:

JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

Inmate Medical Benefit Plan Document

PLAN SPONSOR: **Taylor County jail & Taylor County BOCC**

EFFECTIVE DATE: **December 1, 2012**

DEFINITIONS:

A. AVERAGE DAILY MAXIMUM (ADM) means the maximum allowable amount on a per day basis shown in the Schedule of Insurance.

B. EDUCATIONAL OR REHABILITATIVE CARE means care for restoration (by education or training) of one's ability to function in a normal or near normal manner following any illness or injury. This type of care includes, but is not limited to, physical therapy, occupational therapy, and speech therapy.

C. EXPERIMENTAL PROCEDURE means any medical procedure, equipment, treatment or course of treatment, or drugs or medicines that are: (a) limited to research; (b) not proven in an objective manner to have therapeutic value or benefit; (c) restricted to use by medical facilities capable of carrying out scientific studies; (d) of questionable medical effectiveness; or (e) would be considered inappropriate medical treatment. To determine, in its sole discretion, whether a procedure is experimental, the Plan will consider, among other things, commissioned studies, opinions and references to or by the American Medical Association, the Food and Drug Administration, the Department of Health and Human Services, the National Institute of Health, the Council of Medical Specialty Societies and any other association or program or agency that has the authority to review or regulate medical testing or treatment.

D. HOSPITAL means an acute care facility which meets all of the following criteria:

1. such hospital is not located at a jail, prison, correctional institution, house of correction, or similar facility or upon the grounds or premises of such facility;
2. operates as a hospital pursuant to applicable law;
3. operates primarily for the reception, care, and treatment of sick or injured persons who are not sick or injured "Inmates";
4. provides 24-hour nursing service by "Registered Nurses" on duty or on call;
5. has a staff of one or more "Physicians" at all times;
6. provides organized facilities and equipment for diagnosis and treatment of acute medical, surgical and psychiatric ward conditions on premises; and
7. is not primarily a psychiatric hospital, long-term care facility; extended care facility; nursing rest or custodial care or convalescent home; a place for the aged, drug addicts, alcoholics or runaways; or similar establishments.

E. ILLNESS means a sickness or disease. "Illness" does not include learning disabilities, attitudinal disorders, or disciplinary problems.

F. INJURY means bodily injury resulting from an accidental, unforeseen event. For purposes of this Plan Document, an attempted suicide shall be deemed to be an accidental, unforeseen event

G. INMATE means a person(s) arrested by a designated licensed authority or in the care, custody and control of the "Plan Sponsor". Such persons (i) will remain "Inmates" up until the date of discharge from incarceration as designated by the governing body or judicial entity that sentenced such "Inmate" or any date earlier as deemed appropriate by the same governing body; or a judicial entity with lawful jurisdiction; and will cease to be "Inmates" as of the date of discharge from incarceration, even if such date of discharge occurs while such "Inmate" is hospitalized.

H. INPATIENT means an "Inmate" who meets all of the following criteria:

1. such "Inmate" is admitted as an inpatient to the "Hospital"; or is being held for observation and or testing at a hospital facility.
2. such "Inmate" incurs expenses for room and board that are charged to the "Named Insured" or the lawfully appointed designee of the Plan Sponsor.

I. MEDICALLY NECESSARY means necessary and appropriate for the diagnosis or treatment of an "Illness" or "Injury" based on generally accepted current medical practice. A service, medicine or supply will not be considered "Medically Necessary" if it:

1. is provided only as a convenience to the "Inmate";
2. is not appropriate for the "Inmate's" diagnosis or symptoms; or
3. exceeds (in scope, duration or intensity) that level of care, which is needed to provide safe, adequate and appropriate diagnosis or treatment.

J. MENTAL OR NERVOUS DISORDER means a mental or emotional disease or disorder that is listed in the current edition of the Diagnostic and Statistical manual for Mental Disorders of the American Psychiatric Association and denotes the following:

1. a disease of the brain with predominant behavioral symptoms;
2. a disease of the mind or personality, evidenced by abnormal behavior; or
3. a disorder of conduct evidenced by socially deviant behavior.

K. ON SITE CLINIC means a clinic or medical facility providing any kind of healthcare, psychological, nutritional, or psychiatric services located at a jail, prison, correctional institution, house of correction, or similar facility or upon the grounds or premises of such facility.

L. ORGAN TRANSPLANT PROCEDURES means any transplant procedure including, but not limited to, kidney, cornea, heart, lung, heart-lung, liver, pancreas and bone marrow transplants.

M. OUTPATIENT SURGICAL CENTER means any outpatient same-day surgery center which meets both of the following criteria:

1. has facilities that are operated primarily for the purpose of performing surgical procedures and is licensed by the State in which it resides.
2. such center is not located at a jail, prison, correctional institution, house of correction, or similar facility or upon the grounds or premises of such facility.

N. PHYSICIAN means a person performing services within the scope of his or her license, who is a duly licensed: (1) doctor of medicine (MD), (2) doctor of osteopathy (DO), or physician assistant (PA).

O. PLAN COVERAGE PERIOD means a 12 month period commencing on the Effective Date shown above or such shorter period of time if this plan is terminated earlier.

P. PLAN ADMINISTATOR means the Plan Sponsor who shall undertake the administration of claims or a Third Party Administrator hired by the Plan Sponsor to perform the said duties. The Administrator shall:

1. supervise the administration and adjustment of all claims and verify the accuracy and computation of all claims,
2. maintain accurate records of all claims payments,
3. provide case management to appropriately manage the care of all "Hospital Inpatient Services".

Q. REASONABLE AND CUSTOMARY means the usual charge made by a group, entity or person who renders or furnishes similar services, treatments or supplies; provided the charge is not in excess of the general level of charges made by others who render or furnish the same or similar services, treatments or supplies to persons; (1) who reside in the same geographical area (as determined by the Center for Medicare and Medicaid ("CMS") Guidelines); and (2) whose "Illness" or "Injury" is comparable in nature and severity.

In determining whether a charge is reasonable, one or more of the following factors may be considered:

1. the level of skill, extent of training and experience required to perform the procedure or service;
2. the length of time required to perform the procedure or service as compared to the length of time required to perform other similar services;
3. the severity of the nature or "Illness" or "Injury" being treated; the amount charged for the same or comparable services, medicines or supplies in other parts of the country.
4. the cost to the provider of providing the service, medicine, or supply;

R. REGISTERED NURSE means a graduate nurse who has been registered or licensed to practice by a State Board of Nurse Examiners or other state authority, and who is legally entitled to place the letters "R.N." after his/her name.

S. SUBSTANCE ABUSE means alcohol, drug or chemical abuse, overuse or dependency.

T. SURGERY means:

1. an invasive diagnostic procedure performed by a "Physician"; or
2. the treatment of "Illness" by manual or instrumental operations performed by a "Physician" while the patient is under general or local anesthesia.

PLAN BENEFIT DESCRIPTION:

The Plan covers the following Allowable Medical Expenses incurred by an "Inmate" for the treatment of an "Injury" or "Illness" during the Plan Coverage Period. Such charges are covered at the Plan Benefit Coinsurance and subject to:

- the Limitations shown in the Schedule of Benefits;
- the Exclusions; and
- all other terms and conditions of the Plan.

SCHEDULE OF BENEFITS:

Plan Benefit Coinsurance:	100% of "Allowable Medical Expenses"
Inpatient Hospital Services:	Limited to the lesser of the amount paid or an "Average Daily Maximum" (ADM) per admission of $20,000 for the first three days and $12,000 thereafter.
Outpatient Surgical Services:	Limited to $40,000 per outpatient surgical visit.

ALLOWABLE MEDICAL EXPENSES:

Inpatient Hospital Services:

The following services provided and billed by a "Hospital" while the "Inmate" is an "Inpatient". All services and supplies must be administered by or under the direction of a "Physician".

A. Emergency Room Services and Ambulance Services as long as the "Inmate" is admitted to the "Hospital" on an "Inpatient" basis for further services and or treatment within 24 hours.

B. The use of any type of room and board; operating, treatment, recovery and daily room and board.

C. services and supplies that are routinely provided by the "hospital" to "inpatients."

D. Supplies including but not limited to:
   - Dressings
   - Sutures
   - Casts
   - Other supplies which are deemed "medically necessary."

E. Diagnostic Testing including but not limited to:
   - Radiological
   - Ultrasonographic
   - Laboratory
   - Radiation Therapy or treatment

   (Psychometric behavioral and educational testing is not included.)

F. Other Charges:
   - Oxygen and other gases and their administration thereof
   - Anesthetics and their administration thereof

G. Hemodialysis (services and charges by the "hospital") as long as it is done on an "inpatient" basis.

H. Processing and administration of blood or administration of blood components

Outpatient Surgical Services:

Services provided and billed by a "Hospital" or an "Outpatient Surgical Center" for "Surgery". The "Inmate" must be discharged within 24 hours of admission. All services and supplies must be administered by or under the direction of a "Physician".

EXCLUSIONS:

A. Any expenses which are not "Medically Necessary".

B. Any expenses in excess of the "Reasonable and Customary" charge.

C. Any expenses which were incurred prior to the Effective Date of the Plan.

D. Consulting Fees.

E. Expenses which are covered, recoverable, or attributable to, any other medical or hospitalization benefit policy or insurance.

F. Dental, Vision or hearing services unless the services are the direct result of an "Injury", or "Illness".

G. Services that do not qualify as "Hospital Inpatient Services" or "Outpatient Surgical Services", including, but not limited to:
   1. "Physician" office visits
   2. Services rendered at the site of the emergency
   3. Healthcare services or medicine administered or provided at a jail or correctional facility
   4. Prescription drugs provided to an "inmate" not on an "inpatient" or "surgical outpatient" basis.

H. "On site Clinic" services expenses.

I. "Experimental Procedures", drugs, or research studies, or any services or supplies not considered legal in the United States.

J. "Organ Transplant Procedures" or any organ donations.

K. "Mental or Nervous Disorders", rehabilitation treatment.

L. "Substance Abuse" expenses, programs for the rehabilitation treatment thereof.

M. Dependent care and any related expenses.

N. Any expenses related to or from War, whether declared or undeclared, hostilities, invasion or civil war.

O. Any expenses resulting from and "injury" or "illness" that is a direct result of a nuclear or radioactive accident.

P. Any expenses which are incurred after the "inmate" is released from custody or control from the correctional authorities.

Q. "Expenses for, in connection with, or arising out of providing security or guarding of any "inmate" while such "inmate" is an "inpatient" in a "hospital" or such "inmate" is receiving "outpatient surgical services". "Injuries" sustained by the "inmate" as a direct result of the "inmate" needing to be restrained or controlled will be considered covered expenses so long as it can be shown that only reasonable force was exercised by law enforcement personnel.

R. Any custodial care, "Educational or Rehabilitative Care" or nursing services expenses while primarily confined to receive such services.

S. Any expenses that result from services solely for cosmetic or aesthetic purposes.

T. Expenses for vocational or recreational therapy or vocational rehabilitation.

U. Expenses for preventative care, including routine physical examinations, premarital examinations and educational programs.

V. The following expenses for conception and childbirth:
   - Any drug, treatment or procedure that either promotes or prevents conception or childbirth
   - Artificial insemination, treatment of infertility, impotency and sterilization
   - Abortion (unless the life of the mother would be endangered if the fetus was carried to term)
   - Care of newborn infants.

   Allowable Medical Expenses related to complications of pregnancy are covered.

W. The following cosmetic, weight loss or body transforming services
   - Weight modification, surgery for obesity
   - Wiring of teeth, Gastric bypass, lap band or any related surgery
   - Breast augmentation , reduction and sex/gender changes

X. Marriage, Family or Child Counseling.

Y. Any payment of, or because of punitive or exemplary charges.

Z. If this plan is new to the "Plan Sponsor", expenses for an "illness" of an "inmate" who is hospitalized on the effective date or within 72 hours after the effective date of this plan. This would not apply to a new inmate arriving during the 72 hour period.

Plan Sponsor **Taylor County Jail & Taylor County BOCC**

Plan Document Reviewed and Approved by:

Name and Title

JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347

12/3/12
Date

Initial number of Inmates on the Effective Date: **87**

14

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to review bid specification package for purchase of a Building Department operations vehicle.
MEETING DATE REQUESTED:	December 18, 2012

Statement of Issue: Board to review bid package for a new Building Department operations vehicle.

Recommendation: Consider approval to pursue bids

Fiscal Impact: $17,000 - $21,000

Budgeted Expense: Yes [X] No [ ] N/A [ ]

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: During the budget preparations for the present fiscal year, funds were set aside for purchase of a new Building Department operations vehicle. Staff felt that is was desirable to allow local vendors to bid on the item, with the understanding that the Board reserves the right to pursue purchase by State Contract. A list of State Contract prices will be provided to the Board as part of the agenda package for the bid opening.

Options:

1. Approve the bid specifications.
2. Choose not to pursue purchase of vehicle.

Attachments:

1. Copy of bid specifications.

MALCOLM PAGE District 1 | JIM MOODY District 2 | JODY DEVANE District 3 | PAM FEAGLE District 4 | PATRICIA PATTERSON District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk
P.O. Box 620, Perry, Florida 32348
(850) 838-3506 Phone
(850 838-3549 Fax

JACK BROWN, 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
P.O. Box 167, Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

NOTICE OF REQUEST FOR BIDS

The Taylor County Board of County Commissioners is soliciting sealed bids for a **BUILDING DEPARTMENT OPERATIONS VEHICLE**.

Qualified firms or individuals desiring to provide the required bid must submit the proposal packages in a sealed envelope or similar package marked "***Sealed bid for Building Department Operations Vehicle***" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, or P.O. Box 620, Perry, Florida 32348, to arrive no later than 4:00 P.M., local time, on Tuesday, January 22, 2013. **All proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Bids will be opened and respondents announced at 6:10 P.M. local time, or as soon thereafter as practical, on Tuesday, January 22, 2013, in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.

Bid information **MUST** be obtained from the Building Department located at the Administrative Complex, 201 East Green Street, Perry, Florida 32347.

The County reserves the right, in its sole and absolute discretion, to reject any or all proposals, to cancel or withdraw this request for proposals at any time and waive any irregularities in the proposal process. The County reserves the right to award purchase by **State Contract**; therefore, the County is not bound to award any contract based on the lowest quoted price submitted. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the proposed price(s), under the conditions set forth in Ordinance 2003-12. **No faxed proposals will be accepted.**

For additional information contact:
William D. (Danny) Griner
Taylor County Building Dept.
201 E. Green Street
Perry, FL. 32347
(850) 838-3500

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

MALCOLM PAGE
District 1

JIM MOODY
District 2

JODY DEVANE
District 3

PAM FEAGLE
District 4

PATRICIA PATTERSON
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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(850 838-3549 Fax

JACK BROWN, County Administrator
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(850) 838-3500 extension 6 Phone
(850) 838-3501 Fax

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

GENERAL BID INFORMATION

1. Bid information **MUST** be obtained from the Building Department, 201 East Green Street, Perry, Florida 32347, (850) 838-3500 extension 1.

2. Bid packages must be submitted in person to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, or by mail to P.O. Box 620, Perry, Florida 32348 to arrive no later than 4:00 P.M., local time, Tuesday, January 22, 2013.

3. Bids must be in a sealed envelope plainly marked on the outside: ***"Sealed Bid for Building Department Operations Vehicle".***

4. **All bid packages MUST have the respondents name and mailing address clearly shown on the outside of the envelope or package when submitted.**

5. Bids not received by the Clerk of Court prior to the specified time will not be considered and **will be returned to the respondent unopened.**

6. Once opened no bid may be withdrawn prior to the Board of County Commissioners action.

7. Respondents must complete and furnish with their proposal, the Florida Public Entity Crimes Statement as required by F.S. 287.133 (3) (a).

8. Bid results shall be announced on Tuesday, January 22, 2013 at 6:10 P.M., or as soon thereafter as practical, in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.

9. The County reserves the right, in its sole and absolute discretion, to reject any or all proposals, to cancel or withdraw this request for proposals at any time and waive any irregularities in the proposal process. The County reserves the right to award purchase by **State Contract**; therefore, the County is not bound to award any contract based on the lowest quoted price submitted. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the proposed price(s), under the conditions set forth in Ordinance 2003-12. **No faxed proposals will be accepted.**

General Proposal Considerations
(Continued)

10. Respondents who elect to send sealed bids Overnight Express or Federal Express must send them to the physical address of: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.

11. For additional information, contact:

    William D. (Danny) Griner,
    Taylor County Building Dept.
    201 E. Green Street
    Perry, Florida 32347

    (850) 838-3500, extension 1

PROPOSAL CHECKLIST

Check Items Included:

_____ 1. Required bid information.

_____ 2. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) **(AFFIDAVIT ENCLOSED).**

Checklist **Please include with proposal.**

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: _____ FORM PUR 7068 (Rev. 11/89)

ATTACHMENT "A"

BUILDING DEPARTMENT OPERATIONS VEHICLE

BID PRICE SHEET

Scope of bid

2013 YEAR MODEL

COMPACT PICKUP TRUCK

4-DOOR

KING / CREW / ACCESS / DOUBLE CAB

AUTOMATIC TRANSMISSION

2-WHEEL DRIVE

AIR-CONDITIONING

4 CYLINDER / 6 CYLINDER

AM / FM STEREO

DRIVER & PASSENGER AIR BAGS

WHITE IN COLOR

DELIVERY INCLUDED

TOTAL LUMP SUM PRICE: $ _____

COMPANY NAME: _____

SUBMITTED BY: _____
Print Name

_____ _____
Signature Date

* Please attach a separate sheet containing vehicle specifics, such as; manufacturer, model, make, etc.

15

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER PAYMENT OF INVOICE IN THE AMOUNT OF $37,500, FOR EMERGENCY MEDICAL SERVICES (EMS) FOR THE MONTH OF NOVEMBER, 2012, AS REQUESTED BY DOCTORS' MEMORIAL HOSPITAL (DMH).
MEETING DATE REQUESTED:	NOVEMBER 5, 2012

Statement of Issue: Doctors' Memorial Hospital has requested payment for EMS service provided to the County for the month of NOVEMBER.

Recommended Action: Approve payment of invoice

Fiscal Impact: $37,500.00

Budgeted Expense: Yes

Submitted By: Doctors' Memorial Hospital

Contact: General Accounting (850) 584-0800

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Invoice #0130A

DOCTORS' MEMORIAL HOSPITAL

AMENDED INVOICE

Board of County Commissioners
Attn: Jack Brown
201 East Green Street
Perry, FL 32347

Invoice Number: 0130A
Invoice Date: November 15, 2012
(replaces original invoice #0130)

Invoice for Emergency Medical Services for Taylor County for November 2012.
(Includes Steinhatchee EMS location.)

Please remit $37,500.00

Please send payment to:

Doctors' Memorial Hospital, Inc.
P.O. Box 1847
Perry, FL 32348
Attention: General Accounting

Thank You!

APPROVED FOR PAYMENT
$ 37,500.00
BY:
DATE: 12/18/12
ACCT#: 0240-53401
ACCT NAME: EMS

333 N. Byron Butler Parkway • Perry, Florida 32347 • (850) 584-0800 • Fax (850) 584-2524

Bond No. **98-TF-7506-7**

15A

State of Florida
Secretary of State
Division of Elections
500 South Bronough Street, Room 316
Tallahassee, Florida 32399-0250

Public Official Bond

County of **TAYLOR**

KNOW ALL MEN BY THESE PRESENTS, That we **MALCOLM V. PAGE**
(Official's Name)
as Principal, and **State Farm Fire and Casualty Company**
as Surety, are bound unto the Governor of the State of Florida, and his successors in office, in the sum of $ **2,000.00** Dollars, we hereby bind ourselves and each of our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas, said official was **elected** [__] **appointed** [**X**] **COUNTY COMMISSIONER** to hold this office for a term beginning **NOVEMBER 18, 2012** and ending **NOVEMBER 18, 2016** and until his/her successor is qualified according to the Constitution and Laws of the State of Florida.

NOW, THEREFORE, If the official shall faithfully perform the duties of his/her office as provided by law, this obligation is void.

X Malcolm V. Page
(Signature of Official)

Signed and Sealed this **29th** day of **OCTOBER, 2012**.

One State Farm Plaza, Bloomington, IL 61710
(Address of Main Surety Company)

State Farm Fire and Casualty Company
(Name of Local Bonding Company)

One State Farm Plaza, Bloomington, IL 61710
(Address of Local Bonding Company)

(Attorney-in-Fact)

(SEAL)

By X
(Signature of Florida Licensed Agent)

A262043 - LICENSE #
(Social Security Number of Florida Licensed Agent)

JAMES E TEDDER Jr
(Type Name of Florida License Agent)

The above is approved this _____ day of _____, 20 _____.

Signature: _____

Approved by: _____

1bond.doc (2/04)
SFB-400038 FL

15B

Bond No. _____

PUBLIC OFFICIAL BOND
STATE FARM FIRE AND CASUALTY COMPANY
BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, **JAMES E MOODY**, of **5960 POTTS STILL RD PERRY, FL** as Principal, and the STATE FARM FIRE AND CASUALTY COMPANY, as surety, are jointly and severally held and bound unto the **COUNTY OF TAYLOR**, in the State of **FLORIDA**, in the sum of **TWO THOUSAND** ($ **2,000.00**) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That, whereas, the said Principal has been **ELECTED** to the office of **COUNTY COMMISSIONER DISTRICT 2** within and for the **COUNTY OF TAYLOR**

NOW THEREFORE, if the said Principal shall during the period beginning **NOVEMBER 13, 2012** and until his successor is selected and qualified, faithfully and impartially discharge the duties of said office and render a true account of all monies, credits, accounts and property of any kind that shall come into his hands, as such officer, and pay over and deliver the same according to law, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if the Surety shall so elect, this bond may be cancelled by giving thirty (30) days' notice in writing to the said Obligee and this bond shall be deemed cancelled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond for any act or acts covered by this bond which may have been committed by the Principal up to date of such cancellation.

Dated this **18TH** day of **DECEMBER**, **2012**.

James E Moody
Principal

STATE FARM FIRE AND CASUALTY COMPANY

STATE FARM FIRE AND CASUALTY COMPANY CORPORATE SEAL BLOOMINGTON, ILLINOIS

By: _____
Attorney-in-Fact

OATH OF OFFICE

STATE OF Florida
County of Taylor } ss.

I, the undersigned, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Florida, and that I will faithfully and impartially discharge the duties of my said office of County Commission District 2

Subscribed and sworn to before me, this 18th day of December 2012

My Commission Expires

INA B. PADGETT
Notary Public, State of Florida
My Commission Expires Nov. 5, 2014
Commission No. EE25843

James E. Moody
Principal

18. THE BOARD TO RECEIVE BIDS FOR CONSTRUCTION OF STEINHATCHEE BOAT RAMP PHASE II, SET FOR THIS DATE AT 6:20 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

THE FOLLOWING BIDS WERE RECEIVED:

1. CURT'S CONSTRUCTION & HAULING, INC. $217,800
   WHITE SPRINGS, FL

2. R & E SITE DEVELOPMENT
   LAKE BUTLER, FL ~~220~~

3. JOHN C. HIPP CONSTRUCTION EQUIPMENT CO.
   ALACHUA, FL $220,217

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	CHRIS HOLLEY TO APPEAR BEFORE THE BOARD TO DISCUSS THE FLORIDA ASSOCIATION OF COUNTIES
MEETING DATE REQUESTED:	12/18/12

Statement of Issue: THE BOARD TO RECEIVE A PRESENTATION

Recommended Action: DISCUSSION

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

Contact: 850-838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	CHRIS DOOLIN TO APPEAR BEFORE THE BOARD TO DISCUSS THE SMALL COUNTIES COALITION
MEETING DATE REQUESTED:	12/18/12

Statement of Issue: THE BOARD TO RECEIVE A PRESENTATION

Recommended Action: DISCUSSION

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

Contact: 850-838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

(21)

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	The Board to consider a passing a resolution in opposition to international agreements (including Agenda 21) that limit or infringe the domestic rights of US Citizens.
MEETING DATE REQUESTED:	December 18, 2012

Statement of Issue: The Board is opposed to any international agreement that would limit or infringe upon the domestic right of US Citizens.

Recommended Action: Approve/Disapprove/Make changes at the Board's discretion.

Fiscal Impact: None

Budgeted Item: N/A

Submitted By: Pam Feagle, Commissioner

Contact: (850) 838-3500, Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Citizens have raised serious concerns regarding recent controversial UN plans (including Agenda 21, conventions, and treaties as having the ability to limit or supersede domestic policies and freedoms

Options: Approve/Disapprove/Change as determined by the Board

Attachments: Resolution 2012-12-01

RESOLUTION 2012-12-01

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, IN OPPOSITION TO INTERNATIONAL AGREEMENTS THAT LIMIT OR INFRINGE THE DOMESTIC RIGHTS OF US CITIZENS AND AGENDA 21.

RECITALS

WHEREAS, many people have raised serious concerns regarding recent controversial UN plans, conventions, and treaties as having the ability to limit or supersede domestic policies and freedoms, and

WHEREAS, the Taylor County Board of County Commissioners recognizes that the purpose of our federal, state and local government are to preserve and protect the rights of life, liberty, and property for each citizen, and

WHEREAS, in order to preserve these liberties it is crucial that the United States of America remain a sovereign nation free from subjugation to the United Nations, and

WHEREAS, threats to citizen's constitutional rights due to forces outside the United States may be viewed in terms of a loss of sovereignty and acknowledge that as a Nation without sovereignty the United States would no longer be an independent Nation, and

WHEREAS, the supremacy clause of the US Constitution states that treaties made, or, which shall be made, under the authority of the United States, shall be the supreme law of the land; and

WHEREAS, domestic laws and policies at the national, state, and local levels of governance undergo rigorous checks and balances that ensure and encourage input from citizens of the United States; and

WHEREAS, the United Nations' (UN) Charter prohibits the UN from intervening in maters which are essentially within the domestic jurisdiction of any state; and

WHEREAS, in the 1957 case of Reid v. Covert, the US Supreme Court established that the rights and prohibitions prescribed by the US Constitution supersede treaties ratified by the US Senate, and

WHEREAS, Agenda 21, a plan of the United Nations introduced at the *United Nations Conference on Environment and Development* held in Rio De Janeiro, Brazil, 1992, is a far reaching and extremely controversial document that attempts to address issues such as climate change, poverty, hunger, health, and literacy through policies on the environment and development through "global consensus", and

WHEREAS, many residents of Taylor County have expressed serious concerns about the proposed policies included in the United Nations Agenda 21, specifically in relation to property rights and socialist views; and

WHEREAS, Agenda 21 has not been ratified by the Congress of the United States, nor endorsed by the State of Florida or the Taylor County Board of County Commissioners, and

WHEREAS, the Board of County Commissioners of Taylor County's focus is centered on strengthening and diversifying our economic base, preserving and enhancing the quality of life of current and future residents, providing private property owners an array of options to develop their private property, and protecting our natural resources as allowed within the laws of the United States of America, and the State of Florida.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Taylor County, Florida, as follows:

1) Our initiatives are developed through transparent input and participation of Taylor County residents without consideration of United Nations Agenda 21 or other UN plans, conventions, and treaties as having the ability to limit or supersede domestic policies and freedoms, and

2) That a certified copy of this resolution is to be sent to the Governor of Florida, the Secretary of State, as well as our state and federal elected officials.

THIS RESOLUTION IS PASSED AND ADOPTED in regular session this 18th day of December 2012.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
Pam Feagle, Chair

ATTEST:

_____
ANNIE MAE MURPHY, Clerk

(20)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	MADELYN COLLINS TO APPEAR BEFORE THE BOARD TO REQUEST INFORMATION REGARDING THE COUNTY'S VISION 2060, UN AGENDA 21, AND THE DOWNTOWN BEAUTIFICATION PROJECT
MEETING DATE REQUESTED:	12/18/12

Statement of Issue: MS. COLLINS TO ASK THE BOARD POLICY QUESTIONS

Recommended Action: DISCUSSION

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: MADELYN COLLINS

Contact: 850-838-1530

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE COUNTY'S VISION 2060 PLAN IS A RESIDENT DRIVEN PLAN THAT OUTLINES HOW THE RESIDENTS' WOULD LIKE TO HAVE THE COUNTY DEVELOP. THE UN'S AGENDA 21 IS A VOLUNTARY, NON-BINDING ACTION PLAN THAT PROMOTES CONTROVERSIAL POLICIES TO IMPROVE HEALTH, POVERTY, RESOURCE CONSERVATION, AND LAND USE.

Options: DISCUSSION

Attachments: COLLINS AGENDA REQUEST

Dustin Hinkel

From: Madelyn Collins <madelyn_c@yahoo.com>
Sent: Friday, December 07, 2012 4:46 PM
To: Dustin Hinkel
Subject: Name on the Agenda

Dustin,
Nice talking with you today. I'm asking to be put on the Agenda for the next Commissioners meeting. I would like to asked our county officials how the Vision 2060 plan and Agenda 21 will effect me, my property and my grandchildren or their grandchildren. I'm concerned that the UN has glazed over some of its paperwork or put so much paperwork into it that it overwhelms.

I will also ask if we are receiving any grants or any monies from the UN and, if so, why and where is the money being used?

I would also like to know about the "Farmer's Market" Gazebo that's suppose to be built on that small lot off Jefferson Street. How big is the Gazebo and how many people will this serve? Will it infringe on the small businesses we have and become another cost for maintenance and upkeep for the city or county? Several other people as well as my family think that it's not necessary at the cost and is untimely now when our country is spending tax payers money as if it will never run out. I understand that it's suppose to grow downtown but that seems to be too big of a feat unless we move WalMart and the other big stores to town which cannot support such a move. How can that lot support many people with their trailers and cars? What will be the effect of the big trailers or trucks on the roads around the area, who will maintain the road?

I also understand there is to be a pond somewhere. I would like to know where it will be located? Why can't we fix up the "pond" we have now located off Center Street and the "building" there. That was where the "Farmer's Market" use to be.

If you need anything else, please contact me at 838-1530 or email me. Thank you for your time and assistance.

Madelyn Collins

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Taylor County Development Authority FY 2012-2013 Budgeted Funds
Meeting Date:	December 18, 2012

Statement of Issue: Request the release of FY 2012-2013 Budgeted Funds in the amount of $140,000.

Recommendation: **approval for release**

Fiscal Impact: $ 140,000 **Budgeted Expense:** Yes [x] No [ ] N/A [ ]

Submitted By: Taylor County Development Authority

Contact: Scott Frederick or Lavonne Taylor

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

1.

2.

Attachments:

1. TCDA Financial Statements ending September 30, 2012

2.

TAYLOR COUNTY DEVELOPMENT AUTHORITY

FINANCIAL STATEMENTS

YEAR ENDED SEPTEMBER 30, 2012

TAYLOR COUNTY DEVELOPMENT AUTHORITY
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SEPTEMBER 30, 2012

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BARZANA
& ASSOCIATES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Taylor County Development Authority
Perry, Florida

We have audited the accompanying financial statements of the governmental activities, each major fund and the aggregate remaining fund information of Taylor County Development Authority (hereinafter referred to as the "Authority"), as of and for the year ended September 30, 2012, which collectively comprise the Authority's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the Authority's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as, evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund and the aggregate remaining fund information of the Authority as of September 30, 2012, and the respective changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued a report dated November 22, 2012 on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

The management's discussion and analysis and Budget to Actual Comparison Statement on pages 2 through 9 and 24, respectively, are not a required part of the basic financial statements but are supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Barzana & Associates PA

Barzana & Associates, P.A.

Tampa, Florida
November 22, 2012

Management's Discussion And Analysis

MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of the Taylor County Development Authority's (Authority) Annual Financial Report presents a narrative overview and analysis of the financial activities of the Authority for the fiscal year ended September 30, 2012 and is intended to highlight significant transactions, events and conditions. Please read it in conjunction with the Authority's financial statements and accompanying notes found on pages 16 - 23.

FINANCIAL HIGHLIGHTS

- The assets of the Authority exceeded its liabilities at the close of the most recent fiscal year by $257,585 (net assets). Of this amount, $88,783 (unrestricted net assets) may be used to meet the Authority's ongoing obligations to citizens and creditors.

- The Authority's total net assets decreased by $1,485 during the fiscal year, which represents a .57 percent decrease in net assets from the 2011 – 2012 fiscal year.

- As of September 30, 2012, the Authority's governmental funds reported combined ending unassigned fund balances of $47,675.

  During the current year, General Fund revenues exceeded expenditures by $1,594.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction to the Authority's basic financial statements which consist of three components:

(1) Government-wide financial statements
(2) Fund financial statements, and
(3) Notes to the financial statements.

This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad

overview of the Authority's finances, in a manner similar to a private-sector business. The statements include a statement of net assets and a statement of activities that are designed to provide consolidated financial information about the governmental activities of the Authority presented on the accrual basis of accounting.

The *statement of net assets* presents information on all of the Authority's assets and liabilities, with the difference between the two reported as net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether or not the financial position of the Authority is improving or deteriorating.

The *statement of activities* presents information showing how the Authority's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods, such as revenues pertaining to uncollected contributions and expenses pertaining to earned but unused vacation and sick leave.

Both of the government-wide financial statements distinguish functions of the Authority that are principally supported by intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the Authority include general government which represents the Authority's economic development services. Support functions such as administration are also included. Support from the Taylor County Board of County Commissioners provides most of the resources that support these services. There were no business-type activities of the Authority during 2012.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Certain funds are established by law while others are created by legal agreements, such as bond covenants. The Authority, like other state and local government entities, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Authority are classified as governmental funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on

near-term inflows and outflows of spendable resources as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in determining what financial resources are available in the near future to finance the Authority's programs.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Authority adopts an annual appropriated budget for its governmental fund. A budgetary comparison schedule has been provided for the General Fund.

Notes to the Financial Statements

The notes to the financial statements provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Required Supplementary Information

The Authority adopts an annual appropriated budget for its general fund and other governmental funds. A budget to actual comparison statement has been provided for the general fund and for the other governmental funds to demonstrate compliance with this budget.

ANALYSIS OF NET ASSETS GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net assets may serve as a useful indicator of a government's financial position. For the Authority, assets exceeded liabilities by $257,585 at the close of the current fiscal year. The largest portion of the Authority's net assets, $51,852, reflects investment in a certificate of deposit held in a regional bank. Unrestricted net assets amount to $88,783; this amount may be used to meet the Authority's ongoing obligations to citizens and creditors. Restricted assets of $51,750 represent Taylor County's matching grant of the award from the State of Florida, Executive Office of the Governor's Office of Tourism, Trade and Economic Development (Closing Fund Award) to Buckeye Technologies, Inc. This grant is to be disbursed over a four year period. The Authority uses these capital assets to provide services to Taylor County, Florida; consequently, these assets are not available for future spending.

Taylor County Development Authority
Statements of Net Assets

	September 30, 2012	September 30, 2011
Assets		
Current and other assets	$ 142,889	$ 143,365
Capital assets, net	117,052	120,131
Total assets	$ 259,941	$ 263,496
Liabilities		
Current liabilities	$ 2,356	$ 4,426
Total Liabilities	2,356	4,426
Net Assets		
Invested in capital assets	117,052	120,131
Restricted	51,750	103,500
Unrestricted	88,783	35,439
Total net assets	257,585	259,070
Total liabilities and net assets	$ 259,941	$ 263,496

An additional portion of the Authority's net assets, $51,750 represents resources that are subject to external restrictions on how they may be used. The remaining balance of capital assets is reported net of any related debt.

Analysis of Change in Net Assets

The Authority's net assets overall decreased by $1,485 during the current fiscal year. This decrease is explained in the government activities discussion below.

Taylor County Development Authority
Changes in Net Assets
Year ended September30,

	2012	2011
Revenues:		
Program revenues:		
Grants and contributions	$ 211,415	$ 125,470
General revenues:		
Contributions	-	5,200
Rental income	15,600	15,600
Interest and other revenues	27	134
Total revenues	227,042	146,404
Expenses:		
Economic Development	228,527	199,645
Total expenses	228,527	199,645
Change in net assets	(1,485)	(53,241)
Net assets, beginning	259,070	312,311
Net assets, ending	$ 257,585	$ 259,070

FINANCIAL ANALYSIS OF THE AUTHORITY'S FUNDS

As noted earlier, the Authority uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds

The focus of the Authority's governmental funds is to provide information on near-term inflows, outflows, and balances of resources that are available for spending. Such information is useful in assessing the Authority's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. Types of governmental funds reported by the Authority include the General Fund.

As of the end of the current fiscal year, the Authority's governmental funds reported unrestricted ending fund balances of $88,783. Revenues for governmental functions overall totaled $211,415 for the current fiscal year. Expenditures totaled $228,527, which means that expenditures exceeded revenues by $17,112. The general fund is the chief operating fund of the Authority. At the close of the current fiscal year, the unassigned fund balance of the general fund was $47,675. The fund balance of the Authority's general fund increased by $1,594 during the current fiscal year.

CAPITAL ASSET AND DEBT ADMINISTRATION

The Authority's capital assets for its governmental activities as of September 30, 2012, amount to $117,052 (net of accumulated depreciation). Capital assets include land, buildings, improvements, and equipment. Capital asset additions amounted to $949.

Capital Assets

	Governmental Activities
Land	$ 80,713
Buildings	115,467
Equipment	42,123
Less: Depreciation	(121,251)
Total	$ 117,052

GENERAL FUND BUDGETARY HIGHLIGHTS

During 2012, the Authority did not amend its General fund Budget. The final expenses were less than the budgeted expenses by $84,409. Actual revenues were less than the final budgeted amounts by $82,815.

ECONOMIC OUTLOOK – TAYLOR COUNTY, FLORIDA

The community-wide visioning process, Vision 2060, has been completed and was accepted by the community in 2009. The visioning results have been incorporated into the county's comprehensive plan including a new economic element predicated on the new strategic economic development plan. The Vision 2060 plan has become Taylor County's planning tool, approved by the Florida Department of Community Affairs, in September, 2010. At the same time, DCA approved the County's Evaluation and Appraisal Report changes, resulting in over 13,000 acres with a land use category of regional employment center, allowing industrial uses. The community has a better understanding of the need to fund economic development at a higher level, although lack of infrastructure will continue to be a major obstacle to economic growth for the next decade.

Thule, Inc., working with the Taylor County Development Authority and the Taylor County Board of County commissioners (BOCC), reached a decision to expand their Perry manufacturing facility rather than in Georgia or Illinois. This will result in new jobs here and an increase in the County's tax base.

The Sports-Craft facility was purchased out of foreclosure by Perry Boat Works, manufacturer of Strike Yachts. Perry Boat Works was previously located on Highway 98 at the former American Marine Products complex. That facility is presently available for purchase or lease. As the economy continues to recover, this area of our economy could become robust again.

The Reserve at Sweetwater Estuary, a planned coastal resort community, if permitted, could be a catalyst-size project and would have a significant positive economic impact upon Taylor County when completed. The project would consist of 624 residential units, a 400 room conference hotel, 150,000 square feet of commercial space, civic and public uses, roads, pedestrian biking/cart trails, passive recreation boardwalks, kayak launching facility and supporting infrastructure. Also planned is an 18-hole golf course, an approximately 11,000 to 12,000 square foot clubhouse, a 5,500 to 6,500 square foot maintenance facility, and supporting infrastructure.

The organization of the North Florida Economic Development Partnership (NFEDP), comprised of the fourteen counties named in the Governor's proclamation designating the state's 3rd Rural Area of Critical Economic Concern (RACEC), holds enormous positive potential for the area.

This RACEC was recently redesignated for another five years. The fruition of the RACEC Catalyst project process, culminating in significant job creation within the region, over the next few years would be extremely positive. Taylor County, as a member of NFEDP, stands to reap some of that positive potential.

The City of Perry has announced out-of-the box incentives for the downtown area of the community. Coupled with increasing positive outlook on the economy, this could be a substantial influence on shortening the length of time before we have a robust and thriving downtown business district.

Many small businesses in the county have closed in the past few months. Larger firms have retrenched and downsized during these tough economic times. There does appear to be more positive economic news lately, although there is general agreement that recovering from the economic downturn is going to take somewhat longer than the year or two originally forecast.

REQUESTS FOR INFORMATION

This financial report is designed to provide a general overview of the Taylor County Development Authority's finances for all those with an interest in the government's finances. If you have questions about this report or need additional information, contact:

Taylor County Development Authority
P.O. Box 449
Perry, Florida 32348
850-584-5627

Basic Financial Statements

TAYLOR COUNTY DEVELOPMENT AUTHORITY
STATEMENT OF NET ASSETS
SEPTEMBER 30, 2012

	Governmental Activities
Assets	
Cash and cash equivalents	$ 135,781
Prepaids	7,108
Capital assets, net	117,052
Total assets	259,941
Liabilities	
Accounts payable	448
Accrued expenses	608
Deferred revenue	1,300
Total liabilities	2,356
Net assets	
Invested in capital assets	117,052
Restricted	51,750
Unrestricted	88,783
Total net assets	$ 257,585

See accompanying notes to financial statements.

TAYLOR COUNTY DEVELOPMENT AUTHORITY
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2012

Functions / Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Assets: Governmental Activities
Primary government:					
Governmental activities:					
Economic development	$ (228,527)	$ -	$ 211,415	$ -	$ (17,112)
Total governmental activities	$ (228,527)	$ -	$ 211,415	$ -	(17,112)

General revenues	
Rental income	15,600
Investment interest	27
Contributions	-
Total general revenues	15,627
Change in net assets	(1,485)
Net assets - beginning of the year	259,070
Net assets - end of the year	$ 257,585

See accompanying notes to financial statements.

TAYLOR COUNTY DEVELOPMENT AUTHORITY
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2012

	General Fund
Assets	
Cash and cash equivalents	$ 135,781
Prepaids	7,108
Total assets	$ 142,889
Liabilities and Fund Balances	
Liabilities	
Accounts payable	$ 448
Accrued expenses	608
Deferred revenue	1,300
Total liabilities	2,356
Fund balances	
Non-spendable	
Prepaids	7,108
Restricted for:	
Economic development	51,750
Committed for:	
Economic development	4,000
Assigned to:	
Subsequent year's budget	30,000
Unassigned	47,675
Total fund balances	140,533
Total liabilities and fund balances	$ 142,889

See accompanying notes to financial statements.

TAYLOR COUNTY DEVELOPMENT AUTHORITY
RECONCILIATION OF THE BALANCE SHEET TO THE STATEMENT OF NET ASSETS
SEPTEMBER 30, 2012

Total fund balances, governmental funds	$	140,533
Capital assets used in governmental activities are not financial resources and therefore are not reported in the fund financial statements.		117,052
Total net assets - governmental activities	$	257,585

See accompanying notes to financial statements.

TAYLOR COUNTY DEVELOPMENT AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2012

	General Fund
Revenues	
Grants	$ 121,415
Contributions	90,000
Rental income	15,600
Interest and other revenues	27
Total revenues	227,042
Expenditures	
Current:	
Economic development	224,499
Capital outlay	949
Total expenditures	225,448
Net change in fund balances	1,594
Fund balances, beginning of year	138,939
Fund balances, end of year	$ 140,533

See accompanying notes to financial statements.

TAYLOR COUNTY DEVELOPMENT AUTHORITY
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2012

Net change in fund balances - governmental funds	$	1,594
Depreciation on capital assets is not recognized in the fund financial statements but is reported as an expense in the Statement of Activities.		(4,028)
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. Capital outlay, reported as expenditures in governmental funds are shown as capital assets in the Statement of Activites.		949
Change in net assets of governmental activities	$	(1,485)

See accompanying notes to financial statements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of Significant Accounting Policies is presented to assist the reader in interpreting the financial statements and other data in this report. These policies are considered essential and should be read in conjunction with the accompanying financial statements.

The financial statements of the Authority have been prepared in accordance with generally accepted accounting principles as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting. The GASB periodically updates its codification of the existing Governmental Accounting and Financial Reporting Standards, which along with the subsequent GASB pronouncements (Statements and Interpretations) constitutes GAAP for governmental units. The most significant of these accounting policies are described below.

Effective October 1, 2003, the Authority adopted the provisions of Governmental Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments*, GASB Statement No. 37, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments; Omnibus,* GASB Statement No. 38, *Certain Financial Statement Note Disclosures,* and Interpretation No. 6, *Recognition and Measurement of Certain Liabilities and Expenditures in Governmental Fund Financial Statements.* Effective October 1, 2011, the Authority adopted the provisions of GASB Statement 54, Fund Balance Reporting and Governmental Fund Type Definitions.

The Authority's financial statements have been prepared in accordance with the presentation requirements of these statements and interpretation.

Reporting Entity

The Taylor County Development Authority was authorized under Chapter 59-1936, 59-1922 and 59-1927 House Bill No, 1013 (May 14, 1959) Laws of Florida, as amended by Chapter 67-2133 and 86-382, Laws of Florida for the purpose of "performing such acts as shall be necessary for the sound planning for and the development of Taylor County Florida". It is governed by a board of directors.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Reporting Entity - (continued)

As required by GAAP, the accompanying financial statements present the Authority as the primary government.

The Authority did not participate in any joint ventures during fiscal year 2011-2012.

Basis of Presentation Government-wide and Fund Financial Statements

Governmental-wide Financial Statements

The *government-wide financial statements* include the statement of net assets and the statement of activities. These statements report financial information for the Authority as a whole.

Government-wide financial statements are prepared using the economic resources measurement focus. The *statement of activities* reports the expenses of a given function offset by program revenues directly connected with the functional program. A function is an assembly of similar activities and may include portions of a fund or summarize more than one fund to capture the expenses and program revenues associated with a distinct functional activity.

Program revenues may include: (1) charges for services which report fees, fines and forfeitures, and other charges to users of the Authority's services; (2) operating grants and contributions which finance annual operating activities including restricted investment income; and (3) capital grants and contributions which fund the acquisition, construction, or rehabilitation of capital assets. These revenues are subject to externally imposed restrictions to these program uses. Other revenue sources not properly included with program revenues are reported as general revenues.

Fund Financial Statements

Fund financial statements are provided for governmental, proprietary and fiduciary funds.

The Authority reports the following major governmental fund:
General Fund – The *General Fund* is the general operating fund of the Authority. It is used to account for all financial resources, which are not properly accounted for in another fund. Activities related to the promotion of economic development flow through the *General Fund.*

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resource measurement focus* and the *accrual basis of accounting*. Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and recorded in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Government fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, expenditures related to compensated absences and claims and judgments and principal and interest on long term debt, are recorded only when payment is due.

Interest revenue and charges for services, if any, associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The Authority reports the Government Fund. The measurement focus of the Government Funds (in the Fund Financial Statements) is upon determination of financial position and changes in financial position (sources, uses, and balances of financial resources) rather than upon net income. The Government Fund accounts for the Authority's primary services – economic development and is the primary operating unit of the Authority.

Assets, Liabilities, and Net Assets or Equity

Cash and Cash Equivalents:

The Authority has defined Cash and Cash Equivalents to include cash on hand, demand deposits, and cash with fiscal agent.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Capital Assets:

Capital assets, which include land, buildings, equipment, improvements other than buildings, intangibles are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets, other than infrastructure, are defined as assets with a cost of $500 or more and an estimated useful life greater than one year. Infrastructure assets are long-lived capital assets that normally are stationary in nature and can be preserved for a significantly greater number of years than most general capital assets. Examples of such assets are buildings, roads, bridges, sidewalks, paved paths, utility systems, storm water drainage systems, traffic control and lighting systems. There are no infrastructure assets reported in the financial statements.

Capital assets are recorded at historical cost when purchased or constructed. Donated capital assets are recorded at the estimated fair market value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Capital assets used in governmental activities are not financial resources, and therefore, are not reported in the fund's financial statements. These general capital assets are included in the governmental activities column of the government-wide financial statements. Depreciation on all exhaustible capital assets used in the General Funds is charged as an expense against their operations. Accumulated depreciation is reported on the respective fund's Statement of Net Assets.

Capital assets are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings	20-30
Improvements other than buildings	15-50
Equipment and machinery	2-20
Vehicles	3-10
Infrastructure	10-40

Compensated Absences:

Full-time, permanent employees are granted vacation benefits in varying amounts to specified maximums depending on tenure with the Authority. Sick leave accrues to full-time, permanent employees to specified maximums. Generally, after one year of service, employees are entitled to a percentage of their sick leave balance and all accrued vacation leave upon termination. The estimated liabilities include required salary-related payments. Compensated absences are not reported as accrued in the government-wide statements because they are not considered material.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Equity:

Governmental fund equity is classified as fund balance. Fund balance is further classified as nonspendable, restricted, committed, assigned, or unassigned. Nonspendable fund balance cannot be spent because of its form. Restricted fund balance has limitations imposed by creditors, grantors, or contributors or by enabling legislation or constitutional provisions. Committed fund balance is a limitation imposed by the Authority board through approval of resolutions. Assigned fund balances classification reflects the amounts constrained by the Authority's "intent" to be used for specific purposes, but are neither restricted nor committed. Unassigned fund balance in the General Fund is the net resources in excess of what can be properly classified in one of the above four categories. Negative unassigned fund balance in other governmental funds represents excess expenditures incurred over the amounts restricted, committed, or assigned to those purposes.

When both restricted and unrestricted fund balances are available for use, it is the Authority's policy to use restricted fund balance first, then unrestricted fund balance. Furthermore, committed fund balances are reduced first, followed by assigned amounts, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications can be used.

Estimates:

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures; accordingly; actual results could differ from these estimates.

NOTE 2 - STEWSRDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budgetary Information

The Authority follows these procedures in establishing the budgetary data reflected in the financial statements.

1. Prior to September 1, the Authority Director submits to Taylor County and the Authority Board a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.

2. Public meetings and workshops are conducted to obtain comments.

3. Prior to October 1, the budget is legally enacted through passage of a resolution.

NOTE 2 - STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY - (CONTINUED)

4. The Board adopts the budget resolution for the governmental funds. Annual budgets are adopted on a basis consistent with GAAP. The appropriated budget is prepared by fund, function and department. The Authority Director may make transfers of appropriations within a department. Expenditures may not legally exceed appropriations for each individual department.

5. All budget amounts presented in the accompanying financial statements may be adjusted for revisions of the annual budgets during the year. The effect of these revisions would be to reallocate funds within the budget, which did not cause an overall increase in the total budget. Appropriations, except open project appropriations, lapse at the end of the fiscal year. The Authority does not use the encumbrance method.

Compliance with Finance-Related Legal and Contractual Provisions

The Authority has no finance-related legal and contractual provisions.

NOTE 3 – CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of restricted and unrestricted cash and investments with maturities, when purchased, of ninety days or less.

Deposits and Investments

Deposits - At year end, the book balance of the Authority's deposits was $135,781, consisting of $74,607 maintained in two checking accounts, $9,322 deposited in the State Board of Administration of Florida's Local Government Surplus Trust Fund Investment Pool and $51,852 in a Certificate of Deposit at a local bank.

The Florida Security for Public Deposits Act; Chapter 280 of the Florida Statutes, provides that qualified public depositories must maintain eligible collateral having a market value equal to fifty percent of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held by the depository during the twelve months immediately preceding the date of any computation of the balance. As such, the depository is not required to hold collateral in the Authority's name nor specify which collateral is held for the Authority's benefit. The Public Deposit Security Trust Fund, as created under the laws of the State of Florida, would be required to pay the Authority for any deposits not covered by depository insurance or collateral pledged by the depository as previously described.

Except for the pension trust funds, the Authority's investment activity for the year consisted solely of certificates of deposit with various short-term maturities, i.e., for periods of less than three months. All such investments are recorded at cost which approximates market value and would be classified in category (1) reflected above.

NOTE 4 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2012 was as follows:

	Primary Government			
	Beginning Balance	Additions	Reductions	Ending Balance
Governmental Activities:				
Non-depreciable assets:				
Land	$ 80,713	$ -	$ -	$ 80,713
Depreciable assets:				
Buildings	115,467	-	-	115,467
Equipment	41,174	949		42,123
	237,354	949	-	238,303
Less: Accumulated depreciation	117,223	4,028		121,251
Capital assets, net	$ 120,131	$ (3,079)	$ -	$ 117,052

NOTE 5 – OTHER INFORMATION

Risk Management

The Authority is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the Authority carries commercial insurance. Through the Florida League of Cities, insurance against losses are provided for the following types of risk:

- Workers' Compensation and Employer's Liability
- General and Automobile Liability
- Real and Personal Property Damage
- Public Officials Liability
- Accidental Death and Dismemberment

The Authority's coverage for Workers' Compensation is under a retrospectively rated policy. Premiums are accrued based on the ultimate cost to date of the Authority's experience for this type of risk.

NOTE 6 - SUMMARY DISCLOSURE OF SIGNIFICANT CONTINGENCIES

Litigation

During the ordinary course of its operation, the Authority may be a party to various claims, legal actions and complaints. These matters are covered by the Authority's Risk Management Program.

In the opinion of the Authority's management and legal counsel, there are no matters that are anticipated to have a material financial impact on the Authority.

NOTE 7 - DEFINED BENEFIT PENSION PLAN

The Taylor County Development Authority participates in the Florida Retirement System (System), a cost sharing multiple-employer public employee retirement system administered by the State of Florida to provide retirement and survivor benefits to participating public employees.

Chapter 121, Florida Statutes, establishes the authority for participant eligibility, contribution requirements, vesting eligibility and benefit provisions. For the period October 1, 2011 through September 30, 2012, the total payroll for all employees was $111,226. The payroll for employees covered by the system was $111,226.

The "pension benefit obligation" is a standardized disclosure measure of the present value of pension benefits, adjusted for the effects of projected salary increases and step-rate benefits, estimated to be payable in the future as a result of employee service date. The measure, which is the actuarial present value of credited projected benefits, is intended to help users assess the System's funding status on a going concern basis, assess progress made in accumulating sufficient assets to pay benefits when due, and make comparisons among public employee retirement systems and employers. The System does not make separate measurements of assets and the pension benefit obligations for individual employers.

Ten year historical trend information showing the System's progress in accumulating sufficient assets to pay benefits when due is presented, when available, in the System's Annual report for the fiscal year ended June 30, 2008.

During the 2011 – 2012 fiscal year, the System held no securities issued by the employer.

TAYLOR COUNTY DEVELOPMENT AUTHORITY
BUDGET TO ACTUAL COMPARISON STATEMENT – GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2012

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final	Amounts	Over / (Under)
Revenues				
Grants	$ 121,415	$ 121,415	$ 121,415	$ -
Contributions	90,000	90,000	90,000	-
Rental income	15,600	15,600	15,600	-
Interest and other revenues	1,092	1,092	27	(1,065)
Carryforward surplus	81,750	81,750	-	(81,750)
Total revenues	309,857	309,857	227,042	(82,815)
Expenditures				
Economic development:				-
Personnel cost	120,123	120,123	112,889	(7,234)
Insurance	6,000	6,000	5,486	(514)
Communications services	6,913	6,913	4,580	(2,333)
Marketing and promotions	64,500	64,500	12,464	(52,036)
Membership dues	4,035	4,035	3,574	(461)
Office expense	2,480	2,480	2,846	366
Postage	580	580	306	(274)
Travel and entertainment	2,500	2,500	1,891	(609)
Lodging	2,500	2,500	1,227	(1,273)
Legal and consulting fees	6,000	6,000	2,950	(3,050)
Accounting fees	4,000	4,000	2,900	(1,100)
Repairs and maintenance	3,300	3,300	1,539	(1,761)
Staff education	3,000	3,000	2,419	(581)
Data processing	4,200	4,200	2,178	(2,022)
Vehicle expense	5,500	5,500	5,550	50
Bank fees	250	250	65	(185)
Miscellaneous	2,749	2,749	1,786	(963)
Contingency	5,285	5,285	-	(5,285)
Projects/Grants	61,750	61,750	57,105	(4,645)
Sales tax	1,092	1,092	106	(986)
Board & annual meeting	900	900	861	(39)
Utilities	2,200	2,200	1,776	(424)
Capital outlay	-	-	949	949
Total expenditures	309,857	309,857	225,448	(84,409)
Excess (deficiency) of revenues over expenditures	-	-	1,594	1,594
Fund balance, beginning of year	-	-	138,939	138,939
Fund balance, end of year	$ -	$ -	$ 140,533	$ 140,533

BARZANA
& ASSOCIATES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Taylor County Development Authority
Perry, Florida

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Taylor County Development Authority , as of and for the year ended September 30, 2012, which collectively comprise the Authority's basic financial statements and have issued our report thereon dated November 22, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Taylor County Development Authority's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Taylor County Development Authority 's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Taylor County Development Authority 's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or a combination of control deficiencies, that adversely affects the Taylor County Development Authority 's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the Taylor County Development Authority 's financial statements that is more than inconsequential will not be prevented or detected by the Taylor County Development Authority 's internal control.

A material weakness is a significant deficiency, or a combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the Taylor County Development Authority's internal control.
Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Barzana & Associates, P.A. • 3030 N. Rocky Point Drive W., Suite 150 • Tampa, Florida 33607 • Phone: (813) 598-6984 • Fax: (813) 708-1289 • www.barzana-associates.com

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Taylor County Development Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain matters that we reported to management of the Taylor County Development Authority in a separate letter dated November 22, 2012.

This report is intended solely for the information and use of management, the Authority Commission, management and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

Barzana & Associates PA

Barzana & Associates, P.A.

Tampa, Florida
November 22, 2012

BARZANA
& ASSOCIATES, P.A.
CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

MANAGEMENT LETTER

To the Board of Directors
Taylor County Development Authority
Perry, Florida

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Taylor County Development Authority (hereinafter referred to as the "Authority") as of and for the fiscal year ended September 30, 2012, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated November 22, 2012, which includes an emphasis of a matter paragraph.

We conducted our audit in accordance with United States generally accepted auditing standards; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standard require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

In addition, we have issued our Report on Internal Control over Financial Reporting and Compliance and Other Matters dated November 22, 2012. Disclosures in that report should be considered in conjunction with this management letter.

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the Authority, as described in the first paragraph, we report the following:

I. Current year findings and recommendations.
II. Status of prior year findings and recommendations.
III. Compliance with the Provisions of the Auditor General of the State of Florida.

This report is intended for the information of the management, Board of Directors of the Authority, and the Auditor General of the State of Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Taylor County Development Authority, Perry, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

Barzana & Associates PA

Barzana & Associates, P.A.

Tampa, Florida
November 22, 2012

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REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

All current year findings have been included in the second preceding financial audit report.

2012-01 MAINTAIN FIXED ASSET RECORDS

Observation: At the present time, fixed asset records are not maintained by the Authority. Several fixed assets were not included on the inventory of fixed assets list.

Recommendation: We recommend that the Authority maintain detailed fixed asset records and reconcile these records to the general ledger on a timely basis to ensure accurate accounting for assets. Specifically, fixed asset records should include the following data:

- Description of asset
- Cost and vendor name
- Date placed in service
- Estimated useful life
- Depreciation method
- Depreciation expense and accumulated depreciation for the year
- Date asset retired and selling price if applicable

Complete information such as the above on all fixed assets would provide excellent control for the safeguarding of these assets, which are significant in costs. Better assessment and evaluation could also be made regarding the reliability of certain fixed and the need for replacement.

Management Response: Management has indicated that it will take the necessary steps to ensure that fixed asset records are properly maintained.

2012-02 ACCOUNTING POLICIES AND PROCEDURES

Observation: During our audit, we noted that the Authority does not have a written accounting policies and procedures manual. The purpose of such a manual are to ensure that proper accounting principles are being applied, that similar transactions are treated consistently, and that financial reports are produced in the form desired by management. A well written accounting manual will aid in the training of new employees and assist management in delegating and segregating duties. The manual should include:

- An organizational chart
- Job descriptions, outlining duties and responsibilities
- Description of methods, procedures, and accounting principles to be followed, including explanations and examples of principle transactions
- A chart of accounts with detailed explanation of items to be included therein
- Any other documents or forms for which uniformity of use is desired

REPORT TO MANAGEMENT(CONTINUED)

2012-02 ACCOUNTING POLICIES AND PROCEDURES(CONTINUED)

Recommendation: We recommend that the Authority develop a comprehensive accounting policies and procedures manual.

Management Response: Management has indicated that the preparation of an accounting manual will be addressed.

2012-03 BUDGET

Observation: The budget was not amended to reflect changes in requirements. There were no minutes to reflect variations in budget versus actual and amendments to the budget. The budget sets forth the goals and objectives of the Authority and serves as a fiscal management and monitoring tool.

Recommendation: We recommend that the budget amounts be reviewed by board members periodically and amendments be made to the budget to reflect the appropriate amounts under the given circumstances.

Management Response: Management has indicated that it will take the necessary steps to ensure that budget amounts are reviewed by board member periodically and that amendments to the budget are approved by the board and documented in the minutes.

2012-04 INVESTMENT POLICY

Observation: The Authority does not have a formal investment policy.

Recommendation: The Authority should formulate and establish a formal written investment policy that details the board's philosophies, policies, and goals. The policy would allow the board to maximize the income earned on investments at an acceptable level of risk and would safeguard the Authority's assets against misuse. The policy should include who has the right to transfer between the investment accounts, transaction amount limits, what kind of investments can be made, and who can authorize purchases and sales. The policy should also address the investment goals of the Authority, the targeted return for the investment portfolio, the amount of acceptable risk, and evaluate the risk/reward of investments alternatives. The investment returns and composition should be analyzed at least quarterly to evaluate performance and adherence to the investment policy.

Management Response: Management has indicated that the formulation and establishment of a formal written investment policy will be addressed.

REPORT TO MANAGEMENT(CONTINUED)

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

ITEM #1 FINDING – MAINTAIN FIXED ASSET RECORDS

Current Status: See finding no. 2012-01 above.

ITEM #2 FINDING – ACCOUNTING POLICIES AND PROCEDURES

Current Status: See finding no. 2012-02 above.

ITEM #3 FINDING – BUDGET

Current Status: See finding no. 2012-03 above.

ITEM #4 FINDING – INVESTMENT POLICY

Current Status: See finding no. 2012-04 above.

REPORT TO MANAGEMENT(CONTINUED)

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address significant findings and recommendations made in the preceding annual financial audit report.

   There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2011, except as noted above.

2. A statement as to whether or not the local governmental entity complied with Section 218.415, Florida Statutes, regarding the investment of public funds.

   The Authority complied with Section 218.415, Florida Statutes, regarding the investment of public funds, except as noted above.

3. Any recommendations to improve the local governmental entity's financial management.

   There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2012, except as disclosed above.

4. Violations of provisions of contracts or grant agreements or abuse that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but more than inconsequential.

   There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2012, except as disclosed above.

5. For matters that have an inconsequential effect on the financial statements, considering both quantitative and qualitative factors, the following may be reported based on professional judgment:

   a. Violations of provisions of contracts or grant agreements, fraud, illegal acts, or abuse.

   b. Deficiencies in internal control that are not significant deficiencies.

      There were no such matters discovered by, or that came to the attention of, the auditor, that were inconsequential required to be reported for the fiscal year ended September 30, 2012, except as disclosed above.

6. The name or official title and legal authority of the Authority are disclosed in the notes to the financial statements.

REPORT TO MANAGEMENT(CONTINUED)

7. The financial report filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes agrees with the September 30, 2012 financial audit report.

8. The Authority has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

9. We applied financial condition assessment procedures pursuant to Rule 10.556(7) and no deteriorating financial conditions were noted. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER APPROVAL OF A REQUEST TO LEASE FOREST CAPITAL HALL BY UPWARD BASKETBALL/CHEERLEADING SPORTS, AS AGENDAED BY GARY KNOWLES, ADMINISTRATIVE COMMISSIONER
MEETING DATE REQUESTED:	12/18/12

Statement of Issue: THE BOARD CONSIDER LEASE REQUEST

Recommended Action: APPROVE

Fiscal Impact: $750.00

Budgeted Expense: N/A; IMPACT IS A REVENUE

Submitted By: GARY KNOWLES

Contact: 850-838-1588

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THIS LEAGUE HAS BEEN OPERATING OUT OF FOREST CAPITAL HALL FOR THE PAST 6 YEARS AND SERVES AN AVERAGE OF 180 CHILDREN.

Options: APPROVE/DENY

Attachments: LEASE AGREEMENT

UPWARD BASKETBALL/CHEERLEADING SPORTS

FIRST BAPTIST CHURCH OF PERRY
102 N CENTER STREET
PERRY, FLORIDA 32347
(850) 584-7066

Taylor County Board of County Commissioners
Office of the County Administrator
102 E Green St
Perry, FL 32347

Dear Mr. Brown

We respectively request approval for the use of the Forest Capital Hall to provide community wide children's basketball and cheerleading league. This league promotes equal playing time and welcomes all children ages Kindergarten through Eighth Grade from our community. This will be our seventh season and we have averaged around 180 children the last Six years. We have provided positive role models and leadership while promoting affirmative sportsmanship. Our motto is Every Child's a Winner and we work diligently to insure every child and family has a positive and rewarding experience. We are extremely grateful for your support and we enjoy working with your staff in utilizing your facility to provide recreation to this age group. We are requesting use for evaluations on November 12, 13, and 15, 2012 and for practices and games from January 1st 2013 to March 2nd 2013. Thank you for your cooperation and for all you do to make this possible.

Sincerely,

Scott Bembry 584-8278
League Director
Gary Knowles 838-1588
Administrative Commissioner

LEASE OF FOREST CAPITAL HALL

1. This Lease is made and executed this _____ day of _____, 2012, by and between THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, Post Office Box 620, Perry, Florida 32348, hereinafter called Lessor and the FIRST BAPTIST CHURCH, 102 North Center Street, Perry, Florida 32347, hereinafter called "Lessee".

2. Lessor hereby leases to Lessee and Lessee hereby rents from Lessor, the following described space: Forest Capital Hall.

3. The said space is leased for a term from November 12, 2012 to March 2, 2013.

4. The rent shall be $750.00 for the above term.

5. Lessee shall use and occupy the premises for the youth basketball league in Taylor County, Florida. Lessor represents that the premises may lawfully be used for such purpose.

6. Lessee shall pay rent to Lessor at Lessor's above-stated address, or at such other place as Lessor may designate in writing.

7. Lessee shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state and county governments. All improvements made by Lessee to the premises which are so attached to the premises that cannot be removed without material injury to the premises, shall become the property of Lessor upon installation. Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures, cabinetwork, moveable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the premises in as good condition as they were at the beginning of the term, reasonable wear, damage by fire, the elements, casualty, or other cause not due to the misuse or neglect of Lessee or Lessee's agents, employees, excepted. All property of Lessee remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor.

8. Lessee shall not, without first obtaining the consent of Lessor, make any alterations, additions or improvements in, to or on and about the premises.

9. Lessee shall not do or suffer anything to be done on the premises that will increase the rate of fire insurance on the building. The Lessor shall be the beneficiary of the Lessee's fire insurance policy on the building.

10. Lessee shall not, without first notifying the Lessor, abandon the premises, or allow the premises to become vacant or deserted.

11. Lessee shall not, without first obtaining the written consent of Lessor, assign, mortgage, pledge or encumber this lease, in whole or in part, or sublet the premises or any part thereof. This covenant shall be binding on the legal representatives of Lessee, and on every person or agency to whom Lessee's interest under this lease passes by operation of law.

12. Lessor may enter the premises at any reasonable time on reasonable notice to Lessee for the purpose of inspection or the making of repairs, replacement, or additions in, to, on and about the premises or the building, as Lessor deems necessary or desirable. Such repairs, replacement or additions to the premises or building shall not materially interrupt daily operations of Forest Capital Hall.

13. No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.

14. Lessor covenants that Lessee shall peaceably and quietly have, hold, and enjoy the premises for the term herein mentioned, subject to the provision of this lease.

15. This Lease shall be interpreted by the laws of the State of Florida, and venue of any lawsuit shall be exclusively in Taylor County, Florida.

16. Lessee will provide to the Lessor a statement of liability from their insurance carrier and shall indemnify the Lessor, its agents, employees from any liability as a result of the use of the premises Forest Capital Hall, and the Lessee shall require each parent or guardian to sign a hold harmless and waiver of liability for each child that participates in the basketball league.

LESSOR:	LESSEE:
_____	_____
BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA	FIRST BAPTIST CHURCH

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, Lonnie Houck, as Chairman of the Board of County Commissioners, 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 _____, 2012.

_____

NOTARY PUBLIC
My Commission Expires:

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 _____, 2012.

_____

NOTARY PUBLIC
My Commission Expires:

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	
MEETING DATE REQUESTED:	December 18, 2012

Statement of Issue: Land needs to be cleared for Spring Hill Cemetery use

Recommended Action: Allow inmates to clear the land

Fiscal Impact: Unknown

Budgeted Expense: Unknown

Submitted By: Pallbearers District #1

Contact: Shirley G. Scott 584-2404

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: There are few burial spaces available at the present cemetery

Options:

Attachments: Site Deed and map

OWNERSHIP INFORMATION

Name	CEMETERY SPRING HILL
Mailing Address	C/O BERNETHA WILLIAMS 1507 S PARKER ST; PERRY, FL 32348
Situs/Physical Address	

VALUES

Land Value	25,950
Ag Land Value	0
Building Value	0
Misc Value	0
Just Value	25,950
Assessed Value	25,950
Exempt Value	25,950
Taxable Value	0

LAST 2 SALES

Date	Price	Vacant?	Qual

OWNERSHIP INFORMATION

Name	CITIZENS OF PERRY HONORING MARY JANE COLSON
Mailing Address	1507 PARKER ST; PERRY, FL 32348
Situs/Physical Address	

VALUES

Land Value	8,200
Ag Land Value	0
Building Value	0
Misc Value	0
Just Value	8,200
Assessed Value	8,200
Exempt Value	8,200
Taxable Value	0

OWNERSHIP INFORMATION	
Name	CHURCH ST PETERS PRIMITIVE
Mailing Address	UNKNOWN ST JOHNS FREEWILL BAPT CH; 602 W CHURCH ST PERRY, FL 32347
Situs/Physical Address	

VALUES	
Land Value	10,000
Ag Land Value	0
Building Value	0
Misc Value	0
Just Value	10,000
Assessed Value	10,000
Exempt Value	10,000
Taxable Value	0

OWNERSHIP INFORMATION	
Name	PALLBEARERS UNION DISTRICT 1
Mailing Address	1001 HOMER J SMITH AVE; PERRY, FL 32348
Situs/Physical Address	
VALUES	
Land Value	5,150
Ag Land Value	0
Building Value	0
Misc Value	0
Just Value	5,150
Assessed Value	5,150
Exempt Value	5,150
Taxable Value	0

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	**Release of 4-H Funds/4-H Audit**
MEETING DATE REQUESTED:	Tuesday, December 18, 2012

Statement of Issue: Submission of 4-H audit for approval. Request release of budgeted funds for quarter 1.

Recommended Action: Approved pending receipt of audit report.

Fiscal Impact: $2790.00

Submitted By: Clay Olson, County Extension Director

Contact: Clay Olson, County Extension Director

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Attachments:

Taylor County 4-H Foundation, Inc.

Financial Statements & Supplementary Information

For the Years Ended September 30, 2012 and 2011

GLOVER & COMPANY, INC.
Certified Public Accountants
Post Office Box 12612
Tallahassee, Florida 32317

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GLOVER & COMPANY, INC.
Certified Public Accountants
Post Office Box 12612
Tallahassee, Florida 32317

Telephone (850) 422-1040
Fax (850) 422-1042

Report of Independent Auditors

To the Board of Directors
Taylor County 4-H Foundation, Inc.

We have audited the accompanying statements of financial position of Taylor County 4-H Foundation, Inc. (a nonprofit organization) as of September 30, 2012 and 2011, and the related statements of activities and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audits. We did not audit the statement of financial position of Taylor County 4-H Foundation, Inc. as of June 30, 2011 and the related statements of activities, financial position and cash flows for the year then ended. Those statements were audited by other auditors, which has an unqualified opinion, has been furnished to us. Our opinion insofar as it relates to these financial statements is based solely on the report of the previous auditor.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, based on our audit and the reports of other auditors, the financial statements referred to above present fairly, in all material respects, the financial position of Taylor County 4-H Foundation, Inc. as of September 30, 2012 and 2011, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Glover & Company, Inc.

Glover & Company, Inc.
November 9, 2012

Taylor County 4-H Foundation, Inc.
Statements of Financial Position
September 30, 2012 and 2011

Assets

	2012	2011
Current Assets		
Cash	$ 11,226	$ 4,777
Investments	23,485	19,430
Other Current Assets		
Prepaid Expenses	500	0
Total Current Assets	35,211	24,207
Property and Equipment		
Property and Equipment	1,904	1,904
Accumulated Depreciation	(1,904)	(1,904)
Total Property and Equipment	0	0
Total Assets	$ 35,211	$ 24,207

Liabilities and Net Assets

Current Liabilities		
Accounts Payable	$ -	$ -
Total Liabilities	0	0
Net Assets		
Unrestricted:		
Undesignated	11,726	4,777
Board Designated (See Note C)	23,485	19,430
Total Liabilities and Net Assets	$ 35,211	$ 24,207

Taylor County 4-H Foundation, Inc.
Statements of Activities
For the Years Ended September 30, 2012 and 2011

	2012	2011
Unrestricted Support and Revenue		
Donations	$ 6,165	$ -
Grants	11,810	11,810
Youth Camps	16,257	6,557
Other Program Fees and Revenue	1,401	936
Investment Gain	4,055	656
Total Support and Revenue	39,688	19,959
Expenses		
Program Services:		
County Funds	16,620	17,808
Youth Camps	9,676	9,707
Other Program Expenses	2,388	4,808
Total Expenses	28,684	32,323
Change in Unrestricted Net Assets	11,004	1,123
Unrestricted Net Assets, Beginning of Year	24,207	23,084
Unrestricted Net Assets, End of Year	$ 35,211	$ 24,207

Taylor County 4-H Foundation, Inc.
Statements of Cash Flows
For the Years Ended September 30, 2012 and 2011

	2012	2011
Cash Flows from Operating Activities		
Change in Net Assets	$ 11,004	$ 1,123
Adjustments to reconcile change:		
(Increase) Decrease in:		
Accounts Payable and Prepaid Expenses	(500)	(400)
Unrealized Gain on Investments	(4,055)	(30)
Net Cash Used in Operating Activities	6,449	693
Cash Flows from Investing Activities		
Adjustments to reconcile change:		
(Increase) Decrease in:		
Redemption of Investments	-	500
Purchase of Investments	-	(626)
Net Cash Used in Investing Activities	-	(126)
Net Decrease in Cash and Cash Equivalents	6,449	567
Cash and Cash Equivalents, Beginning of Year	4,777	4,210
Cash and Cash Equivalents, End of Year	$ 11,226	$ 4,777

Taylor County 4-H Foundation, Inc.
Notes to Financial Statements
September 30, 2012

Note A - Summary of Significant Accounting Policies

Nature of the Organization

The Taylor County 4-H Foundation, Inc. (Organization) was organized to extend agricultural education to rural youth by organizing boys and girls clubs and through "learning by doing".

Basis of Accounting

The Organization's books are maintained on the accrual basis of accounting.

Basis of Presentation

In accordance with accounting principles generally accepted in the United States of America, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assts, and permanently restricted net assets. There were no temporarily restricted or permanently restricted net assets as of September 30, 2012 and 2011.

Cash Equivalents

The Organization considers all unrestricted highly liquid investments with an original maturity of three months or less to be cash equivalents.

Income Taxes

The Organization is exempt from state and federal income taxes under Section 501(c)(3) of the Internal Revenue Code. Therefore, no provision for income taxes has been recorded.

Property and Equipment

Property and equipment are recorded at cost. Contributed assets are reported at fair market value as of the date received. Additions, improvements, and other capital outlays that exceed a threshold of $500 and which significantly extend the useful life of the asset are capitalized. All property and equipment are depreciated using the straight-line method over the estimated lives of the assets.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results may differ from those estimates.

Donated Materials and Services

Donated materials and equipment are reflected as contributions in the accompanying statements at their estimated values at date of receipt. No amounts have been reflected in the statement for donated services, as no objective basis is available to measure the value of such services; however, a substantial number of volunteers have donated significant amounts of their time in the Organization's program services.

Investments

The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying statement of activities.

Note B - Concentrations of Credit Risk

The Organization maintains their operating, mutual funds and money market accounts at a Florida financial institution. Accounts at the institution are insured by the Federal Deposit Insurance Corporation up to $250,000. There are no uninsured cash balances as of September 30, 2012 or 2011.

Note C - Board Designated Assets

Board designated assets consist of funds designated by the Board for future needs of the Organization.

Note D - Equipment

The Organization's fixed assets at September 30, 2012 and 2011 consist of the following:

	2012	2011
Data Processing Equipment	$1,904	$1,904
Less: Accumulated Depreciation	(1,904)	(1,904)
Net Book Value	$ 0	$ 0

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Requesting Board approval to set dates for two public hearings to discuss and receive public input for the possible submission of grant application to the upcoming 2013-2014 Florida Boating Improvement Program (FBIP) funding cycle.
MEETING DATE REQUESTED:	December 18, 2012

Statement of Issue: **Requesting Board approval to set dates for two public hearings to discuss and receive public input for possible grant application submission to the 2013-2014 FBIP funding cycle. Grants staff is requesting public hearings be set for the January 7 and January 22, 2013 Board meetings.**

Recommended Action: **Public hearings to be set for the January 2013 Board meetings (January 7 and January 22).**

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

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The Florida Boating Improvement Program (FBIP) funding cycle for 2013-2014 has tentatively been set for February 2013 . Taylor County has been very successful in the past obtaining FBIP grants. The County currently has two open grants with FBIP in the amount of $100,000 and $175,000 which will be used to construct parking facilities at Keaton Beach Coastal Park for truck and trailer parking overflow for the adjacent Keaton Beach Boat Ramp. Consruction for this project should be underway in February 2013.**

FBIIP grant funds can be used for the construction or repairs of boat ramps and public launching facilities including piers, docks, and mooring facilities for motorized

boats, and boating facility amenities including paved parking, and restrooms. Also eligible is the installation or removal of recreational channel and waterway markers, boating education, and economic development initiatives that promote boating.

Attachments: Not applicable at this time.

2A

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to review and approve Conformed Documents with Contract and Notice To Proceed with Music Construction, Inc. in the amount of $877,844.00 for Phase II of the Runway 18/36 Rehabilitation Project at Perry Foley Airport.
MEETING DATE REQUESTED:	December 18, 2012

Statement of Issue: **Board to review and approve Contract and Notice to Proceed with Music Construction, Inc. for Phase II of Runway 18/36 Rehabilitation Project at Perry Foley Airport.**

Recommended Action: **Board to approve Contract and Notice to Proceed with Music Construction, Inc.**

Fiscal Impact: **This project is 100% grant funded. The County was awarded a grant in the amount of $877,879 from the Federal Aviation Administration (FAA) and $100,000 from the Florida Department of Transportation Aviation Division (FDOT). Total grant funds awarded for the project is $977,879.00. The County will not be providing a cash match.**

Budgeted Expense: Y/N Not Applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **Phase I of the Runway 18/36 Rehabilitation Project was completed in June 2012. Phase I had a cost of $819,832.50, with $798,841.00 being funded by FAA and FDOT grants and the County provided a match of $20,991.50.**

The Board received bids for Phase II of the runway rehabilitation August 6, 2012 with Music Construction, Inc. being the low bidder. The County has received FAA and FDOT grants in the amount of $977,879 for the rehabilitation project. AVCON, Inc. design, engineering, and construction management fees are $99,800.00 and are

also 100% grant funded. No County funds will be expended.

Runway 18/36 is the primary runway at the Airport and the rehabilitation is necessary to meet required aviation safety standards. This runway currently does not drain properly and with a moderate rain, ponding results on the runway. This safety hazard was addressed at the last three airport inspections by FDOT.

Attachments: Conformed Documents for Runway 18-36 Rehabilitation- Phase II and Notice to Proceed

NOTICE TO PROCEED

TO: **Music Construction, Inc.**
12285 235th Road
Live Oak, Florida 32060

Date: _____,2012

PROJECT: **RUNWAY 18-36 REHABILITATION—PHASE II AT PERRY FOLEY AIRPORT, PERRY, FLORIDA**

You are hereby notified to commence WORK in accordance with the Agreement dated December 18, 20 12, on or before December 19, 2012 (NTP) and you are to substantially complete the WORK within **110 calendar days** from NTP, on April 8, 2013. Final completion of all WORK will be within **140 calendar days** from NTP. The date of completion of all WORK is therefore May 8, 2013.

In case of failure on the part of the CONTRACTOR to complete the work within the time(s) specified in the contract, or within such additional time(s) as may be granted by the Taylor County Board of County Commissioners, the County will suffer damage, the amount of which is difficult, if not impossible, to ascertain. Therefore the CONTRACTOR shall pay to the COUNTY, as liquidated damages, the sum of $500.00 for each calendar day of delay that actual completion extends beyond the time limit specified until reasonable time as may be required for final completion of the work. In no way shall costs for liquidated damages be construed as penalty on the CONTRACTOR.

You are required to return an acknowledge copy of this **NOTICE TO PROCEED** to the **OWNER:**
Taylor County Board of County Commissioners, 201 East Green Street, Perry, FL 32347

Taylor County Board of County Commissioners
OWNER

BY: _____
Pam Feagle

TITLE: **Chairman**

ACCEPTANCE OF NOTICE

Receipt of the above **NOTICE TO PROCEED** is hereby acknowledged.

Music Construction, Inc.
Company Name

This the ____ day of _____, 20___

_____
Signature

_____
Type of Print Name

Title: _____

CONFORMED DOCUMENTS

for

RUNWAY 18-36 REHABILITATION—PHASE II

at

Perry Foley Airport
Perry, Florida

Prepared for:

Taylor County,
Board of County Commissioners

Prepared by:

AVCON, INC.
320 Bayshore Dr, Suite A
Niceville, Florida 32578
Phone: 850.678.0050

AVCON PROJECT #:
2012.148.01

November 2012

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CONTRACT

CONFORMED DOCUMENTS

RUNWAY 18-36 REHABILITATION—PHASE II
PERRY FOLEY AIRPORT—PERRY, FL

STANDARD FORM OF AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20 12 by and between the Taylor County Board of County Commissioners (hereinafter called Owner) and _____ Music Construction, Inc. _____ hereinafter called Contractor). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

Contractor shall complete the following work as specified or indicated in the Contract Documents. The Work is generally described as follows:

RUNWAY 18-36 REHABILITATION—PHASE II
PERRY FOLEY AIRPORT

BASE BID (SOUTH RUNWAY 18-36 PAVEMENT REHABILITATION)
ADDITIVE ALTERNATE NO. 1 (SHOULDER GRADING AND SODDING)

Article 2. ENGINEER.

The Project has been designed by:

AVCON, INC.
320 Bayshore Drive, Suite A
Niceville, Florida 32578
850-678-0050 office
850-678-0040 fax

who is hereinafter called Engineer and 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 completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

3.1 The Base Bid work shall be substantially complete within 110 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions. The Base Bid Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 140 calendar days after the date when the Contract Times commence to run. ~~If Additive Alternate No. 1 is awarded, an additional 20 days shall be added to the substantial and final completion schedules.~~ *(The contract times indicated above have been revised to include the 20 additional calendar days for Additive Alternate No. 1).*

3.2 *Liquidated Damages.* Owner and Contractor 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 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring of such proof, Owner and Contractor agree

that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amount specified in Paragraph 3.3 for each day that expires after the time specified in paragraph 3.1 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 time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner the amount specified in Paragraph 3.3 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

3.3 Liquidated damages, based upon the original contract amount of $ 877,844.00 will be Five-Hundred dollars and no cents ($500.00) per calendar day.

Article 4. CONTRACT PRICE.

This is a unit price contract. 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 established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Schedule submitted in the Bid Form. The cost of this project is Eight Hundred Seventy-Seven Thousand, Eight Hundred Forty-Four and no cents ($877,844.00) as per the attached Contractor bid.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

Article 5. PAYMENT PROCEDURES

Contractor shall submit Application 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.

5.1 *Progress Payments; Retainage.* Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the ___day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured based on the number of units completed.

5.1.1 Prior to Substantial completion, 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 shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

90 % of Work completed (with the balance being retainage).

90 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions).

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to 90 % of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.1.3 Retainage requirements may be changed to reflect a proposed change to state regulatory statutes.

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.13.

Article 6. CONTRACTOR'S REPRESENTATIONS.

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

6.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data."

6.2 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, performance or furnishing of the Work.

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

6.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to 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 4.2.1 of the General Conditions. Contractor accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely as provided in paragraph 4.2 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions, and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5 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.

6.6. Contractor has correlated the information known to Contractor, information and observation 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.
6.7. 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, and the Contract Documents are generally sufficient to indicate and convey

understanding of all terms and conditions for performance and furnishing of the Work.

Article 7. CONTRACT DOCUMENTS

The Contract Documents that comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

7.1 This Agreement (pages A-1 to A-6, inclusive)

7.2 Performance, Payment, and other Bonds

7.3 Notice to Proceed

7.4 General Conditions (pages GC-1 to GC-56, inclusive), Division 1 Specifications, General Provisions (pages GP-1 to GP-56, inclusive), and Special Provisions of the project manual

7.5 Specifications package as listed in the table of contents thereof

7.6 Drawings consisting of a cover sheet and sheets numbered G1 through G8 and C1 through C33, inclusive, with each sheet bearing the following general title:

RUNWAY 18-36 REHABILITATION—PHASE II
PERRY FOLEY AIRPORT

7.7 Addenda numbers 1 to 1, inclusive

7.8 Contractor's Bid Proposal, including submitted Bid Form and Bid Schedule

7.9 Documentation submitted by Contractor prior to Notice of Award

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

All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions

The documents listed in paragraph 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are not Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 8. MISCELLANEOUS.

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

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

8.3 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.

8.4 Any provisions 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.

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

This Agreement will be effective on _____, 20 12 (which is the Effective Date of the Agreement).

OWNER:

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

Signed: _____

Printed Name: _____

Title: _____

[CORPORATE SEAL]

ATTEST

Signed: _____

Printed Name: _____

Address for giving notices:

Melody Cox, Grants Administrator

Taylor County

201 East Green Street

Perry, Foley 32347

CONTRACTOR

Music Construction, Inc.

If Contractor is a corporation, attach evidence of authority to sign.

Signed: Dennis Music

Printed Name: Dennis Music

Title: President

[CORPORATE SEAL]

ATTEST

Signed: Mary C. Redding

Printed Name: Mary C. Redding

Address for giving notices:

12285 235th Road

Live Oak, Florida 32060

386-658-1598 Fax 386-658-2481

musicconstruction@windstream.net

PERFORMANCE BOND

Bond # 929555611

STATE OF FLORIDA
COUNTY OF Taylor

KNOW ALL MEN BY THESE PRESENTS that Music Construction, Inc., a Principal, hereinafter called Contractor, and Western Surety Company as Surety, hereinafter called Surety, are held and firmly bound unto the Taylor County Board of County Commissioners as Obligee, hereinafter called Owner, in the amount of Eight Hundred Seventy-Seven Thousand, Eight Hundred Forty-Four Dollars & No Cents and /100 Dollars ($ 877,844.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

~~WHEREAS, Contractor has by written agreement dated _____, 20 12, entered into a~~ Contract with Owner for the project titled RUNWAY 18-36 REHABILITATION—PHASE II at Perry Foley Airport in accordance with Drawings and Specifications prepared by AVCON, INC., which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the Principal shall in all respects promptly and faithfully perform and comply with the terms and conditions of said Contract and his obligations thereunder and shall indemnify the Owner ~~and the Consulting Engineer~~ and save ~~either or all of them against and~~ *Owner* from all costs, expenses and damages arising from the performance of said Contract or the repair of any work thore under, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, in accordance with the following terms and conditions:

1. The Principal and Surety jointly and severally agree to pay the Owner any difference between the sum to which the said Principal would be entitled on the completion of the Contract, and that sum which the Owner may be obliged to pay for the completion of said work by Contract or otherwise, and any damages, direct or indirect ~~or consequential~~, including without limitation those for delay, expenses, costs, and attorney's fees including appellate proceedings, which the said Owner may sustain on account of such work, or on account of the failure of said Contractor to properly and in all things, keep and execute all of the provisions of said Contract.

2. And this Bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the project by the Owner and shall provide that the Contractor guarantees to repair or replace for said period of one (1) year all work performed and materials and equipment furnished that were not performed and materials and equipment furnished that were not performed or furnished according to the terms of the Contract, and shall make good, defects thereof which have become apparent before the expiration of said period of one (1) year. If any part of the project, in the judgement of the Owner, for the reasons above stated needs to be replaced, repaired or made good during that time, the Owner shall so notify the Contractor in writing. If the Contractor refuses or neglects to do such work within five (5) days from the date of service of such Notice, the Owner shall have the work done by others an the cost thereof shall be paid by the Contractor or his Surety.

3. And the said Surety, for valu e received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

4. The Surety presents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's Rating of "A" and Financial Category of "Class VII."

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 6 day of November, 20 12.

ATTEST:

Mary C. Redding
(Principal) Secretary
Mary C. Redding

Music Construction, Inc.
Principal

By: Dennis Music
Dennis Music, President

12285 235th Road Live Oak, FL 32060
Address

SEAL:

Witness as to Principal

Address

ATTEST:

Ashley McFarland
(Surety) Secretary

SEAL:

Western Surety Company
101 S. Phillips Ave
Sioux Falls, SD 57104 (407) 919-3948
Surety

Joseph W. LoPresti
Attorney-in-Fact

Joseph W. LoPresti, Attorney-In-Fact & Florida Resident Agent
Brown & Brown of Florida, Inc. P.O. Box 173085, Tampa FL 33672 Inquiries: (813) 226 1322

Ashley McFarland
Witness as to Surety
Ashley McFarland
Brown & Brown of Florida, Inc. P.O. Box 173085, Tampa FL 33672
Inquiries: (813) 226 1322

PAYMENT BOND

KNOW ALL MEN by these presents; That we (1) Music Construction, Inc

12285 235th Road Live Oak FL, 32060 (386)658-1598 a (2)

hereinafter called "Principal" and (3) Western Surety Company, 101 S. Phillips Ave

of Sioux Falls, State of South Dakota, hereinafter call

the "Surety", are held and firmly bound unto (4) Taylor County Board of County Commissioners

of Perry, Florida, hereinafter called "OWNER", in the

penal sum of Eight Hundred Seventy-Seven Thousand, Eight Hundred Forty-Four Dollars & No Cents dollars

($ 877,844.00) in lawful money of the United States for the payment of which sum

well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors,

jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a

certain contract with the Owner, dated the _____ day of _____, 20__, a copy of

which is hereto attached and make a part hereof for the construction of: Perry-Foley Airport

Runway 18-36 Rehabilitation- Phase II

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be in any wise affect its obligation on this bond, and it does hereby waive notice of any such changes, extension of time, alteration or addition to the terms of the contractor or to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 6 day of November, 2012.

ATTEST:

(Principal) Secretary
Mary C. Redding

Music Construction, Inc.
Principal

By: Dennis Music
Dennis Music, President

12285 235th Road Live Oak FL, 32060
(386)658-1598

SEAL:

Witness as to Principal

Address

ATTEST:

Ashley McFarland
(Surety) Secretary

SEAL:

Ashley McFarland
Witness as to Surety
Brown & Brown of Florida, Inc. P.O. Box 173086, Tampa FL 33672
Inquiries: (813) 226 1322

Address

Western Surety Company 101 S. Phillips Ave
Sioux Falls, SD 57104 (407) 919-3948

Surety

Joseph W. LoPresti
Attorney-in-Fact

Joseph W. LoPresti, Attorney-In-Fact & Florida Resident Agent
Brown & Brown of Florida, Inc. P.O. Box 173086, Tampa FL 33672 Inquiries: (813) 226 1322

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Joseph W. LoPresti, Steve Ayers, Anna Lee Duncan, Mary Jane Gwyn, Mia Bush, Individually

of Tampa, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 30th day of July, 2008.

WESTERN SURETY COMPANY

Paul T. Bruflat, Senior Vice President

State of South Dakota
County of Minnehaha } ss

On this 30th day of July, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012

D. KRELL
NOTARY PUBLIC
SOUTH DAKOTA

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6 day of November, 2012.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-09-06

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Music Construction, Inc.

BID FORM

PROJECT IDENTIFICATION:

RUNWAY 18-36 REHABILITATION—PHASE II
PERRY FOLEY AIRPORT

THIS BID IS SUBMITTED TO:

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in these documents to perform and furnish all Work as specified or indicated in these documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of these documents.

2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for one hundred fifty (150) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) 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: (List Addenda by Addendum Number and Date)

   Addendum No.: 1 Date: July 30, 2012

   Addendum No.: _____ Date: _____

   Addendum No.: _____ Date: _____

   Addendum No.: _____ Date: _____

   (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, performance, and furnishing of the Work.

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

   (d) Bidder has carefully studied all 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 4.2.1 of the General Conditions. Bidder accepts the determination set forth in Article 4 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in paragraph 4.2 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicted in the Bidding Documents with respect to

underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of these Documents.

(e) Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in these documents.

(f) Bidder has correlated the information known to Bidder, information and observation obtained from visits to the site, reports and drawings identified in these documents and all additional examinations, investigations, explorations, tests, studies, and data with these documents.

(g) Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in these documents and the written resolution thereof by Engineer is acceptable to Bidder, and these documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm 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 will complete the Work in accordance with these documents for the price found in the Bid Schedule:

   Unit Prices have been computed in accordance with paragraph 11.9.2 of the General Conditions.

   Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in these documents.

5. Bidder agrees that Work associated with the Base Bid for the **RUNWAY 18-36 REHABILITATION—PHASE II** project will be substantially complete _90_ calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions. Bidder also agrees that Work associated with the Base Bid for the **RUNWAY 18-36 REHABILITATION—PHASE II** project will be completed and ready for final payment in accordance with paragraph 14.13 of the general conditions within _120_ calendar days after the date when the Contract Time commences to run. If Additive Alternate No. 1 is awarded, an additional 20 days shall be added to the substantial and final completion schedules.

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

7. The following documents are attached to and made a condition of this Bid and shall be completed and submitted as part of a responsive bid proposal. Bid proposals that do not include the following documents may be considered unresponsive:

   (a) This bid form (BF-1 to BF-5) fully completed. ✓

   (b) Bid schedule completed, with bid unit prices indicated numerically and in words (BS-1 to BS-14). ✓

   (c) Bid Affidavit (BA-1) ✓

   (d) Bid Security as required by the Instructions to Bidders in the form of a certified or bank check made payable to Taylor County or a Bid Bond on form attached (BB-1 to BB-2), issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions. ✓

   (e) Required Bidder's Qualification Questionnaire with supporting data. (BQQ-1 to BQQ-3) ✓

   (f) Form of Noncollusion Affidavit (NCA-1) ✓

   (g) Certification of Non-Segregated Facilities (NSF-1) ✓

   (h) Drug-Free Workplace Certification (DFWC-1) ✓

   (i) Indemnification and Hold Harmless (IHH-1) ✓

   (j) Worker's Compensation Affidavit (WCA-1) ✓

   (j) Buy American Certificate (BAC-1) ✓

   (k) Sworn Statement under Section 287.133 (3)(a), Florida Statutes, on Public Entity Crimes (SSPEC-1 to SPPEC-3) ✓

   (l) Davis-Bacon Wage Rates Certification (DBC-1) ✓

   (m) Disadvantaged Business Enterprise Program (DBEP-1 to DBEP-4) ✓

   (n) DBE Certificate of Compliance Form (DBECF-1) ✓

   (o) Insurance Compliance (IC-1) ✓

8. Communications concerning this Bid shall be addressed to the address of Bidder indicated below.

Music Construction, Inc.

12285 235th Road

Live Oak, Florida 32060

9. Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on 6th August ,20 12

State Contractor License No. CUC1223805 & CBC060439

If Bidder is:

An Individual

By N/A (SEAL)
(Individual's Name)

doing business as N/A

Business address: N/A

N/A

Phone No.: N/A

A Partnership

By N/A (SEAL)
(Firm Name)

N/A
(General Partner)

Business address: N/A

N/A

Phone No.: N/A

A Corporation

By Music Construction, Inc. (SEAL)
(Corporation Name)

Florida
(State of Incorporation)

By Dennis Music (SEAL)
Dennis Music (Name of person authorized to sign)

President
(Title)

(Corporate Seal)

Attest Mary C. Redding
Mary C. Redding (Secretary)

Business address: 12285 235th Road

Live Oak, Florida 32060

Phone No.: 386-658-1598

Date of Qualification to do business is 2/14/79

A Joint Venture

By N/A (SEAL)
(Name)

N/A
(Address)

By N/A (SEAL)
(Name)

N/A
(Address)

Phone Number and Address for receipt of official communications

386-658-1598 fax 386-658-2481

Music Construction, Inc.

12285 235th Road

Live Oak, Florida 32060

(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).

BID SCHEDULE - UNIT PRICES

(This is a Unit Price Contract)

BIDDER: Music Construction, Inc **DATE:** August 6, 2012

AIRPORT NAME: Perry Foley Airport

PROJECT DESCRIPTION: Runway 18-36 Rehabilitation ---Phase II

BID SCHEDULE

Base Bid - South Runway 18-36 Pavement Rehabilitation

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
1	M-101	Mobilization & Maintenance of Traffic Thirty Five Thousand Four Hundred Forty Four Dollars and No Cents	LS	1	$35,444.00	$35,444.00
2	P-120-1	Pavement Removal - Complete Asphalt Removal (Approx. 2" Depth) No Dollars and Seventy Five Cents	SY	26,500	$0.75	$19,875.00
3	P-120-2	Pavement Removal - Complete Asphalt Removal (Approx. 1 1/4" Depth) No Dollars and Seventy Five Cents	SY	13,300	$0.75	$9,975.00
4	P-120-3	~~Pavement Removal - Complete Concrete Removal (Approx. 6" Depth)~~	~~SY~~	~~420~~		
5	P-120-4	Complete Base and Subgrade Removal Three Dollars and No Cents	SY	960	$3.00	$2,880.00

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item	
6	P-156	Erosion and Pollution Control Five Thousand Dollars and No Cents	LS	1	$5,000.00	$5,000.00	✓
7	P-211-1	Lime Rock Base Course (Variable Depth) Four Dollars and Fifty Cents	SY	30,240	$4.50	$136,080.00	✓
8	P-211-2	Lime Rock Base Course (8" Depth) Six Dollars and No Cents	SY	960	$6.00	$5,760.00	✓
9	P-211-3	Existing Base Compaction No Dollars and Fifty Cents	SY	9,000	$0.50	$4,500.00	✓
10	P-211-4	Depression Repair (4 ft diameter max.) One Hundred Dollars and No Cents	EA	10	$100.00	$1,000.00	✓
11	P-401-SP	Bituminous Surface Course (Superpave™) One Hundred Dollars and Fifty Cents	TON	4,850	$100.50	$487,425.00	✓
12	P-605	Joint Sealing Filler Three Dollars and Fifty Cents	LF	13,400	$3.50	$46,900.00	✓
13	SP-8	Hazardous Material Disposal Five Thousand Dollars and No Cents	AL	1	$5,000.00	$5,000.00	✓

Bid Item	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/
14	P-620-1	Airfield Pavement Markings With Reflective Media, White No Dollars and Seventy Cents	SF	33,525	$0.70	$23,467.50
15	P-620-2	Airfield Pavement Markings With Reflective Media, Yellow No Dollars and Ninety Cents	SF	400	$0.90	$360.00
16	P-620-3	Airfield Pavement Markings Without Reflective Media, Black No Dollars and Forty Cents	SF	9,050	$0.40	$3,620.00
17	P-620-4	Complete Marking Removal One Dollar and Five Cents	SF	10,150	$1.05	$10,657.50

For all work required to perform the Base Bid in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Base Bid amount of:

TOTAL BASE BID AMOUNT(in words):

Seven Hundred Ninety Seven Thousand Nine Hundred Forty Four Dollars and No Cents

$797,944.00
(amount in numbers)

Note: Total Base Bid amount shall equal the sum of the totals for Bid Items No. 1 through 17

Additive Alternate No. 1 - Shoulder Grading and Sodding

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
18	P-152	Excavation and Embankment -- Shoulder Grading No Dollars and Fifty Cents	SY	34,000	$0.50	$17,000.00
19	T-904	Sodding, Bahia Argentina with Topsoil One Dollar and Eighty Five Cents	SY	34,000	$1.85	$62,900.00

For all work required to perform Additive Alternate No. 1 in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Additive Alternate No. 1 amount of:

TOTAL ADDITIVE ALTERNATE NO. 1 AMOUNT(in words):

Seventy Nine Thousand Nine Hundred Dollars and No Cents

$79,900.00
(amount in numbers)

Note: Total Additive Alternate No. 1 amount shall equal the total amount for Bid Item No. 18 through 19.

BID SUMMARY (amount in numbers)

(A) Total Base Bid	$	797,944.00
(B) Additive Alternate No. 1	$	79,900.00
(G) Total Bid Amount	$	877,844.00

**The total Bid Amount (C) shall equal the sum of (A) through (B). The Basis of Award shall be based on the lowest total of either the Base Bid or combinations of the total of the Base Bid and any Additivie Alternates, as finally determined by the owner and the funding agencies based on the availability of funding*

The Bidder represents that is has examind the site of the Work and informed itself fully in regard to all conditions pertaining to the ace where the work is to be done; that is has examined the plans and specifications for the work and other Contract Documents relative thereto and has read all of the Addenda furnished prior to the opening of the Bids, as acknowledged below; and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the Work to be performed.

If provided with a Notice of Intent to Award the Contract by the Owner, the Bidder shall execute and deliver to the Owner all of the documents required by the Contract Documents, including but not limited to, the Addendum to the Agreement and the Performance and Payment Bonds in the form contained in the Contract Documents, furnish the required evidence of the specified insurance coverages, furnish all necessary permits, license, materials, equipment, machinery, maintenance, tools, apparatus, means of transportation and labor necessary to complete the Work.

Dated and signed at Live Oak, Florida, this 6th day of August, 2012.

Music Construction, Inc.
Name of Bidder

Dennis Music
Authorized Signature

President
Title

12285 235th Road
Mailing Address

Live Oak, Florida 32060
City, State, Zip

59-3417360
(Federal ID No. or SS No.)

PAGE REPLACED PER ADDENDUM NO. 1 1

BID AFFIDAVIT

The following affidavit must be executed in order that your quotation may be considered.

STATE OF Florida

COUNTY OF Suwannee

Dennis Music of lawful age, being first duly sworn, upon his oath deposes and says: That he executed the accompanying Bid on behalf of the Contractor therein named, and that he had lawful authority so to do, and said Contractor has not directly or indirectly, entered into any agreement, expressed or implied, with any Contractor or Contractors, having to its object the controlling of the price or amount of such bid or any bids, the limiting of the bid or Contractors, the parceling or farming out to any Contractor or Contractors, to other persons of any part of the contract or any of the subject matter of the bids, or of the profits thereof, and that he has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with him in said bid or bids, until after the sealed bid or bids are opened.

Dennis Music [signature]
August 6, 2012
[date]

STATE OF Florida COUNTY OF Suwannee

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

[name of individual signing] Dennis Music

who, after first being sworn by me, affixed his/her signature in the space provided above on this 6th day of August, 20 12.

Subscribed and sworn to before me this 6th day of August, 20 12.

My Commission Expires:

Catherine Redding
Notary Public
Catherine Redding

CATHERINE REDDING
Commission # EE 054058
Expires February 7, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

BID BOND

BIDDER *(Name and Address)*:

Music Construction Inc
12285 235th Road
Live Oak, FL 32060 (386) 658-1598

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

Western Surety Company
101 S. Phillips Ave
Sioux Falls, SD 57104 (407) 919-3948

OWNER *(Name and Address)*:

Taylor County Board of County Commissioners
201 East Green Street
Perry, Florida 32347

BID:

BID DUE DATE: 8/6/12 4pm

PROJECT *(Brief Description Including Location)*:

Runway 18-36 Rehabilitation - Phase II Perry Foley Airport - Removing Existing asphalt and concrete pavement, new base material and new asphalt pavement, concrete joint rehab, pavement marking removal and replacement, minor garding and sodding

BOND:

BOND NUMBER: _____
DATE: *(Not later than Bid Due Date)*: _____
PENAL SUM: _____

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

BIDDER	SURETY
Music Construction, Inc. (Seal)	Western Surety Company (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Dennis Music	By: Joseph W. LoPresti
Signature and Title Dennis Music, President	Joseph W. LoPresti, Attorney-in-Fact & Florida Resident Agent Brown & Brown of Florida, Inc. P.O. Box 15519, Tampa FL 33684 Inquiries: (813) 226 1322
Attest: Mary C. Redding	Attest: Ashley McFarland
Signature and Title Mary C. Redding, Sec./Treas.	Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

EJCDC NO. 1910-28-C (1990 Edition)

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder 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 the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract 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 and Contract 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 of 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 and 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 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 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. Notice 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 deliver, 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 form this Bond shall be deemed to be included herein as if set forth at length. If any provision of any Bond conflicts with any applicable provision of 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.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Joseph W. LoPresti, Steve Ayers, Anna Lee Duncan, Mary Jane Gwyn, Mia Bush, Individually

of Tampa, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 30th day of July, 2008.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Paul T. Bruflat, Senior Vice President

State of South Dakota
County of Minnehaha } ss

On this 30th day of July, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012

D. KRELL
SEAL NOTARY PUBLIC SEAL
SOUTH DAKOTA

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23 day of July, 2012.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

L. Nelson, Assistant Secretary

Form F4280-09-06

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

BIDDER'S QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink).

1. How many years has your firm been in business as a Contractor? 41

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.
   See Attachment

3. List projects presently under construction by your firm the dollar volume of the contract and the percentage completion of the contract.

Live Oak Water System Phase II Live Oak, Florida	$469,370	43% Complete
Love's of Jasper Site Work Jasper, Florida	$2,101,228	88% Complete
McGranahan Driveway Live Oak, Florida	$48,450.00	0% Complete

4. Have you ever failed to complete work awarded to you; if so, state where and why.

   No

Name of Owner	Name,Location & Desc. of Project	Type of Work	Name of Architect or Engineer	Orig.Cont. Price Final Contract Price	Completion Dates: Original	Revised	Actual	Comp by Music Const.Inc.
JOB 260-2011	City of Live Oak Water System Improvements Ph. II	demo existing water system abandon 7 wells, new building	Eutaw Utilites Inc. Tallhassee,Fl. Lane Lucas 850-383-0400	441,175.00				
JOB 261-2011	94TH Street Construction Live Oak, Florida	rework road inlets, asphalt striping, grass	Keen Engineering,In. Live Oak, Fl. Curtis Keen 386-362-4787	108,704.00 104,249.00	11/5/2011		10/5/2011	70%
JOB 262-2011	Love's Travel Stop Site Work & Road Jasper, Florida	clearing, erosion cont., road, herbicide	Love's Inc. Oklahoma City Oklahoma City Barbara Young 405-302-6774	65,720.00 69,920.00	8/3/2011		7/8/2011	100%
JOB 263-2011	Runway 18-36 Rehab. Perry-Foley Airport Perry, Florida	pavement removal, new limerock base, new asphalt, lights, striping, grass	AVCON, Inc. Niceville, Fl. John Collins 850-678-0500	767,793.63	7/7/2012		5/9/2012	65%
JOB 264-2011	Warren Street Parking Live Oak, Florida	clearing, grub, asphalt, signs, striping, sod inlet, sidewalk fence	Eutaw Utilities Inc. Tallahassee,Fl. Lane Lucas 850-383-0400	87,940.00 95,140.00	4/3/2012		2/7/2012	65%

Name of Owner	Name,Location & Desc. of Project	Type of Work	Name of Architect or Engineer	Orig.Cont. Price Final Contract Price	Completion Dates: Original	Revised	Actual	Comp by Music Const.Inc.
JOB 254-2010	Hamilton Water & Sewer Hook-Ups Hamilton Co., Florida	water & sewer hook-up lift station, direct. Drill	S&S Conv. St. Fruit Stand Jasper, Fl.	18,650.00			10/1/2010	100%
JOB 255-2010	16" Water Extension Live Oak, Florida	16" water line direct. Drill	City of Live Oak Live Oak, Fl. Bob Farley 386-362-2226	51,106.00	8/24/2010		8/24/2010	100%
JOB 256-2010	Concrete Foundation Sandlin Sub-Station Hamilton Co., Florida	concrete footers & slab	Suwannee Valley Elect. Live Oak, Fl. 386-362-2226	45,940.00 62,411.00	11/30/2010		10/15/2010	100%
JOB 257-2010 2011	Water Treatment Plant No. 2 Expansion City of Newberry Newberry, Florida	Water Wells pumps, generator, concrete bld. chlorine syst.	Jones Edmunds & Assoc. Gainesville,Fl. Rachel Haseler 352-377-5821	573,124.00 591,491.91	9/3/2011	11/7/2011	11/4/2011	65%
JOB 258-2011	Suwannee County Bd. County Commiss. Soccer Complex Live Oak, Florida	soccer field	GTC Design Group, Inc. Live Oak, Fl. Tori Musgrove 386-362-3678	169,260.00 171,295.00	5/15/2011		4/15/2011	100%
JOB 259-2011	Tractor Supply, Inc. Site Work Live Oak, Florida	clearing, grubbing, dirt moving	Tractor Supply, Inc.	187,817.19	12/31/2011		11/31/11	100%

5. Do you plan to sublet any part of this work? If so, give details.

Asphalt
Striping
Grassing
Electrical

6. What equipment do you own that is available for this work?

See Attached List

7. What equipment do you plan to rent or purchase for this work?

None

8. Have you ever performed work under the direction of a Professional Engineer or Registered Architect? If so, list up to three (3) such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent projects).

AVCON, Inc. 320 Bayshore Dr., Niceville, Fl. 32578,John Collins 850-678-0050
North Fl. Professional Services, 484 SW Commerce Dr.,Lake City,Fl. 32025
Greg Bailey 386-965-8650
Eutaw Utilities, Inc.,2822 Remington Circle, Tallahassee, Fl. 32308
Lane Lucas 850-383-0400

9. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, a bank, and a major material supplier.

Surety-Western Surety Company,Brown & Brown of Fl., Inc. P.O. Box 15519, Tampa,Fl. 33684 - Joseph W. LoPresti 813-226-1322
Bank-First Federal Bank of Florida, 804 S. Ohio Ave., Live Oak, Fl. 32064 Carey Lee 386-362-3433
Supplier:Consolidated Pipe & Supply Co., Inc. 525 Fortune Blvd. Midway, Fl. 32343 Edward Scriven 850-408-9530

5226 Music Construction, Inc.
59-3417360
FYE: 12/31/2011

Book Asset Detail 1/01/11 - 12/31/11

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: BUILDINGS													
5		JOB SITE OFFICE TRAILER	11/20/87	5,765	0		1,765	5,669	0	5,669	96	S/L	10.0
39		Equipment Barn (at Dennis' house)	4/01/10	27,343	0		2,743	1,845	2,460	4,305	23,038	S/L	10.0
		BUILDINGS		33,108	0	c	4,508	7,514	2,460	9,974	23,134		
Group: EDP EQUIPMENT													
23		Fax Machine	8/31/01	137	0		14	124	0	124	13	S/L	5.0
26		Dim. 2350 Series, Intel Pentium 4 P	3/13/03	759	0		76	535	68	603	156	S/L	10.0
27		Dim. 2350 Series, Intel Pentium 4 P	3/13/03	759	0		76	535	68	603	156	S/L	10.0
28		Dell Sky Dive Mini Tower	3/27/03	700	0		70	488	63	551	149	S/L	10.0
29		H P Laser Jet 1300 Printer	8/13/03	535	0		54	357	48	405	130	S/L	10.0
34		New Dell computer	11/12/08	640	0		64	125	57	182	458	S/L	10.0
35		New Dell computer (2009 Allen)	11/12/09	800	0		80	84	72	156	644	S/L	10.0
36		Cathy's Typewriter	3/08/10	410	0		41	31	37	68	342	S/L	10.0
38		Brother EM - 530 Typewriter	5/10/10	488	49		0	78	44	122	366	S/L	10.0
		EDP EQUIPMENT		5,228	0	c	475	2,357	457	2,814	2,414		
Group: MACHINERY & EQUIPMENT													
1		JD 310 A BACKHOE	6/13/79	24,864	0		2,500	22,364	0	22,364	2,500	S/L	7.0
2		79 JD 570 A GRADER	2/18/81	49,920	0		10,484	39,436	0	39,436	10,484	PRE	5.0
3		84 JD 644C LOADER	10/01/84	91,726	0		20,000	76,198	0	76,198	15,528	S/L	10.0000
4		KOEHRING SKYTRAK	12/05/85	57,750	0		10,000	47,750	0	47,750	10,000	S/L	7.0
9		JD 2555 TRACTOR	9/11/91	20,550	0		5,000	20,550	0	20,550	0	S/L	7.0
11		FORD DIESEL TRACTOR 3930	9/03/92	10,305	0		2,305	10,305	0	10,305	0	S/L	7.0
13		SKYTRAK 6036B TRAK IN	12/22/93	56,809	0		5,464	56,809	0	56,809	0	S/L	7.0
15		SKYTRAC FORKLIFT MODEL 8(	12/22/95	83,790	0		6,000	77,790	0	77,790	6,000	S/L	7.0
37		John Deere 624H Open Wheel Load	3/31/01	147,167	0		35,000	147,167	0	147,167	0	S/L	7.0
41		Forks for Loaders (United Rentals)	9/15/04	2,659	0		266	1,516	239	1,755	904	S/L	10.0
42	d	Cut-out saw (John's Lawn Equipmei	7/31/04	963	0		96	867	0	867	96	S/L	5.0
43		Bomag 12 Ton Roller	8/23/05	73,508	0		7,351	50,405	9,452	59,857	13,651	S/L	7.0
48		750 Dozer (from D&D)	1/31/06	31,707	0		3,171	20,043	4,077	24,120	7,587	S/L	7.0
49		John Deere 670B Grader (Sidney Pl	3/13/06	60,000	0		6,000	37,286	7,714	45,000	15,000	S/L	7.0
50		Kobalt Air Compressor	12/29/06	458	0		46	339	34	373	85	200DB	7.0
54		Generator (WB Howlands)	9/10/08	749	0		75	157	68	225	524	S/L	10.0
57		Hilti Hammer Drill and Tool Kit	5/27/09	1,489	0		149	303	192	495	994	S/L	7.0
58		Roller (United Rentals)	7/10/09	5,890	0		589	1,136	757	1,893	3,997	S/L	7.0
60		Hydrostatic Test Pump	11/08/10	4,495	0		450	96	578	674	3,821	S/L	7.0
61		450J Dozer (United Rentals exchan	11/30/10	42,625	0		4,263	457	5,480	5,937	36,688	S/L	7.0
64		John Deere Wheel Loader Used	9/21/11	130,607	0	c	13,061	0	4,198	4,198	126,409	S/L	7.0
		MACHINERY & EQUIPMENT		898,031	0	c	132,270	610,974	32,789	643,763	254,268		
		*Less: Dispositions and Transfers		963	0		96	867	0	867	96		
		Net MACHINERY & EQUIPMENT		897,068	0	c	132,174	610,107	32,789	642,896	254,172		

Book Asset Detail 1/01/11 - 12/31/11

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp	c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: OFFICE FURN/FIXT													
25		Office air conditioner	9/06/02	1,100	0		110	990	0	990	110	S/L	7.0
30		Lawn Mower	7/30/05	7,682	0		768	3,721	692	4,413	3,269	S/L	10.0
31		Husquvarna Weedeater	8/12/05	224	0		22	109	20	129	95	S/L	10.0
32		Blower	8/12/05	112	0		11	54	11	65	47	S/L	10.0
33	d	Ice machine	11/17/05	2,138	0		214	978	0	978	1,160	S/L	10.0
37		Ice Machine (Longs)	10/13/10	2,988	0		299	67	269	336	2,652	S/L	10.0
		OFFICE FURN/FIXT		14,244	0	c	1,424	5,919	992	6,911	7,333		
		***Less: Dispositions and Transfers**		2,138	0		214	978	0	978	1,160		
		Net OFFICE FURN/FIXT		12,106	0	c	1,210	4,941	992	5,933	6,173		
Group: TRANSPORTATION EQUIPMENT													
22		LOWBOY TRAILER	1/03/81	15,080	0		3,166	11,914	0	11,914	3,166	PRE	5.0
23		35' STORAGE VAN	8/26/81	1,560	0		655	905	0	905	655	PRE	5.0
24		40' STORAGE VAN	8/26/81	1,924	0		808	1,116	0	1,116	808	PRE	5.0
26		79 HARDEE DUMP TRAILER	2/17/82	6,000	0		2,520	3,480	0	3,480	2,520	PRE	5.0
32		WSTAR DUMP TRUCK	12/30/91	10,000	0		8,500	7,500	0	7,500	2,500	S/L	5.0
46		2005 new GMC K-1500	4/16/05	30,143	0		3,014	27,129	0	27,129	3,014	S/L	5.0
51		2007 GMC Truck	3/23/07	38,655	0		3,866	23,773	6,958	30,731	7,924	S/L	5.0
53		New trailer (John's Lawn Equip't)	5/07/08	1,605	0		161	770	289	1,059	546	S/L	5.0
56		1993 Freightliner	9/09/09	6,000	0		0	1,600	1,200	2,800	3,200	S/L	5.0
59		2009 Dodge Ram 1500 4x4	8/27/09	39,167	0		0	10,444	7,834	18,278	20,889	S/L	5.0
62		1986 International	12/20/10	4,500	0		450	0	810	810	3,690	S/L	5.0
63		New Trailer (John's Lawn Equip't)	9/08/11	1,204	0	c	120	0	72	72	1,132	S/L	5.0
		TRANSPORTATION EQUIPMENT		155,838	0	c	23,260	88,631	17,163	105,794	50,044		
		Grand Total		1,106,449	0	c	161,937	715,395	53,861	769,256	337,193		
		Less: Dispositions and Transfers		3,101	0		310	1,845	0	1,845	1,256		
		Net Grand Total		1,103,348	0	c	161,627	713,550	53,861	767,411	335,937		

10. Provide a financial statement for your company. This should include a balance and income statement for your most recent fiscal year. A certified audit is preferred but not required. Use an insert sheet, if needed. Only three (3) lowest bidders shall submit this information (if requested by Owner) to the Owner within twenty-four (24) hours of the opening of the Bids.

Attached

11. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Correct Name of Bidder Music Construction, Inc.

(a) The business is a Corporation

(b) The address of principal place of business is:

12285 235th Road

Live Oak, Florida 32060

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Dennis Music, President

Mary C. Redding, Secretary/Treasurer

Trudy L. Music, Assistant Secretary

AUDITED FINANCIAL STATEMENTS AND ADDITIONAL INFORMATION

MUSIC CONSTRUCTION, INC.
LIVE OAK, FLORIDA

DECEMBER 31, 2011 AND 2010

COLLINS & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

The CPA. Never Underestimate The Value.℠

325 S. OHIO AVE.
LIVE OAK, FLORIDA 32064
(386) 362-1040
FAX: (386) 362-4021
E-mail: contactus@liveoakcpa.com

STEVEN W. COLLINS, CPA
TAMIE C. DEBONO, CPA
F. EUGENE KISH, CPA
JAMES LES KIRBY
RICHARD H. JONES, CPA
JOHN-PAUL LEDFORD, CPA

March 8, 2012

INDEPENDENT AUDITORS' REPORT

Music Construction, Inc.
12285 235th Road
Live Oak, Florida 32060

We have audited the accompanying balance sheets of Music Construction, Inc., (a Florida corporation) as of December 31, 2011 and 2010, and the related statements of operations, retained (deficit) and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Music Construction, Inc. as of December 31, 2011 and 2010, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Collins & Company

Collins & Company
Certified Public Accountants

MUSIC CONSTRUCTION, INC.

BALANCE SHEETS
DECEMBER 31, 2011 AND 2010

ASSETS

	December 31, 2011	December 31, 2010
CURRENT ASSETS		
Cash and cash equivalents	$ 221,096	$ 266,165
Certificate of Deposit	533,579	523,065
Accounts receivable	186,536	144,167
Costs and estimated earnings in excess of billings on uncompleted contracts	20,006	33,332
Prepaid expenses	-	9,979
Total Current Assets	961,217	976,708
PROPERTY AND EQUIPMENT	335,938	259,244
Total Assets	$1,297,155	$ 1,235,952

LIABILITIES AND STOCKHOLDERS' EQUITY

CURRENT LIABILITIES		
Accounts payable	$ 57,909	$ 109,655
Billings in excess of costs and estimated earnings on uncompleted contracts	14,369	-
Accrued liabilities	1,173	1,917
Current portion of long-term debt	37,261	-
Total Current Liabilities	110,712	111,572
LONG-TERM LIABILITIES		
Note payable - Shareholder	74,434	-
Total Long-Term Liabilities	74,434	-
Total Liabilities	185,146	111,572
STOCKHOLDERS' EQUITY		
Common stock, 10,000 shares authorized, $1.00 par value, 10,000 shares outstanding	10,000	10,000
Additional paid in capital	1,482,128	1,482,128
Retained (deficit)	(380,119)	(367,748)
Total Stockholders' Equity	1,112,009	1,124,380
Total Liabilities and Stockholders' Equity	$ 1,297,155	$ 1,235,952

See accompanying notes and Independent Auditors' report.

MUSIC CONSTRUCTION, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2011 AND 2010

(Continued)

RECONCILIATION OF NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES

	December 31,	
	2011	2010
NET INCOME	$ 87,629	$ 15,458
ADJUSTMENTS TO RECONCILE NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Depreciation and amortization	53,861	44,947
Loss (gain) on sale of equipment	256	19,820
Changes in assets & liabilities		
Decrease (increase) in:		
Accounts receivable	(42,369)	(1,740)
Prepaid expenses	9,979	(638)
Costs and estimated earnings in excess of billings on uncompleted contracts	13,326	47,073
Interest income receivable	-	12,421
Increase (decrease) in:		
Accounts payable	(51,746)	34,145
Accrued liabilities	(744)	46
Billings in excess of costs and estimated earnings on uncompleted contracts	14,369	(29,387)
Net Cash Provided by Operating Activities	$ 84,561	$ 142,145

See accompanying notes and Independent Auditors' report.

FORM OF NONCOLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

STATE OF Florida

COUNTY OF Suwannee

Dennis Music being first duly sworn, deposes and says that he/~~she~~ is President (sole owner, a partner, president, secretary, etc.) of Music Construction, Inc.

_____ the party making the foregoing Proposal or Bid that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other Bidder, or to secure any advantage against Owner any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or date relative thereto to any association or to any member or agent thereof.

Dennis Music (Bidder)
Dennis Music, President

Sworn to an subscribed before me this 6th day of August, 2012.

Notary Public in and for

Suwannee County,

Catherine Redding

My Commission Expires:

CATHERINE REDDING
Commission # EE 054053
Expires February 7, 2015
Bonded Thru Troy Fain-Insurance 800-385-7019

_____, 20___.

CERTIFICATION OF NON-SEGREGATED FACILITIES

(Must be completed and submitted with the Bid)

The Bidder certifies that it does not maintain or provide for its employee any segregated facilities at any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on basis of race, color, religion, or national origin, because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certification from proposed subcontractors for the specific time period) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause, and that it will retain such certification in its files.

Music Construction, Inc.
(Name of Bidder)

By: Dennis Music
Dennis Music

Title: President

Dated: August 6, 2012

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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 1, 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, to any violation of Chapter 893 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 drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is 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 this statement, I certify that this firm complies fully with the above requirements.

DATE: August 6, 2012

COMPANY: Music Construction, Inc.

ADDRESS: 12285 235th Road
Live Oak, Florida 32060

PHONE #: 386-658-1598

SIGNATURE: Dennis Music

NAME: Dennis Music
(Typed or Printed)

TITLE: President

IDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless Taylor County (OWNER), its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Music Construction, Inc.,	
Bidder's Company Name	Authorized Signature - Manual
12285 235th Road	Dennis Music
Physical Address	Authorized Name - Typed
Live Oak, Florida 32060	President
Mailing Address	Title
386-658-1598	386-658-2481
Phone Number	FAX Number
386-590-0047	386-590-0047
Cellular Number	After-Hours Number(s)
August 6, 2012	
Date	

WORKER'S COMPENSATION AFFIDAVIT

State of Florida

County of Suwannee

SS: 261-35-4772

of Dennis Music

being duly sworn, deposes and says that he now carries or that he has applied for a Worker's Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Signed: Dennis Music

Subscribed and sworn to before me this 6th day of August, 2012

Notary Public

Catherine Redding

CATHERINE REDDING
Commission # EE 054058
Expires February 7, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

BUY AMERICAN CERTIFICATE

Except for those items listed by the Bidder below or on a separate and clearly identified attachment to this Bid, the Bidder hereby certifies that steel and each manufactured product, is produced in the United States (as defined in Special Provision No. 7, Section 10 Buy American-Steel and Manufactured Products) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

PRODUCT	COUNTRY OF ORIGIN
None	

Music Construction, Inc.
(Name of Bidder)

By: Dennis Music
Dennis Music,

Title: President

Dated: August 6, 2012

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

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

1. This sworn statement is submitted to Taylor County Board of County Commissioners
[print name of public entity]

by Dennis Music, President
[print individuals name and title]

for Music Construction, Inc.
[print name of entity submitting sworn statement]

whose business is 12285 235th Road, Live Oak, Florida 32060 and (if applicable) its Federal Employer Identification Number (FEIN) is 59-3417360 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:_____.)

2. 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 of 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.

3. 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 of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. 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 active 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.

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e) Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision 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, and employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true and in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES FOR CATEGORY TWO ON ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Dennis Music [signature] President

August 6, 2012
[date]

STATE OF Florida COUNTY OF Suwannee

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

[name of individual signing] Dennis Music

who, after first being sworn by me, affixed his/her signature in the space provided above on this 6th day of August, 2012.

Subscribed and sworn to before me this 6th day of August, 2012

My Commission Expires:

CATHERINE REDDING
Commission # EE 054058
Expires February 7, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public
Catherine Redding

Davis-Bacon Certification

This is to certify that I have reviewed the minimum rate wages contained in Special Provision No. 5, which were predetermined for this project by the Secretary of Labor, and I have used these rates in the preparation of this proposal. Furthermore, I agree to abide by these wages and all others provisions of the Davis-Bacon Act as it associates to this project.

Bidder's Signature
Dennis Music

August 6, 2012
Date

President
Title

Notary Public
Catherine Redding

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The following bid condition applies to this U.S. Department of Transportation (DOT) assisted contract. Submission of a bid/proposal by a prospective contractor shall constitute full acceptance of these bid conditions.

1. **DEFINITION** - Disadvantaged Business Enterprise (DBE) as used in this contract shall have the same meaning as defined in 49 CFR Part 26.

2. **POLICY** - It is the policy of DOT that DBE's as: defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.

3. **OBLIGATION** - The contractor agrees to ensure that DBE's as defined In 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.

4. **COMPLIANCE** - All bidders, potential contractors, or subcontractors for this DOT assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the owner.

5. **CONTRACT CLAUSE** - Al bidders and potential contractors hereby assure that they will include the above clauses in all subcontracts, which offer further subcontracting opportunities.

6. **CONTRACT AWARD** - Bidders are hereby advised that meeting the DBE subcontract goal or making an acceptable good faith effort to meet said goal are conditions of being awarded this DOT assigned contract.

   The owner proposes to award the contract to the lowest responsive and responsible bidder submitting a reasonable bid provided he has met the goal for DBE participation or, if failing to meet the goal, he has made an acceptable good faith effort to meet the established goal for DBE participation. Bidder is advised that the owner reserves the right to reject any or all bids submitted.

7. **DBE PARTICIPATION GOAL** - The attainment of the goal established for this contract is to be measured as a percentage of the total dollar value of the contract. The DBE goal established for this contract is **4.78 %.**

8. **AVAILABLE DBE'S** - The owner has on file a DBE program pending approved by the Federal Aviation Administration. This program contains a listing of DBE's (certified and uncertified). Bidders are encouraged to inspect this list to assist in locating DBE's for the work. Other DBE's may be added to the list in accordance with the owner's approved DBE program. Credit toward the DBE goal will not be counted unless the DBE to be used can be certified by the owner.

9. **CONTRACTOR'S REQUIRED SUBMISSION** - The owner requires the submission of the following information with the bid:

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

MBE's

MBE Subcontractors Names/Addresses/ Identity	Subcontract Work Item	Dollar Value of Subcontract Work
Smith & Son's Sod Co., Inc. 4661 West SR 238 Lake Butler, Florida 32054 DBE-MBE-DOT CERTIFIED	Sod	$62,900.00

WBE's

Women Subcontractors Names/Addresses/ Identity	Subcontract Work Item	Dollar Value of Subcontract Work

OSE's

Other Socially and Economically Disadvantaged Subcontractors within the DBE Group Names/Addresses/ Identity	Subcontract Work Item	Dollar Value of Subcontract Work

Total Dollar Value of Subcontract Work	$62,900.00
Total Dollar Value of Basic Bid	$877,844.00
Total DBE Percent	7.17 %

*(Black, Hispanic, Asian American, American Indian, and other economically disadvantaged.)

If the Contractor fails to meet the contract goal established in Section 7 above, the following information must be submitted prior to contract award to assist the owner in determining whether or not the contractor made acceptable good faith efforts to meet the contract goal. This information (when applicable), as well as the DBE information, should be submitted as specified in Section 9 above.

Suggested guidance for use in determining if good faith efforts were made by a contractor are included in 49 CFR Part 26.

A list of the efforts that a contractor may make and the owner may use in making a determination as to the acceptability of a contractor's efforts to meet the goal as included in 49 CFR Part 26 are as follows:

a. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBE's of contracting and subcontracting opportunities;

b. Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;

c. Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited in sufficient time to allow the DBE's to participate effectively;

d. Whether the contractor followed up initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's were interested;

e. Whether the contractor selected portions of work to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);

f. Whether the contractor provided interested DBE's with adequate information about the plans, specifications, and requirements of the contract;

g. Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of their capabilities.

h. Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient or contractor;

and

i. Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

NOTE: The nine items set forth above are merely suggested criteria and the owner may specify that you submit information on certain other actions a contractor took to secure DBE participation in an effort to meet the goals. A contractor may also submit to the owner other information on efforts to meet the goals.

10. CONTRACTOR ASSURANCE - The bidder hereby assures that he will meet one of the following as appropriate:

a. The DBE participation goal as established in the General Conditions.

b. The DBE participation percentage as shown in Section 9, which was submitted as a condition of contract award.

Agreements between bidder/proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited. The bidder shall make a good faith effort to replace a DBE subcontract that is unable to perform successfully with another DBE subcontractor. Substitution must be coordinated and approved by the owner.

The bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

11. PROMPT PAYMENT - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **10** days from the receipt of each payment the prime contractor receives from the owner. The prime contractor agrees further to return retainage payments to each subcontractor within **10** days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the owner. This clause applies to both DBE and non-DBE subcontractors.

DBE CERTIFICATE OF COMPLIANCE FORM

Taylor County has on file a Disadvantaged Business Enterprise Program which may be reviewed and inspected at the following location:

Administrative Offices
Taylor County
201 East Green Street
Perry, FL 32347

Taylor County intends to utilize and implement this program in the awarding of this contract. Disadvantaged Business Enterprises listed by the State of Florida Department of Transportation may be viewed at:

http://www.dot.state.fl.us/equalopportunityoffice/dbeprogram.htm

This is to certify that I have reviewed the plan, bid evaluation procedure, and DBE directory and will make all reasonable efforts to include DBE Contractors as outlined in pages DBEP 1 through DBEP 4 and in Special Provision No. 6.

Bidder's Signature

Dennis Music

President

Title

August 6, 2012

Date

Notary Public

Catherine Redding

CATHERINE REDDING
Commission # EE 054058
Expires February 7, 2015
Bonded Thru Troy Fain Insurance 800-385-7019

Music Construction, Inc.
12285 235th Road
Live Oak, Florida 32060

Phone: 386-658-1598 • Fax: 386-658-2481
musicconstruction@windstream.net

DBE AFFIRMATIVE ACTION PLAN

POLICY STATEMENT

It is the policy of **MUSIC CONSTRUCTION, INC.** that disadvantaged businesses, as defined by 49 CFR **Part 26, Subpart D** and implemented under Rule Chapter 14-78 F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation.

The requirements of Rule Chapter 14-78 F.A.C., shall apply to all contracts entered into between the Florida Department of Transportation and **MUSIC CONSTRUCTION, INC.** Subcontractors and/or suppliers to **MUSIC CONSTRUCTION, INC.**, will also be bound by the requirements of Rule Chapter 14-78 F.A.C.

MUSIC CONSTRUCTION, INC. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78 F.A.C., to insure that disadvantaged businesses have the **opportunity** to compete and perform work contracted with the Florida Department of Transportation.

MUSIC CONSTRUCTION, INC. and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex or age in the administration of contracts with the Department of Transportation.

MUSIC CONSTRUCTION, INC. has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout **MUSIC CONSTRUCTION INC.** and to disadvantaged controlled businesses. The statement is posted on notice boards of the Company.

Leann S. Music

Leann S. Music, EEO Officer

8-6-2012
Date

INSURANCE COMPLIANCE

This form is to be completed and signed by the Contractor and by your insurance agent/carrier certifying that your policy either meets the insurance requirements ~~as specified for this project or that the insurance company has reviewed the bid requirements and certifies that you were quoted any price increase due to required coverage.~~ of INS pages 1, 2 and 3 attached hereto, except as noted therein.

CONTRACTOR

I certify that the insurance requirements have been ~~reviewed.~~ provided to the above contractor

Company Name: Music Construction, Inc.

Address: 12285 235th Road
Live Oak, FL 32060

Representative

Name: Dennis Music

Title: President

Phone Number: 386-658-1598

INSURANCE COMPANY

I certify that the insurance requirements have been reviewed with the above contractor.

Company Name: Amerisure Insurance Company & Amerisure Mutual Insurance Company

Address: PO Box 10792
St. Petersburg, FL 33733-0970

Representative

Name: Mia Bush, Brown & Brown of Florida, Inc.

Title: Account Manager

Phone Number: (813) 226-1337

All requested coverages herein are subject to all terms, exclusions and conditions of such policies

INSURANCE REQUIREMENTS

1. The contractor will secure and maintain in a company or companies licensed to do business in the State of Florida the following minimum item of Insurance. The company or companies will have a "Best" rating of at least:

   (a) A/Class I for contracts $250,000 or less
   (b) A/Class II for contracts to $250,000 to $500,000
   (c) A/Class III for contracts to $500,000 to$750,000
   (d) A/Class IV for contracts to $750,000 to $1,000,000
   (e) A/Class V for contracts to $1,000,000 to $1,500,000
   (f) A/Class VI for contracts to$1,500,000 to $2,500,000
   (g) A/Class VII for contracts to $2,500,000 to $3,750,000
   (h) A/Class VIII for contracts to $3,750,000 to $5,000,000
   (i) A/Class IX for contracts to $5,000,000 to $7,500,000
   (j) A/Class X for contracts to $7,500,000 to 12,500,000
   (k) A/Class XI for contracts $12,500,000 to $25,000,000

2. Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

   (a) Premise-Operation (including X-C/U as applicable). ← GL
   (b) Independent Contractor's Protective
   (c) Products and Completed Operations
   (d) Personal Injury Liability
   (e) Contractual – Including specified provision for Contractor's obligations in contract if available. ← GL & Auto
   (f) Owned, non-owned and hired motor vehicles. ← Auto
   (g) Broad form Property Damage including Completed Operations. ← GL
   (h) Umbrella Excess Liability if applicable.

   GL policy only provides "Insured Contract" contractual liability, as defined by the policy, which is standard → (e)

3. Required Minimum Coverage and Limits:

   (a) Comprehensive or Commercial General Liability (including Premise-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):

      (1) Bodily Injury and Property Damage Combined Single Limit (CSL) $500,000 each occurrence/$1,000,000 General Aggregate
      (2) Products and Completed Operations to be maintained for 3 years after final payment. Owner and Engineer to be included as additional insureds. - $500,000 Aggregate
      (3) Property Damage Liability Insurance shall provide X, C and U Coverage
      (4) Broad Form Property Damage Coverage shall include Completed Operations

   Policy must be renewed annually → (2)

   (b) Blanket Contractual Liability - Bodily injury and Property Damage Combined Single Limit (CSL) - $1,000,000 Each Occurrence. (part of, not in addition to, policy per occurrence & aggregate limits)

   Auto policy only provides "Insured Contract" contractual liability, as defined by the policy, which is standard → (b)

   (c) Personal Injury - $500,000 per person. (policy aggregate limits apply)

   GL → (c)

   (d) Business Auto Liability (including owned, non-owned and hired vehicles):

All requested coverages herein are subject to all terms, exclusions and conditions of such policies

(1) Bodily Injury and Property Damage Combined Single Limits (CSL) $500,000 Each Occurrence or, Split Limits;

a. Bodily Injury;
$500,000 each person
$500,000 each occurrence

b. Property Damage:
$500,000 each occurrence

(e) Umbrella Excess Liability: Occurrence Form; Coverage provided under umbrella must follow coverage provided in primary. (subject to policy terms)

(f) Workers' Compensation:

i. State: Statutory Florida

ii. Applicable Federal (e.g., Longshoreman's & Jones Act) Statutory

iii. Employer's Liability: (Including Maritime if applicable) No coverage - Maritime
$500,000 Per Accident
$500,000 Disease- Each Employee
$500,000 Disease- Policy Limit

4. Other Requirements:

(a) Insurance and Bonds: All insurance and bonds in connection with the work to be performed under the contract shall be countersigned by a licensed agent resident in the State of Florida.

(b) Transmittal of Bond and Proof of Carriage of Insurance: One (1) copy of the Proof of Insurance, as called for above, shall be delivered to the Engineer along with each copy of the Contract Documents and required bonds.

(c) The owner and Engineer shall be named as additional insured in the General Liability Insurance Coverage as provided for in Paragraph 2 above.

GL, Auto & Excess Umbrella policy only provides "Insured Contract" contractual liability, as defined by the policy, which is standard

INDEMNIFICATION REQUIRES ATTORNEY REVIEW

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) (2) is caused in whole or part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

All requested coverages herein are subject to all terms, exclusions and conditions of such policies

REQUIRES ATTORNEY REVIEW

2. In any and all claims against the Owner, the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, the indemnification obligation under Paragraph 1. above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

3. The obligations of the contractor under Paragraph 1. above, shall not extend to the liability of the Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, his agents or employees provided such giving or failure to give is the primary cause of injury or damage.

All requested coverages herein are subject to all terms, exclusions and conditions of such policies

OP ID: MB

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/23/12

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 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
Brown & Brown of Florida, Inc.
P. O. Box 15519
Tampa, FL 33684-5519
Joseph W. LoPresti
813-226-1300
813-226-1313

CONTACT NAME: Mia Bush
PHONE (A/C, No, Ext): 813-226-1337 FAX (A/C, No): 813-226-1313
E-MAIL ADDRESS: mbush@bbtampa.com
PRODUCER CUSTOMER ID #: MUSIC-1

INSURED
Music Construction Inc
12285 235th Road
Live Oak, FL 32060-9262

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Amerisure Mutual Ins Co	23396
INSURER B : Amerisure Insurance Co.	19488
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC			GL2025976	01/01/12	01/01/13	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
-	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CA2025974	01/01/12	01/01/13	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $			CU2025978	01/01/12	01/01/13	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC2025977	01/01/12	01/01/13	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
A	Rented & Leased Equipment			CPP2025975	01/01/12	01/01/13	Limit	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
See "Certificate Attachment-Music Construction, Inc." dated 1-1-12 attached.

Commercial General Liability & Umbrella Liabilty coverages are written on an Occurrence Basis.
Re: Runway 18-36 Rehabilitation, Perry-Foley Airport - Phase II

CERTIFICATE HOLDER

TAYLOR

Taylor County Board of County Commissioners
108 North Jefferson St.
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
Mia Bush

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CERTIFICATE ATTACHMENT - MUSIC CONSTRUCTION INC.

Coverage Form
General Liability coverage form CG0001 applies.

Additional Insured
Certificate Holder is a General Liability Additional Insured and an Auto Liability Designated Insured, when required by written contract.

Primary / Non-Contributory Additional Insured
Primary and non-contributory General Liability Additional Insured provision applies, when required by written contract.

Per Project General Aggregate
General Liability Per Project General Aggregate applies

Contractual Liability
General Liability and Auto Liability Insured Contract contractual liability provisions apply.

Separation of Insureds
General Liability and Auto Liability Separation of Insureds provisions apply.

Waiver of Subrogation
Waiver of Transfer Of Rights Of Recovery Against Others To Us provision as respects General Liability, Auto Liability, and Workers Compensation applies in favor of Certificate Holder, when required by written contract.

Excess Liability Underlying Insurance
Excess Liability schedule of underlying insurance includes General Liability, Auto Liability, and Workers Compensation Employers Liability.

1-1-12

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Mary C. Redding, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Dennis Music who signed the bond on behalf of the Principal, was then President of said Corporation; that I know his/her signature, and his/her signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Mary C. Redding
Secretary (Corporate Seal)

STATE OF FLORIDA
COUNTY OF

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared Joseph W. LoPresti to me well known, who being my first duly sworn upon oath, says that he/she is the Attorney-in-Fact, for the state of Florida and that he has been authorized by Western Surety to execute the foregoing bond on behalf of the Contractor named therein in favor of the Taylor County Board of County Commissioners.

Subscribed and sworn to before me this 23 day of July, 20 12, A.D.

[Attach Power of Attorney to Original Bid Bond and Financial Statement from Surety Company]

Ashley McFarland
Notary Public
State of Florida-at-Large

My commission Expires:

ASHLEY MCFARLAND
Commission # EE 211171
Expires June 26, 2016
Bonded Thru Troy Fain Insurance 800-385-7019

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Joseph W. LoPresti, Steve Ayers, Anna Lee Duncan, Mary Jane Gwyn, Mia Bush, Individually

of Tampa, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 30th day of July, 2008.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Paul T. Bruflat, Senior Vice President

State of South Dakota
County of Minnehaha } ss

On this 30th day of July, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012

D. KRELL
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23 day of July, 2012.

WESTERN SURETY COMPANY

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

L. Nelson, Assistant Secretary

Form F4280-09-06

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

ADDENDA

CONFORMED DOCUMENTS

RUNWAY 18-36 REHABILITATION—PHASE II

PERRY FOLEY AIRPORT—PERRY, FL

ADDENDUM NO. 1

to the

PROJECT DOCUMENTS AND SPECIFICATIONS

for

RUNWAY 18-36 REHABILITATION—PHASE II

Prepared for:

TAYLOR COUNTY

Prepared By:

AVCON

320 Bayshore Drive, Suite A
Niceville, Florida 32578-2425

AVCON Project No. 2012.148.01

Addendum Date: July 30, 2012

Note: The bidder shall acknowledge receipt of this addendum on the Bid Form, Page BF-1 in the space provided.

ADDENDUM NO. 1
Runway 18-36 Rehabilitation—Phase II
Perry Foley Airport, Taylor County, Florida

Date of Issue: July 30, 2012

Bid Submittal Deadline: Monday, August 6, 2012 @ 4:00 p.m. (local time)
201 East Green Street, Perry, Florida 32347

Notice to all Plan Holders: Please insert this addendum (2 pages including cover, excluding attachments) into your copy of the Project Bidding Documents.

The following changes to the Bidding Documents and Specifications are issued by the Engineer and shall have the same force and effect as though part of the original issue:

A. Changes to the Project Documents and Specifications:

1. Bid Schedule — **REPLACE,** Page BS-1 of 5 through BS-5 of 5 in its entirety with BS-1 of 5 through BS-5 of 5, attached as **Attachment A** hereto

2. Technical Specification — P-120, Demolition, under Section 120-6.3, **REVISE** Pay Items as follows:

   "~~Item P-120-3 Pavement Removal – Complete Concrete Pavement Removal (Approx. 6" Depth) – per square yard (SY)~~

   Item P-120-4 Complete Base and Subgrade Removal --per square yard (SY)"

3. Technical Specification — P-211, Lime Rock Base Course (8"), under Section 211-5.1, **REVISE** Pay Item as follows:

   "Item P-211-4 ~~Sinkhole Rehabilitation~~ ***Depression Repair*** (4 ft diameter max.) --per each (EA)"

4. Technical Specification — P-401-SP, Asphalt Superpave, under Section 401-8.1b, **REVISE** Pay Item as follows:

   "Item P-401-***SP*** Bituminous Surface Course (Superpave™)- (4 ft diameter max.) --per each (EA)"

B. Changes to the Drawings:

1. All — **REPLACE,** Sheets G1 through G8 and C1 through C33 with Sheets G1 through G8 and C1 through C33, attached as **Attachment B** hereto.

   The sheets have been updated based on survey data provided on July 18, 2012. All other addendum revisions have been identified with revision clouds. Please note that all sheets have been replaced even if changes were not made to specific sheets.

END OF ADDENDUM NO. 1

BID SCHEDULE - UNIT PRICES

(This is a Unit Price Contract)

BIDDER:_____ **DATE:**_____

AIRPORT NAME: Perry Foley Airport
PROJECT DESCRIPTION: Runway 18-36 Rehabilitation—Phase II

BID SCHEDULE

Base Bid – South Runway 18-36 Pavement Rehabilitation

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
1	M-101	Mobilization & Maintenance of Traffic _____ dollars and _____ cents	LS	1		
2	P-120-1	Pavement Removal – Complete Asphalt Removal (Approx. 2" Depth) _____ dollars and _____ cents	SY	26,500		
3	P-120-2	Pavement Removal – Complete Asphalt Removal (Approx. 1 ¼ " Depth) _____ dollars and _____ cents	SY	13,300		
4	~~P-120-3~~	~~Pavement Removal – Complete Concrete Removal (Approx. 6" depth)~~ ~~_____ dollars and~~ ~~_____ cents~~	~~SY~~	~~420~~		
5	***P-120-4***	***Complete Base and Subgrade Removal*** ***_____ dollars and*** ***_____ cents***	***SY***	***960***		

PAGE REPLACED PER ADDENDUM NO. 1 1

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
6	P-156	Erosion and Pollution Control _____ dollars and _____ cents	LS	1		
7	P-211-1	Lime Rock Base Course (Variable Depth) _____ dollars and _____ cents	SY	*30,240*		
8	P-211-2	Lime Rock Base Course (8" Depth) _____ dollars and _____ cents	SY	*960*		
9	P-211-3	Existing Base Compaction _____ dollars and _____ cents	SY	9,000		
10	P-211-4	Depression Repair (4 ft diameter max.) _____ dollars and _____ cents	EA	10		
11	P-401-*SP*	Bituminous Surface Course (Superpave ™) _____ dollars and _____ cents	TON	4,850		
12	P-605	Joint Sealing Filler _____ dollars and _____ cents	LF	13,400		
13	SP-8	Hazardous Material Disposal five thousand dollars and zero cents	AL	1	$5,000.00	

PAGE REPLACED PER ADDENDUM NO. 1 1

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
14	P-620-1	Airfield Pavement Markings With Reflective Media, White _____ dollars and _____ cents	SF	33,525		
15	P-620-2	Airfield Pavement Markings With Reflective Media, Yellow _____ dollars and _____ cents	SF	400		
16	P-620-3	Airfield Pavement Markings Without Reflective Media, Black _____ dollars and _____ cents	SF	9,050		
17	P-620-4	Complete Marking Removal _____ dollars and _____ cents	SF	10,150		

For all work required to perform the Base Bid in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Base Bid amount of:

TOTAL BASE BID AMOUNT(in words):_____

_____ Dollars and _____cents

($_____)
(amount in numbers)

Note: Total Base Bid amount shall equal the sum of the totals for Bid Items No. 1 through 17

PAGE REPLACED PER ADDENDUM NO. 1 1

Additive Alternate No. 1 – Shoulder Grading and Sodding

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
18	P-152	Excavation and Embankment – Shoulder Grading _____ dollars and _____ cents	SY	34,000		
19	T-904	Sodding, Bahia Argentina with Topsoil _____ dollars and _____ cents	SY	34,000		

For all work required to perform Additive Alternate No. 1 in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Additive Alternate No. 1 amount of:

TOTAL ADDITIVE ALTERNATE NO. 1 AMOUNT (in words):_____

_____ Dollars and _____cents

($_____)
(amount in numbers)

Note: Total Additive Alternate No. 1 amount shall equal the total amount for Bid Item No. 18 through 19.

BID SUMMARY (amount in numbers)

(A) TOTAL BASE BID: $_____

(B) ADDITIVE ALTERNATE NO. 1: $_____

(C) TOTAL BID AMOUNT*: $_____

** The Total Bid Amount (C) shall equal the sum of (A) through (B). The Basis of Award shall be based on the lowest total of either the Base Bid or combinations of the total of the Base Bid and any Additive Alternates, as finally determined by the owner and the funding agencies based on the availability of funding*

The Bidder represents that it has examined the site of the Work and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the plans and specifications for the work and other Contract Documents relative thereto and has read all of the Addenda furnished prior to the opening of the Bids, as acknowledged below; and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the Work to be performed.

PAGE REPLACED PER ADDENDUM NO. 1 1

If provided with a Notice of Intent to Award the Contract by the Owner, the Bidder shall execute and deliver to the Owner all of the documents required by the Contract Documents, including but not limited to, the Addendum to the Agreement and the Performance and Payment Bonds in the form contained in the Contract Documents, furnish the required evidence of the specified insurance coverages, furnish all necessary permits, license, materials, equipment, machinery, maintenance, tools, apparatus, means of transportation and labor necessary to complete the Work.

Dated and signed at _____, _____, this _____ day of _____, 20___.

_____
Name of Bidder

_____
Authorized Signature

_____
Title

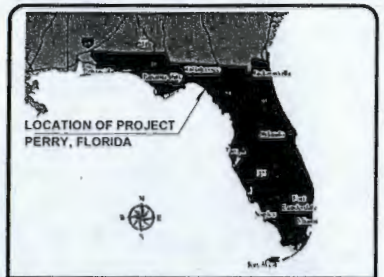
_____
Mailing Address

_____
City, State, Zip

_____
(Federal ID No. or SS No.)

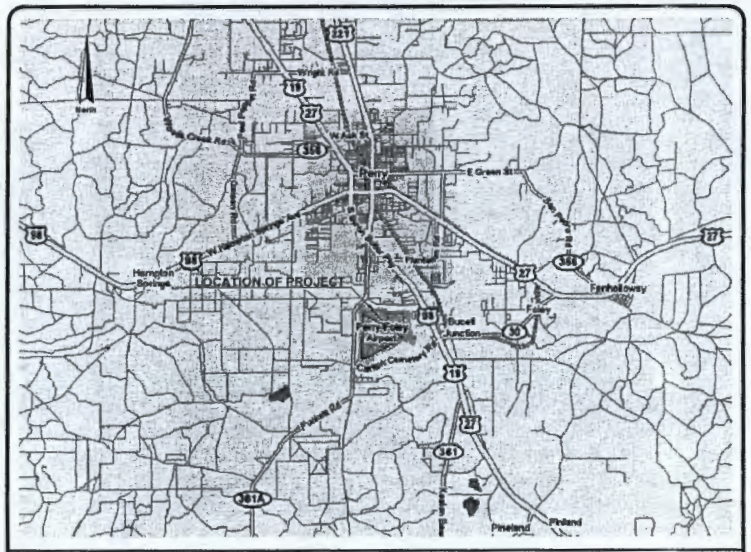
PAGE REPLACED PER ADDENDUM NO. 1 1

CONSTRUCTION DRAWINGS
FOR
RUNWAY 18-36 REHABILITATION—PHASE II
PERRY-FOLEY AIRPORT
PERRY, FLORIDA



PERRY-FOLEY AIRPORT, PERRY, FL

VICINITY MAPS
N.T.S.



LOCATION MAP
N.T.S.

DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012
PROJECT NO.	2012.148.01

REVISIONS

NO.	DATE	DESCRIPTION	SHEETS
1	7/27/12	ADDENDUM NO. 1	ALL

OWNER

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

PATRICIA PATTERSON, CHAIR
LONNIE HOUCK
MALCOLM PAGE
MARK WIGGINS
PAM FEAGLE

TAYLOR COUNTY AIRPORT ADVISORY COMMITTEE

201 EAST GREEN STREET • PERRY, FLORIDA 32347
PHONE: (850) 838-3519 • FAX: (850) 838-3407

MORRIS STEEN
DAWN TAYLOR
JOHN GENTRY
RICHARD DAY
DON ASMUS
MELODY COX
JACK BROWN
SCOTT FREDRICK

AIRPORT MANAGER: BILL ROBERTS

ENGINEER

AVCON, INC.
ENGINEERS & PLANNERS
120 RAVENORES DRIVE, SUITE A • MECHANICSVILLE, FL 32250
OFFICE: (850) 670-0050 • FAX: (850) 670-0040
WWW.AVCONINC.COM

1. EXISTING SURFACE ELEVATIONS HAVE BEEN UPDATED BASED ON SURVEY DATA PROVIDED 07/18/12. ALL OTHER REVISIONS ARE IDENTIFIED BY REVISION CLOUDS ON EACH SHEET.

RELEASE FOR BID

PROFESSIONAL SEALS

Civil

M:\MONDEVILLE AIRPORT\2012\2012.148.01 - RUNWAY 18-36 REHABILITATION, PHASE 2\100 CAD 7/30/2012

GENERAL

SHEET NO.	DESCRIPTION
G1	COVERSHEET
G2	INDEX OF DRAWINGS
G3	SUMMARY OF QUANTITIES
G4	GENERAL NOTES
G5	SAFETY AND SECURITY NOTES
G6	SAFETY DURING CONSTRUCTION PLAN
G7	SURVEY CONTROL PLAN
G8	EROSION CONTROL PLAN

CIVIL

SHEET NO.	DESCRIPTION
C1	EXISTING CONDITIONS (SHEET 1 OF 3)
C2	EXISTING CONDITIONS (SHEET 2 OF 3)
C3	EXISTING CONDITIONS (SHEET 3 OF 3)
C4	PAVEMENT PREPARATION PLAN (SHEET 1 OF 3)
C5	PAVEMENT PREPARATION PLAN (SHEET 2 OF 3)
C6	PAVEMENT PREPARATION PLAN (SHEET 3 OF 3)
C7	GEOMETRY PLAN (SHEET 1 OF 3)
C8	GEOMETRY PLAN (SHEET 2 OF 3)
C9	GEOMETRY PLAN (SHEET 3 OF 3)
C10	PLAN AND PROFILE (SHEET 1 OF 5) △1
C11	PLAN AND PROFILE (SHEET 2 OF 5)
C12	PLAN AND PROFILE (SHEET 3 OF 5)
C13	PLAN AND PROFILE (SHEET 4 OF 5)
C14	PLAN AND PROFILE (SHEET 5 OF 5)
C15	CROSS SECTIONS (1 OF 12)
C16	CROSS SECTIONS (2 OF 12)
C17	CROSS SECTIONS (3 OF 12)
C18	CROSS SECTIONS (4 OF 12)
C19	CROSS SECTIONS (5 OF 12)
C20	CROSS SECTIONS (6 OF 12)
C21	CROSS SECTIONS (7 OF 12)
C22	CROSS SECTIONS (8 OF 12)
C23	CROSS SECTIONS (9 OF 12)
C24	CROSS SECTIONS (10 OF 12)
C25	CROSS SECTIONS (11 OF 12)
C26	CROSS SECTIONS (12 OF 12)
C27	MARKING PLAN (SHEET 1 OF 3)
C28	MARKING PLAN (SHEET 2 OF 3)
C29	MARKING PLAN (SHEET 3 OF 3)
C30	SODDING PLAN
C31	PAVEMENT DETAILS (SHEET 1 OF 2)
C32	PAVEMENT DETAILS (SHEET 2 OF 2)
C33	MARKING DETAILS

AVCON, INC.
ENGINEERS & PLANNERS
[illegible]

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

INDEX OF DRAWINGS

ATTENTION

THIS DOCUMENT CONTAINS PRIVILEGED AND PROPRIETARY INFORMATION, ALL OF WHICH IS EXPRESSLY PROVIDED BY AVCON, INC. FOR USE BY THE INTENDED RECIPIENT AND FOR A SPECIFIC PURPOSE WITHOUT THE EXPRESS WRITTEN CONSENT OF AVCON, INC. ANY DISTRIBUTION, REPRODUCTION, OR OTHER USE OF THIS DOCUMENT, IN WHOLE OR IN PART, IS STRICTLY PROHIBITED

SCALE: AS NOTED

REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	07/27/12	JW	ADDENDUM NO 1

RELEASE FOR BID

DESIGNED BY:	J.R.C.
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012

AVCON PROJECT NO. 2012.148.01

SHEET NUMBER
G2

H:\MCEALLE\AIRPORTS\2012\2012.148.01 - RUNWAY 18 36 REHABILITATION PHASE 2\300 CAD\1480102_ACE\ DRAWINGS.DWG 7/20/2012

BASE BID - SOUTH RUNWAY 18-36 PAVEMENT REHABILITATION

ITEM NO.	BID ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	CONSTRUCTED QUANTITY
1	M-101	MOBILIZATION & MAINTENANCE OF TRAFFIC	LS	1	
2	P-120-1	PAVEMENT REMOVAL – COMPLETE ASPHALT REMOVAL (APPROX. 2" DEPTH)	SY	26,500	
3	P-120-2	PAVEMENT REMOVAL – COMPLETE ASPHALT REMOVAL (APPROX. 1 1/4" DEPTH)	SY	13,300	
4	~~P-120-3~~	~~PAVEMENT REMOVAL – COMPLETE CONCRETE REMOVAL (APPROX. 6" DEPTH)~~	~~SY~~	~~420~~	
5	P-120-4	COMPLETE BASE AND SUBGRADE REMOVAL	SY	950	
6	P-156	EROSION AND POLLUTION CONTROL	LS	1	
7	P-211-1	LIME ROCK BASE COURSE (VARIABLE DEPTH)	SY	30,240	
8	P-211-2	LIME ROCK BASE COURSE (8" DEPTH)	SY	950	
9	P-211-3	EXISTING BASE COMPACTION	SY	9,000	
10	P-211-4	DEPRESSION REPAIR (4 FT DIAMETER MAX.)	EA	10	
11	P-401-SP	BITUMINOUS SURFACE COURSE (SUPERPAVE™)	TON	4,850	
12	P-605	JOINT SEALING FILLER	LF	13,400	
13	SP-8	HAZARDOUS MATERIAL DISPOSAL	AL	1	
14	P-620-1	AIRFIELD PAVEMENT MARKINGS WITH REFLECTIVE MEDIA, WHITE	SF	33,525	
15	P-620-2	AIRFIELD PAVEMENT MARKINGS WITH REFLECTIVE MEDIA, YELLOW	SF	400	
16	P-620-3	AIRFIELD PAVEMENT MARKINGS WITHOUT REFLECTIVE MEDIA, BLACK	SF	9,050	
17	P-620-4	COMPLETE MARKING REMOVAL	SF	10,150	

ADDITIVE ALTERNATE NO. 1 - SHOULDER GRADING AND SODDING

ITEM NO.	BID ITEM	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	CONSTRUCTED QUANTITY
18	P-152	EXCAVATION & EMBANKMENT – SHOULDER GRADING	SY	34,000	
19	T-904	SODDING, BAHIA ARGENTINA WITH TOPSOIL	SY	34,000	

AVCON, INC.
ENGINEERS & PLANNERS

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

SUMMARY OF QUANTITIES

ATTENTION:
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DATE: JULY 2012

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SHEET NUMBER
G3

GENERAL NOTES

1. CONTRACTOR SHALL PROTECT ALL EXISTING LANDSCAPING, SIDEWALKS, PAVEMENTS, CURBS, AND SOD NOT SPECIFIED FOR REMOVAL IN THESE PLANS. ANY DAMAGE TO THE EXISTING IMPROVEMENTS SHALL BE RESTORED BY THE CONTRACTOR AT NO COST TO THE OWNER, UNLESS OTHERWISE SPECIFIED HEREIN.

2. UNLESS OTHERWISE SPECIFIED, ALL WORK SHALL BE PERFORMED CONSISTENT WITH THE FOLLOWING STANDARDS AND SPECIFICATIONS: TAYLOR COUNTY, FAA, AND FDOT.

3. THIS DESIGN HAS BEEN BASED UPON AIRPORT DRAWING PROVIDED BY THE PERRY FOLEY AIRPORT. AVCON INC. MAKES NO ASSURANCES REGARDING THE ACCURACY OF AIRPORT DRAWING.

4. TOPOGRAPHIC SURVEY PROVIDED BY DELTA LAND SURVEYORS, INC. (11/17/10 & 07/18/12). ⚠

5. AVCON INC. MAKES NO ASSURANCES REGARDING THE ACCURACY OF SUCH SURVEY.

6. CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SITE, INCLUDING ALL SURFACE AND SUB-SURFACE CONDITIONS, THE WORK REQUIRED AND ALL OTHER CONDITIONS THAT MAY EFFECT THE SUCCESSFUL COMPLETION OF THE JOB PRIOR TO COMMENCEMENT OF WORK.

7. THE CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND PERMIT CONDITIONS BEARING ON THE CONDUCT OF THE WORK, AS DRAWN AND SPECIFIED. IF THE CONTRACTOR OBSERVES THAT THE DRAWINGS AND SPECIFICATIONS ARE AT VARIANCE THEREWITH, HE SHALL PROMPTLY NOTIFY THE ENGINEER, IN WRITING, AND ANY NECESSARY CHANGES SHALL BE ADJUSTED, AS PROVIDED IN THE AGREEMENT FOR CHANGES IN THE WORK.

8. THE CONTRACTOR SHALL BE RESPONSIBLE TO THE OWNER AND THE ENGINEER FOR THE ACTS AND OMISSIONS OF CONTRACTOR'S EMPLOYEES AND ALL HIS SUBCONTRACTORS AND THEIR AGENTS AND EMPLOYEES AND OTHER PERSONS PERFORMING ANY OF THE WORK UNDER A CONTRACT WITH THE CONTRACTOR.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ALL NECESSARY ARRANGEMENTS WITH GOVERNMENTAL DEPARTMENTS, PUBLIC UTILITIES, PUBLIC CARRIERS, SERVICE COMPANIES, AND CORPORATIONS OWNING OR CONTROLLING ROADWAYS, RAILWAYS, WATER, SEWER, GAS, ELECTRICAL, TELEPHONE, AND TELEGRAPH FACILITIES SUCH AS PAVEMENTS, TRACKS, PIPING, WIRES, CABLES, CONDUITS, POLES, DUCTS, OR OTHER SIMILAR FACILITIES, INCLUDING INCIDENTAL STRUCTURES CONNECTED THEREWITH THAT ARE ENCOUNTERED IN THE WORK IN ORDER THAT SUCH ITEMS MAY BE PROPERLY SUPPORTED, PROTECTED OR LOCATED.

10. UNLESS OTHERWISE SPECIFIED IN THE GENERAL CONDITIONS, ALL CONSTRUCTION IS TO BE GOVERNED BY THE PLANS, APPLICABLE PERMITS, AND SPECIFICATIONS HEREIN, AND ALL APPLICABLE FEDERAL, STATE AND LOCAL BUILDING AND SAFETY CODES, LAWS AND ORDINANCES.

11. PRIOR TO PERFORMING ANY WORK WITHIN ANY PUBLIC RIGHT-OF-WAY, CONTRACTOR SHALL DEVELOP AND IMPLEMENT A TRAFFIC CONTROL PLAN CONSISTENT WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION.

12. PRIOR TO PERFORMING ANY WORK WITHIN ANY UTILITY RIGHT-OF-WAY, CONTRACTOR SHALL OBTAIN AUTHORIZATION AND PERMIT FROM JURISDICTION RESPONSIBLE FOR SUCH RIGHT-OF-WAY.

13. IN THE EVENT THE CONTRACTOR DISCOVERS ANY ERRORS OR OMISSIONS IN THE PLANS, HE SHALL IMMEDIATELY NOTIFY THE ENGINEER.

14. CONTRACTOR SHALL PRESERVE AND PROTECT ALL PERMANENT REFERENCE MONUMENTS, PERMANENT CONTROL POINTS, PERMANENT BENCH MARKS AND PROPERTY CORNERS. IN THE EVENT THE MONUMENTS, POINTS OR MARKERS ARE DISTURBED THE CONTRACTOR SHALL EMPLOY A FLORIDA REGISTERED LAND SURVEYOR TO RESET OR REPLACE THEM.

15. THE OWNER, OWNER'S AGENT AND INSPECTORS OF APPLICABLE GOVERNMENT JURISDICTIONS, SHALL AT ALL TIMES HAVE ACCESS TO THE WORK WHEREVER AND WHENEVER IT IS IN PREPARATION OR PROGRESS; AND THE CONTRACTOR SHALL PROVIDE PROPER FACILITIES FOR SUCH ACCESS AND FOR THE INSPECTION.

16. IT IS THE CONTRACTOR'S RESPONSIBILITY TO TAKE ALL REASONABLE AND PRUDENT PRECAUTIONS TO INSURE THAT ALL COMPLETED WORK, MATERIALS AND EQUIPMENT STORED ON SITE ARE SAFE AND SECURED FROM UNAUTHORIZED ACCESS OR USE. SUCH PRECAUTIONS MAY INCLUDE INSTALLATION OF SIGNS, FENCES, OR POSTING OF SECURITY GUARDS.

17. CONTRACTOR SHALL, AT ALL TIMES, UTILIZE ALL NORMALLY ACCEPTED AND REASONABLY EXPECTED SAFETY PRACTICES AND COMPLY WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS, ORDINANCES AND GUIDELINES PERTAINING TO SAFE UTILIZATION OF EQUIPMENT OR MATERIALS AS PUBLISHED BY MANUFACTURER.

18. PRIOR TO INITIATING ANY EXCAVATION CONTRACTOR SHALL INSTALL FENCES AND TAKE ALL OTHER REASONABLE AND PRUDENT STEPS TO ENSURE THAT ACCESS TO EXCAVATION BY UNAUTHORIZED PERSONNEL IS PREVENTED.

19. THE CONTRACTOR SHALL TAKE ALL REASONABLE PRECAUTIONS FOR THE SAFETY OF, AND SHALL PROVIDE ALL REASONABLE PROTECTION TO PREVENT DAMAGE, INJURY OR LOSS TO:

    19.1. ALL EMPLOYEES ON THE WORK SITE AND ALL OTHER PERSONS WHO MAY BE AFFECTED THEREBY;

    19.2. ALL WORK AND ALL MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, WHETHER IN STORAGE ON OR OFF THE SITE, UNDER THE CARE, CUSTODY OR CONTROL OF THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS;

    19.3. ANY OTHER PROPERTY AT THE SITE OR ADJACENT THERETO, INCLUDING TREES, SHRUBS, LAWNS, WALKS, PAVEMENTS, ROADWAY, STRUCTURES AND UTILITIES NOT DESIGNATED FOR DEMOLITION IN THE COURSE OF CONSTRUCTION.

20. CONTRACTOR SHALL MAINTAIN PUBLIC ACCESS ON MAIN AIRPORT ENTRANCE ACCESS ROAD AT ALL TIMES.

21. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE SAFETY CODES AND WITH ALL APPLICABLE LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC, QUASI-PUBLIC OR OTHER AUTHORITY HAVING JURISDICTION FOR THE SAFETY OF PERSONS OR PROPERTY OR FOR THEIR PROTECTION AGAINST DAMAGE, INJURY OR LOSS, OR DESIGNED TO PROTECT THE ENVIRONMENT. THE CONTRACTOR SHALL ERECT AND MAINTAIN, AS REQUIRED BY EXISTING CONDITIONS AND PROGRESS OF THE WORK, ALL REASONABLE SAFEGUARDS FOR SAFETY AND PROTECTION, INCLUDING POSTING DANGER SIGNS AND OTHER WARNINGS AGAINST HAZARDS, PROMULGATING SAFETY REGULATIONS AND NOTIFYING OWNERS AND USERS OF ADJACENT UTILITIES OF THE EXISTENCE OF HAZARDS AND OF THE SAFETY REGULATIONS.

22. ALL DAMAGE OR LOSS TO ANY PROPERTY REFERRED TO IN CLAUSES 19.2 AND 19.3 CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR, A SUBCONTRACTOR, OR BY ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, SHALL BE REMEDIED BY THE CONTRACTOR, EXCEPT DAMAGE OR LOSS PROPERLY ATTRIBUTABLE SOLELY TO THE ACTS OR OMISSIONS OF THE OWNER, OR THE ENGINEER OR ANYONE EMPLOYED BY THEM, OR FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, AND NOT PROPERLY ATTRIBUTABLE IN WHOLE OR IN PART, TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR.

23. UNTIL FINAL ACCEPTANCE OF THE WORK BY OWNER, THE CONTRACTOR SHALL HAVE THE CHARGE AND CARE OF AND SHALL BEAR THE RISK OF INJURY OR DAMAGE, LOSS OR EXPENSE TO ANY PART THEREOF, OR TO ANY MATERIALS STORED ON SITE, BY THE ACTION OF THE ELEMENTS OR FROM ANY OTHER CAUSE WHETHER ARISING FROM THE EXECUTION OR NON-EXECUTION OF THE WORK. THE CONTRACTOR SHALL REBUILD, REPAIR, RESTORE AND MAKE GOOD ALL INJURIES OR DAMAGES TO ANY PORTION OF THE WORK OCCASIONED BY ANY OF THE ABOVE CAUSES BEFORE FINAL ACCEPTANCE AND SHALL BEAR THE EXPENSES THEREOF.

24. THOSE PARTS OF WORK IN PLACE WHICH ARE SUBJECT TO DAMAGE BECAUSE OF OPERATIONS BEING CARRIED ON ADJACENT THERETO SHALL BE COVERED, BOARDED UP OR SUBSTANTIALLY ENCLOSED WITH ADEQUATE PROTECTION BY THE CONTRACTOR AT CONTRACTOR'S EXPENSE.

25. NOT USED

26. ADEQUATE TRAFFIC CONTROL, BARRICADES AND FLAGMAN SERVICES SHALL BE FURNISHED AND MAINTAINED BY THE CONTRACTOR AT ALL POINTS WHERE CONVEYING EQUIPMENT ENGAGED ON THE WORK REGULARLY ENTERS ONTO OR CROSSES TRAFFIC-CARRYING ROADS.

27. THE CONTRACTOR SHALL COMPLY IN EVERY RESPECT WITH THE FEDERAL OCCUPATIONAL HEALTH AND SAFETY ACT OF 1970 AND ALL RULES AND REGULATIONS NOW OR HEREAFTER IN EFFECT UNDER SAID ACT, AND THE CONTRACTOR FURTHER AGREES TO COMPLY WITH ANY AND ALL APPLICABLE STATE LAWS AND REGULATIONS PERTAINING TO JOB SAFETY AND HEALTH.

28. NOT USED

29. NOT USED

30. NOT USED

31. NOT USED

32. NOT USED

33. NOT USED

34. NOT USED

35. NOT USED

36. NOT USED

37. NOT USED

38. NOT USED

39. THE EXISTING UTILITIES SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UTILITIES AS TO SIZE, LOCATION, AND ELEVATION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY AND ALL CONFLICTS PRIOR TO BEGINNING CONSTRUCTION.

40. IF ANY TESTING, INSPECTION OR APPROVAL REVEAL DEFECTIVE WORK, CONTRACTOR SHALL NOT BE ALLOWED TO RECEIVE ANY ASSOCIATED COSTS AND THE OWNER SHALL BE ENTITLED TO DEDUCT FROM THE CONTRACT PRICE, BY ISSUING A CHANGE ORDER, OWNER'S COSTS ARISING OUT OF THE DEFECTIVE WORK, INCLUDING COSTS OF REPEATED PROCEDURES, COMPENSATION FOR ENGINEER'S AND DESIGN ENGINEER'S SERVICES AND OTHER RELATED COSTS.

41. TYPE OF AIRCRAFT OPERATIONS DURING CONSTRUCTION: DESIGN GROUP I AND II AND APPROACH CATEGORY A AND B.

42. TYPE AND HEIGHT (NOT-TO-EXCEED) OF CONSTRUCTION EQUIPMENT IS AS FOLLOWS:

    TRUCKS (DUMP, FLATBED, PANEL, PICKUP, CONCRETE) - 15 FEET
    FRONT END LOADERS - 15 FEET
    DOZERS - 15 FEET
    CRANE - 50 FEET*
    ROLLERS AND COMPACTORS - 15 FEET

    *NOTE - CONSTRUCTION EQUIPMENT LOCATIONS SHALL NOT VIOLATE RUNWAY 7 TO 1 TRANSITIONAL SURFACES AND RUNWAY APPROACH ZONE HEIGHT LIMITATIONS EXCEPT UNDER SPECIAL WAIVER CONDITIONS. APPROPRIATE WAIVERS MUST BE OBTAINED BY THE OWNER FROM FAA.

ABBREVIATIONS

FDOT	FL DEPT OF TRANSPORTATION	NO.	NUMBER
±	MORE OR LESS	CL	CENTERLINE
S.F.	SQUARE FEET	O.R.	OFFICIAL RECORDS
T/W	TAXIWAY	P.V.C.	POLYVINYLCHLORIDE
L.F.	LINEAR FEET		
N.T.S	NOT TO SCALE		

DESIGN AIRCRAFT AND CRITERIA FOR RUNWAY SURFACE GRADIENT DESIGN

DESIGN AIRCRAFT: CESSNA 310 (ARC B-1)	
MAXIMUM LONGITUDINAL GRADE	±2.0 PERCENT
MAXIMUM ALLOWABLE GRADE CHANGE	±2.0 PERCENT
ALLOWABLE CROSS-SLOPE FOR RUNWAY	1.0 TO 2.0 PERCENT
ALLOWABLE CROSS-SLOPE FOR PAVED SHOULDERS	1.5 TO 5 PERCENT

1. RUNWAY SURFACE GRADIENT CRITERIA PER FAA AC 150/5300-13, CHAPTER 5.

DESIGN AIRCRAFT AND ASSUMPTIONS FOR RUNWAY PAVEMENT DESIGN

FLEET MIX
CESSNA 172 @ 3,000 LBS, 10,000 ANNUAL DEPARTURES
CESSNA 310 @ 5,000 LBS, 2,000 ANNUAL DEPARTURES
GULFSTREAM III @ 70,200 LBS, 350 ANNUAL DEPARTURES

1. EXISTING FLEET MIX PER PERRY FOLEY AIRPORT MASTER PLAN UPDATE, JUNE 2005.

* 20 YEAR DESIGN PAVEMENT LIFE. ALL ANNUAL DEPARTURES PRESENT EXISTING OPERATIONS. PERCENT ANNUAL GROWTH DURING DESIGN LIFE OF PAVEMENT IS 3 PERCENT.

AVCON, INC.
ENGINEERS & PLANNERS
[illegible]
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER [illegible]
[illegible]

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

GENERAL NOTES

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DATE:	JULY 2012

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G4

SAFETY NOTES:

1. AIRPORT OPERATIONS – THE CONTRACTOR SHALL APPOINT SAFETY OFFICERS IN ACCORDANCE WITH THE PROJECT MANUAL. THE CONTRACTOR SHALL ALSO ACQUAINT ALL SUPERVISORS AND EMPLOYEES WITH THE ACTIVITIES OF THE PERRY FOLEY AIRPORT AND OPERATIONS THAT ARE INHERENT AT THIS ACTIVE AIRPORT AND SHALL CONDUCT CONSTRUCTION ACTIVITIES TO CONFORM TO ALL ROUTINE AND EMERGENCY AIR TRAFFIC REQUIREMENTS AND GUIDELINES ON SAFETY SPECIFIED IN THE PROJECT MANUAL AND AS SPECIFIED BY THE FIELD REPRESENTATIVE AND THE FAA.

2. VEHICLE IDENTIFICATION – ALL CONTRACTOR VEHICLES THAT ARE AUTHORIZED TO OPERATE ON THE AIRPORT SHALL DISPLAY IN FULL VIEW ABOVE THE VEHICLE A 3' X 3' OR LARGER ORANGE AND WHITE CHECKERED FLAG, EACH CHECK BEING 1' SQUARE. COMPANY DECALS WITH NOT LESS THAN 6" LETTERS MAY BE SUBSTITUTED FOR FLAGS ON SUPERVISORY VEHICLES AND LIGHT TRUCKS. ALL VEHICLES OPERATING IN THE ACTIVE AIRPORT OPERATIONS AREA (AOA) DURING THE HOURS OF DARKNESS SHALL BE EQUIPPED WITH A FLASHING YELLOW DOME – TYPE LIGHT MOUNTED ON TOP OF THE VEHICLE AND OF SUCH INTENSITY TO CONFORM TO LOCAL CODES FOR MAINTENANCE AND EMERGENCY VEHICLES.

3. GROUND CONTROL – NO CONTRACTOR VEHICLES OR EQUIPMENT SHALL ACCESS OR CROSS ACTIVE RUNWAYS, TAXIWAYS, OBJECT FREE AREAS AND APPROACH CLEAR ZONES EXCEPT AS COORDINATED AS PART OF A PROJECT PHASING PLAN APPROVED BY AIRPORT MANAGEMENT.

4. WORK REQUIRING PAVEMENT CLOSURE SHALL BE PERFORMED IN ACCORDANCE WITH THE SAFETY PLANS AND THE PROJECT MANUAL. NO RUNWAY, TAXIWAY, APRON OR AIRPORT ROADWAY SHALL BE CLOSED WITHOUT APPROVAL OF AIRPORT MANAGEMENT. TO ENABLE NECESSARY NOTICES TO AIRMEN (NOTAMS) OR ADVISORIES TO AIRPORT SERVICES OR TENANTS, A MINIMUM OF SEVENTY-TWO (72) HOURS WRITTEN NOTICE OF REQUESTED CLOSING SHALL BE DIRECTED TO THE OWNER, WHO WILL COORDINATE THE REQUEST WITH AIRPORT OPERATIONS.

5. OPEN TRENCHES – ANY CONSTRUCTION ABOVE 3" OR OPEN TRENCHES IN EXCESS OF 3" WITHIN 150' OF AN ACTIVE RUNWAY CENTERLINE OR WITHIN 48' FROM AN ACTIVE TAXIWAY CENTERLINE WILL REQUIRE CLOSURE OF THE AFFECTED RUNWAY OR TAXIWAY, UNLESS OTHERWISE APPROVED BY THE OWNER. (SEE NOTE 4 ABOVE). ALL TRENCHING MUST BE CONSTRUCTED TO MEET ALL FEDERAL, STATE (FLORIDA TRENCH SAFETY ACT) AND LOCAL LAWS (INCLUDES OSHA STANDARDS).

6. TRENCH MARKING – OPEN TRENCHES AND EXCAVATIONS LOCATED WITHIN 200' FROM AN ACTIVE TAXIWAY CENTERLINE SHALL BE PROMINENTLY MARKED WITH FLAGS AND LIGHTED BY APPROVED LIGHT UNITS (FLARE POTS NOT ALLOWED) DURING HOURS OF RESTRICTED VISIBILITY AND DARKNESS. THE CONTRACTOR WILL ENSURE THAT AN EMPLOYEE REMAINS ON-CALL TWENTY-FOUR (24) HOURS PER DAY FOR EMERGENCY MAINTENANCE OF HAZARD LIGHTING AND BARRICADES. NO OPEN TRENCHES ARE PERMITTED ADJACENT TO ACTIVE AOA, UNLESS APPROVED BY AIRSIDE OPERATIONS. THESE TRENCHES SHALL BE BACKFILLED WHEN THE CONTRACTOR IS NOT PERFORMING CONSTRUCTION IN THESE TRENCHES. DITCHES OR EXCAVATIONS PERMITTED TO REMAIN OPEN SHALL BE COMPLETELY ENCLOSED WITHIN AIRPORT-TYPE BARRICADES AND PROPERLY LIGHTED. INDIVIDUAL FLAGS AND/OR LIGHTS WILL NOT BE PERMITTED AROUND OPEN TRENCHES/EXCAVATIONS DURING NIGHTTIME HOURS.

7. OPEN FLAME – OPEN FLAME, WELDING OR TORCH-CUTTING OPERATIONS ARE PROHIBITED UNLESS ADEQUATE FIRE AND SAFETY PRECAUTIONS HAVE BEEN TAKEN AND THE PROCEDURE APPROVED BY AIRPORT OPERATIONS.

8. STOCKPILE EROSION AND DUST CONTROL – STOCKPILED MATERIAL AND OPEN EXCAVATIONS SHALL BE TREATED IN SUCH A MANNER AS TO PREVENT MOVEMENT RESULTING FROM AIRCRAFT BLAST OR WIND CONDITIONS IN EXCESS OF 10 KNOTS. STOCKPILED MATERIALS SHALL NOT BE PERMITTED WITHIN 250' OF AN ACTIVE RUNWAY CENTERLINE OR 65.5' FROM AN ACTIVE TAXIWAY CENTERLINE.

9. DEBRIS CONTROL – DEBRIS, WASTE AND LOOSE MATERIAL SHALL NOT BE ALLOWED ON ACTIVE AIRCRAFT MOVEMENT AREAS OR APRONS. IF OBSERVED TO BE ON ACTIVE AIRCRAFT MOVEMENT AREAS OR APRONS, THE MATERIAL WILL BE REMOVED IMMEDIATELY BY THE CONTRACTOR. THE FIELD REPRESENTATIVE MAY DIRECT THAT DEBRIS PROBLEMS DURING CONSTRUCTION NOT CORRECTED BY THE CONTRACTOR BE CORRECTED BY OTHERS AT THE EXPENSE OF CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE TO KEEP THE PAVEMENTS ADJACENT TO THE WORK AREA CLEAR OF DEBRIS AND FOD AT ALL TIMES.

10. INSPECTION BY OPERATIONS – PRIOR TO OPENING FOR AIRCRAFT USE AND THE DEPARTURE OF THE CONTRACTOR'S WORK CREWS, THE FIELD REPRESENTATIVE WILL ARRANGE FOR INSPECTION BY AIRPORT OPERATIONS OF ANY RUNWAY, TAXIWAY SAFETY AREA, OR APRON THAT HAS BEEN CLOSED FOR WORK, OR THAT HAS BEEN USED FOR A CROSSING POINT OR HAUL ROUTE BY THE CONTRACTOR. THESE AREAS MUST COMPLY WITH THE SAFETY REQUIREMENTS DEFINED BY FEDERAL AVIATION REGULATIONS PART 139 AND INTERPRETED BY THE DESIGNATED OPERATION'S INSPECTOR BEFORE PERMISSION FOR THE CONTRACTOR'S WORK CREWS TO DEPART WILL BE GRANTED.

11. NO SMOKING SHALL BE ALLOWED WITHIN THE AOA.

12. DESIGNATED AIRPORT REPRESENTATIVE SHALL HAVE THE AUTHORITY TO DISCONTINUE CONSTRUCTION OPERATIONS AT ANY TIME, FOR ANY REASON. THE AIRPORT REPRESENTATIVE CAN REQUIRE THE CONTRACTOR TO LEAVE THE AIRSIDE AOA AND/OR AIRPORT PROPERTY AND EVACUATE THE WORK AREA WITHIN THIRTY (30) MINUTES AFTER RECEIVING NOTICE.

13. ALL BARRICADE LIGHTING, TEMPORARY SIGNAGE AND COVERS SHALL BE VERIFIED BY THE CONTRACTOR FOR PROPER OPERATION AT THE END OF EACH DAY BEFORE THE CONTRACTOR CEASES OPERATION. THE INTENSITY OF THE LIGHTS AND THE SPACING FOR BARRICADES, SHALL BE ADEQUATE TO DELINEATE THE HAZARDOUS AREA WITHOUT AMBIGUITY. NO MORE THAN 10% OF THE LIGHTS FOR BARRICADES SHALL BE INOPERABLE AT ANY TIME, AND AT NO TIME SHALL TWO (2) CONSECUTIVE LIGHTS BE INOPERABLE. THE CONTRACTOR SHALL IMMEDIATELY REPLACE ANY BARRICADES, LIGHTS OR FLAGS WHICH IN THE OPINION OF THE FIELD REPRESENTATIVE OR AIRPORT OPERATIONS ARE NOT ADEQUATE.

14. SAFETY GUIDELINES – IN THE INTEREST OF SAFETY, THE CONTRACTOR IS ALSO DIRECTED TO ACQUAINT HIS/HER EMPLOYEES WITH THE PROVISIONS OF THE FOLLOWING FEDERAL AVIATION ADMINISTRATION ADVISORY CIRCULARS:

150/5370-2F	–	OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.
150/5210-5C	–	PAINTING, MARKING AND LIGHTING OF VEHICLES USED ON AN AIRPORT
150/5200-18C	–	AIRPORT SAFETY SELF-INSPECTION
150/5340-1K	–	STANDARDS FOR AIRPORT MARKINGS
ORDER SW 5200.5	–	SAFETY REQUIREMENTS ON AIRPORTS DURING AGENCY FUNDED CONSTRUCTION ACTIVITY

15. AFTER COMPLETION OF WORK, THE CONTRACTOR SHALL RE-STRIPE ALL/ANY EXISTING RUNWAY OR TAXIWAY CENTERLINE MARKINGS WHICH WERE TEMPORARILY REMOVED FOR CONSTRUCTION OR DAMAGED DURING CONSTRUCTION, MATCHING ORIGINAL CONDITION.

16. CONTRACTOR SHALL RELOCATE AND RESTORE AFTER COMPLETION OF CONSTRUCTION, ANY TAXIWAY CENTER LIGHTS, EDGE LIGHTS, OR GUIDANCE SIGNS THAT MAY EXIST WITHIN THE CONSTRUCTION AREA. IF REMOVED OR RELOCATED, CONTRACTOR SHALL PROVIDE "JUMPER CABLES" TO KEEP ELECTRICAL CIRCUITS IN OPERATION.

17. THE CONTRACTOR AT ALL TIMES SHALL MAINTAIN VEHICLES, EQUIPMENT AND MATERIALS OFF THE AIRCRAFT CONTAINMENT LINE DURING CONSTRUCTION. THE CONTRACTOR MAY BE REQUIRED TO WORK 24 HOURS EACH DAY IN DESIGNATED AREAS IN ORDER TO MINIMIZE THE SHUT DOWN TIME. NO ADDITIONAL CONTRACT COST SHALL BE ALLOWED FOR WORK TO BE ACCOMPLISHED "AROUND THE CLOCK" (24 HOURS PER DAY).

18. CONTRACTOR SHALL REMOVE ALL EQUIPMENT FROM OBJECT FREE AREAS DURING HOURS OF AIRCRAFT OPERATIONS.

19. THE FINAL LIFT OF ASPHALT SHALL BE CONSTRUCTED DURING DAYLIGHT HOURS.

20. CONTRACTOR SHALL COORDINATE WITH THE OWNER AND DESIGNATED AIRPORT REPRESENTATIVES FOR THE ISSUANCE OF NOTAMS BEFORE CONSTRUCTION BEGINS. PRIOR TO THE END OF THE WORK SHIFT, THE CONTRACTOR SHALL REMOVE ALL EQUIPMENT, MATERIALS AND STOCK PILES FROM THE CONSTRUCTION AREA, AND SHALL SWEEP THE AREA FOR ALL LOOSE PARTICLES THAT MAY BE INGESTED BY JET ENGINES.

21. ALL EQUIPMENT, MATERIAL AND CONSTRUCTION PERSONNEL SHALL BE KEPT AT LEAST 250' FROM THE CENTERLINE OF AN ACTIVE RUNWAY, AND 65.5' FROM THE CENTERLINE OF AN ACTIVE TAXIWAY AT ALL TIMES, UNLESS COORDINATED WITH AIRPORT ADMINISTRATION.

22. CONTRACTOR IS REQUIRED TO MONITOR RADIO COMMUNICATIONS AT ALL TIMES. CTAF (COMMON TRAFFIC ADVISORY FREQUENCY) & UNICOM FREQUENCY: 122.8 MHZ.

23. NO EQUIPMENT OR MATERIALS SHALL EXCEED A HEIGHT OF 50 FT WITHOUT PRIOR APPROVAL FROM ENGINEER.

24. THIS AIRPORT DOES NOT HAVE AN AIR TRAFFIC CONTROL TOWER.

SECURITY NOTES:

1. GENERAL – THE CONTRACTOR SHALL COMPLY WITH ALL SECURITY REQUIREMENTS SPECIFIED IN THE CONTRACT MANUAL. THE CONTRACTOR SHALL DESIGNATE IN WRITING TO THE FIELD REPRESENTATIVE, THE NAME OF THE "CONTRACTOR SECURITY OFFICER". THE CONTRACTOR SECURITY OFFICER SHALL REPRESENT THE CONTRACTOR ON THE SECURITY REQUIREMENTS OF THE CONTRACT.

2. CONSTRUCTION SECURITY COMMITTEE – A COMMITTEE SHALL BE ESTABLISHED CONCURRENT WITH THE LIFE OF THIS CONTRACT TO MONITOR AND COORDINATE SECURITY PROVISIONS, ADOPT NEW SECURITY PROVISIONS IF REQUIRED AND REVIEW AND APPROVE ALL MATTERS OF AIRPORT SECURITY RELATING TO THIS CONTRACT. MEETINGS SHALL BE SCHEDULED BY THE FIELD REPRESENTATIVE. COMMITTEE MEMBERSHIP SHALL INCLUDE THE CONTRACTOR SECURITY OFFICER, FIELD REPRESENTATIVE AND AIRPORT MANAGER.

3. CONTRACTOR PERSONNEL SECURITY ORIENTATION – THE CONTRACTOR SECURITY OFFICER SHALL BE RESPONSIBLE FOR BRIEFING ALL CONTRACTOR PERSONNEL ON THESE REQUIREMENTS AND, FROM TIME TO TIME, OTHER SECURITY PROVISIONS ADOPTED BY THE CONSTRUCTION SECURITY COMMITTEE. ALL NEW CONTRACTOR EMPLOYEES SHALL BE BRIEFED ON THESE REQUIREMENTS PRIOR TO WORKING IN THE CONSTRUCTION AREA.

4. ACCESS TO THE SITE – CONTRACTOR'S ACCESS TO THE SITE SHALL BE AS SHOWN ON THE PLANS OR AS DIRECTED BY THE FIELD REPRESENTATIVE. THE CONTRACTOR SHALL NOT PERMIT ANY UNAUTHORIZED PERSONNEL OR TRAFFIC ON THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL TO AND FROM THE VARIOUS CONSTRUCTION AREAS ON THE SITE. THE CONTRACTOR IS RESPONSIBLE FOR THE IMMEDIATE CLEANUP OF ANY DEBRIS DEPOSITED ALONG ANY ACCESS ROAD AS A RESULT OF THE CONSTRUCTION TRAFFIC. DIRECTIONAL SIGNING AT THE ACCESS GATE AND ALONG THE DELIVERY ROUTE TO THE STORAGE AREA OR WORK SITE SHALL NOT BE PERMITTED.

5. MATERIALS DELIVERY TO THE SITE – ALL CONTRACTOR'S MATERIAL ORDERS FOR DELIVERY TO THE SITE WILL USE THE ACCESS POINT AT THE CONTRACTOR'S STAGING AREA AS A DELIVERY ADDRESS AT THE AIRPORT. ALL ASSOCIATED COSTS SHALL BE INCIDENTAL TO VARIOUS OTHER BID ITEMS.

6. CONSTRUCTION AREA LIMITS – THE LIMITS OF CONSTRUCTION, MATERIAL STORAGE AREAS, EQUIPMENT STORAGE AREA, PARKING AREA AND OTHER AREAS REQUIRED FOR THE CONTRACTOR'S EXCLUSIVE USE DURING CONSTRUCTION SHALL BE MARKED BY THE CONTRACTOR AND APPROVED BY THE FIELD REPRESENTATIVE. THE CONTRACTOR SHALL ERECT AND MAINTAIN SUITABLE FENCING, SIGNAGE AND WARNING DEVICES VISIBLE FOR BOTH DAY/NIGHT USE TO DELINEATE THE PERIMETER OF ALL SUCH AREAS.

7. VEHICLE IDENTIFICATION – THE CONTRACTOR, THROUGH THE CONTRACTOR SECURITY OFFICER, SHALL ESTABLISH AND MAINTAIN A LIST OF CONTRACTOR AND SUBCONTRACTOR VEHICLES AUTHORIZED TO OPERATE ON THE SITE. THE CONTRACTOR SECURITY OFFICER WILL REQUIRE EACH VEHICLE TO DISPLAY A LARGE COMPANY SIGN (WITH NOT LESS THAN 6" LETTERING) ON BOTH SIDES OF THE VEHICLE. THE CONTRACTOR SHALL PROVIDE A CURRENT LISTING OF VEHICLES AND COMPANIES AUTHORIZED TO ENTER AND CONDUCT WORK ON THE AIRPORT TO THE FIELD REPRESENTATIVE. CONTRACTOR'S EMPLOYEE PERSONAL VEHICLES SHALL BE RESTRICTED TO THE CONTRACTOR'S STAGING AREA OR CONTRACTOR'S EMPLOYEE PARKING AREA AND ARE NOT ALLOWED ON THE AIRFIELD AT ANY TIME.

8. OPERATORS OF VEHICLES MUST POSSESS A VALID DRIVER'S LICENSE, FOR THE VEHICLE BEING OPERATED. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EMPLOYEES DRIVING WITHIN THE AOA, AND SHALL LIMIT EMPLOYEE ACCESS TO RUNWAY AND TAXIWAY OBJECT FREE AREAS TO THOSE WHOSE FUNCTIONS ARE ABSOLUTELY NECESSARY. DRIVERS SHALL MONITOR PERRY FOLEY UNICOM FREQUENCY AT ALL TIMES WHEN DRIVING WITHIN ANY RUNWAY OR TAXIWAY OBJECT FREE AREA, AND SHALL BE PREPARED TO LEAVE THE AREA IMMEDIATELY IF NECESSARY.

9. ALL ACCESS GATES SHALL REMAIN LOCKED OR MONITORED AT ALL TIMES. THE COST OF PROVIDING FLAGGER AND SECURITY GUARDS, IF NEEDED, SHALL BE INCIDENTAL AND INCLUDED IN THE VARIOUS CONTRACT ITEMS.

AVCON, INC
ENGINEERS & PLANNERS
[illegible]

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

SAFETY AND SECURITY NOTES

RESTRICTION

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SCALE: AS NOTED

REVISIONS:

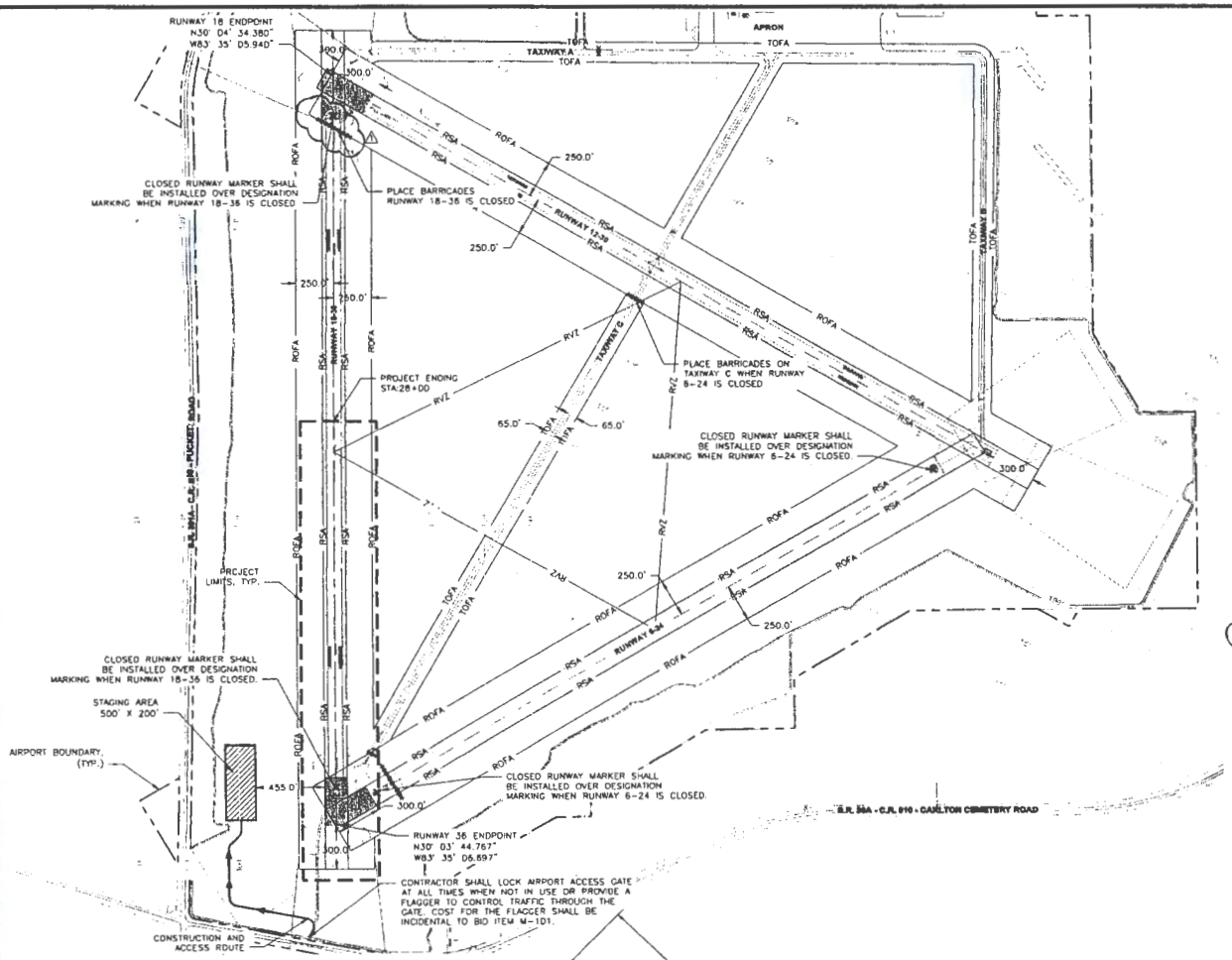
NO.	DATE	BY	DESCRIPTION
1	07/27/12	JW	ADDENDUM NO. 1

RELEASE FOR BID

DESIGNED BY:	J.R.C.
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012

AVCON PROJECT NO. 2012.148.01

SHEET NUMBER
G5

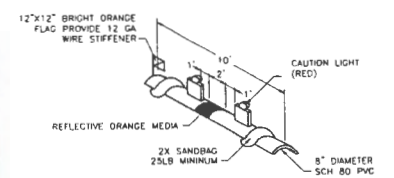


NOTES:

1. RUNWAY 18-36 AND 6-24 SHALL BE CLOSED WHEN EQUIPMENT IS LOCATED WITHIN 250 FEET OF THE RUNWAY CENTERLINE AND TAXIWAY A AND TAXIWAY C SHALL BE CLOSED WHEN EQUIPMENT IS LOCATED WITHIN 85.5 FEET OF THE TAXIWAY CENTERLINE. CONTRACTOR SHALL COORDINATE AND PROVIDE AT LEAST 72 HOURS NOTICE FOR ALL PAVEMENT CLOSURES WITH TAYLOR COUNTY PRIOR TO CLOSING AIRFIELD PAVEMENTS.
2. THE CONTRACTOR SHALL INSTALL, MAINTAIN, AND REMOVE BARRICADES.
3. DELAYS IN CONSTRUCTION DUE TO WEATHER SHALL BE AT NO COST TO THE OWNER.
4. IN THE EVENT TEMPORARY HAUL ROUTES ARE REQUIRED, THE CONTRACTOR SHALL CONSTRUCT HAUL ROUTES CAPABLE OF ADEQUATELY SUPPORTING HAULING UNITS. WHEN A HAULING ROUTE IS NO LONGER NEEDED, THE AREA (INCLUDING ALL NEW PAVEMENT DAMAGED FROM HAUL ROUTE CROSSINGS) SHALL BE RESTORED TO ITS ORIGINAL OR PROPOSED CONDITION. NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK. THE LOCATION OF HAUL ROUTES ON THE AIRPORT SITE SHALL BE AS SPECIFIED ON THE PLANS OR AS APPROVED BY THE ENGINEER AND/OR OWNER. FENCING, DRAINAGE, GRADING, AND OTHER MISCELLANEOUS CONSTRUCTION REQUIRED TO CONSTRUCT TEMPORARY HAUL ROUTES OR ACCESS POINTS ON THE AIRPORT WILL BE THE CONTRACTOR'S TOTAL RESPONSIBILITY AND SHALL BE APPROVED BY THE AIRPORT PRIOR TO WORK.
5. CONTRACTOR SHALL RESTORE CONTRACTOR STAGING AREA TO ITS ORIGINAL OR BETTER CONDITION.
6. BARRICADES TO BE PLACED ALONG THE LIMITS OF THE WORK, AS SHOWN ON THIS SHEET, 2' FROM THE EDGE OF ALL EXISTING PAVEMENTS, UNLESS OTHERWISE SHOWN. BARRICADES SHALL BE CONTINUOUS (NO SPACES).
7. BARRICADE SECTIONS SHALL BE WHITE WITH ORANGE REFLECTIVE MEDIA. ALL INCIDENTAL CONNECTORS, SPACERS, SPLICE PLATES, ETC. SHALL BE PAINTED WHITE.
8. ALL BARRICADES SHALL BE CHECKED VISUALLY FOR SIGNS OF WEAR AND TEAR ON A WEEKLY BASIS AND SHALL BE REPAINTED WHEN DEEMED APPROPRIATE BY THE ENGINEER. THE CONDITIONS OF LIGHTING UNITS SHALL BE CHECKED DAILY. ALL LIGHT FIXTURES SHALL BE VERIFIED OPERATING BY THE CONTRACTOR ON A DAILY BASIS BEFORE THE CONTRACTOR CEASES OPERATION FOR THE DAY.
9. ALL BARRICADES SHALL BE MOVED AT LEAST ONCE EACH WEEK AND THE CONTRACTOR SHALL SWEEP THE DEBRIS WHICH HAS ACCUMULATED AND REMOVE FROM THE SITE. THE BARRICADES SHALL THEN BE REPLACED AT THE APPROPRIATE LOCATION AND CONTINUOUSLY MAINTAINED BY THE CONTRACTOR.
10. THE CONTRACTOR SHALL INSTALL, MAINTAIN AND REMOVE BARRICADES.
11. REFER TO SHEET G5 FOR ADDITIONAL INFORMATION ON SAFETY AND SECURITY NOTES.
12. CONTRACTOR SHALL PROVIDE A WATER TRUCK TO MINIMIZE DUST DURING SHOULDER GRADING ACTIVITIES. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING WATER FOR THE WATER TRUCK.

LEGEND

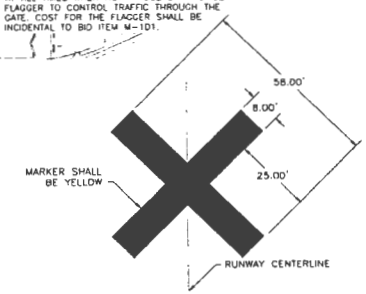
→	CONTRACTOR ACCESS/HAUL ROUTE
	CONTRACTOR STAGING AREA
	CONSTRUCTION BARRICADES
— ROFA —	RUNWAY OBJECT FREE AREA
— TOFA —	TAXIWAY OBJECT FREE AREA
— RVZ —	RUNWAY VISIBILITY ZONE
196'	PART 77
	EXISTING PAVEMENT
	PROJECT LIMITS
	AIRPORT BOUNDARY
	PCC PAVEMENT



CAUTION LIGHTS TO BE RED IN COLOR AND FLASHING DURING HOURS OF DARKNESS OR REDUCED VISIBILITY. UNITS TO BE PLACED ADJACENT TO EACH OTHER. ALTERNATE TYPES OF BARRICADES MAY BE APPROVED ON A CASE BY CASE BASIS. PAYMENT FOR BARRICADES SHALL BE INCIDENTAL TO PAY ITEM M-101

CONSTRUCTION BARRICADE DETAIL

N.T.S



CLOSED RUNWAY MARKER

N.T.S.

CLOSED RUNWAY MARKER NOTES:

1. CLOSED RUNWAY MARKERS MUST BE INSTALLED BY THE CONTRACTOR WHENEVER RUNWAYS ARE CLOSED TO ACCOMMODATE CONSTRUCTION ACTIVITIES. MARKERS SHALL BE CENTERED OVER RUNWAY NUMERALS.
2. TRANSPORTING AND PLACING THE MARKERS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
3. THE MARKERS SHALL BE CONSTRUCTED OF DOUBLE-LAYERED PAINTED SNOW FENCE, COLORED PLASTIC FABRIC MARKERS, PAINTED SHEETS OF PLYWOOD, OR SIMILAR MATERIAL. MATERIALS SHALL BE SUBMITTED TO ENGINEER FOR APPROVAL PRIOR TO CONSTRUCTION AND SHALL BE PAINTED YELLOW.
4. THE MARKERS SHALL BE SECURELY FASTENED IN PLACE ON THE RUNWAY PAVEMENT USING 25 LB. SAND BAGS OR OTHER MEANS AS APPROVED BY THE ENGINEER.
5. THE CONTRACTOR SHALL FREQUENTLY INSPECT THE MARKERS AND MAKE PROMPT REPAIRS AS NECESSARY.
6. THE COST OF THIS WORK SHALL BE INCLUDED IN THE COST FOR MOBILIZATION AND MAINTENANCE OF TRAFFIC.
7. UPON COMPLETION OF THE PROJECT, MARKERS SHALL BECOME THE PROPERTY OF THE OWNER, HOWEVER; ANY PLYWOOD MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND DISPOSED OF ACCORDINGLY.
8. RUNWAY LIGHTS SHALL BE TURNED OFF WHEN RUNWAY IS CLOSED.

AVCON, INC.
ENGINEERS & PLANNERS
3200 AVENUE OF THE PINES, SUITE A - GAINESVILLE, FL 32608-2425
OFFICE: (352) 378-0990 - FAX: (352) 378-0963
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER 4867
www.avcon.com

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

SAFETY DURING CONSTRUCTION PLAN

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SCALE: AS NOTED

REVISIONS:

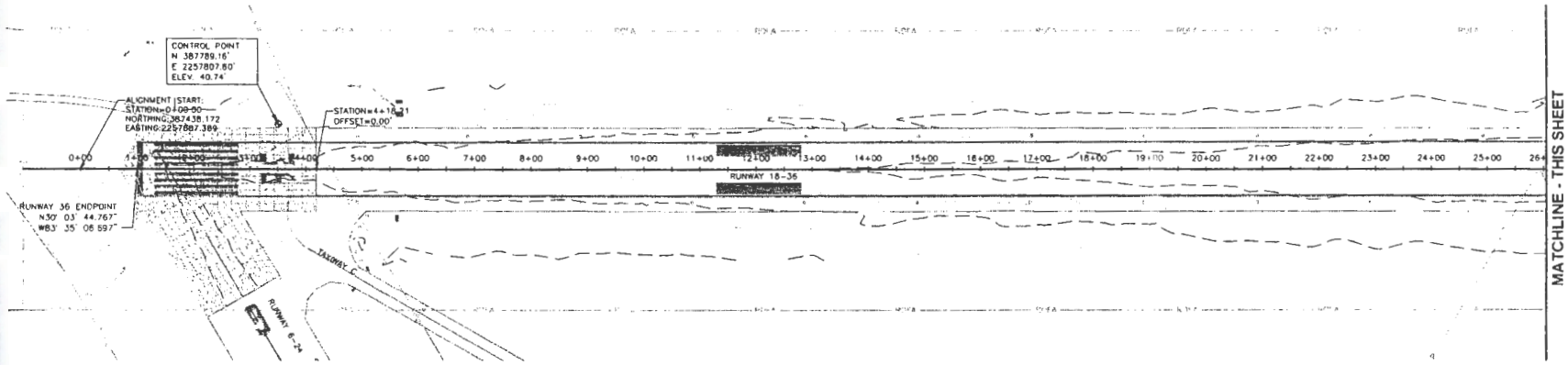
NO.	DATE	BY	DESCRIPTION
1	07/27/12	JPR	ADDENDUM NO. 1

RELEASE FOR BID

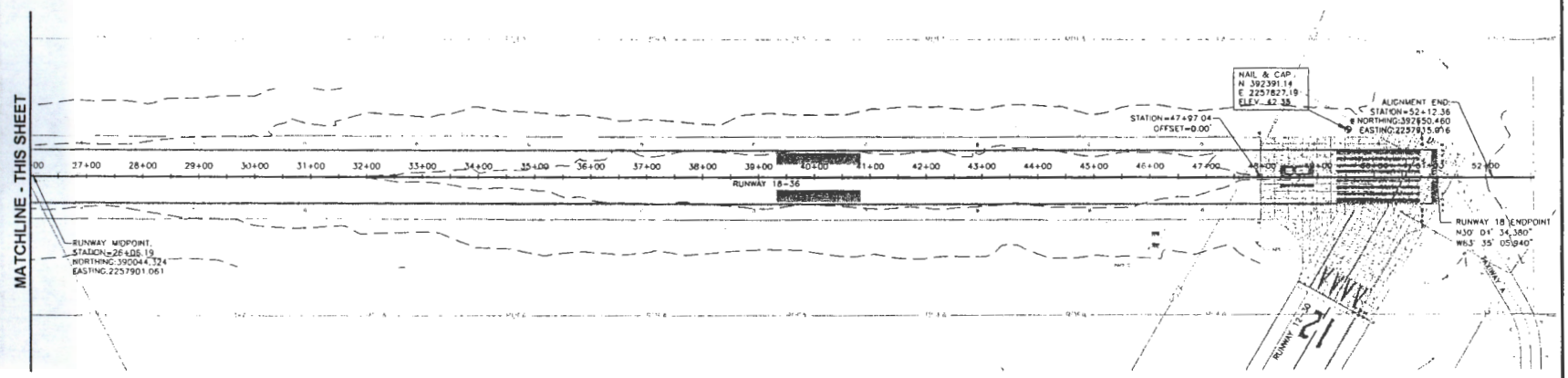
DESIGNED BY:	J.R.C.
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012
AVCON PROJECT NO.	2012.148.01

SHEET NUMBER
G6

N:\INCIPLE\AIRPORTS\2012\148.01 - RUNWAY 18-36 REHABILITATION, PHASE 2\DWG\CAD\1.001G6_SAFETY DURING CONSTRUCTION.DWG 7/30/2012



SOUTH HALF RUNWAY 18-38



NORTH HALF RUNWAY 18-36

EXISTING CONDITIONS AND TOPOGRAPHY PROVIDED BY:
CERTIFICATE OF AUTHORIZATION NUMBER LB 7739
DELTA PROFESSIONAL LAND SERVICES, LLC.
114 WEST GREEN STREET PERRY, FLORIDA 32347
PHONE (850)584-2848 FAX(850)584-7808

North
0' 50' 100' 200'
GRAPHIC SCALE IN FEET

AVCON, INC.
ENGINEERS & PLANNERS

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

SURVEY CONTROL PLAN

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APPROVED BY:	V.C.L.
DATE:	JULY 2012

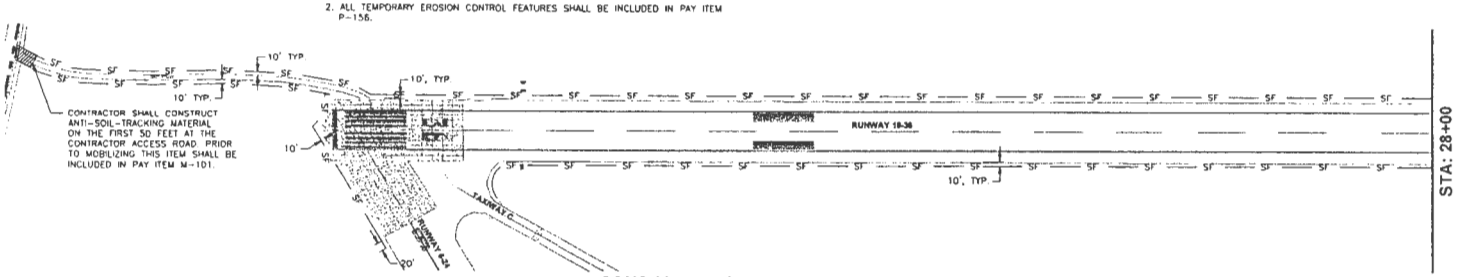
AVCON PROJECT NO. 2012.148.01

SHEET NUMBER
G7

N:\VICENLE AIRPORTS\2012-148.01 - RUNWAY 18-36 REHABILITATION PHASE 2\000 CAD\14801 GB_SURVEY CONTROL PLANDWG 7/30/2012

NOTE:

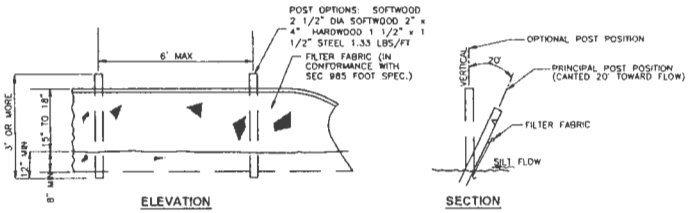
1. SILT FENCE SHALL BE INSTALLED ON BOTH SIDES OF ALL CONTRACTOR ACCESS ROUTES AND COMPLETELY AROUND STAGING AREA.
2. ALL TEMPORARY EROSION CONTROL FEATURES SHALL BE INCLUDED IN PAY ITEM P-156.



SOUTH HALF RUNWAY 18-36 REHABLITATION

NOTE:

1. CONTRACTOR SHALL CLEAR ALL DEBRIS FROM AIRFIELD PAVEMENTS. REFER TO SHEET G5 SAFETY NOTES. NOTE 9 FOR FURTHER CLARIFICATION.



TYPE III SILT FENCE

N.T.S.

"THE CONTRACTOR SHALL COMPLY WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES DATED FEBRUARY 2009, OR MOST CURRENT VERSION IF LATER. A COPY OF THIS DOCUMENT (DEP NO. 62-621.300(4)(A) EFFECTIVE FEBRUARY 17, 2009) MAY BE OBTAINED FROM THE FDEP WEBSITE. A COPY OF THE NOTICE OF INTENT TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES, INCLUDING INSTRUCTIONS, IS INCLUDED IN DIVISION 1, SECTION 1510 OF THE BIDDING DOCUMENTS. THE CONTRACTOR SHALL COMPLETE THIS FORM AND FILE IT WITH THE APPROPRIATE FEE TO THE FDEP FOLLOWING THE PUBLISHED INSTRUCTIONS. CHAPTER 62-621 F.A.C. PROVIDES GUIDANCE TO NOI PERMITTEES REGARDING THE STORMWATER POLLUTION PREVENTION PLAN WHICH THE PERMITTEE IS REQUIRED TO PREPARE UNDER PART V. OF THE GENERIC PERMIT. THE DEPARTMENT MAKES ITS MANUAL ENTITLED STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL, FDOT, FDEP (2007) AVAILABLE AT HTTP://WWW.DEP.STATE.FL.US/WATER/STORMWATER/NPDES. THE CONTRACTOR SHALL FURNISH A COPY OF THE FOLLOWING TO THE OWNER AND THE ENGINEER FOR THEIR REVIEW AND RECORDS.

- A COPY OF THE COMPLETED NOI SUBMITTED TO THE FDEP
- A COPY OF THE FDEP ACKNOWLEDGEMENT OF NOI COVERAGE UNDER THE GENERIC PERMIT
- A COPY OF THE CONTRACTOR'S PREPARED STORMWATER POLLUTION PREVENTION PLAN REQUIRED UNDER PART V OF THE GENERIC PERMIT
- A COPY OF ALL REPORTS
- A COPY OF THE NOTICE OF TERMINATION (NOT) SUBMITTED TO THE FDEP UPON CESSATION OF THE CONSTRUCTION ACTIVITIES AND SITE RESTORATION"

LEGEND

- EXISTING CONCRETE
- EXISTING PAVEMENT EDGE
- SF — SILT FENCE TYPE III

North

0' 75' 150' 300'

GRAPHIC SCALE IN FEET

K:\VACCILLE\AIRPORTS\2012\2012.148.01 - Runway 18-36 REHABILITATION, PHASE 2\300 CAD\148.01B.dgn\EROSION CONTROL PLAN.DWG 7/30/2012

AVCON, INC.
ENGINEERS & PLANNERS

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

EROSION CONTROL PLAN

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APPROVED BY:	V.C.L.
DATE:	JULY 2012

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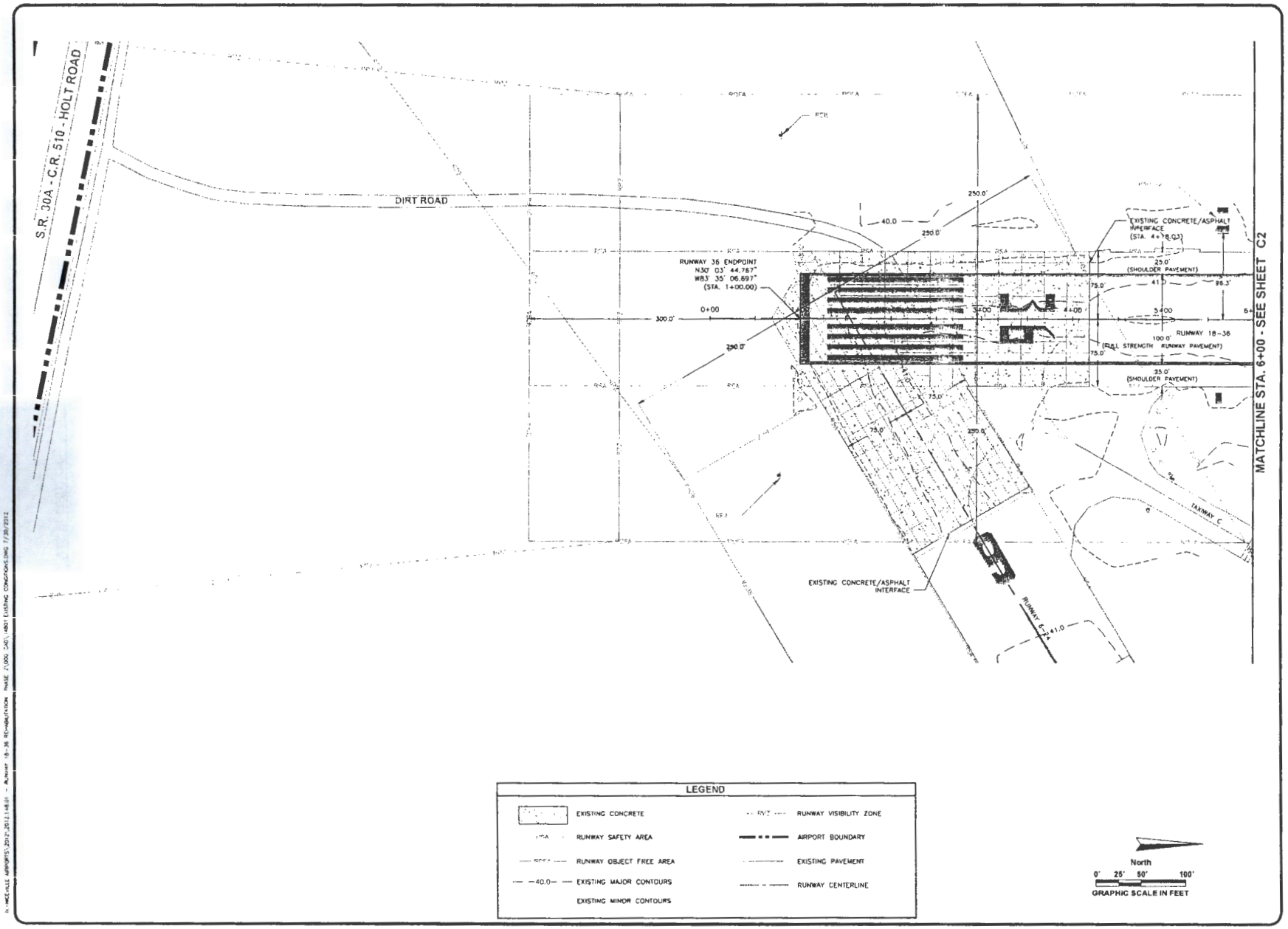
SHEET NUMBER

G8



AVCON, INC.
ENGINEERS & PLANNERS

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION—PHASE II

EXISTING CONDITIONS (SHEET 1 OF 3)

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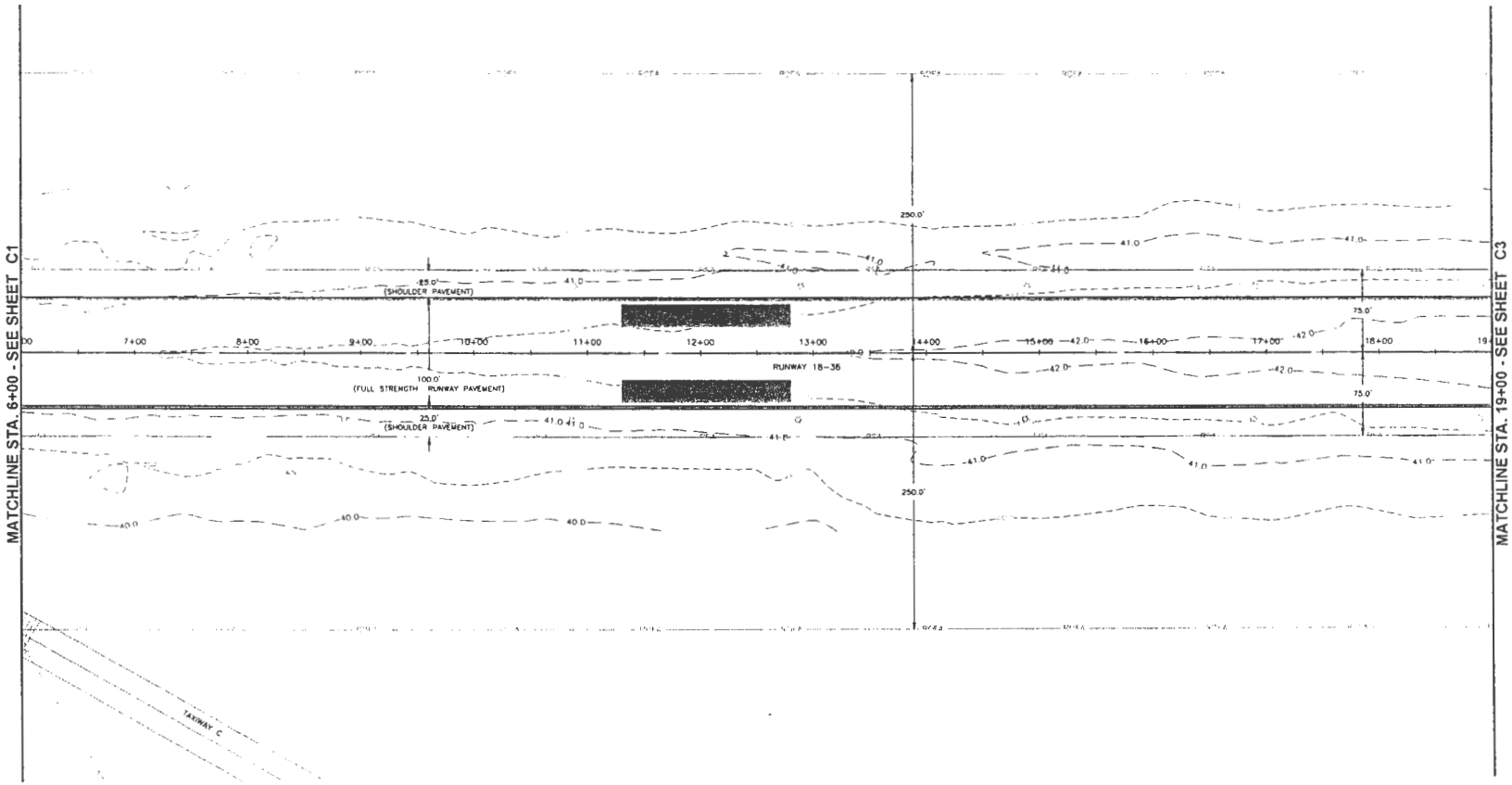
SHEET NUMBER
C1



LEGEND

EXISTING CONCRETE	RUNWAY VISIBILITY ZONE
RUNWAY SAFETY AREA	AIRPORT BOUNDARY
RUNWAY OBJECT FREE AREA	EXISTING PAVEMENT
40.0 EXISTING MAJOR CONTOURS	RUNWAY CENTERLINE
EXISTING MINOR CONTOURS	

North

0' 25' 50' 100'

GRAPHIC SCALE IN FEET

AVCON, INC.
ENGINEERS & PLANNERS

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

EXISTING CONDITIONS (SHEET 2 OF 3)

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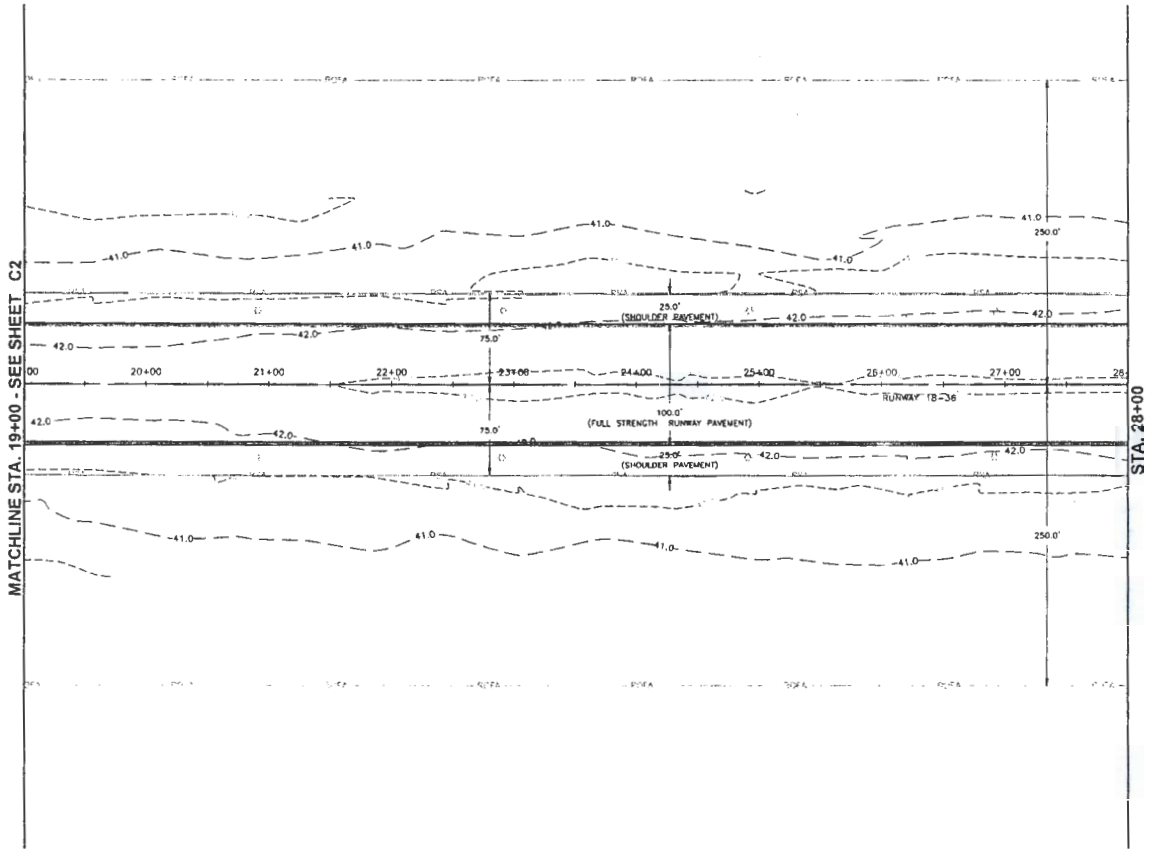
AVCON PROJECT NO. 2012.148.01

SHEET NUMBER
C2

R:\PROJFILE\AIRPORTS\2012\2012.148.01 - Perry 18-36 REHABILITATION, PHASE 2\CAD\CAD\EXISTING CONDITIONS.DWG 7/30/2012



LEGEND

EXISTING CONCRETE	RUNWAY VISIBILITY ZONE
RUNWAY SAFETY AREA	AIRPORT BOUNDARY
RUNWAY OBJECT FREE AREA	EXISTING PAVEMENT
40.0 EXISTING MAJOR CONTOURS	RUNWAY CENTERLINE
EXISTING MINOR CONTOURS	

North

0' 25' 50' 100'

GRAPHIC SCALE IN FEET

ENGINEER OF RECORD

AVCON, INC.
ENGINEERS & PLANNERS

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

EXISTING CONDITIONS (SHEET 3 OF 3)

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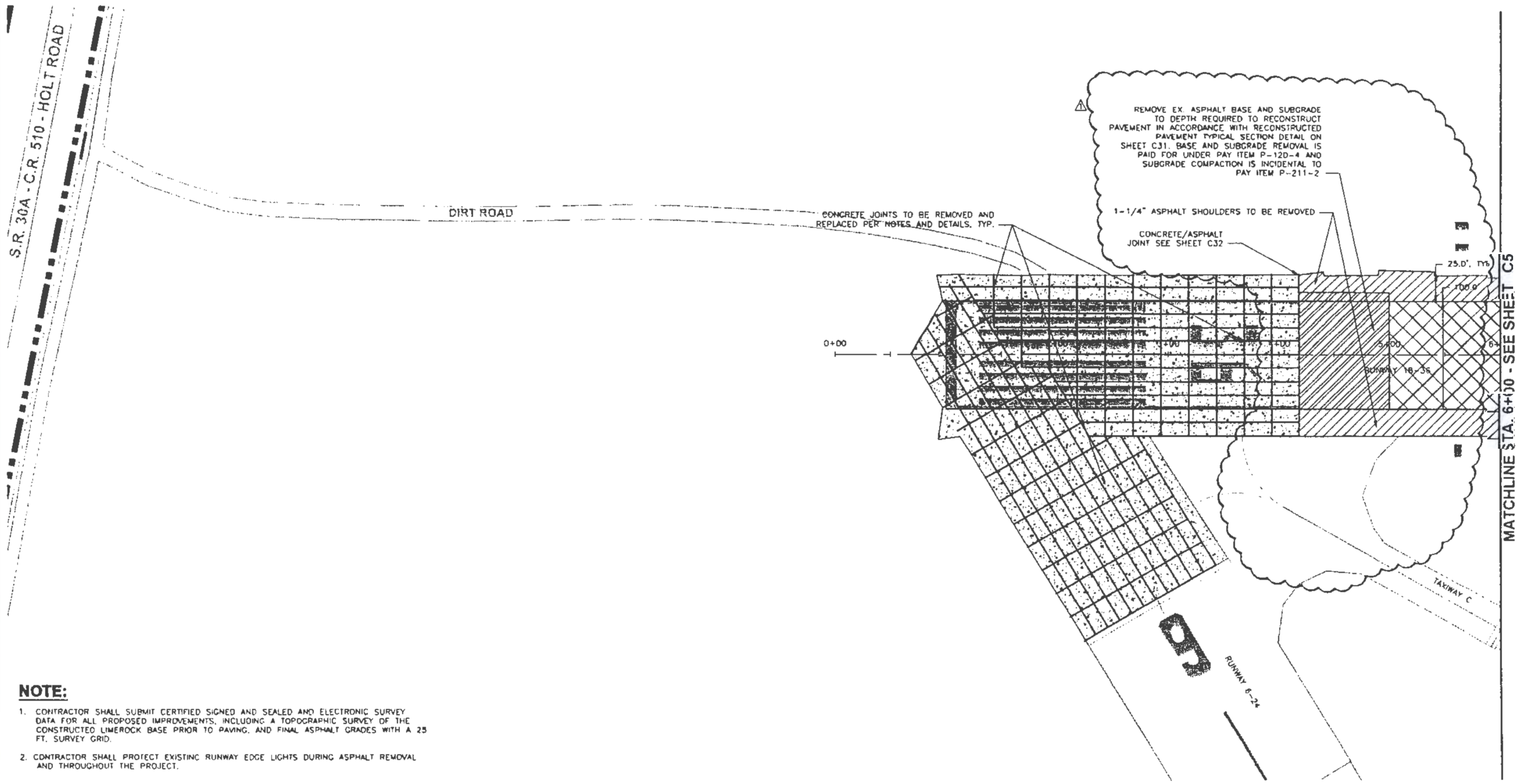
C3



NOTE:

1. CONTRACTOR SHALL SUBMIT CERTIFIED SIGNED AND SEALED AND ELECTRONIC SURVEY DATA FOR ALL PROPOSED IMPROVEMENTS, INCLUDING A TOPOGRAPHIC SURVEY OF THE CONSTRUCTED LIMEROCK BASE PRIOR TO PAVING, AND FINAL ASPHALT GRADES WITH A 25 FT. SURVEY GRID.

2. CONTRACTOR SHALL PROTECT EXISTING RUNWAY EDGE LIGHTS DURING ASPHALT REMOVAL AND THROUGHOUT THE PROJECT.

JOINT REHABILITATION NOTES:

1. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF EXISTING JOINT SEALANT AND ASSOCIATED JOINT BACKER RODS. THE EXPOSED JOINT SHALL BE CLEANED AND A NEW BACKER ROD SHALL BE PLACED IN EACH JOINT. THE CONTRACTOR SHALL APPLY NEW JOINT SEALANT IN ACCORDANCE WITH JOINT DETAILS.
2. THE CONTRACTOR SHALL BE ADVISED THAT THE EXISTING JOINT SEALANT MATERIALS TO BE REMOVED MAY CONTAIN REFINED TAR, POLYVINYL CHLORIDE, AROMATIC, OR OTHER HAZARDOUS INGREDIENTS (CONTAMINANTS) REGULATED BY LOCAL, STATE OR FEDERAL LAW.
3. MATERIALS DETERMINED TO CONTAIN NO CONTAMINANTS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF IN ACCORDANCE WITH THE CONTRACT REQUIREMENTS. NO SEPARATE PAYMENT SHALL BE MADE FOR THE DISPOSAL OF THE MATERIALS WHICH DO NOT CONTAIN HAZARDOUS INGREDIENTS.
4. ALL EXISTING SEALANT MATERIALS SUSPECTED OR DETERMINED TO CONTAIN CONTAMINANTS SHALL BE COLLECTED, CONTAINERIZED, AND LABELED FOR OFF SITE DISPOSAL.
5. IF CONTAMINANTS ARE IDENTIFIED IN THE EXISTING JOINT SEALANT MATERIALS, THE CONTRACTOR SHALL PERFORM REMOVAL AND DISPOSAL OF THE MATERIALS IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS CONCERNING THE REMOVAL AND DISPOSAL OF THE CONTAINMENTS. ALL COSTS ASSOCIATED WITH THE DISPOSAL OF MATERIALS CONTAINING CONTAMINANTS SHALL BE INCLUDED IN THE HAZARDOUS MATERIAL DISPOSAL ALLOWANCE. SEE SPECIAL PROVISION NO. 8.
6. THE CONTRACTOR SHALL BE LIABLE TO THE OWNER FOR ALL COSTS INCURRED TO CLEAN UP, HANDLE, REMOVE, AND DISPOSE OF ANY MATERIALS CONTAINING CONTAMINANTS RESULTING FROM CONTRACTOR'S ACTIONS OR NON-ACTIONS THAT DO NOT COMPLY WITH THE REQUIREMENTS OF THE CONTRACT PLANS AND SPECIFICATIONS AND APPLICABLE LAWS.
7. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE GENERAL SEQUENCE OF AN APPROVED CONSTRUCTION PHASING PLAN OR AS OTHERWISE APPROVED BY OWNER
8. IF THE CONTRACTOR IDENTIFIES A PAVEMENT SLAB WITH POOR CONDITIONS (CRACKING, SPALLING, ETC.) SUCH THAT CLEANING AND RESEALING WOULD BE DIFFICULT WITHOUT FURTHER DAMAGING THE PAVEMENT AND SLAB REPLACEMENT SHOULD BE CONSIDERED TO ENSURE APPROPRIATE SEALANT PERFORMANCE, THEN THE CONTRACTOR SHALL IMMEDIATELY ADVISE THE OWNER AND SHALL REFRAIN FROM PLACING SEALANT ON OR AROUND THE SLAB UNTIL AUTHORIZED. THERE IS NO CONCRETE REPAIR WORK INCLUDED IN THIS PROJECT.

CRACK SEALING

1. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF EXISTING CRACK FILLER MATERIALS. THE EXPOSED CRACK SHALL BE ROUTED AND CLEANED AND A BACKER ROD SHALL BE PLACED IN CRACKS MEASURING GREATER THAN 1/4" IN WIDTH. THE CONTRACTOR SHALL APPLY NEW JOINT SEALANT MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

LEGEND

- COMPLETE ASPHALT REMOVAL, 2" DEPTH
- SHOULDER ASPHALT REMOVAL, 1-1/4" DEPTH
- ~~COMPLETE CONCRETE REMOVAL~~
- CONCRETE SURFACE (NOT TO BE MILLED)
- COMPLETE ASPHALT, BASE, AND SUBGRADE REMOVAL AND REPLACEMENT
- EXISTING CONCRETE JOINTS
- EXISTING PAVEMENT

North

0' 25' 50' 100'

GRAPHIC SCALE IN FEET

N:\NICEVILLE AIRPORTS\2012\2012.148.01 - RUNWAY 18-36 REHABILITATION, PHASE 2\000 CAD\14801 PAVEMENT PREP PLAN.DWG 7/30/2012

TAYLOR COUNTY · THE FOREST CAPITAL OF THE SOUTH

AVCON

AVCON, INC.
ENGINEERS & PLANNERS
5200 BAYSHORE DRIVE, SUITE A · NICEVILLE, FL 32578-2425
OFFICE (850) 678-0050 · FAX (850) 678-0040
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER 5057

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

PAVEMENT PREPARATION PLAN (SHEET 1 OF 3)

ATTENTION:
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SCALE: AS NOTED

REVISIONS:

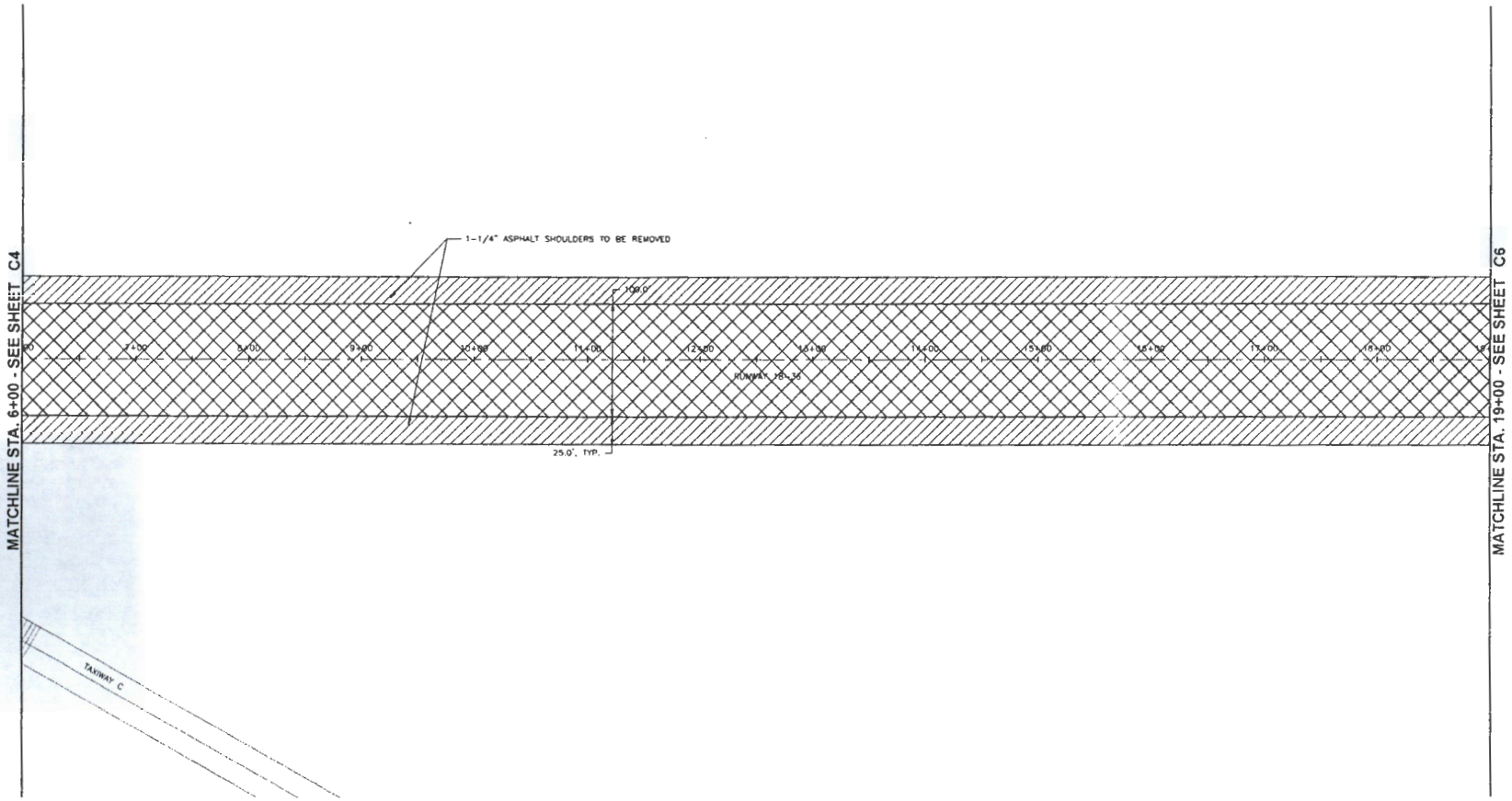
NO.	DATE	BY	DESCRIPTION
1	07/27/12	JW	ADDENDUM NO. 1

RELEASE FOR BID

DESIGNED BY: J.R.C.
DRAWN BY: J.A.W.
CHECKED BY: J.R.C.
APPROVED BY: V.C.L.
DATE: JULY 2012

AVCON PROJECT NO. 2012.148.01

SHEET NUMBER
C4



NOTE:

1. CONTRACTOR SHALL SUBMIT CERTIFIED SIGNED AND SEALED AND ELECTRONIC SURVEY DATA FOR ALL PROPOSED IMPROVEMENTS, INCLUDING A TOPOGRAPHIC SURVEY OF THE CONSTRUCTED LIMEROCK BASE PRIOR TO PAVING, AND FINAL ASPHALT GRADES WITH A 25 FT. SURVEY GRID.

LEGEND

- COMPLETE ASPHALT REMOVAL, 2" DEPTH
- SHOULDER ASPHALT REMOVAL, 1-1/4" DEPTH
- EXISTING PAVEMENT

North

0' 25' 50' 100'

GRAPHIC SCALE IN FEET

AVCON, INC.
ENGINEERS & PLANNERS

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

PAVEMENT PREPARATION PLAN (SHEET 2 OF 3)

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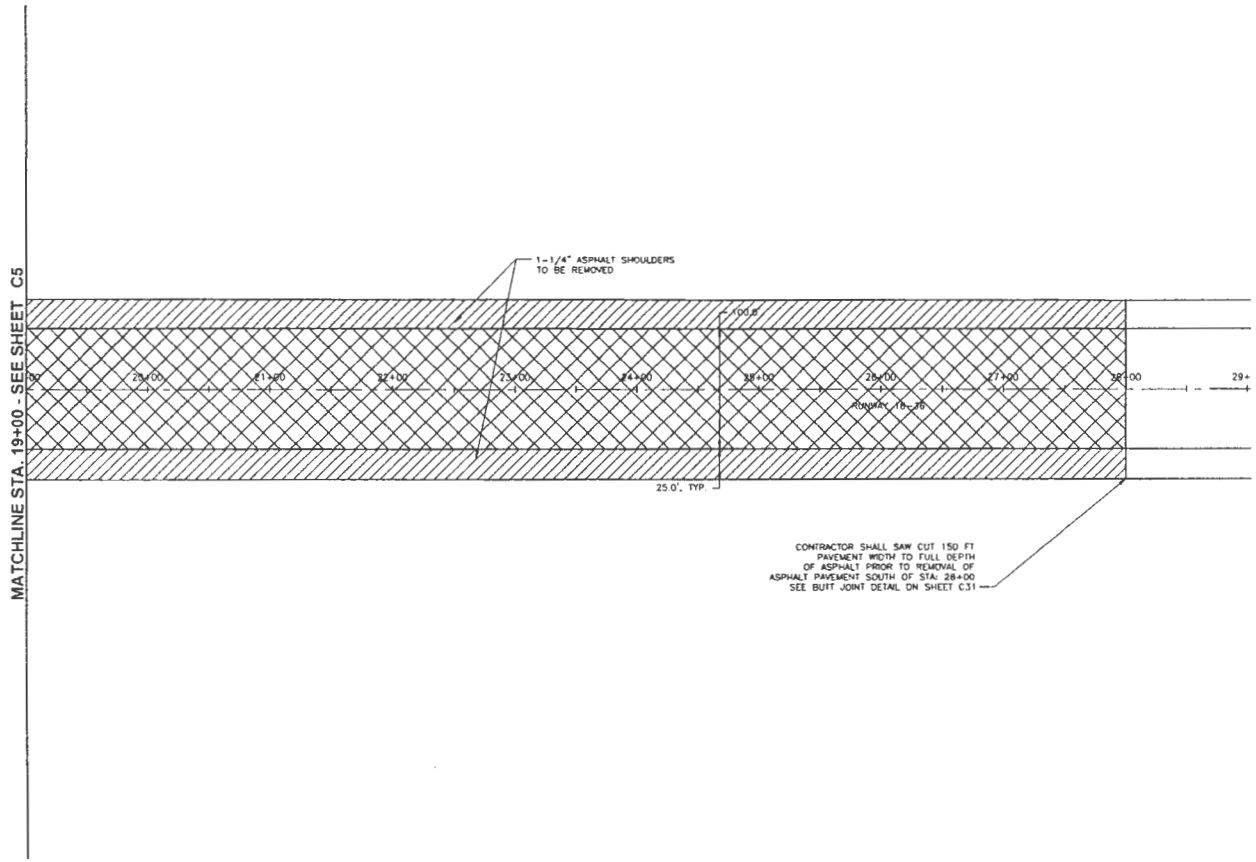
DESIGNED BY:	J.R.C.
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012

AVCON PROJECT NO. 2012.148.01

SHEET NUMBER
C5

H:\HAGERVILLE AIRPORTS\2012 2012.148.01 - RUNWAY 18-36 REHABILITATION PHASE 2\DWG CAD\148.01 PAVEMENT PREP PLAN.DWG 7/30/2012



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LEGEND

COMPLETE ASPHALT REMOVAL, 2" DEPTH	EXISTING PAVEMENT
SHOULDER ASPHALT REMOVAL, 1-1/4" DEPTH	

North

0' 25' 50' 100'

GRAPHIC SCALE IN FEET

AVCON

AVCON, INC.
ENGINEERS & PLANNERS
[illegible]

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

PAVEMENT PREPARATION PLAN (SHEET 3 OF 3)

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RELEASE FOR BID

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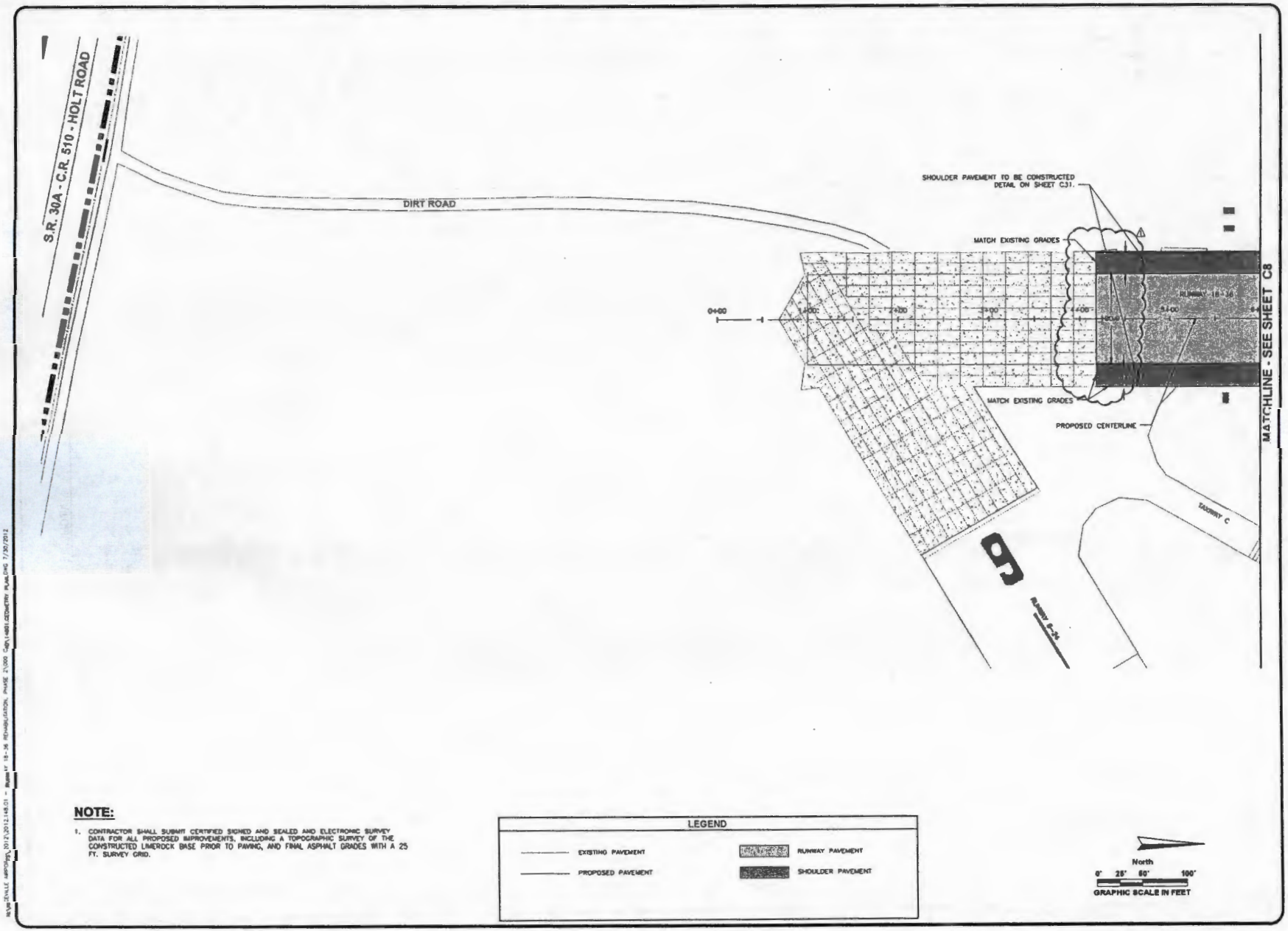
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012
AVCON PROJECT NO.	2012.148.01

SHEET NUMBER
C6

N:\AVCON\ AIRPORTS\ 2012\ 2012.148.01 - RUNWAY 18-36 REHABILITATION, PHASE II\ 001 - 14001 PAVEMENT PREP PLAN.DWG 7/30/2012



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LEGEND

- EXISTING PAVEMENT
- PROPOSED PAVEMENT
- RUNWAY PAVEMENT
- SHOULDER PAVEMENT

North

0' 25' 50' 100'

GRAPHIC SCALE IN FEET

AVCON

AVCON, INC.
ENGINEERS & PLANNERS

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

GEOMETRY PLAN
(SHEET 1 OF 3)

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SCALE: AS NOTED

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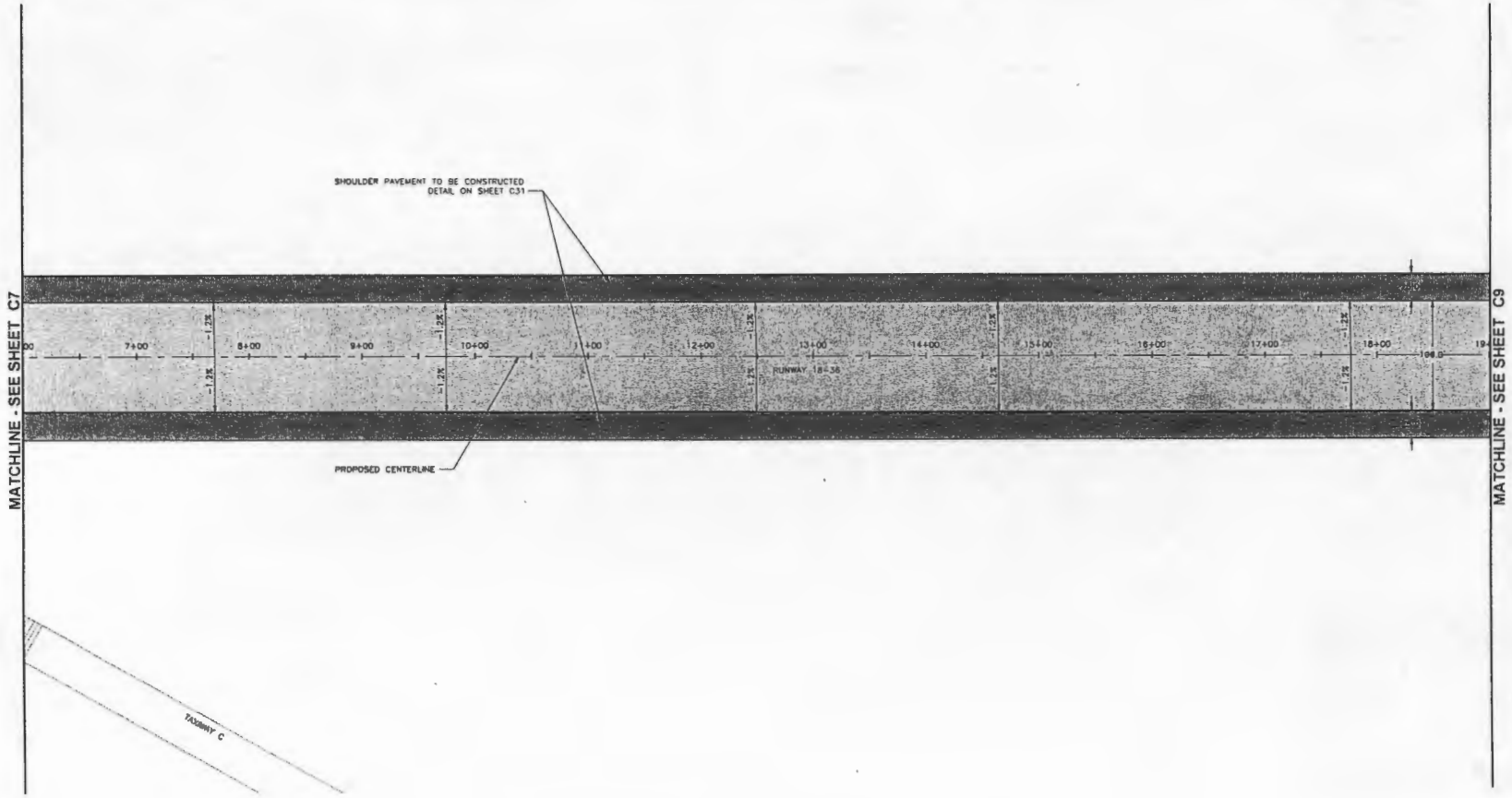
RELEASE FOR BID

DESIGNED BY:	J.R.C.
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012
AVCON PROJECT NO.	2012.148.01

SHEET NUMBER
C7



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LEGEND

EXISTING PAVEMENT	RUNWAY PAVEMENT
PROPOSED PAVEMENT	SHOULDER PAVEMENT

North

0' 25' 50' 100'

GRAPHIC SCALE IN FEET

AVCON, INC.
ENGINEERS & PLANNERS

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

GEOMETRY PLAN (SHEET 2 OF 3)

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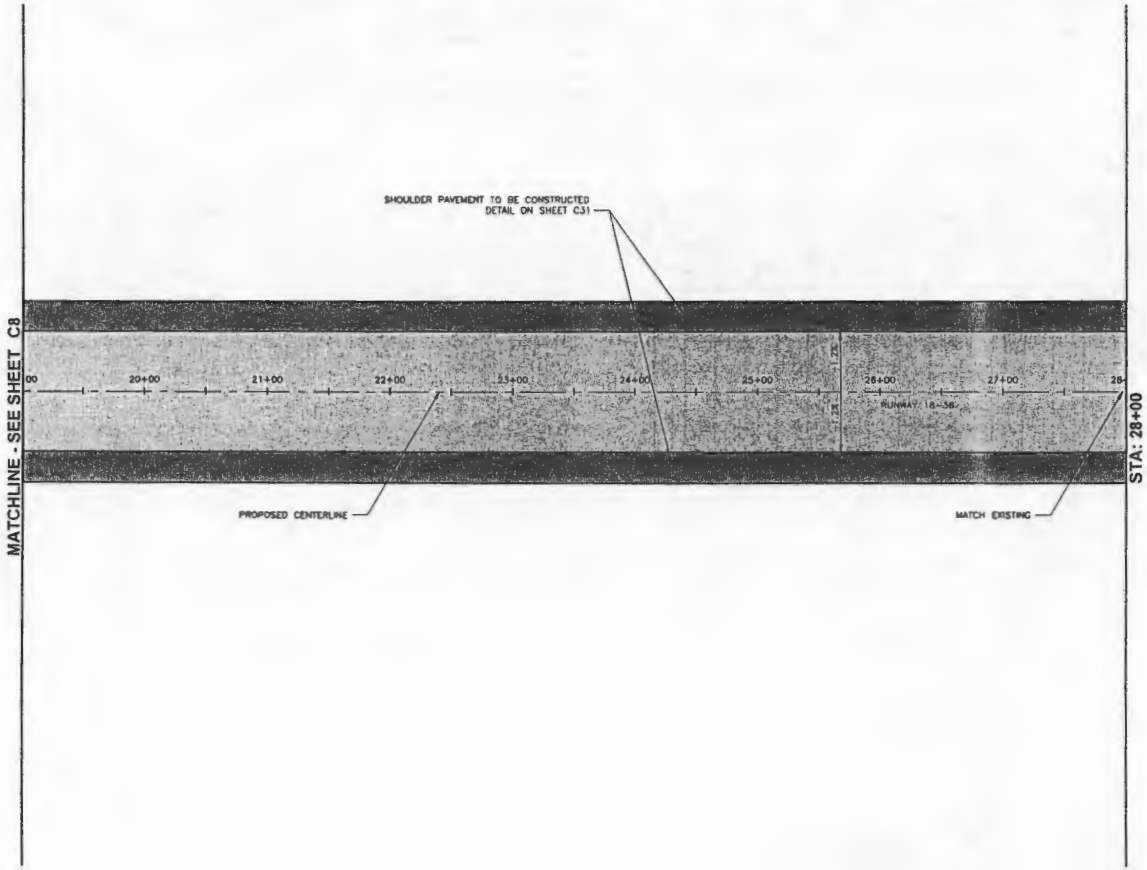
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012

AVCON PROJECT NO. 2012.148.01

SHEET NUMBER
C8

H:\VINCEVILLE AIRPORTS\2012\2012.148.01 - RUNWAY 18-36 REHABILITATION, PHASE 2\DWG CAD\148B1 GEOMETRY PLAN.DWG 7/30/2012



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LEGEND

EXISTING PAVEMENT	RUNWAY PAVEMENT
PROPOSED PAVEMENT	SHOULDER PAVEMENT

North

0' 25' 50' 100'

GRAPHIC SCALE IN FEET

AVCON, INC.
ENGINEERS & PLANNERS

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

GEOMETRY PLAN (SHEET 3 OF 3)

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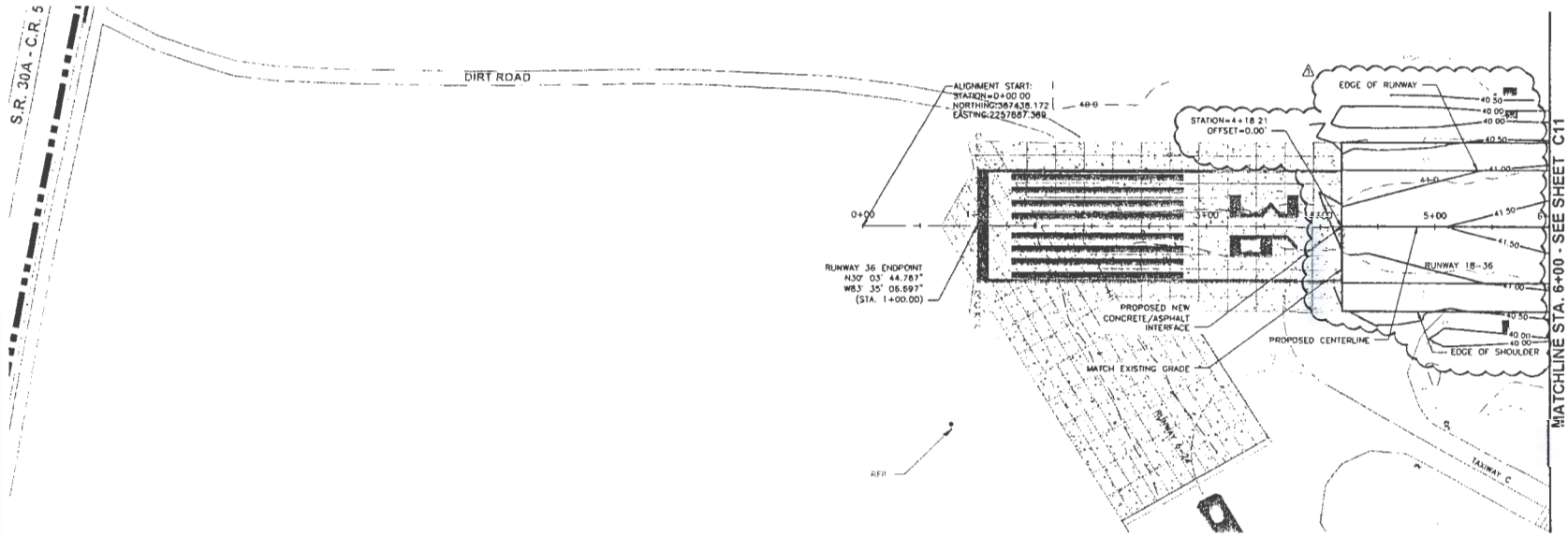
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012

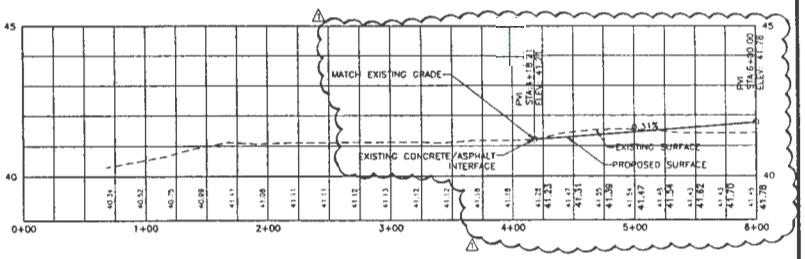
AVCON PROJECT NO. 2012.148.01

SHEET NUMBER
C9

P:\MCKVILLE AIRPORTS\2012\2012.148.01 - RUNWAY 18-36 REHABILITATION, PHASE 2\000 CAD\1-MBR\GEOMETRY PLAN.DWG 7/30/2012



PLAN VIEW



CENTERLINE PROFILE VIEW

North

VERTICAL

0' 1' 2' 4'

HORIZONTAL

0' 25' 50' 100'

GRAPHIC SCALE IN FEET

STATION	EXISTING ELEVATIONS	PROPOSED ELEVATIONS

LEGEND

- EXISTING CONCRETE
- 40.0 — EXISTING MAJOR CONTOURS
- EXISTING MINOR CONTOURS
- 40.0 — MAJOR CONTOURS
- 40.5 — MINOR CONTOURS

NOTE:

1. ALL SHOULDER GRADING IDENTIFIED ON SHEETS C10-C14 SHALL BE PAID FOR UNDER BID ITEM P-152

AVCON, INC.
ENGINEERS & PLANNERS
129 NAVISHORE DRIVE, PERRY, FLORIDA 32348-2425
OFFICE: (850) 838-9000 - FAX: (850) 838-9100
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER 4663
www.avcon.com

ENGINEER OF RECORD

PERRY-FOLEY
AIRPORT
PERRY, FLORIDA

RUNWAY 18-36
REHABILITATION—
PHASE II

PLAN AND PROFILE
(SHEET 1 OF 5)

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REVISIONS:

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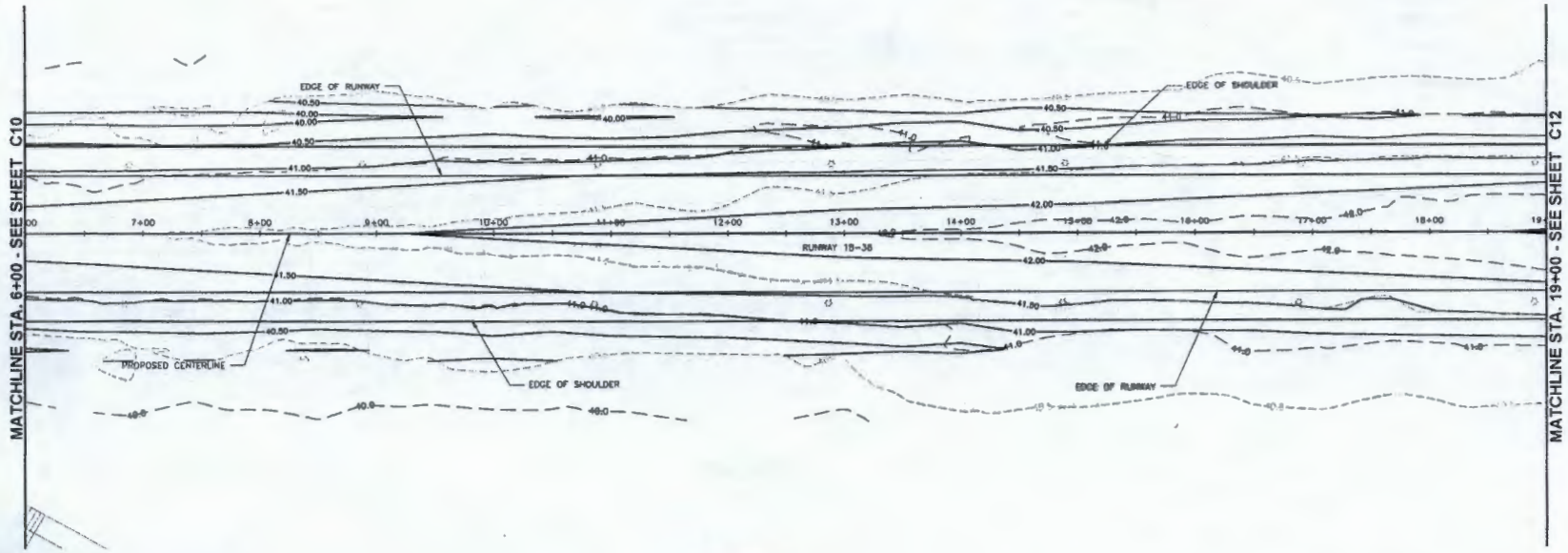
RELEASE FOR BID

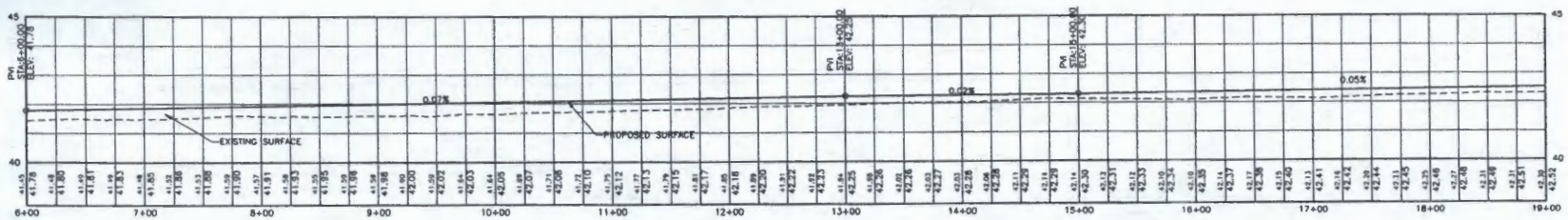
DESIGNED BY:	J.R.C.
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012
AVCON PROJECT NO.	2012.148.01

SHEET NUMBER
C10

N:\MCDALE Aprod\FS_2012\2012.148.01 - Runway 18-36 Rehab\CADD\ADD1\ADD1 Plan and PROFILE.DWG 7/ 9/2012



PLAN VIEW



CENTERLINE PROFILE VIEW

EXISTING ELEVATIONS / PROPOSED ELEVATIONS
STATION

LEGEND

- EXISTING CONCRETE
- EXISTING MAJOR CONTOURS (40.0)
- EXISTING MINOR CONTOURS (40.5)
- MAJOR CONTOURS (40.0)
- MINOR CONTOURS (40.5)

North

VERTICAL 0' 1' 2' 4'

HORIZONTAL 0' 25' 50' 100'

GRAPHIC SCALE IN FEET

AVCON, INC.
ENGINEERS & PLANNERS

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

PLAN AND PROFILE (SHEET 2 OF 5)

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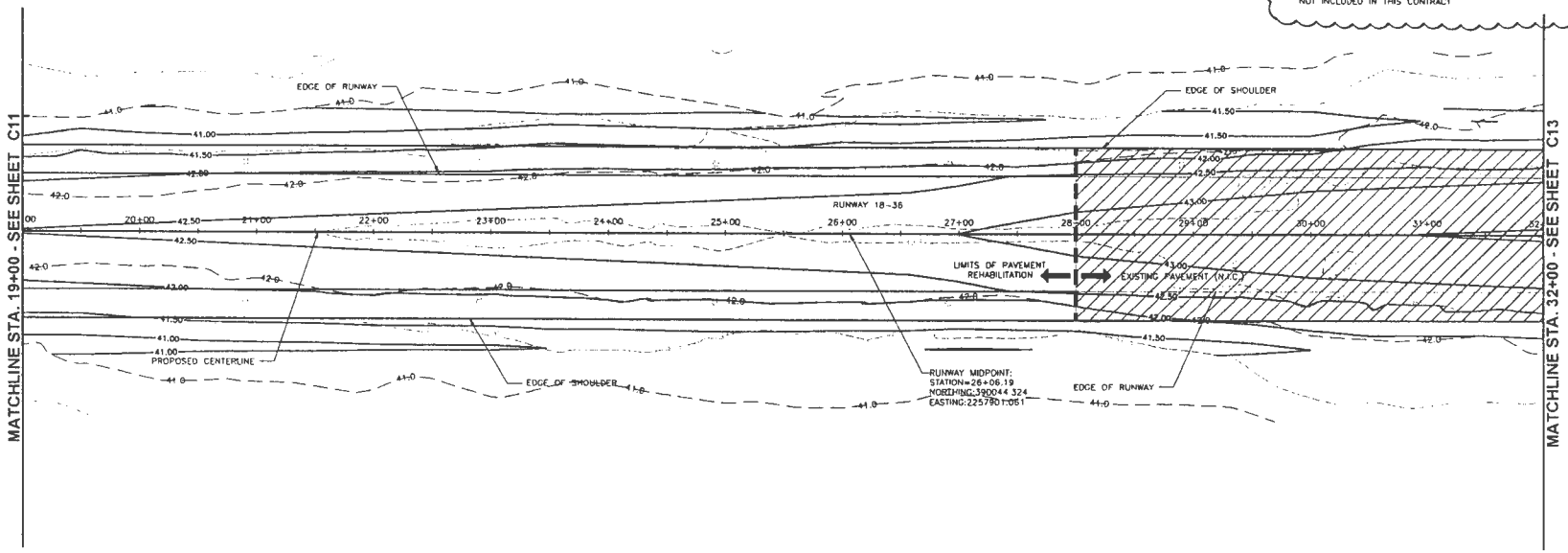
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012

AVCON PROJECT NO. 2012.148.01

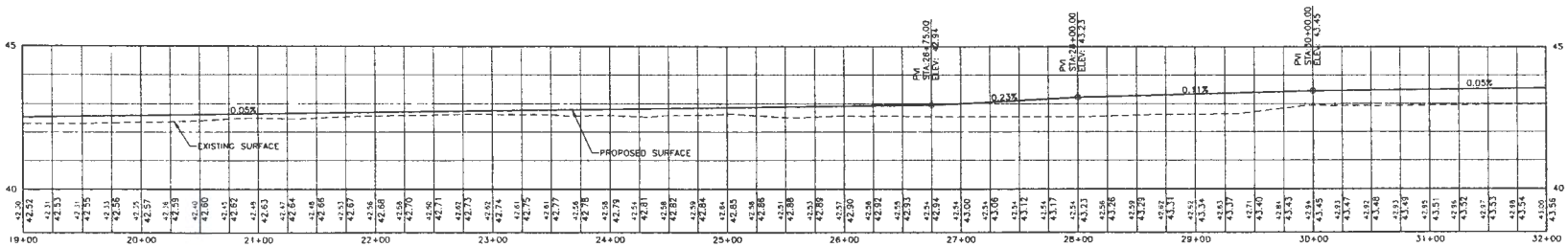
SHEET NUMBER
C11

NOTE:

SHOULDER GRADING NORTH OF STA. 28+00 IS INCLUDED IN BID ITEM P-152. PAVEMENT WORK NORTH OF STA. 28+00 IS NOT INCLUDED IN THIS CONTRACT



PLAN VIEW



CENTERLINE PROFILE VIEW

EXISTING ELEVATIONS / PROPOSED ELEVATIONS
STATION

LEGEND

- EXISTING CONCRETE
- 40.0 EXISTING MAJOR CONTOURS
- EXISTING MINOR CONTOURS
- 40.0 MAJOR CONTOURS
- 40.5 MINOR CONTOURS
- PAVEMENT REHABILITATION NOT IN CONTRACT

North

VERTICAL 0' 1' 2' 4'

HORIZONTAL 0' 25' 50' 100'

GRAPHIC SCALE IN FEET

AVCON, INC.
ENGINEERS & PLANNERS
130 BAYSHORE DRIVE, SUITE A - SEFFNER, FL 33578-2435
OFFICE: (813) 738-1999 - FAX: (813) 678-2440
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 3663
www.avcon.com

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

PLAN AND PROFILE (SHEET 3 OF 5)

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SCALE: AS NOTED

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DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012

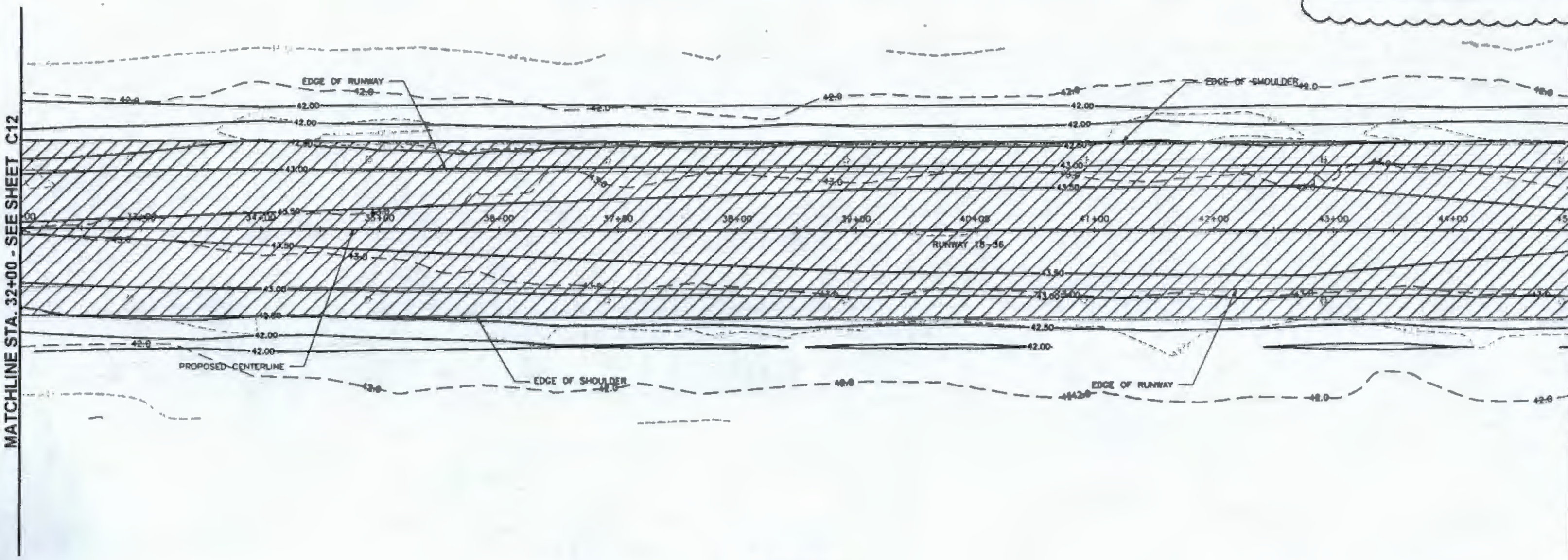
AVCON PROJECT NO. 2012.146.01

SHEET NUMBER
C12

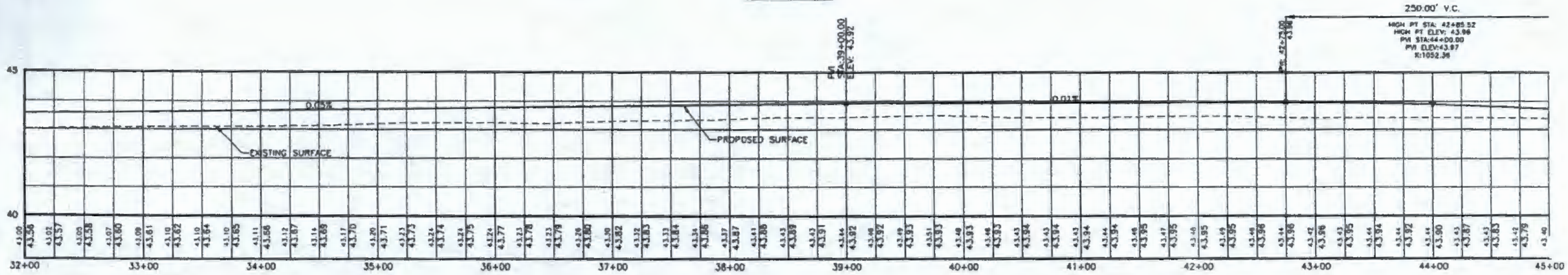
N:\MCE\ALL AIRPORTS\23-2012.146.01 - RUNWAY 18-36 REHABILITATION, PHASE 2\DWG\CAD\1-MAIN\1 PLAN AND PROFILE.DWG 7/30/2012

NOTE:

⚠ SHOULDER GRADING NORTH OF STA: 28+00 IS INCLUDED IN BID ITEM P-152. PAVEMENT WORK NORTH OF STA: 28+00 IS NOT INCLUDED IN THIS CONTRACT.



PLAN VIEW



CENTERLINE PROFILE VIEW

EXISTING ELEVATIONS | PROPOSED ELEVATIONS
STATION

LEGEND

	EXISTING CONCRETE	—40.0—	MAJOR CONTOURS
— —40.0— —	EXISTING MAJOR CONTOURS	—40.5—	MINOR CONTOURS
-- 41.5 --	EXISTING MINOR CONTOURS	//////	PAVEMENT REHABILITATION NOT IN CONTRACT

North

VERTICAL
0' 1' 2' 4'

HORIZONTAL
0' 25' 50' 100'

GRAPHIC SCALE IN FEET

AVCON, INC.
ENGINEERS & PLANNERS

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

PLAN AND PROFILE (SHEET 4 OF 5)

SCALE: AS NOTED

REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	07/27/12	JW	ADDENDUM NO. I

RELEASE FOR BID

DESIGNED BY: J.R.C.
DRAWN BY: J.A.W.
CHECKED BY: J.R.C.
APPROVED BY: V.C.L.
DATE: JULY 2012

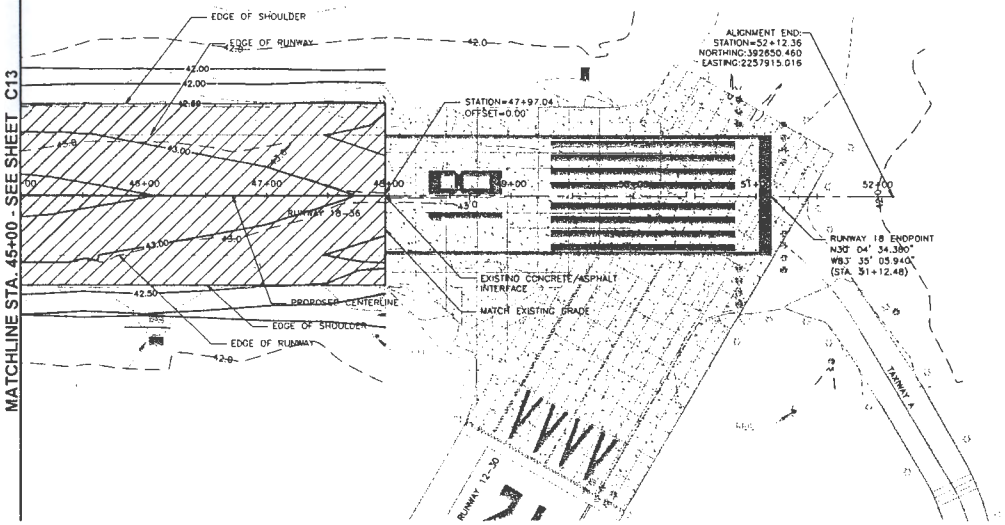
AVCON PROJECT NO. 2012.148.01

SHEET NUMBER
C13

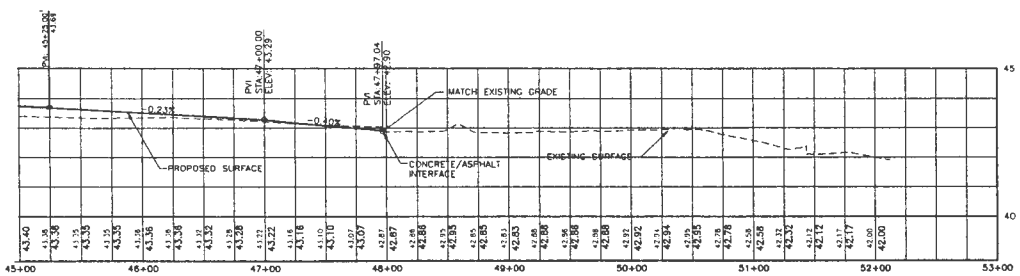
NOTE:

SHOULDER GRADING NORTH OF STA. 28+00 IS INCLUDED IN BID ITEM P-152. PAVEMENT WORK NORTH OF STA. 28+00 IS NOT INCLUDED IN THIS CONTRACT.

MATCHLINE STA. 45+00 - SEE SHEET C13



PLAN VIEW



CENTERLINE PROFILE VIEW

EXISTING ELEVATIONS / PROPOSED ELEVATIONS
STATION

LEGEND

- EXISTING CONCRETE
- EXISTING MAJOR CONTOURS
- EXISTING MINOR CONTOURS
- MAJOR CONTOURS
- MINOR CONTOURS
- PAVEMENT REHABILITATION NOT IN CONTRACT

North

VERTICAL 0' 1' 2' 4'

HORIZONTAL 0' 25' 50' 100'

GRAPHIC SCALE IN FEET

AVCON, INC.
ENGINEERS & PLANNERS
ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

PLAN AND PROFILE (SHEET 5 OF 5)

ATTENTION
THIS DOCUMENT CONTAINS PROPRIETARY AND PROPRIETARY INFORMATION. ALL OF WHICH IS EXPRESSLY PROVIDED BY AVCON, INC. FOR USE BY THE INTENDED RECIPIENT AND FOR A SPECIFIC PURPOSE, WITHOUT THE EXPRESS WRITTEN CONSENT OF AVCON, INC. ANY DISTRIBUTION, REPRODUCTION, OR OTHER USE OF THIS DOCUMENT, IN WHOLE OR IN PART, IS STRICTLY PROHIBITED

SCALE: AS NOTED

REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	07/27/12	JW	ADDENDUM NO. 1

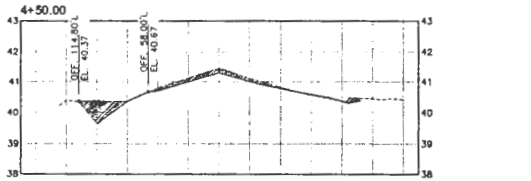
RELEASE FOR BID

DESIGNED BY:	J.R.C.
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012

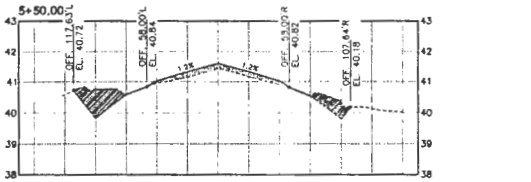
AVCON PROJECT NO. 2012.148.01

SHEET NUMBER
C14

N:\MATCHLINE AIRPORTS\2012\2012.148.01 - RUNWAY 18-36 REHABILITATION, PHASE 2\DGN\CAD\148D PLAN AND PROFILE.DWG 7/30/2012



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.40	
-125.00	40.41	
-100.00	40.38	39.83
-75.00	40.80	40.38
-50.00	41.13	40.71
-25.00	41.47	41.01
0	41.12	41.31
25.00	40.83	41.01
50.00	40.57	40.78
75.00	40.38	40.58
100.00	40.46	40.39
125.00	40.44	
150.00		



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
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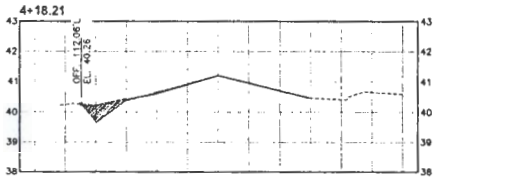
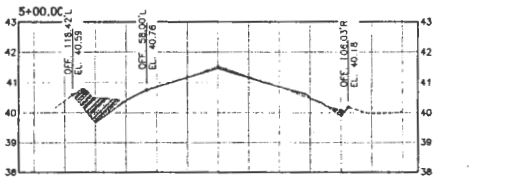
-125.00	40.77	
-100.00	40.98	39.84
-75.00	40.95	40.59
-50.00	41.14	41.02
-25.00	41.43	41.32
0	41.16	41.62
25.00	40.92	41.32
50.00	40.55	41.02
75.00	40.34	40.55
100.00	40.15	39.80
125.00	40.02	
150.00		



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.24	
-125.00	40.22	
-100.00	40.42	39.65
-75.00	40.66	40.40
-50.00	40.94	40.61
-25.00	41.21	40.91
0	40.97	41.21
25.00	40.72	40.96
50.00	40.47	40.71
75.00	40.42	
100.00	40.66	
125.00	40.60	
150.00		



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.39	
-125.00	40.51	
-100.00	40.41	39.68
-75.00	40.69	40.41
-50.00	41.18	40.87
-25.00	41.54	41.17
0	41.21	41.47
25.00	40.87	41.17
50.00	40.49	40.87
75.00	40.10	40.49
100.00	39.98	39.68
125.00	40.05	
150.00		

LEGEND

- EXISTING SURFACE
- PROPOSED SURFACE
- FILL AREA
- CUT AREA

1 CROSS SECTIONS HAVE BEEN UPDATED WITH REVISED EXISTING TOPOGRAPHIC DATA.

VERTICAL
0' 1' 2' 4'

HORIZONTAL
0' 25' 50' 100'

GRAPHIC SCALE IN FEET

AVCON, INC.
ENGINEERS & PLANNERS
320 BAYSHORE DRIVE, SUITE A - NOKOMIS, FL 34275-3425
OFFICE: (941) 485-8930 - FAX: (941) 485-8660
CERTIFICATE OF AUTHORIZATION NUMBER 1987
www.avcon.com

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION—PHASE II

CROSS SECTIONS (1 OF 12)

ATTENTION:
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SCALE: AS NOTED

REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	07/27/12	JW	ADDENDUM NO 1

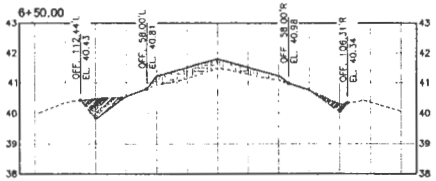
RELEASE FOR BID

DESIGNED BY:	J.R.C.
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012

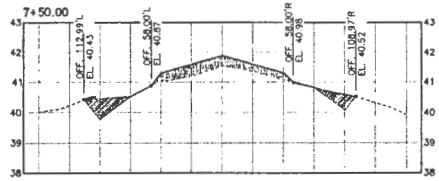
AVCON PROJECT NO. 2012.148.01

SHEET NUMBER
C15

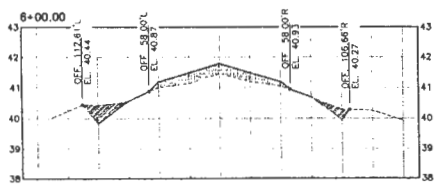
R:\NICE OLD AIRPORTS\2012\148.01 - RUNWAY 18-36 REHABILITATION, PHASE 2\DGN CAD\148B1 CROSS SECTIONS.DWG 7/30/2012



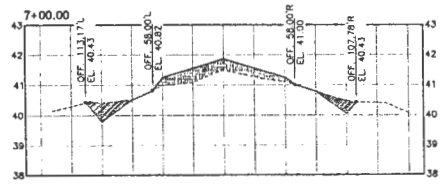
OFFSET	-150.00	-125.00	-100.00	-75.00	-50.00	-25.00	0	25.00	50.00	75.00	100.00	125.00	150.00
EXISTING ELEVATIONS		40.34	40.50	40.56	40.93	41.12	41.48	41.27	41.08	40.77	40.32	40.37	40.05
PROPOSED ELEVATIONS			39.81	40.56	41.21	41.51	41.81	41.51	41.21	40.77	40.02		



OFFSET	-150.00	-125.00	-100.00	-75.00	-50.00	-25.00	0	25.00	50.00	75.00	100.00	125.00	150.00
EXISTING ELEVATIONS		40.01	40.23	40.44	40.53	41.02	41.17	41.53	41.34	41.07	40.82	40.60	40.32	39.92
PROPOSED ELEVATIONS			39.78	40.53	41.28	41.58	41.88	41.58	41.28	40.82	40.07		



OFFSET	-150.00	-125.00	-100.00	-75.00	-50.00	-25.00	0	25.00	50.00	75.00	100.00	125.00	150.00
EXISTING ELEVATIONS		40.23	40.44	40.56	41.00	41.13	41.45	41.19	41.04	40.69	40.30	40.25	
PROPOSED ELEVATIONS			39.81	40.56	41.18	41.48	41.78	41.48	41.18	40.69	39.94		



OFFSET	-150.00	-125.00	-100.00	-75.00	-50.00	-25.00	0	25.00	50.00	75.00	100.00	125.00	150.00
EXISTING ELEVATIONS		40.29	40.41	40.52	40.98	41.09	41.48	41.27	41.10	40.79	40.48	40.41	40.07
PROPOSED ELEVATIONS			39.77	40.52	41.25	41.55	41.85	41.55	41.25	40.79	40.04		

LEGEND

- EXISTING SURFACE
- PROPOSED SURFACE
- FILL AREA
- CUT AREA

CROSS SECTIONS HAVE BEEN UPDATED WITH REVISED EXISTING TOPOGRAPHIC DATA.

VERTICAL
0' 1' 2' 4'

HORIZONTAL
0' 25' 50' 100'

GRAPHIC SCALE IN FEET

AVCON, INC.
ENGINEERS & PLANNERS

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

CROSS SECTIONS (2 OF 12)

ATTENTION:
THIS DOCUMENT CONTAINS PRIVILEGED AND PROPRIETARY INFORMATION, ALL OF WHICH IS EXPRESSLY PROVIDED BY AVCON, INC. FOR USE BY THE INTENDED RECIPIENT, AND FOR A SPECIFIC PURPOSE. WITHOUT THE EXPRESS WRITTEN CONSENT OF AVCON, INC. ANY DISTRIBUTION, REPRODUCTION, OR OTHER USE OF THIS DOCUMENT, IN WHOLE OR IN PART, IS STRICTLY PROHIBITED

SCALE: AS NOTED

REVISIONS:

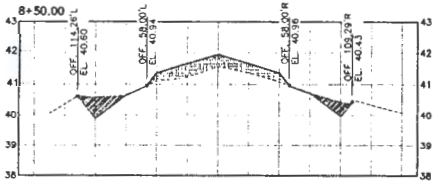
NO.	DATE	BY	DESCRIPTION
1	07/27/12	JW	ADDENDUM NO 1

RELEASE FOR BID

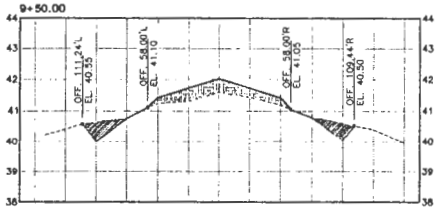
DESIGNED BY:	J.R.C.
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012
AVCON PROJECT NO.	2012.148.01

SHEET NUMBER
C16

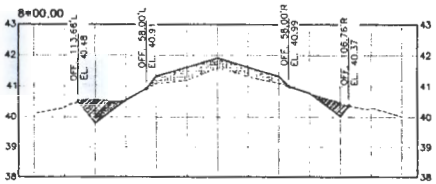
N:\PENSACOLA AIRPORTS\2012\2012.148.01 - RUNWAY 18-36 REHABILITATION, PHASE 2\DWG CAD\14801 CROSS SECTIONS.DWG 7/30/2012



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.35	
-125.00	40.57	39.89
-100.00	40.64	40.64
-75.00	41.09	41.35
-50.00	41.22	41.53
-25.00	41.55	41.95
0	41.36	41.65
25.00	41.08	41.35
50.00	40.71	40.71
75.00	40.43	39.98
100.00	40.34	
125.00	40.08	
150.00		



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.41	
-125.00	40.62	39.99
-100.00	40.74	40.74
-75.00	41.22	41.42
-50.00	41.30	41.72
-25.00	41.59	42.02
0	41.42	41.71
25.00	41.19	41.41
50.00	40.78	40.78
75.00	40.59	40.03
100.00	40.39	
125.00	39.95	
150.00		



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.30	
-125.00	40.53	39.79
-100.00	40.54	40.54
-75.00	41.07	41.31
-50.00	41.19	41.61
-25.00	41.57	41.91
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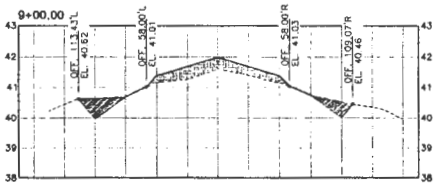
25.00	41.10	41.31
50.00	40.78	40.78
75.00	40.47	40.03
100.00	40.28	
125.00	40.02	
150.00		



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.45	
-125.00	40.65	39.95
-100.00	40.70	40.70
-75.00	41.15	41.38
-50.00	41.26	41.68
-25.00	41.59	41.98
0	41.40	41.68
25.00	41.15	41.38
50.00	40.76	40.76
75.00	40.54	40.01
100.00	40.38	
125.00	39.96	
150.00		

LEGEND

- EXISTING SURFACE
- PROPOSED SURFACE
- FILL AREA
- CUT AREA

CROSS SECTIONS HAVE BEEN UPDATED WITH REVISED EXISTING TOPOGRAPHIC DATA.

VERTICAL 0' 1' 2' 4'

HORIZONTAL 0' 25' 50' 100'

GRAPHIC SCALE IN FEET

ENGINEER OF RECORD

AVCON, INC.

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION—PHASE II

CROSS SECTIONS (3 OF 12)

ATTENTION:
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SCALE: AS NOTED

REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	07/27/12	JW	ADDENDUM NO. 1

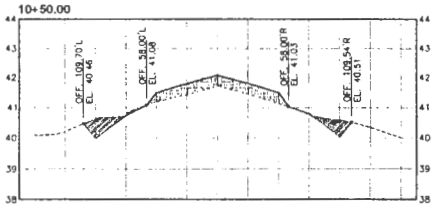
RELEASE FOR BID

DESIGNED BY:	J.R.C.
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012

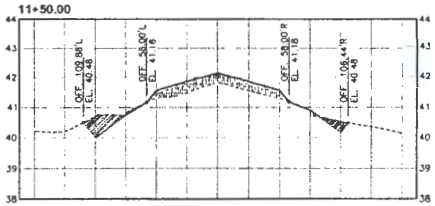
AVCON PROJECT NO. 2012.148.01

SHEET NUMBER
C17

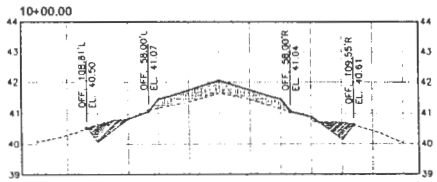
N:\PFC\FILE\AIRPORTS\2012\2012.148.01 RUNWAY 18-36 REHABILITATION PHASE 2\000\CAD\1400\CROSS SECTIONS.DWG 7/30/2012



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.08	
-125.00	40.19	
-100.00	40.62	39.97
-75.00	40.72	40.72
-50.00	41.19	41.48
-25.00	41.41	41.78
0	41.71	42.08
25.00	41.44	41.78
50.00	41.13	41.48
75.00	40.78	40.78
100.00	40.61	40.03
125.00	40.34	
150.00	40.01	



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00		
-125.00	40.19	
-100.00	40.71	39.99
-75.00	40.74	40.74
-50.00	41.31	41.55
-25.00	41.48	41.85
0	41.79	42.15
25.00	41.54	41.85
50.00	41.30	41.55
75.00	40.90	40.90
100.00	40.52	40.15
125.00	40.38	
150.00	40.13	



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
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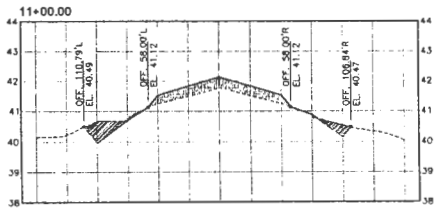
-125.00	40.29	
-100.00	40.64	40.06
-75.00	40.81	40.81
-50.00	41.17	41.45
-25.00	41.37	41.75
0	41.64	42.05
25.00	41.44	41.75
50.00	41.14	41.45
75.00	40.88	40.88
100.00	40.71	40.13
125.00	40.42	
150.00	40.02	



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.15	
-125.00	40.22	
-100.00	40.67	39.95
-75.00	40.70	40.70
-50.00	41.24	41.52
-25.00	41.48	41.82
0	41.75	42.12
25.00	41.50	41.82
50.00	41.23	41.52
75.00	40.86	40.88
100.00	40.54	40.13
125.00	40.34	
150.00	40.04	

LEGEND

- EXISTING SURFACE
- PROPOSED SURFACE
- FILL AREA
- CUT AREA

1 CROSS SECTIONS HAVE BEEN UPDATED WITH REVISED EXISTING TOPOGRAPHIC DATA.

VERTICAL 0' 1' 2' 4'

HORIZONTAL 0' 25' 50' 100'

GRAPHIC SCALE IN FEET

AVCON, INC.
ENGINEERS & PLANNERS

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

CROSS SECTIONS (4 OF 12)

ATTENTION:
THIS DOCUMENT CONTAINS PRIVILEGED AND PROPRIETARY INFORMATION. ALL OF INSIGHTS EXPRESSLY PROVIDED BY AVCON, INC. FOR USE BY THE INTENDED RECIPIENT, AND FOR A SPECIFIC PURPOSE. WITHOUT THE EXPRESS WRITTEN CONSENT OF AVCON, INC. ANY DISTRIBUTION, REPRODUCTION, OR OTHER USE OF THIS DOCUMENT IN WHOLE OR IN PART, IS STRICTLY PROHIBITED

SCALE: AS NOTED

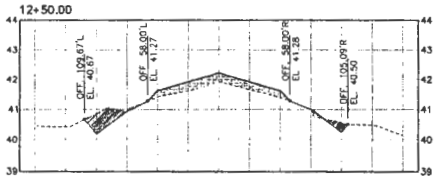
REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	07/27/12	JW	ADDENDUM NO. 1

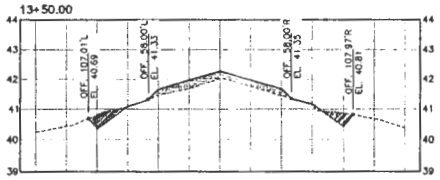
RELEASE FOR BID

DESIGNED BY:	J.R.C.
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012
AVCON PROJECT NO.	2012.148.01

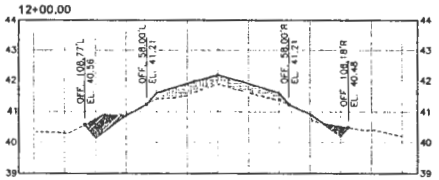
SHEET NUMBER
C18



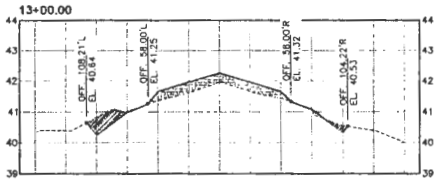
OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.43	
-125.00	40.86	
-100.00	40.93	40.18
-75.00	41.40	40.93
-50.00	41.81	41.62
-25.00	41.91	41.92
0	41.65	42.22
25.00	41.40	41.92
50.00	41.00	41.82
75.00	40.56	41.00
100.00	40.48	40.25
125.00	40.15	
150.00		



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.44	
-125.00	40.80	
-100.00	41.09	40.34
-75.00	41.45	41.09
-50.00	41.87	41.86
-25.00	42.02	41.96
0	41.76	42.26
25.00	41.43	41.96
50.00	41.17	41.66
75.00	40.88	41.17
100.00	40.68	40.42
125.00	40.39	
150.00		



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.30	
-125.00	40.76	
-100.00	40.87	40.12
-75.00	41.38	40.87
-50.00	41.50	41.56
-25.00	41.85	41.86
0	41.59	42.18
25.00	41.34	41.88
50.00	40.93	41.58
75.00	40.53	40.93
100.00	40.40	40.18
125.00	40.19	
150.00		



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.39	
-125.00	40.81	
-100.00	40.98	40.23
-75.00	41.35	40.98
-50.00	41.61	41.65
-25.00	41.84	41.95
0	41.65	42.25
25.00	41.42	41.95
50.00	41.07	41.65
75.00	40.55	41.07
100.00	40.39	40.32
125.00	40.01	
150.00		

LEGEND

- EXISTING SURFACE
- PROPOSED SURFACE
- FILL AREA
- CUT AREA

1 CROSS SECTIONS HAVE BEEN UPDATED WITH REVISED EXISTING TOPOGRAPHIC DATA.

VERTICAL
0' 1' 2' 4'

HORIZONTAL
0' 25' 50' 100'

GRAPHIC SCALE IN FEET

ENGINEER OF RECORD

AVCON, INC.
ENGINEERS & PLANNERS

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

CROSS SECTIONS (5 OF 12)

ATTENTION
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SCALE: AS NOTED

REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	07/27/12	JW	ADDENDUM NO 1

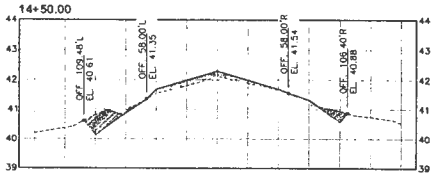
RELEASE FOR BID

DESIGNED BY:	J.R.C.
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012

AVCON PROJECT NO. 2012.148.01

SHEET NUMBER
C19

14+50.00



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
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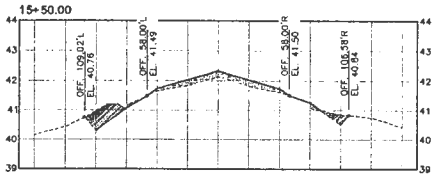
-100.00	40.82	40.14
-75.00	40.89	40.89
-50.00	41.53	41.69
-25.00	41.81	41.99
0	42.11	42.29
25.00	41.88	41.99
50.00	41.66	41.69
75.00	41.31	41.31
100.00	40.96	40.56
125.00	40.74	
150.00	40.53	

15+50.00



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.17	
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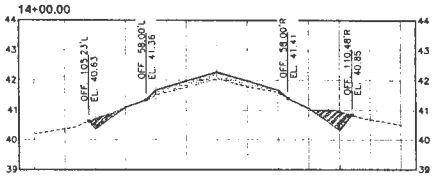
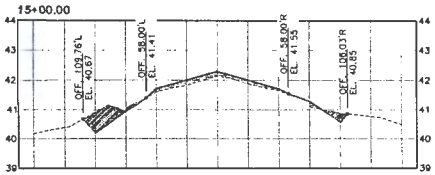
-100.00	40.97	40.31
-75.00	41.06	41.06
-50.00	41.64	41.73
-25.00	41.83	42.03
0	42.12	42.33
25.00	41.82	42.03
50.00	41.62	41.73
75.00	41.26	41.26
100.00	40.87	40.51
125.00	40.74	
150.00	40.42	

14+00.00



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00		
-125.00	40.39	
-100.00	40.71	40.37
-75.00	41.12	41.12
-50.00	41.50	41.82
-25.00	41.75	41.96
0	42.03	42.26
25.00	41.78	41.97
50.00	41.58	41.87
75.00	41.08	41.08
100.00	40.99	40.33
125.00	40.69	
150.00	40.52	

15+00.00



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00		
-125.00	40.19	
-100.00	40.39	
-75.00	40.90	40.19
-50.00	40.94	40.94
-25.00	41.59	41.70
0	41.82	42.00
25.00	42.14	42.30
50.00	41.88	42.00
75.00	41.65	41.70
100.00	41.30	41.30
125.00	40.89	
150.00	40.77	40.55
	40.49	

LEGEND

- EXISTING SURFACE
- PROPOSED SURFACE
- FILL AREA
- CUT AREA

CROSS SECTIONS HAVE BEEN UPDATED WITH REVISED EXISTING TOPOGRAPHIC DATA.

VERTICAL
0' 1' 2' 4'

HORIZONTAL
0' 25' 50' 100'

GRAPHIC SCALE IN FEET

AVCON, INC.
ENGINEERS & PLANNERS
939 RAYSIS REPRIVE, SUITE A, MONTVILLE, FL 32578-2425
OFFICE (850) 678-0050 - FAX (850) 678-0060
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER 4067
www.avcon.com

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION—PHASE II

CROSS SECTIONS (6 OF 12)

ATTENTION:
THIS DOCUMENT CONTAINS PRIVILEGED AND PROPRIETARY INFORMATION. ALL OF WHICH IS EXPRESSLY PROVIDED BY AVCON, INC. FOR USE BY THE INTENDED RECIPIENT, AND FOR A SPECIFIC PURPOSE WITHOUT THE EXPRESS WRITTEN CONSENT OF AVCON, INC. ANY DISTRIBUTION, REPRODUCTION, OR OTHER USE OF THIS DOCUMENT, IN WHOLE OR IN PART, IS STRICTLY PROHIBITED

SCALE: AS NOTED

REVISIONS:

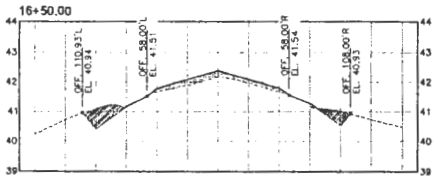
NO.	DATE	BY	DESCRIPTION
1	07/27/12	JW	ADDENDUM NO. 1

RELEASE FOR BID

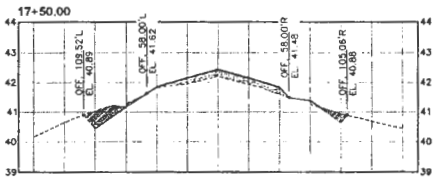
DESIGNED BY:	J.R.C.
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012
AVCON PROJECT NO.	2012.148.01

SHEET NUMBER
C20

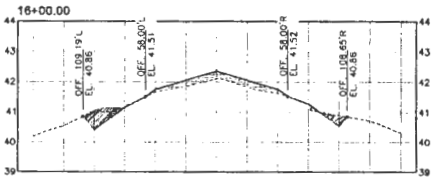
H:\PERRY-FOLEY AIRPORT\2012\2012.148.01 - RUNWAY 18-36 REHABILITATION, PHASE 2\DWG CAD\148D1-CROSS SECTIONS.DWG 7/30/2012



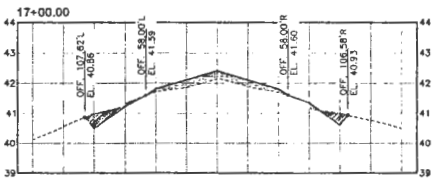
OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.22	
-125.00	40.72	
-100.00	41.09	40.40
-75.00	41.15	41.15
-50.00	41.67	41.78
-25.00	41.88	42.06
0	42.17	42.38
25.00	41.96	42.08
50.00	41.88	41.78
75.00	41.28	41.28
100.00	41.02	40.53
125.00	40.73	
150.00	40.48	



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.64	
-125.00	41.03	40.42
-100.00	41.17	41.17
-75.00	41.80	41.84
-50.00	41.93	42.14
-25.00	42.20	42.44
0	41.92	42.14
25.00	41.59	41.84
50.00	41.38	41.38
75.00	40.94	40.83
100.00	40.99	
125.00	40.44	
150.00		



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.54	
-125.00	41.05	40.40
-100.00	41.15	41.15
-75.00	41.68	41.75
-50.00	41.85	42.05
-25.00	42.10	42.35
0	41.83	42.05
25.00	41.83	41.75
50.00	41.27	41.27
75.00	40.91	40.52
100.00	40.70	
125.00	40.32	
150.00		



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.13	
-125.00	40.56	40.48
-100.00	40.99	41.23
-75.00	41.23	41.81
-50.00	41.71	42.11
-25.00	41.85	42.41
0	42.13	42.11
25.00	41.90	41.81
50.00	41.71	41.36
75.00	41.36	40.81
100.00	41.00	
125.00	40.76	
150.00	40.51	

LEGEND

- EXISTING SURFACE
- PROPOSED SURFACE
- FILL AREA
- CUT AREA

CROSS SECTIONS HAVE BEEN UPDATED WITH REVISED EXISTING TOPOGRAPHIC DATA

VERTICAL 0' 1' 2' 4'

HORIZONTAL 0' 25' 50' 100'

GRAPHIC SCALE IN FEET

AVCON, INC.
ENGINEERS & PLANNERS

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

CROSS SECTIONS (7 OF 12)

ATTENTION
THIS DOCUMENT CONTAINS PRIVILEGED AND PROPRIETARY INFORMATION. ALL OF WHICH IS EXPRESSLY PROVIDED BY AVCON, INC. FOR USE BY THE INTENDED RECIPIENT, AND FOR A SPECIFIC PURPOSE WITHOUT THE EXPRESS WRITTEN CONSENT OF AVCON, INC. ANY DISTRIBUTION, REPRODUCTION, OR OTHER USE OF THIS DOCUMENT, IN WHOLE OR IN PART, IS STRICTLY PROHIBITED

SCALE: AS NOTED

REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	07/27/12	JW	ADDENDUM NO. 1

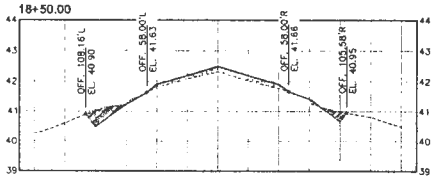
RELEASE FOR BID

DESIGNED BY:	J.R.C.
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012

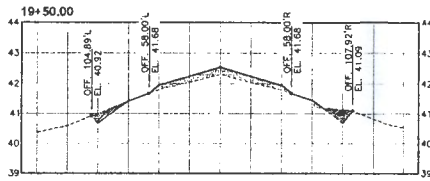
AVCON PROJECT NO. 2012.148.01

SHEET NUMBER
C21

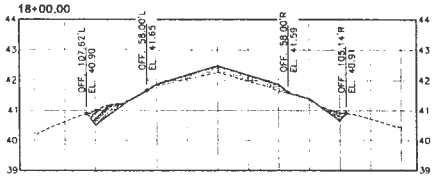
H:\MCFALL AIRPORTS\2012\2012.148.01 - RUNWAY 18-36 REHABILITATION, PHASE 2\000 CAD\1.HDR\CROSS SECTIONS.DWG 7/30/2012



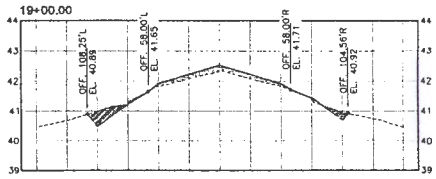
OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.61	40.49
-125.00	41.04	41.24
-100.00	41.24	41.89
-75.00	41.79	42.19
-50.00	42.08	42.49
-25.00	42.31	42.19
0	42.02	41.89
25.00	41.76	41.42
50.00	41.42	40.87
75.00	40.98	
100.00	40.80	
125.00	40.49	
150.00		



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.37	40.67
-125.00	40.80	41.42
-100.00	40.99	41.94
-75.00	41.42	42.24
-50.00	41.79	42.55
-25.00	42.04	42.24
0	42.31	41.94
25.00	42.04	41.44
50.00	41.80	40.69
75.00	41.44	
100.00	41.14	
125.00	40.84	
150.00	40.54	



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.63	40.52
-125.00	41.02	41.27
-100.00	41.27	41.86
-75.00	41.80	42.16
-50.00	42.03	42.46
-25.00	42.25	42.16
0	41.97	41.86
25.00	41.65	41.40
50.00	41.40	40.65
75.00	40.94	
100.00	40.72	
125.00	40.44	
150.00		



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.68	40.47
-125.00	40.89	41.22
-100.00	41.22	41.92
-75.00	41.81	42.22
-50.00	42.07	42.52
-25.00	42.30	42.22
0	42.08	41.92
25.00	41.83	41.44
50.00	41.44	40.69
75.00	40.97	
100.00	40.75	
125.00	40.46	
150.00		

LEGEND

- EXISTING SURFACE
- PROPOSED SURFACE
- FILL AREA
- CUT AREA

CROSS SECTIONS HAVE BEEN UPDATED WITH REVISED EXISTING TOPOGRAPHIC DATA.

VERTICAL
0' 1' 2' 4'

HORIZONTAL
0' 25' 50' 100'

GRAPHIC SCALE IN FEET

AVCON, INC.
ENGINEERS & PLANNERS

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION—PHASE II

CROSS SECTIONS (8 OF 12)

ATTENTION:
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SCALE: AS NOTED

REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	07/27/12	JW	ADDENDUM NO. 1

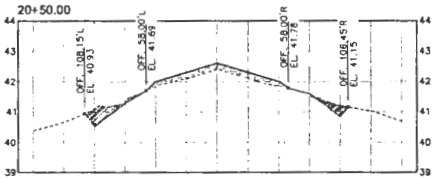
RELEASE FOR BID

DESIGNED BY:	J.R.C.
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012

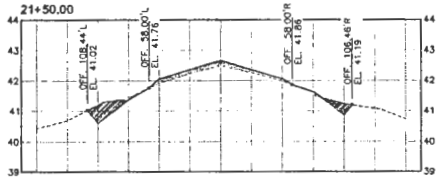
AVCON PROJECT NO. 2012.148.01

SHEET NUMBER
C22

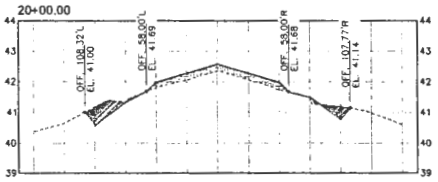
N:\NOELLE\AIRPORTS 2012\2012148.01 - Runway 18-36 REHABILITATION, PHASE 2\900 CAD\14001 CROSS SECTIONS.DWG 7/30/2012



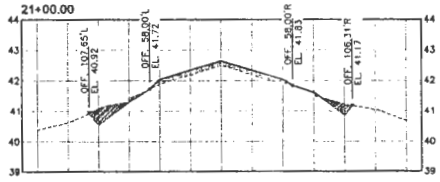
OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.39	
-125.00	40.66	
-100.00	41.11	40.53
-75.00	41.28	41.28
-50.00	41.85	42.00
-25.00	42.09	42.30
0	42.40	42.60
25.00	42.10	42.30
50.00	41.85	42.00
75.00	41.58	41.58
100.00	41.19	40.83
125.00	41.02	
150.00	40.89	



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.45	
-125.00	40.88	
-100.00	41.18	40.60
-75.00	41.35	41.35
-50.00	41.90	42.05
-25.00	42.23	42.35
0	42.48	42.66
25.00	42.25	42.35
50.00	41.99	42.05
75.00	41.62	41.62
100.00	41.24	40.87
125.00	41.08	
150.00	40.72	



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.37	
-125.00	40.65	
-100.00	41.18	40.58
-75.00	41.33	41.33
-50.00	41.81	41.97
-25.00	42.05	42.27
0	42.35	42.57
25.00	42.06	42.27
50.00	41.74	41.97
75.00	41.50	41.50
100.00	41.19	40.75
125.00	40.99	
150.00	40.61	



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.37	
-125.00	40.62	
-100.00	41.08	40.54
-75.00	41.29	41.29
-50.00	41.87	42.03
-25.00	42.17	42.33
0	42.46	42.63
25.00	42.18	42.33
50.00	41.93	42.02
75.00	41.60	41.60
100.00	41.21	40.85
125.00	41.04	
150.00	40.68	

LEGEND

- EXISTING SURFACE
- PROPOSED SURFACE
- FILL AREA
- CUT AREA

CROSS SECTIONS HAVE BEEN UPDATED WITH REVISED EXISTING TOPOGRAPHIC DATA.

VERTICAL 0' 1' 2' 4'

HORIZONTAL 0' 25' 50' 100'

GRAPHIC SCALE IN FEET

N:\AVCON\LE AIRPORT\2012.148.01 - Runway 18-36 Rehabilitation, Phase 2\000 CAD\14801 CROSS SECTIONS.DWG 7/30/2012

AVCON, INC.
ENGINEERS & PLANNERS

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION--- PHASE II

CROSS SECTIONS (9 OF 12)

ATTENTION:
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SCALE: AS NOTED

REVISIONS:

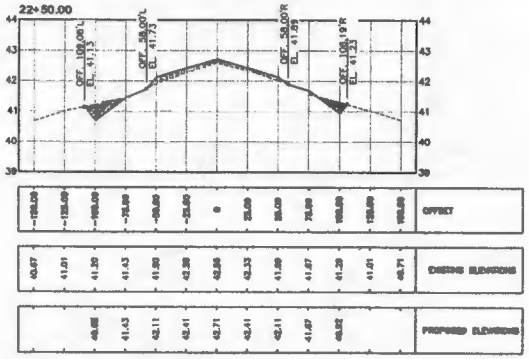
NO.	DATE	BY	DESCRIPTION
1	07/27/12	JW	ADDENDUM NO 1

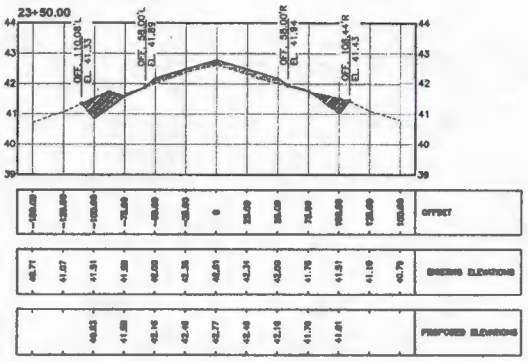
RELEASE FOR BID

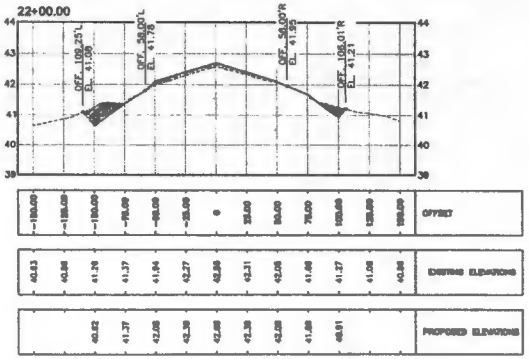
DESIGNED BY:	J.R.C.
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012

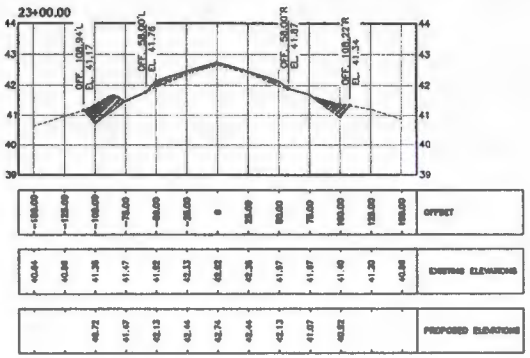
AVCON PROJECT NO. 2012.148.01

SHEET NUMBER
C23









LEGEND

- EXISTING SURFACE
- PROPOSED SURFACE
- FILL AREA
- CUT AREA

CROSS SECTIONS HAVE BEEN UPDATED WITH REVISED EXISTING TOPOGRAPHIC DATA.

VERTICAL 0' 1' 2' 4'

HORIZONTAL 0' 25' 50' 100'

GRAPHIC SCALE IN FEET

ENGINEER OF RECORD

AVCON, INC.
ENGINEERS & PLANNERS

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

CROSS SECTIONS (10 OF 12)

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SCALE: AS NOTED

REVISIONS:

NO.	DATE	BY	DESCRIPTION
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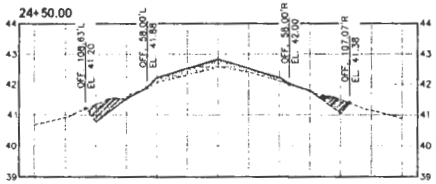
RELEASE FOR BID

DESIGNED BY:	J.R.C.
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012

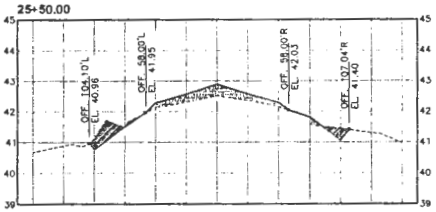
AVCON PROJECT NO. 2012.148.01

SHEET NUMBER
C24

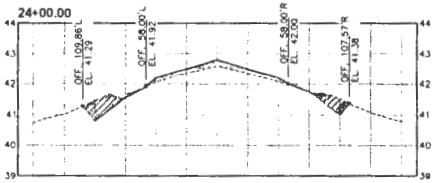
N:\MCE\LE AIRPORTS\2012\2012.148.01 - RUNWAY 18-36 REHABILITATION, PHASE 2\300 CAD\11400\CROSS SECTIONS.DWG 7/30/2012



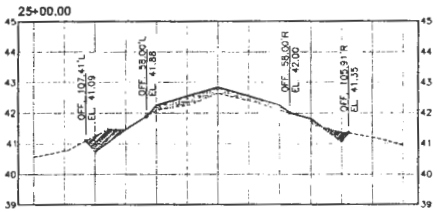
OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.69	
-125.00	40.92	
-100.00	41.35	40.77
-75.00	41.52	41.52
-50.00	42.04	42.21
-25.00	42.31	42.52
0	42.58	42.82
25.00	42.40	42.52
50.00	42.11	42.21
75.00	41.78	41.78
100.00	41.50	41.03
125.00	41.14	
150.00	40.86	



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.67	
-125.00	40.86	
-100.00	41.12	40.75
-75.00	41.50	41.50
-50.00	42.11	42.27
-25.00	42.30	42.57
0	42.51	42.88
25.00	42.36	42.57
50.00	42.13	42.27
75.00	41.80	41.80
100.00	41.44	41.05
125.00	41.29	
150.00	40.98	



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.73	
-125.00	41.02	
-100.00	41.47	40.80
-75.00	41.55	41.55
-50.00	42.04	42.19
-25.00	42.34	42.49
0	42.58	42.79
25.00	42.34	42.49
50.00	42.08	42.19
75.00	41.75	41.75
100.00	41.53	41.00
125.00	41.09	
150.00	40.78	



OFFSET	EXISTING ELEVATIONS	PROPOSED ELEVATIONS
-150.00	40.56	
-125.00	40.78	
-100.00	41.23	40.72
-75.00	41.47	41.47
-50.00	42.06	42.24
-25.00	42.24	42.55
0	42.64	42.85
25.00	42.40	42.55
50.00	42.09	42.24
75.00	41.81	41.81
100.00	41.40	41.06
125.00	41.21	
150.00	40.95	

LEGEND

- EXISTING SURFACE
- PROPOSED SURFACE
- FILL AREA
- CUT AREA

1 CROSS SECTIONS HAVE BEEN UPDATED WITH REVISED EXISTING TOPOGRAPHIC DATA.

VERTICAL
0' 1' 2' 4'

HORIZONTAL
0' 25' 50' 100'

GRAPHIC SCALE IN FEET

AVCON, INC.
ENGINEERS & PLANNERS
120 BAYSHORE DRIVE, SUITE A, NEPTUNE BEACH, FL 32266-3429
(904) 270-6600 FAX (904) 270-6601
VISIT OUR CERTIFICATE OF AUTHORIZATION NUMBER 6667
www.avcon.com

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION—PHASE II

CROSS SECTIONS (11 OF 12)

ATTENTION:
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SCALE: AS NOTED

REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	07/27/12	JW	ADDENDUM NO 1

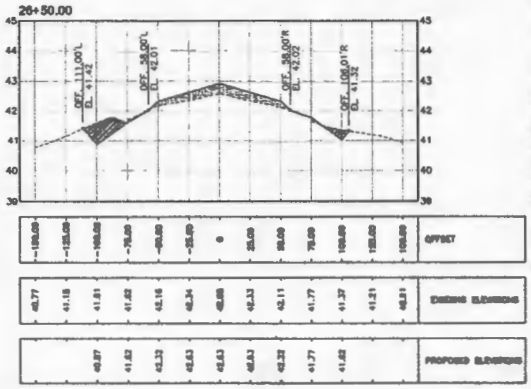
RELEASE FOR BID

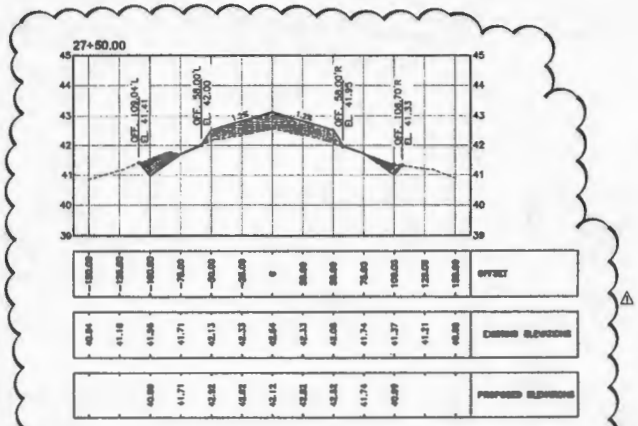
DESIGNED BY:	J.R.C.
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012

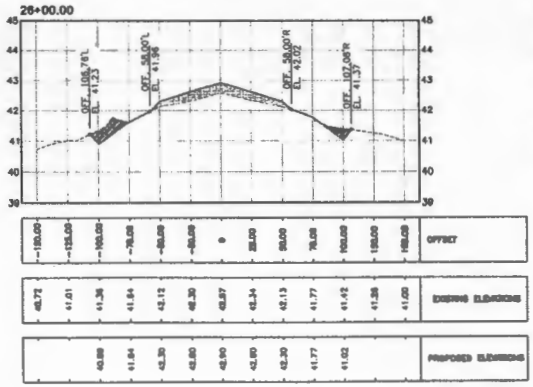
AVCON PROJECT NO. 2012.148.01

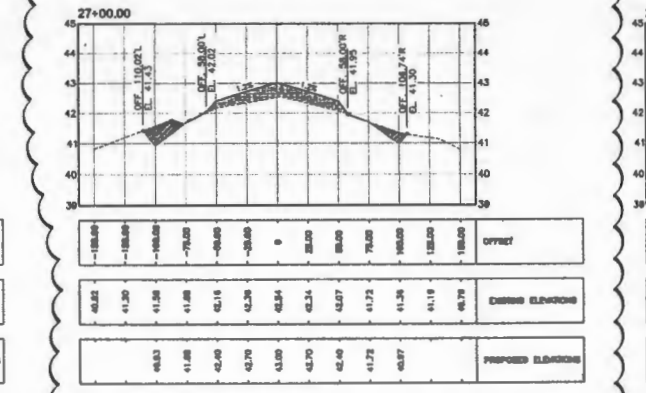
SHEET NUMBER
C25

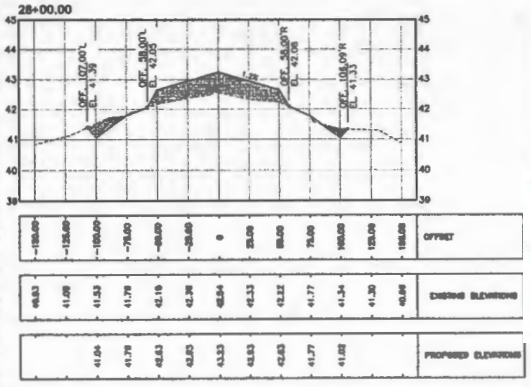
H:\PENSALE AIRPORTS\2012\2012.148.01 - RUNWAY 18-36 REHABILITATION, PHASE 2\DWG CADD\1800 CROSS SECTIONS.DWG 7/30/2012











LEGEND

- EXISTING SURFACE
- PROPOSED SURFACE
- FILL AREA
- CUT AREA

CROSS SECTIONS HAVE BEEN UPDATED WITH REVISED EXISTING TOPOGRAPHIC DATA.

VERTICAL 0' 1' 2' 4'

HORIZONTAL 0' 25' 50' 100'

GRAPHIC SCALE IN FEET

ENGINEER OF RECORD

AVCON, INC.
ENGINEERS & PLANNERS

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

CROSS SECTIONS (12 OF 12)

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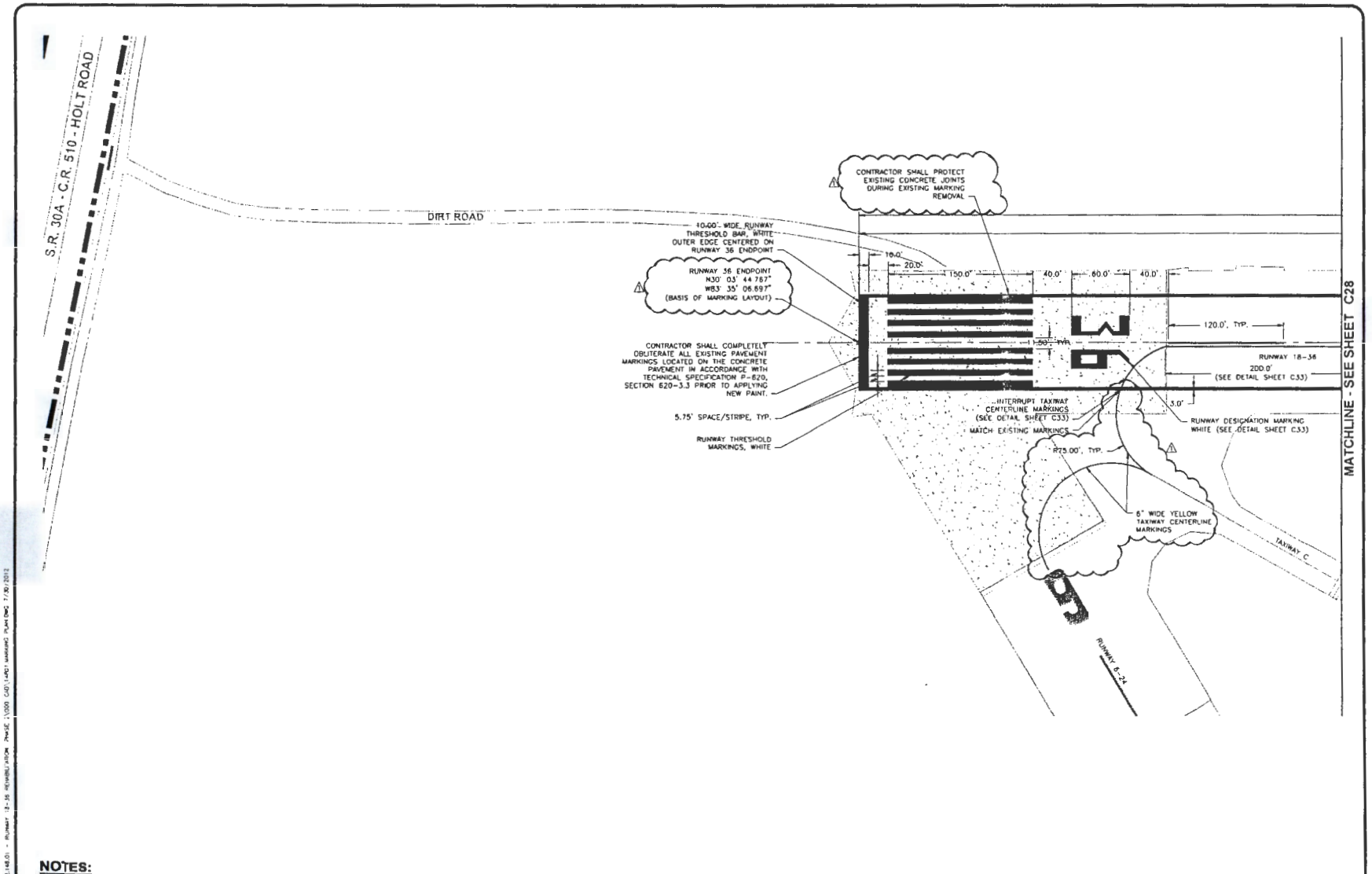
RELEASE FOR BID

DESIGNED BY:	J.R.C.
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012
AVCON PROJECT NO.	2012.149.01

SHEET NUMBER
C26

N:\KCEALE AIRPORTS\Grp12\20 2149.01 - Runway 18-36 REHABILITATION, PHASE 2\300 CAD\149B01 Cross SECTIONS.DWG 7/30/2012



NOTES:

1. ALL PROPOSED MARKINGS SHALL BE OUTLINED WITH 6" BLACK PAINT.
2. RUNWAY MID-POINT GAP BETWEEN STRIPES 142.1' APPROX. TO BE ADJUSTED BASED ON ACTUAL RUNWAY LENGTH.
3. DISTANCE MEASURED FROM INSIDE MARKING EDGE TO INSIDE MARKING EDGE.
4. DISTANCE MEASURED FROM RUNWAY CENTERLINE TO INSIDE MARKING EDGE.
5. DISTANCE MEASURED FROM RUNWAY CENTERLINE TO OUTSIDE MARKING EDGE.
6. CONTRACTOR SHALL PROVIDE AN AS-BUILT SURVEY OF ALL CONSTRUCTED MARKINGS. COST ASSOCIATED WITH SURVEY SHALL BE INCLUDED IN PAY ITEM M-101 FOR EACH ALTERNATE FOR WHICH IT IS A PART

LEGEND

PROPOSED MARKINGS	EXISTING MARKINGS
EXISTING PAVEMENT	

North

0' 25' 50' 100'

GRAPHIC SCALE IN FEET

AVCON, INC.
ENGINEERS & PLANNERS

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

MARKING PLAN (SHEET 1 OF 3)

ATTENTION:
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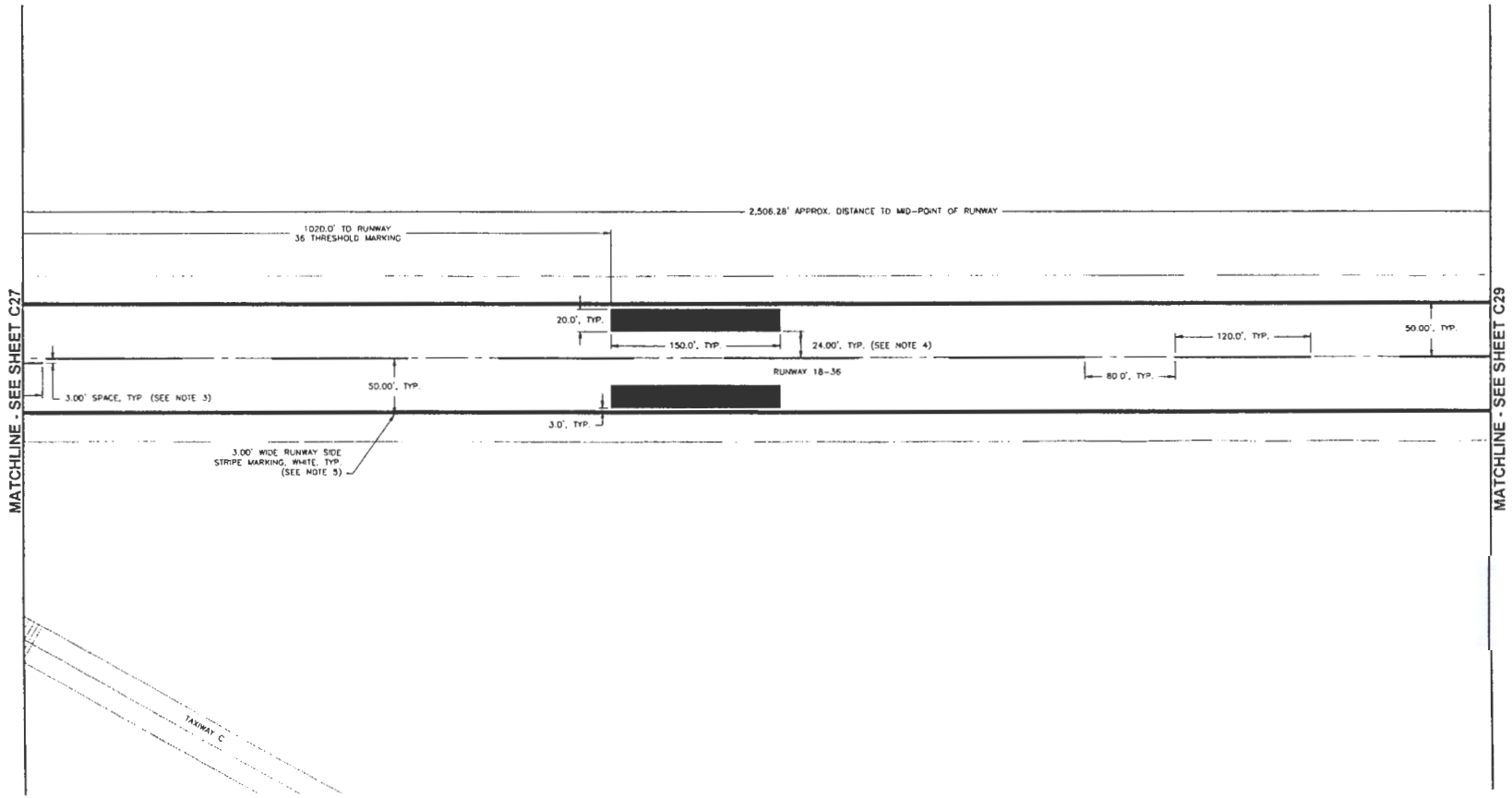
1	07/27/12	JW	ADDENDUM NO 1

RELEASE FOR BID

DESIGNED BY:	J.R.C.
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012

AVCON PROJECT NO. 2012.148.01

SHEET NUMBER
C27



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6. CONTRACTOR SHALL PROVIDE AN AS-BUILT SURVEY OF ALL CONSTRUCTED MARKINGS. COST ASSOCIATED WITH SURVEY SHALL BE INCLUDED IN PAY ITEM M-101 FOR EACH ALTERNATE FOR WHICH IT IS A PART.

LEGEND

- PROPOSED MARKINGS
- EXISTING MARKINGS
- EXISTING PAVEMENT

North

0' 25' 50' 100'

GRAPHIC SCALE IN FEET

N:\JACKSONVILLE AIRPORTS\2012\2012.148.01 - Runway 18-36 REHABILITATION PHASE II\DWG\CAD\148001-MARKING PLAN.DWG 7/30/2012

AVCON, INC.
ENGINEERS & PLANNERS
329 BAYSHORE DRIVE, SUITE A, SOPCHOPPY, FL 32358-2425
OFFICE: (850) 926-0000 - FAX: (850) 926-0000
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER 4867
WWW.AVCON.COM

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION--- PHASE II

MARKING PLAN (SHEET 2 OF 3)

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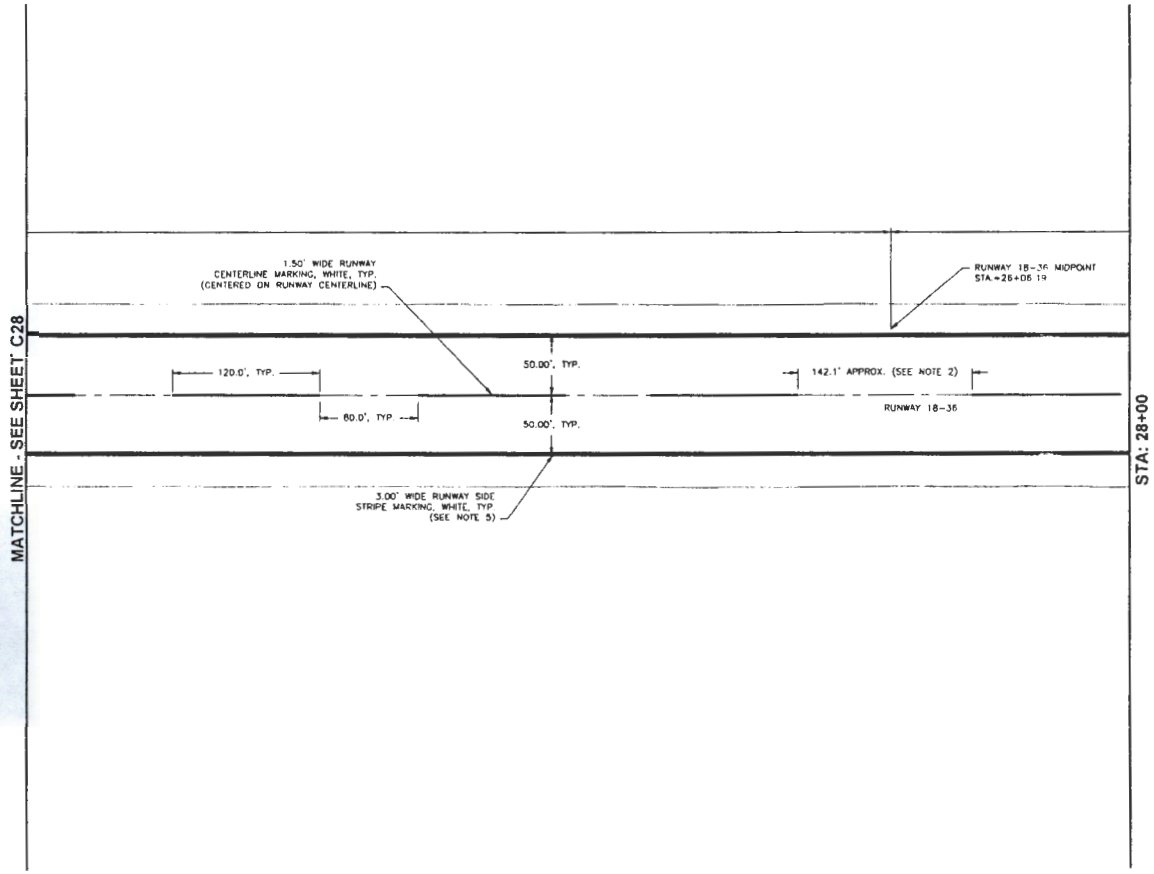
DESIGNED BY:	J.R.C.
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012
AVCON PROJECT NO.	2012.148.01

SHEET NUMBER
C28



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2. RUNWAY MID-POINT GAP BETWEEN STRIPES 142.1' APPROX. TO BE ADJUSTED BASED ON ACTUAL RUNWAY LENGTH.
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6. CONTRACTOR SHALL PROVIDE AN AS-BUILT SURVEY OF ALL CONSTRUCTED MARKINGS. COST ASSOCIATED WITH SURVEY SHALL BE INCLUDED IN PAY ITEM M-101 FOR EACH ALTERNATE FOR WHICH IT IS A PART.

LEGEND

PROPOSED MARKINGS	EXISTING MARKINGS
EXISTING PAVEMENT	

North

0' 25' 50' 100'

GRAPHIC SCALE IN FEET

N:\JACKSALE AIRPORTS\2012\148.01 - RUNWAY 18-36 REHABILITATION, PHASE I\DWG\148.01-MARKING PLAN.DWG, 7/30/2012

AVCON

AVCON, INC.
ENGINEERS & PLANNERS

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

MARKING PLAN (SHEET 3 OF 3)

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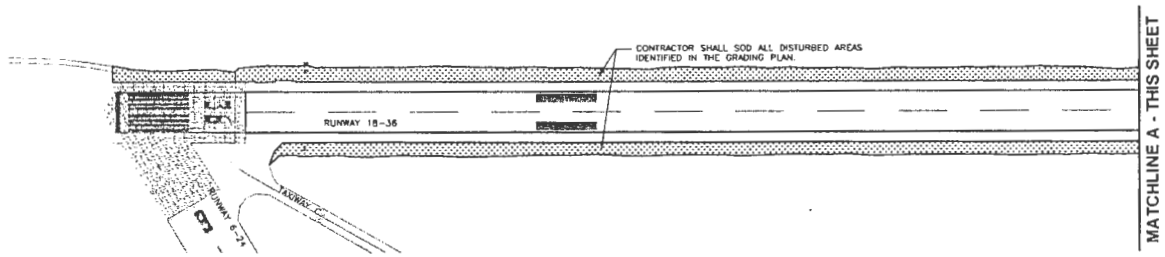
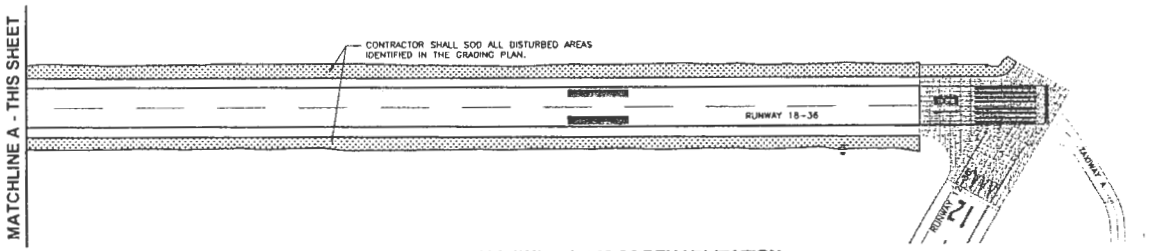
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012
AVCON PROJECT NO.	2012.148.01

SHEET NUMBER
C29



SOUTH HALF RUNWAY 18-36 REHABLITATION



NORTH HALF RUNWAY 18-36 REHABLITATION

NOTES:

1. CONTRACTOR SHALL SOD ALL DISTURBED AREAS OUTSIDE OF THE SODDING LIMITS AT CONTRACTORS EXPENSE.

LEGEND

PROPOSED SOD

EXISTING PAVEMENT

North

0' 75' 150' 300'

GRAPHIC SCALE IN FEET

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION— PHASE II

SODDING PLAN

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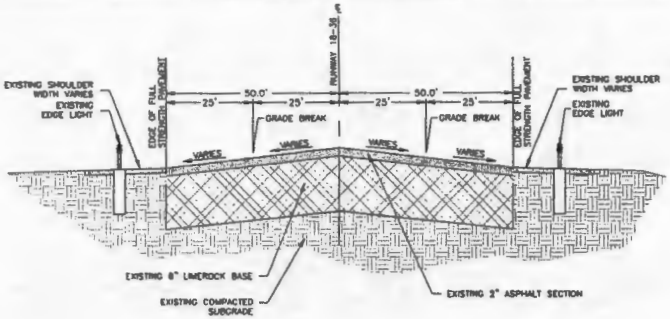
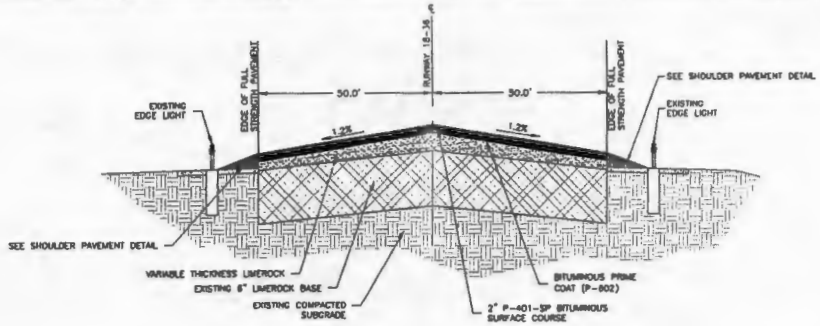
DESIGNED BY:	J.R.C.
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012
AVCON PROJECT NO.	2012.148.01

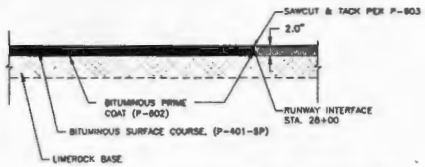
SHEET NUMBER
C30



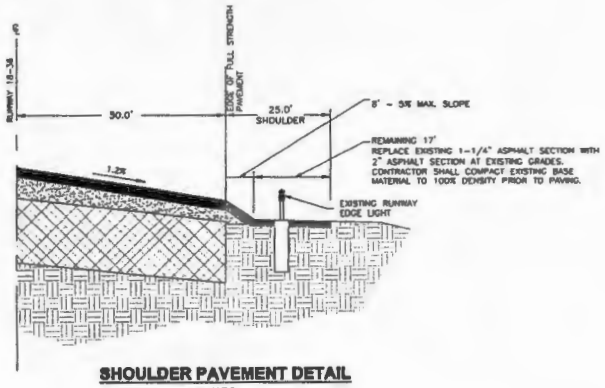
EXISTING RUNWAY 18-36 TYPICAL SECTION
N.T.S.



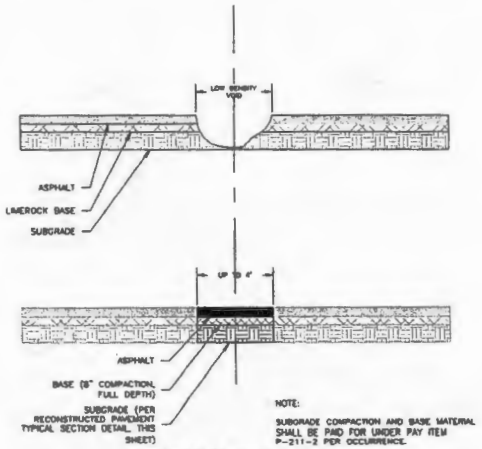
PROPOSED RUNWAY 18-36
TYPICAL SECTION
N.T.S.



BUTT JOINT DETAIL - LONGITUDINAL OVERLAY TRANSITION
TO EXISTING FULL STRENGTH PAVEMENT
N.T.S.

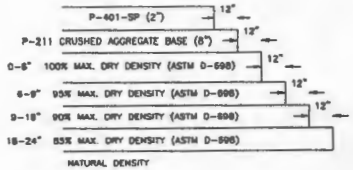


SHOULDER PAVEMENT DETAIL
N.T.S.



NOTE:
SUBGRADE COMPACTION AND BASE MATERIAL SHALL BE PAID FOR UNDER PAY ITEM P-211-2 PER OCCURRENCE.

DEPRESSION REPAIR DETAIL
N.T.S.



NOTE:
SUBGRADE PREPARATION SHALL BE INCIDENTAL TO BID ITEM P-211-2 LIMEROCK BASE COURSE (8").

RECONSTRUCTED PAVEMENT TYPICAL SECTION
STA: 4+18.21 TO STA: 5+00.00
N.T.S.

GENERAL PAVING NOTES:

1. IN MOST LOCATIONS, THE CONTRACTOR SHALL PAVE TO A CONSTANT SLOPE OF 1.2%. THE CONTRACTOR IS REQUIRED TO SUBMIT A DETAILED PAVING PLAN REFLECTING PROPOSED JOINT LAYOUT A MINIMUM OF 14 DAYS PRIOR TO PAVING. A PRE-PAVING MEETING SHALL BE HELD PRIOR TO PAVING.
2. THESE NOTES APPLY TO ALL PAVEMENT SECTIONS & DETAILS SHEETS.
3. WHEN EXISTING ASPHALT IS REMOVED, CONTRACTOR SHALL SCARIFY EXISTING LIMEROCK SURFACE PRIOR TO NEW PAVING OR PLACING NEW LIMEROCK BASE.

AVCON, INC.
ENGINEERS & PLANNERS
ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION—PHASE II

PAVEMENT DETAILS (SHEET 1 OF 2)

ATTENTION:
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SCALE: AS NOTED

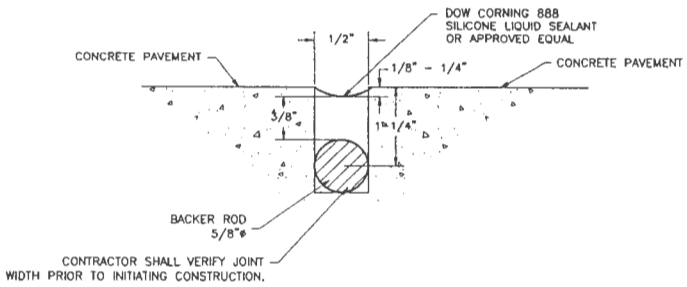
REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	07/27/12	JW	ADDENDUM NO. 1

RELEASE FOR BID

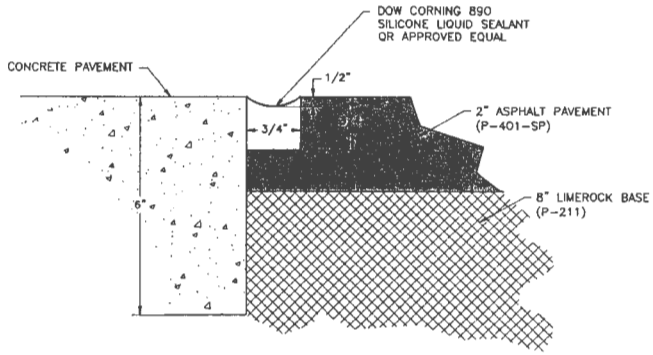
DESIGNED BY:	J.R.C.
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012
AVCON PROJECT NO.	2012.148.01

SHEET NUMBER
C31



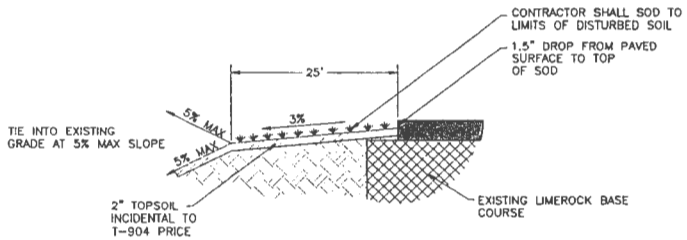
CONCRETE-CONCRETE JOINT DETAIL

N.T.S.



CONCRETE-ASPHALT JOINT DETAIL

N.T.S.



SHOULDER GRADING AND SOD DETAIL

N.T.S.

NOTES:

1. DETAIL TYPICAL FOR STA: 1+00 TOO STA: 50+00, BOTH EAST AND WEST SIDES OF RUNWAY.
2. PRIOR TO PLACING SOD, CONTRACTOR SHALL GRADE THE DISTURBED AREAS IN ACCORDANCE WITH THE DETAIL TO PROMOTE POSITIVE DRAINAGE AND INSTALL TOPSOIL.

JOINT SEALING NOTES:

1. COLD APPLIED SEALANTS: A BACKER ROD SHALL BE INSTALLED AS SHOWN ON THE PLANS AND THE PRIMER SHALL BE APPLIED IN THE CORRECT SEQUENCE IN ACCORDANCE WITH THE SEALANT MANUFACTURER'S INSTRUCTIONS PRIOR TO PLACEMENT OF THE JOINT SEALER. THE SEALANT SHALL BE APPLIED IN CONTINUOUS OPERATION WITH AN APPROVED MECHANICAL DRIVE THAT WILL FORCE THE SEALANT TO THE BOTTOM OF THE JOINT AND COMPLETELY FILL THE JOINT WITHOUT SPILLING THE MATERIAL ON THE SURFACE OF THE PAVEMENT, AND SHALL ADHERE TO THE CONCRETE AND BE FREE OF VOIDS. THE SEALANT SHALL THEN BE TOOLED WITH AN APPROPRIATE TOOL TO PRODUCE A SLIGHTLY CONCAVE SURFACE APPROXIMATELY 3/8" BELOW THE SURFACE FOR APRONS AND TAXIWAYS AND 1/2" BELOW THE SURFACE OF RUNWAYS. THE SEALANT SHALL HAVE A MINIMUM THICKNESS OF 3/8". TOOLING SHALL BE ACCOMPLISHED BEFORE A SKIN FORMS ON THE SURFACE, USUALLY WITHIN TEN MINUTES OF APPLICATION. THE SEALANT SHALL BE TOOLED IN BOTH DIRECTIONS TO ENSURE A VOID-FREE INSTALLATION. SEALANT WHICH DOES NOT BOND TO THE SURFACE OF THE JOINT WALLS, CONTAINS VOIDS, OR FAILS TO SET TO A TACK-FREE CONDITION, WILL BE REJECTED AND REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST. BEFORE SEALING THE JOINTS, THE CONTRACTOR SHALL DEMONSTRATE THAT THE EQUIPMENT AND PROCEDURES FOR PREPARING, MIXING, AND PLACING THE SEALANT WILL PRODUCE A SATISFACTORY JOINT SEAL. THIS SHALL INCLUDE THE PREPARATION OF TWO SMALL BATCHES AND THE APPLICATION OF THE RESULTING MATERIAL.
2. A MANUFACTURER'S REPRESENTATIVE(S) IS TO CONDUCT THE DEMONSTRATION(S), TRAIN THE CONTRACTOR'S PERSONNEL, AND ENSURE THE INSTALLATION PROCEDURES ARE IN ACCORDANCE WITH THE MANUFACTURER'S DIRECTIONS PRIOR TO THE START OF THE SEALING OPERATIONS. THE REPRESENTATIVE(S) SHALL VISIT THE JOB-SITE AT LEAST TWO (2) TIMES DURING THE SEALING OPERATION FOR EACH TYPE OF SEALANT, AND AFTER THE SEALING IS COMPLETE. THE REPRESENTATIVE IS TO CONDUCT A GENERAL INSPECTION OF THE WORK AND PERFORM MORE EXTENSIVE INSPECTIONS AND/OR TESTING ON A RANDOM BASIS TO REASONABLY ASSURE THAT THE CONSTRUCTION IS IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED CONSTRUCTION METHODS AND PROCEDURES. A REPORT OUTLINING THE FINDINGS IS TO BE SUBMITTED AT THE COMPLETION OF THE INSPECTION.
3. IN ORDER TO ENSURE THAT SUPERIOR WORKMANSHIP IS ACHIEVED THROUGHOUT THE CONTRACT, THE CONTRACTOR SHALL BE REQUIRED TO CONSTRUCT A TEST SECTION PER CREW ON A PORTION OF THE CONTRACT SITE PRIOR TO COMMENCING THE CONTRACT WORK IN ORDER TO EVALUATE WORKMANSHIP OF EACH OF THE CONTRACTOR'S CREWS. IF THE TEST SITES ARE COMPLETED TO THE SATISFACTION OF THE OWNER, THE CONTRACTOR SHALL THEN RECEIVE NOTICE TO PROCEED WITH THE APPROVED CREWS FOR THE REMAINDER OF THE CONTRACT WORK.
4. HOWEVER, TO MAINTAIN AN ACCEPTABLE LEVEL OF PRODUCTIVITY, THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN THE SAME CREW MEMBERS PER CREW WHO PERFORMED WORK IN THE TEST AREA TOGETHER THROUGHOUT THE DURATION OF THE CONTRACT. IF ANY PERSONNEL CHANGES ARE ANTICIPATED BY THE CONTRACTOR, EITHER REDUCING THE WORK FORCE OR CHANGING SPECIFIC INDIVIDUALS, THE OWNER IS TO BE NOTIFIED. IF, AT ANY POINT DURING THE CONSTRUCTION PERIOD AFTER A PERSONNEL CHANGE HAS BEEN MADE, THE OWNER BELIEVES THE WORKMANSHIP HAS DIMINISHED, THE CREW SHALL BE ORDERED TO HALT ALL CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL THEN BE REQUIRED TO REINSTATE THE ORIGINAL WORK CREW OR SETUP WITH THE OWNER TO PERFORM ANOTHER TEST AREA TO RE-QUALIFY THE NEW CREW.
5. A NEW TEST AREA WILL THEN BE DEVELOPED BY THE OWNER. UPON A SUCCESSFUL EVALUATION OF THE NEW TEST AREA, THE EVALUATED CREW MAY PROCEED WITH THE CONTRACT CONSTRUCTION.
6. EXISTING JOINTS TO BE REPLACED SHALL BE THOROUGHLY CLEANED BY SAWING OR PLOWING, FOLLOWED BY WIRE BRUSHING OR SAND BLASTING, AND THE JOINT SEALANT PLACED IN ACCORDANCE WITH P-605 SPECIFICATIONS. FOR BOTH CLEANING OPTIONS, THE CONTRACTOR SHALL PROVIDE FOR SIMULTANEOUS PICK UP OF DEBRIS AT THE SITE BY VACUUM DEVICES. THE CONTRACTOR SHALL BE PAID FOR THE LINEAR FEET OF JOINT SEALANT REPLACED. THE CONTRACTOR SHALL SURVEY THE WIDTH AND CONDITION OF EXISTING JOINTS PRIOR TO SUBMITTING HIS/HER BID. ONLY ONE PRICE PER LINEAR FOOT, SHALL BE INCLUDED IN THE BID.

AVCON, INC.
ENGINEERS & PLANNERS
2209 NAVY SHORE DRIVE, SUITE A - MOUNTVILLE, FL 32578-2425
OFFICE: (850) 478-9000 - FAX: (850) 478-9040
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5007
WWW.AVCON.COM

ENGINEER OF RECORD

PERRY-FOLEY AIRPORT
PERRY, FLORIDA

RUNWAY 18-36 REHABILITATION—PHASE II

PAVEMENT DETAILS (SHEET 2 OF 2)

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SCALE: AS NOTED

REVISIONS:

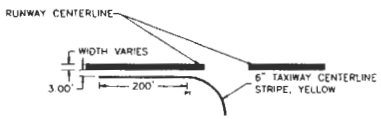
NO.	DATE	BY	DESCRIPTION
1	07/27/12	JW	ADDENDUM NO. 1

RELEASE FOR BID

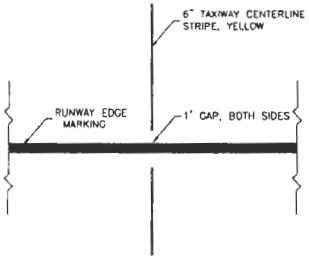
DESIGNED BY:	J.R.C.
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012
AVCON PROJECT NO.	2012.148.01

SHEET NUMBER
C32

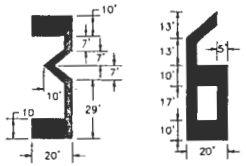
Y:\INCFILE\APPV\15.2012\2012.148.01 - Pyramer rg - 36 REHABILITATION, PHASE 2\DDS CAD\1480 PLAN NT DETAILS(10F2).wg - 7/30/2012



TAXIWAY LEAD-IN MARKING
N.T.S.



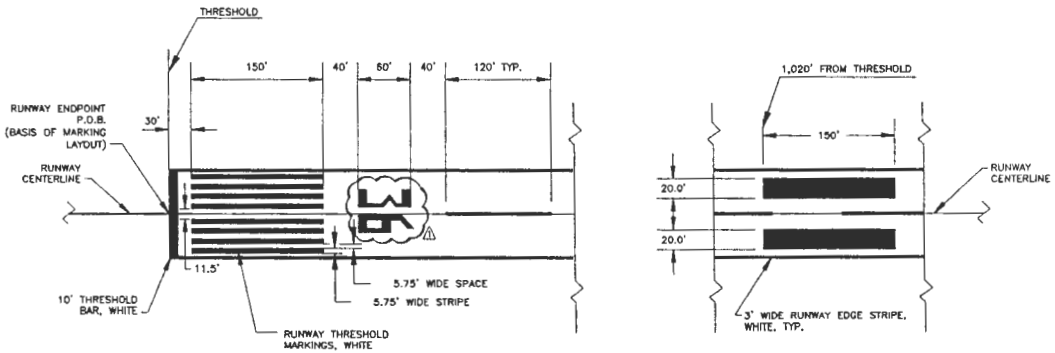
TAXIWAY CENTERLINE/RUNWAY MARKING
INTERSECTION
N.T.S.



RUNWAY DESIGNATION NUMERALS
N.T.S.

NOTES:

1. ALL NUMERALS ARE HORIZONTALLY SPACED 15 FEET APART.
2. FOR DOUBLE DESIGNATORS, THE CENTER OF THE OUTER EDGES OF THE TWO NUMERALS IS CENTERED ON THE RUNWAY PAVEMENT CENTERLINE.
3. DO NOT USE BLACK OUTLINE TO LAY OUT MARKINGS



RUNWAY THRESHOLD AND
TOUCHDOWN ZONE MARKINGS
N.T.S.

GENERAL NOTES:

1. RUNWAY MARKINGS SHALL BE REFLECTIVE WHITE UNLESS OTHERWISE NOTED. TAXIWAY MARKINGS SHALL BE REFLECTIVE YELLOW UNLESS OTHERWISE NOTED. BLACK MARKINGS SHALL NOT BE REFLECTIVE. ALL MARKING SHALL BE OUTLINED IN 6" BLACK.
2. ALL AIRFIELD MARKINGS SHALL BE SOLID AND IN ACCORDANCE WITH SPECIFICATION P-620.
3. HAND SPRAYING SHALL NOT BE ACCEPTABLE.

AVCON, INC.
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RUNWAY 18-36 REHABILITATION—PHASE II

MARKING DETAILS

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SCALE: AS NOTED

REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	07/27/12	JW	ADDENDUM NO 1

RELEASE FOR BID

DESIGNED BY:	J.R.C.
DRAWN BY:	J.A.W.
CHECKED BY:	J.R.C.
APPROVED BY:	V.C.L.
DATE:	JULY 2012

AVCON PROJECT NO. 2012.148.01

SHEET NUMBER
C33

FRONT END DOCUMENTS

CONFORMED DOCUMENTS

RUNWAY 18-36 REHABILITATION—PHASE II

PERRY FOLEY AIRPORT—PERRY, FL

NOTICE TO BIDDERS

RUNWAY 18-36 REHABILITATION—PHASE II at PERRY FOLEY AIRPORT PERRY, 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 East Jefferson Street, Perry, Florida 32347 (850-838-3506) until 4:00 PM local time on Monday, August 6, 2012, for the Runway 18-36 Rehabilitation—Phase II project at the Perry Foley Airport, Perry, Fl. Bids must be submitted in a sealed enveloped clearly marked **"BID ENCLOSED: RUNWAY 18-36 REHABILITATION—PHASE II; PERRY FOLEY AIRPORT."** Bids will be opened at the Taylor County Board of Commissioners meeting to be held at the Taylor County Administration Complex, 201 East Green Street, Perry, Florida at 6:15 pm. Quotes 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:

> Complete removal of existing asphalt and concrete pavement, construction of base material and new asphalt pavement, concrete joint rehabilitation, pavement marking removal and placement, minor grading, and sodding.

The contract time for substantial completion of the work included shall be 90 calendar days from the date of the "Notice to Proceed (NTP)." The final project completion shall be 120 calendar days from the date of the "Notice to Proceed (NTP)".

Beginning on Monday, July 9, 2012, drawings, specifications, and project documents may be examined by appointment at the Airport Terminal Building of the Perry Foley Airport at 511 Industrial Park Drive, Perry, Florida 32348. Appointments may be made by calling Bill Roberts at Perry Foley Airport at 850-838-3519. Beginning on Monday, July 9, 2012, 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, upon payment of a non-refundable fee of Fifty dollars ($50.00) payable to AVCON, INC. for each set of project documents obtained. A hard copy of the above documents may be provided at an additional charge.

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, in part, by the Florida Department of Transportation and the Federal Aviation Administration and will be subject to all applicable requirements of the U.S. Department of Transportation and Airport Improvement Program grant assurances of the Federal Aviation Administration.

The successful contract 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 511 Industrial Park Drive, Perry, Florida 32348 on Wednesday, July 18, 2012 at 11:00 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:
Melody Cox
County Grants Administrator
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, E.I.
Project Engineer
AVCON, INC.
320 Bayshore Drive, Suite "A"
Niceville, Florida 32578
Tel: 850-678-0050
Fax: 850-678-0040

All bids should be addressed as follows:

BID ENCLOSED: RUNWAY 18-36 REHABILITATION—PHASE II
PERRY FOLEY AIRPORT

Taylor County Board of County Commissioners
Attention: Clerk's Office
108 East Jefferson Street
Perry, Florida 32347

By:
Taylor County Board of County Commissioners

Name: _____ _____
Date

Title: _____

INSTRUCTIONS TO BIDDERS

PROJECT IDENTIFICATION:

a) Project Title:

RUNWAY 18-36 REHABILITATION—PHASE II

b) Owner:

TAYLOR COUNTY

c) Engineer:

AVCON, INC.

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1. Defined Terms.

Terms used in the Instructions to Bidders that are defined in the Standard General Conditions of the Project Manual have the meanings assigned to them in the General Conditions.

Certain additional terms used in the Instruction to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

1.1 Bidder – one who submits a Bid directly to Owner as distinct from sub-bidder, who submits a bid to a Bidder.

1.2 Issuing Office – the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

1.3 Successful Bidder – the lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes and award.

2. Copies of Bidding Documents.

2.1 Complete sets of the Bidding Documents in the number and for the sum, if any, stated in the Advertisement or Notice to Bidders may be obtained from the Issuing Office.

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

2.3 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.

3. Qualifications of Bidders.

To demonstrate qualifications to perform the Work, each Bidder must submit within two (2) business days after Bid opening upon Owner's request detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for below. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Documents and Site.

4.1 It is the responsibility of each bidder before submitting a Bid:

4.1.1 To examine thoroughly these documents and other related data identified (including "technical data" referred to below);

4.1.2 To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance, or furnishing of the Work;

4.1.3 To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;

4.1.4 To study and carefully correlate Bidder's knowledge and observations with these Bid Documents and such other related data; and

4.1.5 To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between these Bid Documents and such other related documents.

4.2 Reference is made to the Supplementary Conditions for identification of:

4.2.1 Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by Engineer in preparation of these Bid Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.

4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by Engineer in preparation of these Bid Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such drawings but not upon other data, interpretations, opinions, or information shown or indicated in such drawings or otherwise relating to such structures, nor upon the completeness thereof for the purposes of bidding or construction.

Copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Bid Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.2 of the General Conditions and has been identified and established in Article 4 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any such data, interpretations, opinions, or information.

4.3 Information and data shown or indicated in these Bid 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 or others, and the Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

4.4 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 these Bid Documents due to differing or unanticipated conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.

4.5 Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contact Documents.

4.6 On request, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.

4.7 Reference is made to the Supplementary Conditions for the identification of the general nature of 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 for which a Bid is to be submitted. On request, Owner will provide to each Bidder

for examination access to or copies of appropriate documents (other than portions thereof related to price) for such work.

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

4.9 The provisions of 1-4.1 through 4.8, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste, or Radioactive Material covered by Paragraph 4.5 of the General Conditions.

5. Availability of Lands for Work, Etc.

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the successful Contractor in performing the Work are identified in these Bid Documents. All additional land 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 the Successful Bidder. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in these Bid Documents.

6. Interpretations and Addenda.

6.1 All questions about the meaning or intent of these Bidding Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed, faxed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

6.2 Addenda may also be issued to modify these Bidding Documents as deemed advisable by Owner or Engineer.

7. Bid Security.

7.1 Each bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid Price in the form of a certified or bank check or a Bid Bond on form attached, issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.

7.2 The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, 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 Agreement and furnishes the required contract security within fifteen 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:

the seventh (7th) day after the Effective Date of the Agreement

or

the thirty-sixth (36th) day after the Bid opening,

whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

8. Contract Times.

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the term "Contract Times" is defined in paragraph 1.12 of the General Conditions) are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

9. Substitute and "Or-Equal" Items.

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications 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. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 6.7.1, 6.7.2 and 6.7.3 of the General Conditions and may be supplemented in the Supplementary Conditions.

10. Subcontractors, Suppliers, and Others

10.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnished the principal items of material and equipment) to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful Bidder, and any other Bidder so requested, shall within 24 hours after Bid opening submit to Owner a list of all such Subcontractors, Suppliers, and other persons and organizations 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, person, or organization if requested by Owner. An Owner or Engineer who after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person, or organization, may before the Notice of Award is given request apparent Successful Bidder to submit an acceptable substitute without an increase in Bid Price.

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, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make 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 6.8.2 of the General Conditions.

11. Bid Form.

11.1 All blanks on the Bid Form must be completed by printing in ink or by typewriter.

11.2 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.3 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.4 All names must be typed or printed in ink below the signature.

11.5 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.6 The address and telephone number for communications regarding the Bid must be shown.

11.7 Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State contractor license number, if any, must also be shown.

12. Submission of Bids.

12.1 Bidder shall submit the original plus seven (7) copies of their bid to the place indicated in the Advertisement of Notice to Bidder.

12.2 Bids shall be submitted at the time and place indicated in the Advertisement of Notice to Bidder and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation **"RUNWAY 18-36 REHABILITATION—PHASE II, PERRY FOLEY AIRPORT"** on the face of it.

13. Modification and Withdrawal of Bids.

13.1 Bids 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 submitted at any time prior to the opening of Bids.

13.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that bidder may withdraw its Bid and bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Bid Documents.

14. Opening of Bids.

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. 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.

15. Bids to Remain Subject to Acceptance.

All Bids will remain subject to acceptance for one hundred fifty (150) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. Disqualification of Bidders

Any of the following reasons may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.

B. Evidence that the bidder has a financial interest in the firm of another bidder for the same work.

C. Evidence of collusion among bidders. Participants in such conclusion will receive no recognition as bidders for any future work of the County until such participant shall have been reinstated as a qualified bidder.

D. Uncompleted work that in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement for bids.

F. Default under previous contract.

17. Award of Contract.

17.1 Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

17.2 In evaluating Bids, Owner will consider the qualifications of Bidders, 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.

17.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major item of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

17.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Bid Documents to Owner's satisfaction within the prescribed time.

17.5 The Owner in its absolute discretion may reject any bid of a bidder that has failed, in the opinion of the Owner, to complete or perform an Owner-contracted project in a timely fashion, and emphasizes this condition to potential bidders.

17.6 If a contract is to be awarded, it will be awarded to lowest responsive, responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.

17.7 The Basis of Award shall be based on the lowest total of either the Base Bid or the total of a combination of the Base Bid and any of the Additive Alternates, as finally determined by the owner and the funding agencies based on the availability of funding.

17.8 The owner reserves the right to award any combination of the Base Bid and Additive Alternates, or not award the project.

17.9 In the event the total construction bids exceed the funding capacity of the Owner, the Owner reserves the right to reject any and all bids.

17.10 The Owner's sole determination shall be binding.

18. Pre-Bid Conference.

A **non-mandatory** Pre-Bid Conference will be conducted at the Terminal Building of the Perry Foley Airport at 511 Industrial Park Drive, Perry, Florida 32348 on Wednesday, July 18, 2012 at 11:00 a.m. local time (EDT). Participation is strongly encouraged. Engineer will transmit to all plan holders of record such Addenda as Engineer considers necessary in response to written questions received no later than seven (7) days prior to the Bid Opening date. Oral statements may not be relied upon and will not be binding or legally effective.

19. Sales and Use Taxes.

Work under this bid is subject to the provisions of Chapter 212, Florida Statutes, Tax on state, Use and Other Transactions. Other state, local, or federal taxes may be applicable. The bidder is responsible to remit to the appropriate governmental entity all applicable taxes. Any applicable tax shall be included in the total bid price by the bidder.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	Board to review and approve Volunteer Fire Assistance Grant Application to Florida Forest Service in the amount of $8,536.00
MEETING DATE REQUESTED:	December 18, 2012

Statement of Issue: **Board to review and approve grant application in the amount of $8,536.00 to Florida Forest Service requesting funding assistance to purchase firefighting/turn out gear for Taylor County Fire Rescue. The grant would provide funding to purchase four full sets of gear.**

Recommended Action: **Board to approve grant application.**

Fiscal Impact: **The County will be required to provide a match of $4,268 which has already been budgeted. No additional County funds will be required for the project.**

Budgeted Expense: **Yes, the match funds were previously budgeted to purchase this gear and equipment.**

Submitted By: **Melody Cox**

Contact: **Melody Cox**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The County is requesting funding assistance to purchase turn out gear and equipment for firefighters. The grant would fund four full sets of gear.**

Attachments: **Grant Application, required support documents, and program information.**

ADAM H. PUTNAM
COMMISIONER

Florida Department of Agriculture and Consumer Services
Florida Forest Service

VOLUNTEER FIRE ASSISTANCE GRANT APPLICATION

LEGAL NAME: Taylor County Board of Commissioners	FORM OF ORGANIZATION: (Municipal, Fire District, Non-Profit, County) County
ADDRESS: 201 E. Green Street	
CITY: Perry	IF COUNTY, LIST VFD'S BENEFITING FROM GRANT: Shady Grove and Keaton Beach VFD's
STATE: FL / ZIP: 32347	
COUNTY: Taylor / COUNTY #:	
EMPLOYER IDENTIFICATION NUMBER (EIN): 59-6000879	

IS FIRE DEPARTMENT LOCATED IN AN INCORPORATED TOWN? YES ☐ NO ☑ IF YES, NAME OF TOWN:	WHAT IS THE FIRE DEPARTMENT ISO RATING? 9
POPULATION OF TOWN:	IS FIRE DEPARTMENT NIMS COMPLIANT? YES ☑ NO ☐
PROTECTED AREA: *EST. POPULATION:* 7,000 *SIZE: (SQ. MILES)* 600	CURRENT COOPERATIVE AGREEMENT WITH FFS? YES ☑ NO ☐
	DISTANCE OF CLOSEST MUTUAL AID FIRE DEPARTMENT: 18-45
	NAME OF FIRE DEPARTMENT: City of Perry

NUMBER OF FIREFIGHTERS: *PAID:* 12 *VOLUNTEERS:* 33	HAS APPLICANT RECEIVED GRANT FUNDS FROM ANY SOURCE IN THE PAST 12 MONTHS? YES ☑ NO ☐
NO. OF INCIDENTS PAST YEAR: *WILDLAND FIRE:* 133 *OTHER:* 405	IF YES, WHERE? FI Division of Forestry
NO. OF FIREFIGHTERS CERTIFIED AS: *WILDLAND FIREFIGHTER I* 10 *WILDLAND FIREFIGHTER II* 5	AMOUNT: $ 7087.00
	LIST TOTAL FUNDS RECEIVED FROM OTHER TAXING AUTHORITIES SUCH AS CITY, COUNTY, TAXING DISTRICTS (Past 12 Months) AMOUNT: $ 31,650.00

LIST OF FIREFIGHTING VEHICLES:

TYPE	MAKE/YR.MODEL	PUMP CAPACITY (GPM)	WATER CAPACITY (GAL.)
Brush Truck	Ford 550 2005	450	450
Brush Truck	Ford 550 2002	250	250
Engine	Chevy C60 1986	1000	1000
Engine	Ford 1967	750	750

ESTIMATED GRANT FUNDING REQUEST:

FEDERAL	$ 4268
APPLICANT	$ 4268
COUNTY	$
TOTAL	$ 8536

(Federal not more than 50% of total. Applicant at least 50% of total in matching funds.)

LIST OF EQUIPMENT OR SUPPLIES TO PURCHASE WITH GRANT FUNDS:

NUMBER	DESCRIPTION	AMOUNT
4	Pant Chief Turnout Khaki	$2,056
4	Coat Chief Turnout Khaki	$2,056
4	PX Firedome Helmet Therm	$814
4	FX Firedome Helmet Fibe	$796
	See attached list for more equipment.	

We understand that this is a 50 percent maximum cost-share program (Cooperative Forestry Assistance Act of 1978, PL 95-313), and that funds on deposit up to 50 percent of the actual purchase price of the items approved will be committed to our project. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT. THE GOVERNING BODY OF THE APPLICANT HAS DULY AUTHORIZED THIS DOCUMENT.

Type Name of Authorized Representative: Pam Feagle	Title: Chairperson	Telephone Number: (850) 838 - 3500 FAX: (850) 838 - 3501
Signature of Authorized Representative	Date Signed and Submitted: 12/18/2012	Email: pam.feagle@taylorcountygov.com

DACS-11484 REV. 3/06

Additional Equipment for Fire Rescue

Item:	Quantity:	Price:
• Lettering on Coat Back	4	$143.00
• Lettering on Coat Tail	4	$143.00
• Cowhide OSH/CAL-OSHA GL	4	$131.00
• Rubber Insulated Felt FI	4	$444.00
• Xtreme Coveralls Level 1	4	$1,860.00
• Fire Hood NOMEX/LENZING	4	$93.00

Total Cost of Equipment: **$8536.00**

OMB Approval No. 0348-0040

ASSURANCES -- NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a)Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;

(e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 961-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Health Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the
program and to purchase flood insurance if the total cost of insurable construction and acquisition of $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE Chairperson
APPLICANT ORGANIZATION Taylor County Board of Commissioners	DATE SUBMITTED 12/18/2012

Form AD-1047 (1/92)

U. S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(Before completing certification, read instructions on reverse.)

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; 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;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	*PR/AWARD NUMBER OR PROJECT NAME*
Taylor County Board of Commissioners	Firefighter Gear and Equipment
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Pam Feagle, Chairperson	
SIGNATURE	*DATE*
	12/18/2012

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Volunteer Fire Assistance Grants

The purpose of the Volunteer Fire Assistance (VFA) Program, formerly known as the Rural Community Fire Protection (RCFP) Program, is to provide federal financial, technical, and other assistance to State Foresters to organize, train, and equip fire departments in rural areas and rural communities to prevent and suppress fires. A rural community is defined as having 10,000 or less population, or as defined below. This 10,000-population limit for participation in the VFA Program facilitates distribution of available VFA funds to the most needy fire departments. The funding must be matched on a 50-50 % basis by non-federal dollars.

Eligibility Requirements

Eligibility requirements for the use of VFA funding are as follows:

1. A single fire department serving a rural area or a rural community with a population of 10,000 or less is eligible (latest Census).
2. Area fire departments (fire districts, townships, etc.) may serve an aggregate population of greater than 10,000 as long as the service area of the fire department includes a rural area or a rural community having a population of 10,000 or less. The VFA funding must be used to benefit the rural population.
3. A single county or town with a population over 10,000 which is served by two or more fire districts operating entirely within the bounds of the county or town may qualify as long as the service area of a given fire department includes a rural area or a rural community or the population of the fire department's jurisdiction is 10,000 or less. The VFA funding must be used for the rural area.
4. A single community with a population greater than 10,000 and having a single fire department with one or more fire stations may qualify. The fire department must have a service area that includes a rural area or community that does not exceed 10,000 population. The VFA funding must be used only for the benefit of the rural population. Similarly a single community with a population greater than 10,000, which also provide fire protection to an adjoining rural community of 10,000 or less population by contract, may also be eligible provided the VFA funding is used entirely to support the rural community.
5. A single community fire department serving a population greater than 10,000 and not providing protection to a rural area or to a rural community is not eligible for VFA financial assistance.
6. Fire Departments must be NIMS compliant. NIMS compliance information can be found at http://www.fema.gov/public-assistance-eligibility

Preference will be given to VFA Grant applications for the purchase of wildland and structural personal protective gear, communications equipment, water handling equipment, and training.

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TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	Board to review and approve Grievance Procedures for 2013 for the Local Coordinating Board for the Transportation Disadvantaged which include specific procedures for handling Medicaid Non-Emergency Transportation grievances and/or appeals as required by the Florida Commission for the Transportation Disadvantaged.
MEETING DATE REQUESTED:	December 18, 2012

Statement of Issue: **Board to review and approve the Grievance Procedures for 2013 for the Local Coordinating Board (LCB) for the Transportation Disadvantaged .**

Recommended Action: **Approve the 2013 Grievance Procedures for the County Transportation Disadvantaged Program**

Budgeted Expense: **Not Applicable.**

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **The terms of the Transportation Disadvantaged Planning Grant require the Local Coordinating Board for the Transportation Disadvantaged to maintain grievance procedures and update them on a annual basis. The 2013 procedures does not have any changes to policies or procedures as per the currently approved grievance plan. The only changes made were change in contact information for Big Bend Transit, Inc. and the new BOCC Chairman change. There have been no grievances filed with the Local Coordinating Board or with the Florida Commission for the Transportation Disadvantaged against Taylor County in the past nine years.**

Attachments: Grievance Procedures 2013

GRIEVANCE PROCEDURES 2013
TAYLOR COUNTY LOCAL COORDINATING BOARD
FOR THE TRANSPORTATION DISADVANTAGED

The Taylor County Local Coordinating Board (LCB) for the Transportation Disadvantaged appointed by the Taylor County Board of Commissioners has established formal complaint/grievance procedures for the local transportation disadvantaged program. The County is required to have formal complaint/grievance procedures as specified by the Commission for the Transportation Disadvantaged pursuant to Chapter 427, Florida Statute and Rule 41-2.012, Florida Administrative Code. The following rules and procedures shall constitute the grievance process to be used by the Coordinated Community Transportation Disadvantaged system in Taylor County.

SECTION 1. DEFINITIONS

As used in these rules and procedures the following words and terms shall have the meanings assigned therein. Additional program definitions can be found in Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code.

1.1 Community Transportation Coordinator (CTC): means a transportation coordinator recommended by an appropriate designated official planning agency or a Metropolitan Planning Organization, if so applicable, as provided for in Section 427.015(1), Florida Statutes in an area outside the purview of a Metropolitan Planning Organization and approved by the Commission, to ensure that coordinated transportation services are provided to serve the transportation disadvantaged population in a designated service area. (The CTC for Taylor County is Big Bend Transit, Inc.)

1.2 Designated Official Planning Agency (DOPA): means the official body or agency designated by the Commission to fulfill the functions of transportation disadvantaged planning in areas not covered by a Metropolitan Planning Organization and approved by the Commission, to ensure that coordinated transportation services are provided to serve the transportation disadvantaged population in a designated service area. (Taylor County Board of Commissioners is the DOPA for Taylor County.)

1.3 Transportation Disadvantaged (TD) (User): means "Those persons who because of physical or mental disability, income status, age, or who for other reasons are unable to transport themselves or to purchase transportation and are, therefore, dependent on others to obtain access to employment, health care, education, shopping, social activities, or other life-sustaining activities, or children who are handicapped or high risk or at-risk as defined in Section 411.202, Florida Statutes.

1.4 Agency: means an official, officer, commission, authority, council, committee, department, division, bureau, board, section, or any other unit or entity of the state, or of a city, town, municipality, county, or other local governing body or a private nonprofit entity providing transportation services as all or part of its charter.

1.5 Transportation Operator: means one or more public, private for profit or private nonprofit entities engaged by the community transportation coordinator to provide service to transportation disadvantaged persons pursuant to a Transportation Disadvantaged Service Plan (TDSP)

1.6 Service Complaint: means incidents that may occur on a daily basis and are reported to the driver or the dispatcher or to other individuals involved with the daily operations, and are resolved within the course of a reasonable time period suitable to the complainant. Local service complaints are driven by the inability of the CTC, or transportation operations to meet local service standards established by the CTC, LCB, and the Taylor County Board of Commissioners. All service complaints should be recorded and reported by the CTC to the LCB.

1.7 Formal Grievance: A written complaint to document any concerns or an unresolved service complaint regarding the operation or administration of TD services by the CTC, DOPA, or LCB.

1.8 Administrative Hearing Process: Chapter 120, Florida Statutes.

1.9 Ombudsman Program: A toll-free telephone number established and administered by the Commission for the Transportation Disadvantaged to enable persons to access information and/or file complaints/grievances regarding transportation services provided under the coordinated effort of the Community Transportation Coordinator.

SECTION 2. OBJECTIVES

2.1 The objective of the grievance process shall be to investigate process and make recommendations, in a timely manner on formal written complaints/grievances that are not resolved between the CTC and/or individual agencies contracted by the CTC and the customer. It is not the objective of the grievance process to "adjudicate" or have "determinative" powers.

2.2 The CTC, and its service operation and other subcontractors must post the contact person's name and telephone number in each vehicle regarding the reporting of complaints.

2.3 All documents pertaining to the grievance process will be made available, upon request, in a format accessible to persons with disabilities.

2.4 A written copy of the grievance procedure shall be available to anyone upon request.

2.5 Apart from this grievance process, aggrieved parties with proper standing may also have recourse through Chapter 120, Florida Statutes Administrative Hearing Process or the judicial court system.

SECTION 3. COMPOSITION OF GRIEVANCE COMMITTEE AND TERMS

3.1 The Taylor County Local Coordinating Board shall appoint at least five (5) of its voting members to the Grievance Committee.

3.2 Members shall be appointed by the Chairperson of the LCB.

3.3 The Grievance Committee shall include one representative of users/clients.

3.4 The Chairperson of the LCB reserves the right to make reappointments should any conflict of interest arise.

3.5 The Planning Grant Manager or his/her designee shall also serve on the Grievance Committee.

3.6 Members of the Grievance Committee shall be appointed for a two (2) year term. Term limits of the grievance committee shall coincide with term limits of the Local Coordinating Board.

3.7 A member of the Grievance Committee may be removed for cause and/or conflict of interest by the LCB Chairperson who appointed him/her. Vacancies on the committee shall be filled in the same manner as the original appointment. The appointment to fill a vacancy shall only be for the remainder of the unexpired term being filled.

3.8 The Grievance Committee shall elect a Chairperson and Vice Chairperson. The Chair and Vice Chair shall serve for a one (1) year term but may serve consecutive terms.

3.9 A quorum of three (3) voting members shall be required for official action by the grievance committee. Meetings shall be held at such times as the necessitated by formally filed grievances.

SECTION 4: GRIEVANCE PROCESS

4.1 Grievance procedures will be those as specified by the Local Coordinating Board, developed from guidelines of the Commission for the Transportation Disadvantaged, and approved by the LCB as set forth below. The grievance procedures are for the purpose of fact-finding and not exercising adjudicative powers. It should be understood that these procedures are for the purpose of "hearing", advising" and "making recommendations" on issues related to service delivery and administration of the transportation disadvantaged program in the Taylor County service area.

4.2 Apart from the grievance procedures outlined below, aggrieved parties with proper standing may also have recourse through Chapter 120, Florida Statutes Administrative Hearing Process, the judicial court system, the Commission for the Transportation Disadvantaged, or if they are a Medicaid client, they may request a Medicaid Fair Hearing.

4.3 Service Complaints. All service complaints should be recorded and reported by the Community Transportation Coordinator (CTC) to the Local Coordinating Board. The CTC should also include statistics on service complaints. Service complaints may include but not be limited to:

a. Late trips (late pick up or drop off)
b. No show by transportation operation
c. No show by client/rider
d. Client/rider behavior
e. Driver behavior
f. Passenger comfort/discomfort
g. Service refusal (refusing service to rider without an explanation as to why
h. Unsafe driving
i. Others as deemed appropriate by the Local Coordinating Board

4.4 Formal Grievance. The client/rider, in their formal complaint, should demonstrate or establish their concerns as clearly as possible. The formal grievance process shall be open to addressing concerns by any person or agency including but not limited to: purchasing agencies, users, and potential users, private for- profit operators, private non-profit operators, the Community Transportation Coordinator, the Designated Official Planning Agency, elected officials and drivers. Formal grievances may include but are not limited to:

a. Recurring or unresolved service complaints
b. Violations of specific laws governing the provisions of the TD Services (i.e., Chapter 427, F.S., Rule 41-2 FAC and accompanying documents, Sunshine Law and ADA)
c. Denial of service
d. Suspension of service
e. Unresolved safety issues
f. Contract disputes
g. Coordination of disputes
h. Bidding disputes
i. Agency compliance
j. Conflicts of interest
k. Misuse of funds
l. Billing and/or account procedures
m. Others as deemed appropriate by the Local Coordinating Board

4.5 All formal grievances filed must be written and contain the following:

a. Name and address of the client/rider
b. A statement of the grounds for the grievance and supporting documentation, made in a clear and concise manner. This shall include efforts made by the client taken to resolve the issue.

c. An explanation of the relief desired by the client.

If the client does not supply the above information to substantiate the grievance, no further action shall be taken.

4.6 Step One: The customer shall first contact the Community Transportation Coordinator (CTC) and the entity which they have a complaint. The customer may also contact the Commission for the Transportation Disadvantaged Ombudsman representative at 1-800-983-2435. The CTC will attempt to mediate and resolve the grievance.

4.7 Step Two: If mediation with the Coordinator is not successful, the CTC or the client may file an official complaint with the Planning Grant Manager or their designee of the Designated Official Planning Agency. (Taylor County Board of Commissioners is the DOPA)

4.8 Step Three: The Planning Grant Manager or their designee on behalf of the DOPA will make every effort to resolve the grievance by arranging a meeting between the involved parties in an attempt to assist them in reaching an amicable resolution. The meeting shall take place within seven (7) working days of receipt of all evidence regarding the grievance. The representative of the DOPA shall prepare a report regarding the meeting outcome. The report shall be sent to the client and the Chair of the Grievance Committee with seven (7) working days of the meeting.

4.9 Step Four: If the representative of the DOPA is unsuccessful at resolving the grievance through the process outlined in 4.8 above, the customer may request, in writing, that their grievance be heard by the Grievance Committee. This request shall be made within seven (7) working days of receipt of the report prepared as a result of the mediation meeting under Step Three (4.8) and sent to the DOPA represented by the Local Coordinating Board (LCB) Chairman.

4.10 Step Five: Upon receipt of the written request for the grievance to be heard by the Grievance Committee, the LCB Chairman shall have fifteen (15) working days to contact Grievance Committee members and set up a grievance hearing date and location. The client and all parties involved shall be notified of the hearing date and location at least seven (7) working days prior to the hearing date by certified mail, return receipt requested.

4.11 Step Six: Upon conclusion of the hearing, the Grievance Committee must submit a written report of the hearing proceedings to the LCB Chairperson within ten (10) working days. The report must outline the grievance and the Grievance Committee's findings and recommendations. If the grievance is resolved through the hearing process in the above outlined steps, the grievance process will end. The final report will be forwarded to the members of the LCB.

4.12 Step Seven: If the grievance has not been resolved as outlined in the above steps, the client may request, in writing, that their grievance be heard by the full LCB. This request must be made in writing and sent to the LCB Chairman within five (5) working days of

receipt of the Grievance Committee Hearing report. The client may make their request for a hearing before the LCB immediately following the Grievance Committee hearing, however until the final report is prepared from that meeting; the time frames established for notification of meeting herein apply.

4.13 Step Eight: The DOPA/ LCB Chairman shall have fifteen (15) working days to set a meeting date. LCB members shall have at least ten (10) working days notice of such meeting. The meeting shall be advertised as so appropriate in the news media and/or other mandated publications. The Grievance Committee's report must be received by the DOPA/ LCB Chairman within seven (7) working days of the hearing. The report shall then be forwarded to the client, members of the Grievance Committee, members of the Local Coordinating Board and all other persons/agencies directly involved in the grievance process.

4.14 Step Nine: The result/recommendations of the Local Coordinating Board hearing shall be outlined in a final report to be completed within seven (7) working days of the hearing. The report shall then be forwarded to the customer, members of the Local Coordinating Board, and all other persons/agencies directly involved in the grievance process.

If the grievance has not been resolved as outlined in these grievance procedures, the client/rider may exercise their adjudicative rights, use the Administrative Hearing Process outlined in Chapter 120, Florida Statutes, or request their grievance be heard by the Commission for the Transportation Disadvantaged through the Ombudsman Program established herein and the Commissions Grievance Process outlined in Section 5.

SECTION 5: COMMISSION FOR THE TRANSPORTATION DISADVANTAGED GRIEVANCE PROCESS

5.1 If the Local Coordinating Board does not resolve the grievance, the client will be informed of his/her right to file a formal grievance with the Commission for the Transportation Disadvantaged. The client may begin this process by contacting the Commission through the established Helpline at 1-800-983-2425 or by mail to: Florida Commission for the Transportation Disadvantaged, 605 Suwannee Street MS-49, Tallahassee, FL 32399-0450 or by email at www.dot.state.fl.us/ctd. Upon request of the client, the Commission will provide the client with an accessible copy of the Commission's Grievance Procedures.

5.2 If the Commission is unable to resolve the grievance, the client will be referred to the Office Of Administrative Appeals or other legal venues appropriate to the specific nature of the Grievance.

All of the steps outlined in Section 4 and Section 5 (1) and (2) must be attempted in the listed order before a grievance will move to the next step. The client should be sure to try and have as many details as possible when filing a complaint, such as dates, times, names, vehicle numbers, etc.

There is an Ombudsman Program, provided by the Commission for the Transportation Disadvantaged, which is available to anyone who requests assistance in resolving complaints/grievances. The Ombudsman Program may be reached through the toll free Helpline at 1-800-983-2425 or by email at www.dot.state.fl.us/ctd. By requesting assistance of the Ombudsman Program in resolving complaints, the complaint will still follow, in order, all of the established steps listed in Steps 4 and 5 above. The Ombudsman will document each complaint and upon the request of the client, file the complaint with the local Coordinator on the client's behalf, to begin the local complaint process. If the client has already filed the grievance locally, and remains unsatisfied, the Ombudsman will assist the customer with the next step in the complaint or grievance process.

The client has the right to file a formal grievance with the Office of Administrative Appeals or other venues appropriate to the specific nature of the complaint.

SECTION 6: MEDICAID GRIEVANCES/COMPLAINT PROCESS

6.1 Definitions

a. Complaint Process- The complaint process is the Commission's and the Subcontractor Transportation Provider's (STP) procedure for addressing Medicaid Beneficiary Complaints, which are expressions of dissatisfaction about any matter other than Action(s) that are resolved at the Point of Contact rather than through filing a formal Grievance.
b. Grievance Process- The Grievance process is the Commission's and the STP's procedure for addressing Medicaid Beneficiary Grievances, which are expressions of dissatisfaction about any matter other than an Action.
c. Appeal Process- The Appeal process is the Commission's and the STP's procedure for addressing Medicaid Beneficiary Appeals which are requests for review of an Action.
d. Medicaid Fair Hearing Process- The Medicaid Fair Hearing process is the administrative process which allows a Medicaid Beneficiary to request the State to reconsider an adverse decision made by the Commission or the STP.

6.2 General Requirements

As set forth herein, the following process constitutes Big Bend Transit Inc./ Taylor County, Subcontractor Transportation Provider (STP)) Medicaid Grievance/Complaint Process.

1. Big Bend Transit, Inc., herein referred to as the STP, must attain written approval of the Medicaid Grievance/Complaint Process prior to implementation.
2. The STP will refer all Medicaid Beneficiaries who are dissatisfied with the STP or its actions to the STP's Grievance/Appeal Coordinator for processing and documentation in accordance with the Medicaid contract and established policies and procedures.
3. The STP shall provide reasonable assistance to Medicaid Beneficiaries in completing forms and other procedural steps, including but not limited to providing interpreter services and toll free numbers with TTY/TDD and interpreter capability.

4. The STP shall acknowledge, in writing, the receipt of a Grievance or request for an Appeal, unless the Medicaid Beneficiary requests an expedited resolution.
5. The STP shall not allow any of the decision makers on a Grievance or Appeal if they were involved in any of the previous levels of review or decision-making when deciding any of the following:
    a. An appeal or denial that is based on lack of medical necessity; and,

    b. A Grievance regarding the denial of an expedited resolution of an Appeal.

6. The Medicaid Beneficiary, and/or Medicaid Beneficiary's representative, shall be allowed an opportunity to examine the Medicaid Beneficiary's case file before and during the Grievance or Appeal process, including all medical records and any other documents and records held by the STP.
7. The Medicaid Beneficiary and/or the Medicaid Beneficiary's representative or the representative of a deceased Medicaid Beneficiary's estate shall be considered as parties to the Grievance/Appeal.
8. The STP shall maintain, and review a record of all Complaints, Grievances, and Appeals in accordance with the terms of the Medicaid contract in order to fulfill the requirements as set forth in this process.
9. The STP shall work with the Commission's Grievance/Appeals Coordinator to resolve all grievance related issues.

    a. The STP shall notify the Medicaid Beneficiary, in writing, using language at, or below a fourth (4th) grade reading level, of any action taken by the STP to deny a Transportation Service request, or limit transportation services in an amount, duration, or scope that is less than requested.
    b. The STP shall provide notice to the Medicaid Beneficiary as set forth below:

        (1) The Action the Recipient has taken or intends to take;
        (2) The reasons for the Action, customized for the circumstances of the Medicaid Beneficiary;
        (3) The Medicaid Beneficiary's or the Health Care Professional's (with written permission of the Medicaid Beneficiary) right to file an Appeal;
        (4) The procedures for filing an appeal;
        (5) The circumstances under which expedited resolution is available and how to request it; and,
        (6) The Medicaid Beneficiary's rights to request that transportation services continue pending the resolution of the appeal, how to request the continuation of transportation services, and the circumstances under which the Medicaid Beneficiary may be required to pay the costs of these services.

    c. The STP must provide the notice of action within the following time frames:

        (1) At least ten (10) calendar days before the date of the action or fifteen (15) calendar days if the notice is sent by surface mail. Five (5) calendar

days if the recipient suspects fraud on the part of the Medicaid Beneficiary).

(2) For denial of the trip request, at the time of any action affecting the trip request.

(3) For standard service authorization decisions that deny or limit transportation services, as quickly as the Medicaid Beneficiary's health condition requires, but no later than fourteen (14) calendar days following receipt of the request for service.

d. If the STP extends the time frame for notification, it must:

(1) Give the Medicaid Beneficiary written notice of the reason for the extension and inform the Medicaid Beneficiary of the right to file a grievance if the Medicaid Beneficiary disagrees with the recipients decision to extend the time frame; and,

(2) Carry out it's determination as quickly as the Medicaid Beneficiary's health condition requires, but in no case later than the date upon which the fourteen (14) calendar day extension period expires.

e. If the STP fails to reach a decision within the time frame described above, the Medicaid Beneficiary can consider such failure on the part of the STP a denial therefore, an action adverse to the Medicaid Beneficiary.

f. For expedited Service Authorization decisions, within three (3) business days (with the possibility of a fourteen (14) calendar day extension).

6.3 The Complaint Process

1. A Medicaid Beneficiary may file a Complaint, or a representative of the Medicaid Beneficiary, acting on behalf of the Medicaid Beneficiary and with the Medicaid Beneficiary's written consent, may file a complaint.

2. General Duties

a. The STP must:

(1) Resolve each complaint within fifteen (15) business days from the day the STP received the initial complaint, be it oral or in writing.

(a) The STP may extend the complaint resolution time frame by up to ten (10) business days if the Medicaid Beneficiary request an extension, or the Recipient/Subcontractor documents that there is a need for additional information and that the delay is in the Medicaid Beneficiary's best interest.

(b) If the STP requests the extension, the Recipient/Subcontractor must give the Medicaid Beneficiary written notice for the delay.

(2) Notify the Medicaid Beneficiary, in writing witin five (5) business days of the resolution of the complaint if the Medicaid Beneficiary is not satisfied with the STP's resolution. The notice of disposition shall include the results and date of the resolution of the complaint, and shall include:

(a) A notice of the right to request a grievance or appeal, whichever is the most appropriate to the nature of the objection; and,
(b) Information necessary to allow the Medicaid Beneficiary to request a Medicaid Fair Hearing, of appropriate; including the contact information necessary to pursue a Medicaid Fair Hearing (see Medicaid Fair Hearing System Section).

(3) The STP shall provide the Commission with a report detailing the total number of complaints received, pursuant to reporting requirements of the contract with the Commission.
(4) The STP nor any other transportation providers shall take any punitive action against a physician or other health care provider who files a complaint on behalf of a Medicaid Beneficiary, or supports a Medicaid Beneficiary's complaint.

b. Filing Requirements

(1) The Medicaid Beneficiary or a representative of the Medicaid Beneficiary, acting on behalf of the Medicaid Beneficiary and with the Medicaid Beneficiary's written consent, must file a complaint within fifteen (15) calendar days after the date of occurrence that initiated the complaint.
(2) The Medicaid Beneficiary or his/her representative may file a complaint either orally or in writing. The Medicaid Beneficiary or his/her representative may follow up an oral request with a written request; however the timeframe for resolution begins the date the STP receives an oral request.

C. The Grievance Process

1. The Medicaid Beneficiary may file a grievance, or a representative of the Medicaid Beneficiary, acting on behalf of the Medicaid Beneficiary and with the Medicaid Beneficiary's written consent, may file a grievance.

2. General Duties

a. The STP must:

(1) Resolve each grievance within ninety (90) calendar days from the day the STP received the initial grievance request, be it oral or in writing;

(2) Notify the Medicaid Beneficiary, in writing, within thirty (3) calendar days of the resolution of the grievance. The notice of disposition shall include the results and date of the resolution or the grievance, and for decisions not wholly in the Medicaid beneficiary's favor, the notice of disposition shall include:

(a) Notice of the right to request a Medicaid Fair Hearing, if applicable; and,

(b) Information necessary to allow the Medicaid Beneficiary to request a Medicaid Fair Hearing, including the contact information necessary to pursue a Medicaid Fair Hearing (see Medicaid Fair Hearing System Section below):

(3) Provide the Commission with a copy of the written notice of disposition upon request;

(4) The STP nor any other transportation provider shall take punitive action against a physician or other health care provider who files a grievance on behalf of a Medicaid Beneficiary, or supports a Medicaid Beneficiary's grievance; and,

(5) Provide the Commission with a report detailing the total number of Grievances received, pursuant to the Reporting Requirements Section of these procedures.

b. The STP may extend the Grievance resolution time frame by up to fourteen (14) calendar days if the Medicaid Beneficiary requests an extension, or the STP documents that there is a need for additional information and that the delay is in the Medicaid Beneficiary's best interest.

1. If the STP requests the extension, the STP must give the Medicaid Beneficiary written notice of the reason for the delay.

Filing Requirements

(6) The Medicaid Beneficiary or provider must file a grievance within one (1) year after the date of occurrence that initiated the grievance.
(7) The Medicaid Beneficiary or provider may file a grievance either orally or in writing. The Medicaid Beneficiary may follow up an oral request with a written request, however, the time frame for resolution begins the date the STP receives the oral request.

D. The Appeal Process

1. A Medicaid Beneficiary may file an appeal, or a representative of the Medicaid Beneficiary acting on behalf of the Medicaid Beneficiary and with the Medicaid Beneficiary's written consent, may file an appeal.

2. General Duties

a. The STP shall:

(1) Confirm in writing all oral inquiries seeking an appeal, unless the Medicaid Beneficiary or provider request an expedited resolution;
(2) If the resolution is in favor of the Medicaid Beneficiary, provide the services as quickly as the Medicaid Beneficiary's health condition requires;
(3) Provide the Medicaid Beneficiary or provider with a reasonable opportunity to present evidence and allegations of fact or law, in person and/or in writing;
(4) Allow the Medicaid Beneficiary, and/or the Medicaid Beneficiary's representative, an opportunity, before and during the appeal process, to examine the Medicaid Beneficiary's case file, including all documents and records;
(5) Consider the Medicaid Beneficiary, the Medicaid Beneficiary's representative or the representative of a deceased Medicaid Beneficiary's estate as parties to the appeal;
(6) Continue the Medicaid Beneficiary's transportation services if:

(a) The Medicaid Beneficiary files the appeal in a timely manner, meaning on or before the later of the following:

(i) Within ten (10) business days of the date on the notice of action (add five (5) business days if the notice is sent via surface mail; or,
(ii) The intended effective date of the STP's proposed action.

(b) The appeal involves the termination, suspension, or reduction of a previously authorized transportation service;
(c) The transportation was for a Medicaid compensable service ordered;

(d) The authorization period has not expired; and/or
(e) The Medicaid Beneficiary requests extension of transportation services

(7) Provide written notice of the resolution of the appeal, including the results and date of the resolution within two (2) business days after the resolution. For decision not wholly in the Medicaid Beneficiary's favor, the notice of resolution shall include:

(a) Notice of the right to request a Medicaid Fair Hearing;
(b) Information about how to request a Medicaid Fair Hearing, including the Department of Children and Family Services (DCF) address necessary for pursuing a Medicaid Fair Hearing, as set forth in the Medicaid Fair Hearing Section, below;
(c) Notice of the right to continue to receive transportation services pending a Medicaid Fair Hearing;
(d) Information about how to request the continuation of transportation services; and
(e) Notice that if the STP's action is upheld in a Medicaid Fair Hearing, the Medicaid Beneficiary may be liable for the cost of any continued transportation services

(8) Provide the Commission with a copy of the written notice of disposition upon request;

(9) The STP nor any other transportation providers shall take any punitive action against a physician or other health care provider who files an appeal on behalf of a Medicaid Beneficiary or supports a Medicaid Beneficiary's appeal; and,

(10) Provide the Commission with a report detailing the total number of appeals received, pursuant to reporting requirements of this process.

b. If the STP continues or reinstates the Medicaid Beneficiary's transportation services while the appeal is pending, the STP must continue providing the transportation services until one (1) of the following occurs:

(1) The Medicaid Beneficiary withdraws the appeal;

(2) Ten (10) business days pass from the date of the STP's notice of resolution of the appeal if the resolution is adverse to the Medicaid Beneficiary and if the Medicaid Beneficiary has not requested a Medicaid Fair Hearing with continuation of transportation services until a Medicaid Fair Hearing decision is reached;

(3) The Medicaid Fair Hearing panel's decision is adverse to the Medicaid Beneficiary; or,

(4) The authorization to provide services expires, or the Medicaid Beneficiary meets the authorized service limits.

c. If the final resolution of the appeal is adverse to the Medicaid Beneficiary, the STP may recover the cost of the services furnished from the Medicaid Beneficiary while the appeal was pending, to the extent that the STP furnished the services solely because of the requirements of the section.

d. If the STP did not furnish services while the appeal was pending and the appeal panel reverses the STP's decision to deny, limit or delay services, the STP must pay for disputed services in accordance with State policy and regulations.

e. If the STP furnished services while the appeal was pending and the appeal panel reverses the STP's decision to deny, limit or delay services, the STP must pay for disputed services in accordance with State policy and regulations.

3. Filing Requirements

a. The Medicaid Beneficiary or his/her representative must file an appeal within thirty (30) calendar days of receipt of the notice of the STP's action.

b. The Medicaid Beneficiary may file an appeal either orally or in writing. If the filing is oral, the Medicaid Beneficiary must also file a written, signed appeal within thirty (30) calendar days of the oral filing. The STP shall notify the requesting party that it must file the written request within ten (10) business days after receipt of the oral request. For oral filings, time frames for resolution of the appeal begin on the date the STP receives the oral filing.

c. The STP shall resolve each appeal within State-established time frames not to exceed forty-five (45) calendar days from the day the STP received the initial appeal request, whether oral or in writing.

d. If the resolution is in favor of the Medicaid Beneficiary, the STP shall provide the services as quickly as the Medicaid Beneficiary's health condition requires.

e. The STP may extend the resolution time frames by up to fourteen (14) calendar days if the Medicaid Beneficiary requests an extension, or the STP documents that there is a need for additional information and that the delay is in the Medicaid Beneficiary's best interest.

(1) If the STP requests the extension, the STP must give the Medicaid Beneficiary written notice of reason for the delay.

(2) The STP must provide written notice of the extension to the Medicaid Beneficiary within five (5) business days of determining the need for an extension.

4. Expedited Process

a. The STP shall establish and maintain an expedited review process for appeals when the STP determines, the Medicaid Beneficiary requests or the provider indicates (in making the request on the Medicaid Beneficiary's behalf or supporting the Medicaid Beneficiary's request) that taking the time for a standard resolution could seriously jeopardize the Medicaid Beneficiary's life, health or ability to attain, maintain or regain maximum function.

b. The Medicaid Beneficiary may file an expedited appeal either orally or in writing. No additional written follow-up in the part if the Medicaid Beneficiary is required for an oral request for and expedited appeal.

c. The STP must:

(1) Inform the Medicaid Beneficiary of the limited time available for the Medicaid Beneficiary to present evidence and allegation of act or law, in person and in writing;

(2) Resolve each expedited appeal and provide notice to the Medicaid Beneficiary, as quickly as the Medicaid Beneficiary's health condition requires, within State established time frames not to exceed seventy-two (72) hours after the Recipient/Subcontractor receives the appeal request, whether the appeal was made orally or in writing;

(3) Provide written notice of the resolution in accordance with the appeal process section, of the expedited appeal to the Medicaid Beneficiary;

(4) Make reasonable efforts to provide oral notice of disposition to the Medicaid Beneficiary immediately after the appeal panel renders a decision; and,

(5) The STP nor any transportation provider shall take any punitive action against a physician or other health care provider who request and expedited resolution on the Medicaid Beneficiary's behalf or supports a Medicaid Beneficiary's request for expedited resolution of an appeal.

a. If the STP denies a request for an expedited resolution of appeal, the STP must:

(1) Transfer the appeal to the standard time frame of no longer than forty-five (45) calendar days from the day the

recipient/subcontractor received the request for appeal (with a possible fourteen (14) day extension);

(2) Make all reasonable efforts to provide immediate oral notification of the recipients/subcontractor's denial for expedited resolution of the appeal;

(3) Provide written notice of the denial of the expedited appeal within two (2) days; and,

(4) Fulfill all requirements set forth in the appeal process section above.

E. Medicaid Fair Hearing Process

(1) As set forth in Rule 65-2.042, FAC, the Recipient's/Subcontractor's grievance procedure and appeal and grievance process shall state that the Medicaid Beneficiary has the right to request a Medicaid Fair Hearing, in addition to, and at the same time as, pursuing resolution through the Recipient's/Subcontractor's grievance and appeal process.

a. A physician or other healthcare provider must have a Medicaid Beneficiary's written consent before requesting a Medicaid Fair Hearing on behalf of a Medicaid Beneficiary.

b. The parties to a Medicaid Fair Hearing include the STP, as well as the Medicaid, his/her representative or the representative of a deceased Medicaid Beneficiary's estate.

(2) Filing Requirements

a. The Medicaid Beneficiary may request a Medicaid Fair hearing within ninety (90) days of the date of the notice of the STP's resolution of the Medicaid Beneficiary's grievance/appeal by contacting Florida Department of Children and Family Services (DCF) at:

The Office of Public Assistance Appeal Hearings
1317 Winewood Boulevard
Tallahassee, Florida 32399-0700
850-488-1429

(3) General Duties

a. The STP must:

1) Continue the Medicaid beneficiary's transportation services the Medicaid Fair Hearing is pending if;

a. The Medicaid Beneficiary filed for the Medicaid Fair Hearing in a timely manner, meaning on or before the later of the following;

(i) Within ten (10) business days of the date on the notice of action (add five (5) business days if the notice is sent via surface mail);

(ii) The intended effective date of the STP's proposed action.

b. The Medicaid Fair Hearing involves the termination, suspension, or reduction of a previously authorized course of treatment;

c. The authorization period has not expired; and/or,

d. The Medicaid Beneficiary requests extension of transportation services.

2) The STP nor any Transportation Provider shall take any punitive action against a physician, Transportation Provider, or other health care provider who requests a Medicaid Fair Hearing on a Medicaid Beneficiary's request for a Medicaid Fair Hearing.

a. If the STP continues or reinstates Medicaid Beneficiary Transportation Services while the Medicaid Fair Housing is pending, the STP must continue said Transportation Services until one (1) of the following occurs:

(1) The Medicaid Beneficiary withdraws the request for a Medicaid Fair Hearing:

(2) Ten (10) business Days pass from the date of the STP's notice of resolution of the Appeal if the resolution is adverse to the Medicaid Beneficiary and the Medicaid

Beneficiary has not requested a Medicaid Fair Hearing with continuation of Transportation Services until a Medicaid Fair Hearing decision is reached (add five (5) business days if the Recipient/Subcontractor sends the notice of Action by surface Mail);

(3) The Medicaid Fair Hearing officer renders a decision that is adverse to the Medicaid Beneficiary ; and/or,

(4) The Medicaid Beneficiary's authorization expires or the Medicaid Beneficiary reaches his/her authorized service limits.

(5) If the final resolution of the Medicaid Fair Hearing is adverse to the Medicaid Beneficiary, the STP may recover the costs of the services furnished while the Medicaid Fair Hearing was pending, to the extent that the STP furnished said services solely because of the requirements of this Section.

(6) If the STP did not furnish services while the Medicaid Fair Hearing was pending, and the Medicaid Fair Hearing resolution reverses the STP's decision to deny, limit or delay services, the STP must pay for the disputed services in accordance with State policy and regulations.

Grievance Procedures Process Chart

Type	Time Frame to File	Provide Transportation Services During Review	Time Frame to Resolve	Extension Time Frame	Time Frame to Send Notification of Resolution	Next Step (if any)
Complaint	Ninety (90) days from the date of the incident that precipitated the complaint.	Yes	Fifteen (15) business days.	Ten (10) business days.	Five (5) business days from the date of the complaint.	File a grievance.
Grievance	Ninety (90) calendar days from the date of the action that precipitated.	Yes	Ninety (90) calendar days.	Fourteen (14) calendar Days.	Thirty (30) calendar days from the date of the resolution of the grievance.	Medicaid Fair Hearing.

LIST OF NAMES AND ADDRESSES OF PERSONS/ENTITIES REFERENCED IN GRIEVANCE PROCEDURES

Big Bend Transit, Inc.
P.O. Box 1721
Tallahassee, Florida 32302
Contact: Shawn Mitchell- Transportation Manager
Phone: 850-574-6266

Taylor County Board of Commissioners
201 East Green St.
Perry, Florida 32347
Contact: Jack Brown County Administrator
Phone: 850-838-3500 ext. 107

Service Area Local Coordinating Board Chairperson:
LCB Chairman: Patricia Patterson
Taylor County Board of Commissioners
201 East Green St.
Perry, Florida 32347
Phone: 850-838-3500 ext 107

Taylor County Planning Grant Manager
201 East Green St.
Perry, Florida 32347
Contact: Melody Cox
Phone: 850-838-3553

CERTIFICATION

The undersigned hereby certifies that she is the Chairperson of the Transportation Disadvantaged Local Coordinating Board and that the foregoing is a full, true and correct copy of the Grievance/Complaint Rules and Procedures of this Board as reviewed and adopted on the _____ day of December, 2012

_____
Patricia Patterson, Chairperson
Taylor County Board of Commissioners
Local Coordinating Board for the Transportation Disadvantaged

APPROVED BY THE TAYLOR COUNTY BOARD OF COMMISSIONERS, THE OFFICIAL DESIGNATED PLANNING AGENCY

_____
Pam Feagle, Chairman
Taylor County Board of Commissioners

December 18, 2012
Date

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TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	Board to review and approve By Laws for 2013 for the Local Coordinating Board for the Transportation Disadvantaged .
MEETING DATE REQUESTED:	December 18, 2012

Statement of Issue: Board to review and approve the By Laws for 2013 for the Local Coordinating Board (LCB) for the Transportation Disadvantaged.

Recommended Action: Approve LCB By Laws for 2013.

Budgeted Expense: Not Applicable.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The terms of the Transportation Disadvantaged Planning Grant require the Local Coordinating Board for the Transportation Disadvantaged to maintain By Laws and update them on a annual basis. No changes were made to the previously approved By Laws other then the Board Chairperson. The agencies and groups represented on the LCB are a requirement of the Florida Commission for the Transportation Disadvantaged. The Local Coordinating Board for the Transportation Disadvantaged approved the By Laws December 6, 2012.

Attachments: 2013 By Laws for the LCB.

TAYLOR COUNTY TRANSPORTATION DISADVANTAGED LOCAL COORDINATING BOARD BY-LAWS 2013

OUR MISSION: To insure the availability of efficient, cost-effective and quality transportation services for transportation disadvantaged persons in a respectful manner.

Section 1: Preamble

The following sets forth the bylaws which shall serve to guide the proper functioning of the Taylor County Transportation Disadvantaged Local Coordinating Board. The intent is to provide procedures and policies for fulfilling the requirements of Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code (FAC), and subsequent laws setting forth requirements for the coordination of transportation services to the transportation disadvantaged.

Section II: Name and Purpose of Board

A. **Name.** The name of the Coordinating Board shall be the **Taylor County Transportation Disadvantaged Local Coordinating Board (LCB),** hereinafter referred to as the Board.
B. **Purpose.** The purpose of the Board is to identify local service needs, assist in planning local needs, and provide information, advice and direction to the Community Transportation Coordinator (CTC) on the provision of services to the transportation disadvantaged.

Section III: Membership, Appointment, Term of Office, and Termination of Membership

A. **Voting Members.** In accordance with Chapter 427.0157, Florida Statutes, all members of the Board shall be appointed by and/or approval of the Taylor County Board of Commissioners.

The following agencies or groups shall be represented on the Board as voting members

1. A County Commissioner or other elected official from service area.
2. A local representative from the Florida Department of Transportation.
3. A local representative from the Florida Department of Children and Family Services.
4. A person over sixty (60) years of age representing the elderly in the county.
5. A person recommended by the local Veterans Service Officer representing the Veteran's in the county.

6. A local representative for children at risk.
7. A local representative from the Florida Department of Elder Affairs.
8. A representative of the Florida Agency for Health Care Administration.
9. A representative of the Regional Workforce Development Board.
10. A representative of the local medical community (local health department, hospitals, assisted living facilities, etc.)
11. A person with a disability representing the disabled of the county.
12. A representative of the Public Education Community which could include but not be limited to, a representative of the local School Board, Headstart, or school transportation services.
13. A local representative of the Florida Division of Vocational Rehabilitation or the Division of Blind Services representing the Department of Education
14. A person representing the economically disadvantaged in the county.
15. In areas where they exist, a designee of the local Mass Transit or Public Transit System except in cases where they are also the Community Transportation Coordinator. (This is not applicable in Taylor County.)
16. Two citizen advocate representatives in the county, one of whom must be a person who uses the transportation services of the system as their primary means of transportation.
17. An experienced representative of the local private for profit transportation industry. If such a representative is not available, a private non-profit representative will be appointed except if representative is also the Community Transportation Coordinator.

B. Alternate Members. The designated agencies may name one (1) alternate who may vote only in the absence of that member on a one-vote-per-member basis.

C. Non-voting Members. Additional non-voting members may be appointed by the Board of County Commissioners. If an existing transportation board or committee exists, the Board of County Commissioners shall review it's membership and consider appointing some of it's members as non-voting members to the Board if so appropriate.

D. Terms of Appointment. Except for the Chairperson and agency representative, the members of the board shall be appointed for three (3) year terms.

E. Termination of Membership. Any member of the Board may resign at any time by notice in writing to the Chairperson unless otherwise specified in such notice, activities through attendance of scheduled meetings, except for reasons of an unavoidable nature. In each instance of an unavoidable absence, the member should ensure their alternate will attend. The Board of County Commissioners upon recommendation of the planning coordinator under the direction of the Board shall review, and consider rescinding the appointment of any voting member of the Board who fails to attend three (3) consecutive meetings. As required by the Planning Agency Operating Guidelines, the County shall notify

the Florida Commission for the Transportation Disadvantaged if any state agency voting member or their alternate fails to attend three consecutive meetings.

SECTION IV: OFFICERS AND DUTIES

A. **Number.** The officers of the Local Coordinating Board shall be a Chairperson and a Vice-Chairperson.

B. **Chairperson.** The Chairperson shall preside at all meetings, and in the event of his/her absence, or at his/her direction, the Vice-Chairperson shall assume the duties and powers of the Chairperson. The Chairperson will be appointed by the County Board of Commissioners. The Chairperson is responsible for the minutes of the meeting and for all meeting notices and agendas. The Chairperson shall work closely with the Planning Coordinator planning meetings, reviewing required submissions under the terms of the grant contracts, and other meetings or events required for the Local Coordinating Board to be effective and in compliance with the Florida Commission for the Transportation Disadvantaged rules and regulations.

C. **Vice Chairperson**. The Local Coordinating Board shall hold an organizational meeting each year for the purpose of electing a Vice-Chairperson. The Vice-Chairperson shall be elected by a majority vote of a quorum of the members of the Board and voting at the organizational meeting. The Vice-Chairperson shall serve a term of one year starting at the following meeting.

SECTION V: BOARD MEETINGS

A. **Regular Meetings.** The Board shall meet as often as necessary in Order to meet its responsibilities. However, as required by Chapter 427.0157, Florida Statutes, the Board shall meet at least quarterly.

B. **Parliamentary Procedures.** The Local Coordinating Board will conduct business using parliamentary procedures followed by Taylor County Board of Commissioners, Committees and advisory boards appointed by the Board of Commissioners follow procedures as set forth by the Commission

C. **Quorum and Voting.** At all meetings of the Board, the presence in person of a majority of voting members shall be necessary and sufficient to constitute a quorum for the transaction of business. In the absence of a quorum, those present may without notice other than by announcement at the meeting, recess the meeting from time to time, until a quorum may be present. At any such recessed meeting any business may be transaction which might have been at the meeting as originally called. A quorum shall consist of at least 51% of the members. At all meetings of the Board at which a quorum is present, all matters, except as otherwise expressly required by law or these Bylaws, shall be decided by the vote of a majority of the members of the Board present. As required by Chapter

286.012, all Board members, including the Chairperson of the Board must vote on all official actions taken by the Board unless when there appears to be a possible conflict of interest with a member or members of the Board. Prior to the vote being taken, member(s) must publicly state to the Board the nature of his or her interest in the matter on which the vote it taken. Within fifteen days of the vote, the member(s) shall disclose the nature of his or her interest as public record.

D. **Notice of Meetings.** Notices and tentative agendas shall be sent to all Board Members, other interested parties, and the news media at least one week prior to the Board meeting. Such notice shall state the date, time, and the place of the meeting.

SECTION VI: STAFF

A. **General.** The County Commission shall provide the Local Coordinating Board with sufficient staff support and resources to enable the Board to fulfill its responsibilities as set forth in chapter 427.0157 Florida Statutes. These responsibilities include providing sufficient staff to manage and oversee the operations of the Board, assist in scheduling meetings, preparing meeting agenda packets, and other necessary administrative duties as required by the Board within the limit of resources available.

SECTION VII: BOARD DUTIES

A. **Board Duties.** The Local Coordinating Board member duties shall include but not be limited to duties as specified in Chapter 427, Florida Statutes and Rule 41-2. FAC.

1. Maintain official meeting minutes, including an attendance roster, reflecting official action and provide a copy to the State Commission and maintain a copy in the County Planning Coordinators files.
2. Review and approve the Memorandum of Agreement and Transportation Disadvantaged Service Plan.
3. On a continuing basis, evaluate services provided under the approved designated service plan. Annually evaluate the Community Transportation Coordinator's performance in general and relative to the Commission for the Transportation Disadvantaged standards and the current service plan elements. Recommendations in reference to the Community Transportations Coordinator shall include, at a minimum, an evaluation of competition, and cost and availability based on modules contained within the State Commission's Workbook for Community Transportation Coordinators and Providers in Florida.
4. In cooperation with the Coordinator, review and provide recommendations to the State Commission and the Board of County Commissioners on applications for local, state, or federal funds relating to transportation of the transportation disadvantaged in the county to ensure that any

expenditures within the county are provided in the most cost effective and efficient manner.

5. Appoint a Grievance Committee to serve as mediators to process and investigate complaints from agencies, users, potential users of the system, and the Community Transportation Coordinator in the county designated service area. The committee will make recommendations to the Board and address issues in a timely manner. Grievance procedures approved by the Local Coordinating Board and the Board of County Commissioners shall be followed.
6. Review coordination strategies for service provision to the transportation disadvantaged in the county to seek innovative ways to improve cost effectiveness, efficient, safety, hours, and types of service to increase ridership to a broader population. Such strategies should also encourage multi-county and regional transportation service agreements between area coordinators and adjacent counties when it is appropriate and cost effective to do so.
7. Work in conjunction with the Community Transportation Coordinator to develop applications for funding that may become available.
8. Assist the Community Transportation Coordinator in establishing priorities with regard to the recipients of transportation disadvantaged services that are purchased through the Transportation Disadvantaged Trust Fund.
9. Annually review coordination contracts to advise Coordinator whether the continuation of said contract provides the most cost effective and efficient transportation available.
   Annually review all transportation operator contracts as to the effectiveness and efficiency of the transportation operator and recommend approval or disapproval of such contracts to the Coordinator.
10. Annually hold a public hearing for the purpose of receiving input on unmet needs or other issues that relate AOR to local transportation services.
11. Annually review and approve of the Annual Operations Report (AOR) prepared by the Community Transportation Coordinator.
12. Annually approve Actual Expenditure Report (AER) prepared by the Planning Coordinator and Community Transportation Coordinator.

Section VIII: Committees

A. **Committees.** Committees shall be designated by the Chairperson as necessary to investigate and report on specific subject areas of interest to the Local Coordinating Board and to deal with administrative and legislative procedures.

Section IX: Communications With Other Agencies and Entities

A. **General.** The Board of County Commissioners authorizes the Local Coordinating Board to communicate directly with other agencies and entities as

necessary to carry out its duties and responsibilities in accordance with Rule 41-2 FAC.

Section X: Certifications

The undersigned hereby certifies that the Taylor County Board of Commissioners has reviewed and approved a full, true, and correct copy of the By- Laws of the Local Coordinating Board of the Transportation Disadvantaged on the _____day of _____, 2012.

_____
Pam Feagle, Chairwoman
Taylor County Board of Commissioners

The undersigned hereby certified that the Local Coordinating Board has reviewed and approved a full, true, and correct copy of the Bylaws on the _____day of _____, 2012.

_____
Patricia Patterson, Chairwoman
Local Coordinating Board of the
Transportation Disadvantaged.

(3a)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO CONSIDER SETTING DATES FOR TWO PUBLIC HEARINGS TO DISCUSS AND RECEIVE PUBLIC INPUT FOR THE POSSIBLE SUBMISSION OF A GRANT APPLICATION TO THE HAZARD MITIGATION GRANT PROGRAM OPENING FOR TROPICAL STORM DEBBY, AS AGENDAED BY DUSTIN HINKEL, EM DIRECTOR
MEETING DATE REQUESTED:	12/18/12

Statement of Issue: **THE BOARD TO SET DATES FOR PUBLIC INPUT**

Recommended Action: **SET DATES FOR JANUARY 7 AND 22, 2013**

Fiscal Impact: **THE BOARD IS TENTATIVELY APPROVED TO RECEIVE UP TO APPROXIMATELY $77,000 FOR MITIGATION PROJECTS**

Budgeted Expense: **NO**

Submitted By: **DUSTIN HINKEL, EM DIRECTOR**

Contact: **850-838-3500x7**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **THE HAZARD MITIGATION GRANT PROGRAM IS A FEMA PROGRAM AVAILABLE TO ALL JURISDICTIONS THAT INCURRED DAMAGE AND RESPONSE COSTS DURING A DECLARED DISASTER. JURISDICTIONS ARE ALLOCATED A PORTION OF AVAILABLE FUNDS BASED ON THE AMOUNT OF PUBLIC AND INDIVIDUAL ASSISTANCE RECEIVED. THE GRANT WILL FUND 75% OF MITIGATION COSTS.**

Options: **SET DATES**

Attachments:

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO REVIEW AND CONSIDER APPROVAL OF FISCAL YEAR 2012 STATE HOMELAND SECURITY GRANT PROGRAM AGREEMENT, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR
MEETING DATE REQUESTED:	12/18/12

Statement of Issue: **THE BOARD TO APPROVE A GRANT AGREEMENT**

Recommended Action: **APPROVE**

Fiscal Impact: **$10,923.00**

Budgeted Expense: **NO; GRANT IS 100% REIMBURSABLE**

Submitted By: **DUSTIN HINKEL, EM DIRECTOR**

Contact: **850-838-3500x7**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **THE EM DEPARTMENT RELIES ON STATE HOMELAND SECURITY GRANT FUNDS TO FUND PLANNING, TRAINING, AND EXERCISE OPPORTUNITIES FOR THE COUNTY'S EMERGENCY RESPONSE TEAM.**

Options: **APPROVE/DENY**

Attachments: **FY 2012 AGREEMENT**

Contract Number: **13-DS-97- 03-72-01-_____**

CFDA #: **97.067**

FEDERALLY-FUNDED SUBGRANT AGREEMENT

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 Emergency Management, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

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

(1) SCOPE OF WORK.

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties or **October 1, 2012**, whichever is later, and shall end **April 30, 2014**, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

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.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State, Local and Indian

Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five year period expires, and extends beyond the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.

(c) The Recipient shall maintain all records for the Recipient 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 Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends $500,000 or more in Federal awards in its

fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal

awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph 6 (d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than $500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient to:

The Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

http://harvester.census.gov/fac/collect/ddeindex.html

and to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

(f) Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General,

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and 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.

(b) Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information .

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and

other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and 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, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., 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, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient 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.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES.

If an Event of Default occurs, then the Division may, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

(e) Exercise any corrective or remedial actions, to include but not be limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(f) Exercise any other rights or remedies which may be available under law.

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar day's prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division contract manager for this Agreement is:

Ms. Carolyn L. Coleman, MSW
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: (850) 413 -9939
Fax: (850) 922-8689
Email: Carolyn.coleman@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Dustin Hinkel
P.O. Box 620
Perry, FL 32348
Telephone: (850) 838-3500x7
Fax: (850) 838-3501
Email: em.director@taylorcountygov.com

(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 as outlined in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(15) TERMS AND CONDITIONS

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

(16) 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:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes, Regulations and Special Conditions

Attachment C – Justification of Advances

Attachment D – Warranties and Representations

Attachment E – Certification Regarding Debarment

Attachment F – Statement of Assurances

Attachment G – Reimbursement Checklist

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **$10,923.00**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181(16), Fla.Stat., and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12)(b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, any advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which

the request is based and a justification statement shall be included in this Agreement as Attachment C. Attachment C will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph 7 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19)(h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

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 mailed directly to the following address:

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

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or

any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

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

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, 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 a federal department or agency;

2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; 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;

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

4. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment E) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

3. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

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.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name.

Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that it's governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment F.

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

RECIPIENT:

TAYLOR COUNTY EMERGENCY MANAGEMENT

By: _____

Name and Title: ____Pam Feagle, Chair_____

Date: _December 18, 2012_____

FID# __59-6000879_____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Bryan Koon, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient are from more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.

Federal Program

Federal agency: **Domestic Security**

Catalog of Federal Domestic Assistance title and number: **97.067**

Award amount: **$ 10,923.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

NOTE: If the resources awarded to the Recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

List applicable compliance requirements as follows:

1. *First applicable compliance requirement (e.g., what activities/services/purposes the federal resources must be used for)*: _ Recipient is to use funding to perform the following eligible activities as identified in the United States Department of Homeland Security, Federal Emergency Management Agency, National Preparedness Directorate Fiscal Year 2012-13 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy.

2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources:* __ Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5) (a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A

Budget and Scope of Work

Proposed Program Budget

- Below is a general budget which outlines eligible categories and their allocation under this award. The Recipient is to utilize the "Proposed Program Budget" as a guide for completing the "Budget Detail Worksheet" below.
- The equipment category will require a "Detailed Budget Worksheet" including the proposed equipment to be purchased and the corresponding Authorized Equipment List (AEL) reference number. The AEL can be found at www.rkb.us.
- The transfer of funds between the categories listed in the "Proposed Program Budget" is permitted. However, the transfer of funds between Issues is strictly prohibited.
- At the discretion of the Recipient, funds allocated to Management and Administration costs (as described in the "Proposed Program Budget") may be put towards Programmatic costs instead. However, no more than 3% of each Recipients' total award may be expended on Management and Administration costs.

Grant	Recipient Agency	Category	Amount Allocated
FY 2012 - State Homeland Security Grant Program – Issue 11	Taylor County Emergency Management	Exercise	$10,923.00
		Management and Administration (the dollar amount which corresponds to 3% of the total local agency allocation is shown in the column on the right).	
Total Award			$10,923.00

Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the grant manager listed in this agreement via email or letter.

FY2012 Taylor Co EM Issue 11 Budget Detail Worksheet– Eligible Activities				
Allowable Exercise Costs	Quantity	Unit Cost	Total Cost	Issue Number
Design, Develop, Conduct and Evaluate an Exercise				
Exercise Planning Workshop - Grant funds may be used to plan and conduct an Exercise Planning Workshop to include costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel and exercise plan development.				
Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed.	1	$10,923	$10,923	11
Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises				
Implementation of HSEEP				
Activities to achieve exercises inclusive of people with disabilities				
Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s). These costs must be in accordance with state law as highlighted in the *OJP Financial Guide*. States must also follow state regulations regarding travel. If a state or territory does not have a travel policy they must follow federal guidelines and rates, as explained in the *OJP Financial Guide*. For further information on federal law pertaining to travel costs please refer to http://www.ojp.usdoj.gov/FinGuide.				
Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).				
Other Items - These costs include the rental of space/locations for exercise planning and conduct, exercise signs, badges, etc.				
Eligible Management and Administration Costs	**Quantity**	**Unit Cost**	**Total Cost**	**Issue Number**

Hiring of full-time or part-time staff or contractors/consultants: - To assist with the management of the respective grant program - To assist with application requirements of the grant program - To assist with the compliancy with reporting and data collection as it may relate to the grant program				
Development of operating plans for information collection and processing necessary to respond to DHS/ODP data calls.				
Costs associate with achieving emergency management that is inclusive of the access and functional needs of workers and citizens with disabilities.				
Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above their normal scheduled daily or weekly worked time in the performance of FEMA – approved activities. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the state or unit(s) of local government and has the approval of the state or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 pm to 5:00 pm), even though such work may benefit both activities. Fringe benefits on overtime hours are limited to Federal Insurance Contributions Act (FICA), Workers' Compensation and Unemployment Compensation.				
Travel expenses				
Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the *OJP Financial Guide* at http://www.ojp.usdoj.gov/FinGuide).				
Acquisition of authorized office equipment, including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.				
The following are allowable only within the contract period: - Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc. - Leasing and/or renting of space for newly hired personnel to administer programs within the grant program.				

B. Scope of Work

Funding is provided to perform eligible activities as identified in the Domestic Homeland Security –Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2012 State Homeland Security Grant Program (SHSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

I. Issue and Project Description

Issue 11 – Local Planning, Training and Exercise: This project will allow counties to execute an exercise plan that will test the knowledge, skills and abilities of personnel, organizations and the public/private partnerships and ensure that personnel involved in Emergency Operation Center operations/on-site incident management have and continue to receive appropriate training to fulfill their role as required by the National Response Framework.

II. Categories and Eligible Activities

FY2012 allowable costs are divided into the following categories: **planning, training, exercises, management and administration cost** are allowable cost. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.

A. Planning

Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities.

Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:

- Implementing the *National Preparedness Guidelines(NPG)* and the Whole community approach to Security and Emergency Management
- Pre-event recovery planning
- Implementing the *National Infrastructure Protection Plan (NIPP)*and associated Sector Specific Plans
- Enhancing and implementing Statewide Communication Interoperability Plans (SCIP) and Tactical Interoperable Communications Plans (TICP) that align with the goals, objectives, and initiatives of the *National Emergency Communications Plan* (NECP)
- Costs associated with the adoption, implementation, and adherence to NIMS compliance requirements, including implementing the NIMS National Credentialing Framework
- Modifying existing incident management and EOPs to ensure proper alignment with the National Response Framework (NRF) coordinating structures, processes, and protocols
- Establishing or enhancing mutual aid agreements
- Developing communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIMS Integration Center (NIC)
- Designing State and local geospatial data systems
- Developing and conducting public education and outreach campaigns, including promoting individual, family, and organizational emergency preparedness; alerts and warnings education; promoting training, exercise, and volunteer opportunities; informing the public about emergency plans, evacuation routes as well as CBRNE prevention awareness
- Designing programs to address targeting at-risk populations and engaging them in emergency management planning efforts
- Activities, materials, service, tools and equipment to achieve planning, protection, mitigation, response and recovery that is inclusive of people with disabilities (physical, programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities)
- Preparing materials for State Preparedness Reports (SPRs)
- WHTI implementation activities including the issuance of WHTI-compliant tribal identification cards

Developing related terrorism prevention activities including:

- Developing THIRA that reflects a representative make up and composition of jurisdiction
- Developing initiatives that directly support local efforts to understand, recognize, prepare for, prevent, mitigate, and respond to pre-operational activity and other crimes that are precursors or indicators of terrorist activity, in accordance with civil rights/civil liberties protections
- Developing law enforcement prevention activities, to include establishing and/or enhancing a fusion center
- Hiring an IT specialist to plan, develop, and implement the IT applications necessary for a fusion center
- Developing and planning for information/intelligence sharing groups
- Integrating and coordinating fire service, emergency management, public health care, public safety, and health security data-gathering (threats to human and animal health) within State and Major Urban Area fusion centers to achieve early warning and mitigation of health events

- Integrating and coordinating private sector participation with fusion center activities
- Acquiring systems allowing connectivity to State, local, tribal, territorial, and Federal data networks, such as the National Crime Information Center (NCIC) and Integrated Automated Fingerprint Identification System (IAFIS), as appropriate
- Planning to enhance security during heightened alerts, terrorist incidents, and/or during mitigation and recovery
- Multi-discipline preparation across first responder community, including EMS for response to catastrophic events and acts of terrorism
- Accessible public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, and web postings coordinated through local Citizen Corps Councils or their equivalent
- Conducting public education campaigns including promoting suspicious activity reporting and preparedness; individual, family, and organizational emergency preparedness; promoting the *Ready* campaign; and/or creating State, regional, or local emergency preparedness efforts that build upon the *Ready* campaign
- Evaluating Critical Infrastructure Protection (CIP) security equipment and/or personnel requirements to protect and secure sites
- CIP cost assessments, including resources (e.g., financial, personnel) required for security enhancements/deployments
- Multi-Jurisdiction Bombing Prevention Plans (MJBPP)
- Underwater Terrorist Protection Plans

Developing and enhancing plans and protocols, including but not limited to:

- Community-based planning to advance "whole community" security and emergency management
- Incorporating government/non-governmental collaboration, citizen preparedness, and volunteer participation into State and local government homeland strategies, policies, guidance, plans, and evaluations
- Developing, enhancing, maintaining a current EOP that conforms to the guidelines outlined in the CPG 101 v.2
- Developing or enhancing local, regional, or Statewide strategic or tactical interoperable emergency communications plans
- Activities associated with a conversion from wideband to narrowband voice channels to support interoperability
- Implementing Statewide Communications Interoperability Plan (SCIP) and Tactical Interoperable Communications Plans (TICPs) that align with the goals, objectives, and initiatives of the National Emergency Communications Plan (NECP)
- Developing protocols or standard operating procedures for specialized teams to incorporate the use of equipment acquired through this grant program
- Developing terrorism prevention/protection plans
- Developing plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Developing plans for mass evacuation and pre-positioning equipment
- Developing or enhancing plans for responding to mass casualty incidents caused by any hazards
- Developing or enhancing applicable procedures and operational guides to implement the response actions within the local plan including patient tracking that addresses identifying and tracking children, access and functional needs population, and the elderly and keeping families intact where possible
- Developing or enhancing border security plans
- Developing or enhancing cyber security and risk mitigation plans
- Developing or enhancing secondary health screening protocols at major points of entry (e.g., air, rail, port)
- Developing or enhancing cyber risk mitigation plans
- Developing or enhancing agriculture/food security risk mitigation, response, and recovery plans
- Developing public/private sector partnership emergency response, assessment, and resource sharing plans
- Developing or enhancing plans to engage and interface with, and to increase the capacity of, private sector/non-governmental entities working to meet the human service response and recovery needs of survivors
- Developing or updating local or regional communications plans
- Developing plans to support and assist jurisdictions, such as port authorities and rail and mass transit agencies
- Developing or enhancing continuity of operations and continuity of government plans
- Developing or enhancing existing catastrophic incident response and recovery plans to include and integrate Federal assets provided under the NRF
- Developing plans and response procedures for validating and responding to an alarm from a chemical or biological detector (response procedures should include emergency response procedures integrating local first responders)
- Developing or enhancing evacuation plans
- Developing mechanisms for utilizing the National Emergency Family Registry and Locator System (NEFRLS)
- Developing or enhancing plans to prepare for surge capacity of volunteers
- Developing or enhancing the State emergency medical services systems
- Developing or enhancing plans for donations and volunteer management and the engagement/integration of private sector/non-governmental entities in preparedness, response, and recovery activities
- Developing or enhancing Bombing Prevention Plans
- Developing school preparedness plans
- Developing preparedness plans for child congregate care facilities, including group residential facilities, juvenile detention facilities, and public/private child care facilities
- Ensuring jurisdiction EOPs adequately address warnings, emergency public information, evacuation, sheltering, mass care, resource management from non-governmental sources, unaffiliated volunteer and donations management, and volunteer resource integration to support each Emergency Support Function, to include appropriate considerations for integrating activities, materials, services, tools and equipment to achieve planning inclusive of people with disabilities (physical,

programmatic and communications access for people with physical, sensory, mental health, intellectual and cognitive disabilities). Developing and implementing civil rights, civil liberties, and privacy policies, procedures, and protocols
- Designing and developing State, local, tribal, and territorial geospatial data systems
- Developing and implementing statewide electronic patient care reporting systems compliant with the National Emergency Medical Services Information System (NEMSIS)
- Costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities

Developing or conducting assessments, including but not limited to:

- Developing pre-event recovery plans
- Conducting point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conducting or updating interoperable emergency communications capabilities assessments at the local, regional, or Statewide level
- Developing, implementing, and reviewing Area Maritime Security Plans for ports, waterways, and coastal areas
- Updating and refining threat matrices
- Conducting cyber risk and vulnerability assessments
- Conducting assessments and exercising existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and State resources
- Conducting Bombing Prevention Capability Analysis
- Activities that directly support the identification of specific catastrophic incident priority response and recovery projected needs across disciplines (e.g., law enforcement, fire, EMS, public health, behavioral health, public works, agriculture, information technology, and citizen preparedness)
- Activities that directly support the identification of pre-designated temporary housing sites
- Conducting community assessments, surveys, and research of vulnerabilities and resource needs, to determine how to meet needs and build effective and tailored strategies for educating individuals conducting assessments of the extent to which compliance with the integration mandate of disability laws is being achieved
- Soft target security planning (e.g., public gatherings)

Identify resources for medical supplies necessary to support children during an emergency, including pharmaceuticals and pediatric-sized equipment on which first responders and medical providers are trained

Ensuring subject matter experts, durable medical equipment, consumable medical supplies and other resources required to assist children and adults with disabilities to maintain health, safety and usual level of independence in general population environments

Developing and implementing a community preparedness strategy for the State/local jurisdiction

Establishing, expanding, and maintaining volunteer programs and volunteer recruitment efforts that support disaster preparedness strategy for the State/local jurisdiction

- Citizen support for emergency responders is critical through year-round volunteer programs and as surge capacity in disaster response, including but not limited to: citizen Corps Affiliate Programs and Organizations, Community Emergency Response Team (CERT), Fire Corps, Medical Reserve Corps (MRC), Neighborhood Watch/UASonWatch, volunteers in Police Service (VIPS), and jurisdiction specific volunteer efforts

Establishing and sustaining Citizen Corps Councils or their equivalent

Working with youth-serving organizations to develop and sustain a youth preparedness program

B. Training

Allowable training-related costs include, but are not limited to, the following:

- **Developing, Delivering, and Evaluating Training** – Includes costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, disability accommodations and equipment. Training should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any training gaps, including those for children and individuals with disabilities or access and functional needs is allowable (e.g., sign language interpreters, communication Access Realtime Translation [CART] and other modifications of policies and practices to fully include participants with disabilities). Stakeholders are also encouraged to leverage existing training provided via educational/professional facilities and to incorporate non-traditional methodologies such as the internet, distance learning, or home study whenever such delivery supports training objectives. Pilot courses and innovative approaches to training citizens and instructors are encouraged.

- Training that promotes individual, family, or community safety and preparedness is encouraged, including: all-hazards safety training such as emergency preparedness, basic first aid, life saving skills, crime prevention and

terrorism awareness, school preparedness, public health issues, mitigation/property damage prevention, safety in the home, light search and rescue skills, principles of NIMS/ICS, volunteer management and volunteer activities, serving and integrating people with disabilities, pet care preparedness, CPR/AED training, identity theft workshops, terrorism awareness seminars, and disability-inclusive community preparedness conferences. The delivery of the CERT Basic Training Course and supplement training for CERT members who have completed the basic training, the CERT Train-the-Trainer Course, and the CERT Program Manager Course are strongly encouraged.

- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of attendance at FEMA and/or approved training courses and programs, are allowable. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- **Travel** – Costs (e.g., airfare, mileage, per diem, hotel) are allowable as expenses by employees who are on travel status for official business related to approved training.

- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Payment of salaries and fringe benefits to full or part-time staff or contractors/consultants must be in accordance with the policies of the State or unit(s) of local government and have the approval of the State or awarding agency, whichever is applicable. Such costs must be included within the funding allowed for program management personnel expenses. In no case is dual compensation allowable.

- **Certification/Recertification of Instructors** – States are encouraged to follow the NTE Instructor Quality Assurance Program to ensure a minimum level of competency and corresponding levels of evaluation of student learning. This is particularly important for those courses that involve training of trainers. This information is contained in Information Bulletin #193, issued October 20, 2005. Additional information can be obtained at *http://www.fema.gov/good_guidance/download/10146*.

- **Other Items** – These costs include the rental of equipment and other expenses used specifically for exercises, costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

Unauthorized training-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- The purchase of food is not permissible under this grant , subject to prior approval of the Department of Financial Services, explicitly authorized by 2 CFR, Part 225, Appendix B. While this is an allowable purchase by DHS, please note that FDEM adheres to Florida Statues, which are more stringent than federal guidance. Such expenditures are restricted to the rates specified for Class C meals in Section 112.061, Florida Statutes.

C. Exercises

Allowable exercise-related costs include:

- **Funds Used to Design, Develop, Conduct, and Evaluate an Exercise** – Includes costs related to planning, meeting space and other meeting costs, facilitation costs, materials and supplies, travel, and documentation. Grantees are encouraged to use government or free public space/locations/facilities, whenever available, prior to the rental of space/locations/facilities. Exercises should provide the opportunity to demonstrate and validate skills learned, as well as to identify any gaps in these skills. Any exercise or exercise gaps, including those for children and individuals with disabilities or access and functional needs, should be identified in the AAR/IP and addressed in the exercise cycle.

- **Hiring of Full or Part-Time Staff or Contractors/Consultants** – Full or part-time staff may be hired to support exercise-related activities. Such costs must be included within the funding allowed for program management personnel expenses.

- The applicant's formal written procurement policy or 44 CFR 13.36 – whichever is more stringent – must be followed.

- **Overtime and Backfill** – The entire amount of overtime costs, including payments related to backfilling personnel, which are the direct result of time spent on the design, development, and conduct of exercises are allowable expenses. These costs are allowed only to the extent the payment for such services is in accordance with the policies of the State or unit(s) of local government and has the approval of the State or the awarding agency, whichever is applicable. In no case is dual compensation allowable. That is, an employee of a unit of government may not receive compensation

from their unit or agency of government AND from an award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both activities.

- **Travel** – Travel costs are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of exercise project(s) or HSEEP programmatic requirements as described in the HSEEP website (e.g., Improvement Plan Workshops, Training and Exercise Plan).

- **Supplies** – Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).

- **Disability Accommodations** – Materials, services, tools and equipment for exercising inclusive of people with disabilities (physical, programmatic and communications access for people with physical sensory, mental health, intellectual and cognitive disabilities).

- **Other Items** – These costs include the rental of equipment and other expenses used specifically for exercises, costs associated with inclusive practices and the provision of reasonable accommodations and modifications to provide full access for children and adults with disabilities.

Unauthorized exercise-related costs include:

- Reimbursement for the maintenance and/or wear and tear costs of general use vehicles (e.g., construction vehicles) medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
- Equipment that is purchased for permanent installation and/or use, beyond the scope of exercise conduct (e.g., electronic messaging signs).
- The purchase of food is not permissible under this grant, subject to prior approval of the Department of Financial Services, explicitly authorized by 2 CFR, Part 225, Appendix B. While this is an allowable purchase by DHS, please note that FDEM adheres to Florida Statues, which are more stringent than federal guidance. Such expenditures are restricted to the rates specified for Class C meals in Section 112.061, Florida Statutes.

Exercise Requirements

Training and Exercise Plan Workshop. States and Urban Areas are required to conduct an annual Training and Exercise Plan Workshop (TEPW). A Multi-year Training and Exercise Plan must be developed from the workshops on an annual basis and submitted to the States respective Exercise Program point of contact. The State Exercise Program point of contact should submit a copy of the State and Urban Area plans to hseep@dhs.gov.

The Training and Exercise Plan will include the State's prioritized capability requirements and a Multi-Year Training and Exercise Plan (schedule) that supports the identified capabilities. In addition to submission of the Multi-Year Training and Exercise Plan to hseep@dhs.gov, all scheduled training and exercises should be entered into the HSEEP National Exercise Scheduling (NEXUS) System, located in the HSEEP Toolkit on the HSEEP website https://hseep.dhs.gov.

States must complete a cycle of exercise activities during the period of this grant. Exercises conducted by States and Ur\ban Areas may be used to fulfill similar exercise requirements required by other grants programs. To this end, grantees are encouraged to invite representatives/planners involved with other federally-mandated or private exercise activities. States and Urban areas are encouraged to share, at a minimum, the multi-year training and exercises schedule with those departments, agencies, and organizations included in the plan.

- **Exercise Scenarios.** The scenarios used in HSGP-funded exercises must be based on the State/Urban Area's Homeland Security Strategy and plans. Acceptable scenarios for SHSP and UASI exercises include: chemical, biological, radiological, nuclear, explosive, cyber, agricultural and natural or technological disasters.

  The scenarios used in HSGP-funded exercises must focus on validating existing capabilities and must be large enough in scope and size to exercise multiple tasks and warrant involvement from multiple jurisdictions and disciplines and nongovernmental organizations and take into account the needs and requirements for individuals with disabilities. Exercise scenarios should align with objectives and capabilities identified in the Multiyear Training and Exercise Plan.

- **Special Event Planning.** If a State or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit) the special event planning should be considered as a training or exercise activity for the purpose of the Multi-year Training and Exercise Plan. The State or Urban Area should plan to use SHSP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control. States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the Multi-year Training and Exercise Plan.

- **Exercise Evaluation and Improvement.** Exercises should evaluate performance of the objectives and capabilities required to respond to the exercise scenario. Guidance related to exercise evaluation and improvement planning is defined in the HSEEP located at https://hssep.dhs.gov.

- **Self-sustaining Exercise Programs.** States are expected to develop a self-sustaining exercise program. A self-sustaining exercise program is one that is successfully able to implement, maintain, and oversee the Multi-Year Training and Exercise Plan, including the development and delivery of HSGP-funded exercises. The program must utilize a multi-disciplinary approach to the development and delivery of exercises, and build upon existing plans, training, and equipment.

- **Role of Non-Governmental Entities in Exercises.** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from nongovernmental entities should be included in the planning, conduct, and evaluation of an exercise. State, local, tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, volunteer, and other non-governmental organizations. Non-governmental participation in exercises should be coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies. The scenarios used in HSGP-funded exercises must focus on validating existing capabilities, must comply with and be large enough in scope and size to exercise multiple activities and warrant involvement from multiple jurisdictions and disciplines and non-governmental organizations, and take into account the needs and requirements for individuals with disabilities.

D. **Management and Administration** - no more than 3% of each sub-recipient's total award may be expended on Management and Administration costs.

Hiring of full-time or part-time staff or contractors/consultants:
- To assist with the management of the respective grant program
- To assist with application requirements
- To assist with the compliancy with reporting and data collection requirements

Development of operating plans for information collection and processing necessary to respond to FEMA data calls

Overtime costs - Overtime are allowable for personnel to participate in information, investigative, and intelligence sharing activities specifically related to homeland security and specifically requested by a Federal agency. Allowable costs are limited to overtime associated with federally requested participation in eligible fusion activities including anti-terrorism task forces, Joint Terrorism Task Forces (JTTFs), Area Maritime Security Committees (as required by *Maritime Transportation Security Act of 2002),* DHS Border Enforcement Security Task Forces, and Integrated Border Enforcement Teams. Grant funding can only be used in proportion to the Federal man-hour estimate, and only after funding for these activities from other Federal sources (i.e. FBI JTTF payments to State and local agencies) has been exhausted. Under no circumstances should DHS grant funding be used to pay for costs already supported by funding from another Federal source.

Operational overtime costs. In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism, operational overtime costs are allowable for increased security measures at critical infrastructure sites. FY 2012 SHSP or IASI funds for organizational costs may be used to support select operational expenses associated with increased security measures at critical infrastructures sites in the following authorized categories:
- Backfill and overtime expenses (as defined in FOA) for staffing State or Major Urban Area fusion centers;
- Hiring of contracted security for critical infrastructure sites;
- Public safety overtime (as defined in FOA)
- Title 21 or State Active Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package); and
- Increased border security activities in coordination with CPB, as outlined in Information Bulletin 135.

FY 2012 SHSP funds may only be spent for operational overtime costs upon prior approval provided in writing by the FEMA Administrator.

Travel expenses

Meeting-related expenses (For a complete list of allowable meeting-related expenses, please review the OJP Financial Guide at http://www.ojp.usdoj.gov/FinGuide).

Acquisition of authorized office equipment, including:
- Personal computers
- Laptop computers
- Printers
- LCD projectors, and

- Other equipment or software which may be required to support the implementation of the homeland security strategy

The following are allowable only within the period of performance of the contract:

- Recurring fees/charges associated with certain equipment, such as cell phones, faxes, etc.
- Leasing and/or renting of space for newly hired personnel during the period of performance of the grant program

E. Unauthorized Expenditures

- Activities unrelated to the completion and implementation of the grant program
- Other items not in accordance with the Authorized Equipment List or previously listed as allowable costs
- Funding may not be used to supplant ongoing, routine public safety activities of state and local emergency responders, and may not be used to hire staff for operational activities or backfill. Funds cannot not replace (supplant) funds that have been appropriated for the same purpose.

F. Construction and Renovation

Project construction using SHSP and UASI funds may not exceed the greater of $1,000,000 or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction.

Written approval must be provided by FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, including communications towers, at the time of application, grantees are highly encouraged to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits and documents, and to have completed as many steps as possible for a successful EHP review in support of their proposal for funding (e.g., completing the FCC's Section 06 review process for tower construction projects; coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects). Projects for which the grantee believes and Environmental Assessment (EA) may be needed, as defined in 44 CFR 10.8 and 10.9, must also be identified to the FEMA Program Analyst within six (6) months of the award and completed EHP review packets must be submitted no later than 12 months before the end of the Period of Performance. EHP review packets should be sent by the SAA to FEMA for review.

FEMA is legally required to consider the potential impacts of all HSGP projects on environmental resources and historic properties. Grantees must comply with all applicable environmental planning and historic preservation (EHP) laws, regulations, and Executive Orders (EOs) in order to draw down their FY 2012 HSGP grant funds. To avoid unnecessary delays in starting a project, grantees are encouraged to pay close attention to the reporting requirements for an EHP review. For more information on FEMA's EHP requirements please refer to Bulletins 329 and 345 (http://www.fema.gov/government/grant/bulletins/indes.shtm).

FY 2012 HSGP Program grantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Grant recipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor wage determinations, is available from the following website: http://www.dol.gov/compliance/laws/comp-dbra.htm.

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects must be submitted to FEMA for EHP review. Per the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009 (Public Law 110-329)*, communications towers are not subject to the$1,000,000 construction and renovation cap.*

Approval Process:

In order for grantees to drawdown funds for construction and renovation costs, the grantee must provide the Division with:

- A description of the asset or facility, asset location, whether the infrastructure is publicly or privately owned, and the construction or renovation project;
- Certification that a facility vulnerability assessment has been conducted
- An outline addressing how the construction or renovation project will address the identified vulnerabilities from the assessment
- Consequences of not implementing the construction or renovation project
- Any additional information requested by FEMA to ensure compliance with Federal environmental and historic preservation requirements

Additional information may also be found on the FEMA's website located at *http://www.fema.gov/plan/ehp/.*

Note: Written approval must be provided by FEMA prior to the use of any funds for construction or renovation.

G. Overtime and Backfill Guidance

Personnel (SHSP and UASI) – Personnel hiring, overtime, and backfill expenses are permitted under this grant in order to perform allowable FY 2012 HSGP planning, training, exercise, and equipment activities. A personnel cost cap of up to 50

percent (50%) of the total SHSP and UASI program funds may be used for personnel and personnel-related activities as directed by the *Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act* (Public Law 110-412). Grantees who wish to seek a waiver from the personnel cost cap must provide documentation explaining why the cap should be waived; waiver requests will be considered only under extreme circumstances. In general, the use of SHSP and UASI funding to pay for staff and/or contractor regular time or overtime/backfill is considered a personnel cost.

For further details, please refer to Information Bulletin 358.

FY 2012 HSGP funds may not be used to support the hiring of any personnel for the purposes of fulfilling traditional public health and safety duties or to supplant traditional public health and safety positions and responsibilities.

Definitions for hiring, overtime, and backfill-related overtime, and supplanting remain unchanged from FY 2011 HSGP.

H. National Incident Management System (NIMS) Compliance

HSPD-5, "*Management of Domestic Incidents*," mandated the creation of NIMS and the National Response Plan (NRP). NIMS provides a consistent framework for entities at all jurisdictional levels to work together to manage domestic incidents, regardless of cause, size, or complexity. To promote interoperability and compatibility among Federal, State, local, and tribal capabilities, NIMS includes a core set of guidelines, standards, and protocols for command and management, preparedness, resource management, communications and information management, supporting technologies, and management and maintenance of NIMS. The NRP, using the template established by NIMS, is an all-discipline, all-hazards plan that provides the structure and mechanisms to coordinate operations for evolving or potential Incidents of National Significance, which are major events that "require a coordinated and effective response by an appropriate combination of Federal, State, local, tribal, private sector, and nongovernmental entities."
The NIMS Integration Center (NIC) recommends **38 NIMS Compliance Objectives** for nongovernmental organizations that support NIMS implementation. These activities closely parallel the implementation activities that have been required of State, territorial, tribal, and local governments since 2004 and can be found at www.fema.gov/pdf/emergency/nims/ngo_fs.pdf. To integrate nonprofit organizations into the broader national preparedness effort, DHS encourages grantees to consider pursuing these recommended activities.
Additionally, nongovernmental organizations grantees and sub-grantees will be required to meet certain NIMS compliance requirements. This includes all emergency preparedness, response, and/or security personnel in the organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant must complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction. In addition, IS-800.a NRP: An Introduction, Incident Command System (ICS-100), Incident Command System (ICS-200), Intermediate Incident Command System (G-300), and Advanced Incident Command System (G-400) are also recommended. For additional guidance on NIMS training, please refer to http://www.fema.gov/emergency/nims/nims_training.shtm.
Additional information about NIMS implementation and resources for achieving compliance are available through the NIMS Integration Center (NIC), at http://www.fema.gov/emergency/nims/.

III. Reporting Requirements

1. Quarterly Programmatic Reporting:
The Quarterly Programmatic Report is due within 30 days after the end of the reporting periods (March 30, June 30, September 30 and December 30) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements will be withheld until the Recipient's reporting is current.
- If a report goes 2 consecutive quarters without Recipient providing information in the narrative portion of the Quarterly Status Report, Report will be denied until narrative is provided, also financial reimbursements will be withheld until the required information has been submitted.

Programmatic Reporting Schedule

Reporting Period	Report due to DEM no later than
January 1 through March 31	April 30
April 1 through June 30	July 31
July 1 through September 30	October 31
October 1 through December 31	January 31

2. Programmatic Reporting-BSIR

Biannual Strategic Implementation Report:
After the end of each reporting period, for the life of the contract unless directed otherwise, the SAA will complete the Biannual Strategic Implementation Report in the Grants Reporting Tool (GRT) https://www.reporting.odp.dhs.gov. The reporting periods are January 1-June 30 and July 1-December 31. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

3. Reimbursement Requests:
A request for reimbursement may be sent to your grant manager for review and approval at anytime during the contract period. The Recipient should include the category's corresponding line item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line item number is to be included for every dollar amount listed in the "Detail of Claims" form.

4. Close-out Programmatic Reporting:
The Close-out Report is due to the Florida Division of Emergency Management no later than 60 calendar days after the agreement is either completed or the agreement has expired.

5. Monitoring:

Florida Division of Emergency Management
US Department of Homeland Security Grants Program
Grant Monitoring Process

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Florida Division of Emergency Management (FDEM) has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable SHSGP grant guidance and statutory regulations. The monitoring process is designed to assess a recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring is the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring is the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during this process.

Desk monitoring is the review of projects, financial activity and technical assistance between FDEM and the applicant via e-mail and telephone. On-Site Monitoring are actual visits to the recipient agencies by a Division representative who examines records, procedures and equipment.

Frequency of annual monitoring activity:
Each year the FDEM will conduct monitoring for up to 50% of their sub-grantees. It is important to note that although a given grant has been closed, it is still subject to either desk or on-site monitoring for a five year period following closure.

Areas that will be examined include:
Management and administrative procedures;
Grant folder maintenance;
Equipment accountability and sub-hand receipt procedures;
Program for obsolescence;
Status of equipment purchases;
Status of training for purchased equipment;
Status and number of response trainings conducted to include number trained;
Status and number of exercises;

Status of planning activity;
Anticipated projected completion;
Difficulties encountered in completing projects;
Agency NIMS/ICS compliance documentation;
Equal Employment Opportunity (EEO Status);
Procurement Policy

FDEM may request additional monitoring/information if the activity, or lack there of, generates questions from the region, the sponsoring agency or FDEM leadership. The method of gathering this information will be determined on a case-by-case basis.

Desk monitoring is an on-going process. Recipients will be required to participate in desk top monitoring on an annual basis and as determined by the FDEM. This contact will provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the FDEM determines that a recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency will be notified by the program office via email. Information will include the grant recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA will be referred to the FDEM for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-Site Monitoring will be conducted by the FDEM or designated personnel. On-site Monitoring visits will be scheduled in advance with the recipient agency POC designated in the grant agreement.

The FDEM will also conduct coordinated financial and grant file monitoring. These monitoring visits will be coordinated with the capability review visits. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

All findings related to the capability review will be documented and maintained within the FDEM.

On-site Monitoring Protocol

On-site Monitoring Visits will begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial and programmatic on-site monitoring checklist to assist in the completion of all required tasks.

Site Visit Preparation

A letter will be sent to the recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date.

The appointment should be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

On-Site Monitoring Visit

Once FDEM personnel have arrived at the site, an orientation conference will be conducted. During this time, the purpose of the site visit and the items FDEM intends to examine will be identified. If financial monitoring visit will be conducted, they will then explain their objectives and will proceed to perform the financial review.

FDEM personnel will review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment will be conducted.

Each item should be visually inspected whenever possible. Bigger items (computers, response vehicles, etc.) should have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per recipient agency requirements. The serial number should correspond with the appropriate receipt to confirm purchase. Photographs should be taken of the equipment (large capitol expenditures in excess of $1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation must be provided to account for that particular piece of equipment. Once the tour/visual/spot inspection of equipment has been completed, the FDEM personnel will then conduct an exit conference with the grantee to review the findings.

Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

Post Monitoring Visit

FDEM personnel will review the on-site monitoring review worksheets and backup documentation as a team and discuss the events of the on-site monitoring.

Within 30 calendar days of the site visit, a monitoring report will be generated and sent to the grantee explaining any issues and corrective actions required or recommendations. Should no issues or findings be identified, a monitoring report to that effect will be generated and sent to the grantee. The grantee will submit a Corrective Action Plan within a timeframe as determined by the FDEM. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub grant Agreement.

The On-Site Monitoring Worksheets, the monitoring report and all back up documentation will then be included in the grantee's file.

A. Programmatic Point of Contact

Contractual Point of Contact	Programmatic Point of Contact
Carolyn Coleman, MSW FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 413-9939 carolyn.coleman@em.myflorida.com	Jana Smith FDEM 2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100 (850) 922-1747 Jana.smith@em.myflorida.com

B. Contractual Responsibilities

- The FDEM shall determine eligibility of projects and approve changes in scope of work.
- The FDEM shall administer the financial processes.

Attachment B

Program Statutes, Regulations and Special Conditions

1) 53 Federal Register 8034
2) 31 U.S.C. §1352
3) Chapter 473, Florida Statutes
4) Chapter 215, Florida Statutes
5) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR Part 66, Common rule
6) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
7) Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975
8) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593
9) Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
10) Title I of the Omnibus Crime Control and Safe Streets Act of 1968,
11) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
12) 28 CFR applicable to grants and cooperative agreements
13) Omnibus Crime Control and Safe Streets Act of 1968, as amended,
14) 42 USC 3789(d), or Victims of Crime Act (as appropriate);
15) Title VI of the Civil Rights Act of 1964, as amended;
16) Section 504 of the Rehabilitation Act of 1973, as amended;
17) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990);
18) Title IX of the Education Amendments of 1972;
19) Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations,
20) 28 CFR Part 42, Subparts C,D,E, and G
21) Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39

Special Conditions

Article I – Financial Guidelines

1. The grantee and any sub grantee shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below:

A. Administrative Requirements

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)
3. 44 CFR Part 10, Environmental Considerations

B. Cost Principles

1. 2 CFR Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 CFR Part 220, Cost Principles for Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. 48 CFR 31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations

C. Audit Requirements

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

Article II – Financial Reports (FDEM Form 1 & 2) Required Quarterly

The recipient shall submit the Financial Report (FDEM Form 1 & 2) within 30 days of the end of the first Federal quarter covering the grant period of performance. The recipient shall submit quarterly reports thereafter until the grant ends and final payment is received. Reports are due on January 31, April 30, July 31 and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future reimbursement requests may be withheld if these reports are delinquent. The Close-Out Report (FDEM Form 5) is due within sixty (60) days after the end date of the performance period.

Article III – Summary Description of Project

The FY 2011 Homeland Security Grant Program (HSGP) funding shall be used for costs related to preparedness activities associated with implementing the State Homeland Security Strategy, any respective Urban Area Security Strategies, and the investments identified during the application period. The HSGP consists of the State Homeland Security Program (SHSP), the Urban Area Security Initiative (UASI), the Citizen Corps Program (CCP), the Metropolitan Medical Response System (MMRS) program, and Operation Stonegarden (OPSG). Together, these programs provide an integrated mechanism to enhance the coordination of National

Priority efforts to prevent, respond to, and recover from terrorist attacks, major disasters and other emergencies.

Article IV – National Environmental Policy Act (NEPA)

The recipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Failure of the recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding. Recipient shall not undertake any project having the potential to impact Environmental or Historical Preservation (EHP) resources without the prior approval of FEMA, including but not limited to communication towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Recipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any construction activities that have been initiated prior to the full EHP review could result in a non-compliance finding. For your convenience, here is the screening form link: (The Screening Form is available at: (www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.doc). For these types of projects, grantees must complete the FEMA EHP Screening Form (OMB Number 1660-0115/FEMA Form 024-0-01) and submit it, will all supporting documentation, to their respective FDEM grant manager for review. Grantees should submit the FEMA EHP Screening Form for each project as soon as possible upon receiving their grant award.

Article V- Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by Florida Division of Emergency Management and Department of Homeland Security.
2. Recipients must give Florida Division of Emergency Management and Department of Homeland Security access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or programs guidance.

3. Recipients must submit timely, complete, and accurate reports to Florida Division of Emergency Management and maintain appropriate back up documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to Florida Division of Emergency Management and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the compliant and findings to Florida Division of Emergency Management which will then be forwarded to DHS Component. The United States has the right to seek judicial enforcement of these obligations.

Article VI – Lobbying Prohibitions

None of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal of any Federal contract, grant, loan, cooperative agreement. These lobbying prohibitions can be found at 31 U.S. C. 1352.

Article VII– Acknowledge of Federal Funding from DHS

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the FY 2012 Homeland Security Grant Program (HSGP) guidance and application kit. Also recipients will comply to acknowledge Federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article VIII – Copyright

Recipients will comply with requirements that publications or other exercise copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing first

data produces under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.

Article IX – Use of DHS Seal, Logo and Flags

Recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likeness of Coast Guard officials.

Article X– Activities Conducted Abroad

Recipients will comply with requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and those appropriate licenses, permits, or approvals are obtained.

Article XI– Fly America Act of 1974

Recipients will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and properly to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the interpretative guidelines issued by the Comptroller General of the united States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article XII– GPD – Drug-Free Workplace Regulations

Recipients will comply with the requirements of the Drug-Free Workplace Act of 1988 (41 U.S.C 707 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statue. Failure to comply with these requirements may be cause for debarment. These regulations are codified at 2 CFR 3001.

Article XIII – Trafficking Victims Protection Act of 2000

Recipients will comply with requirements of the government-wide term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22

U.S.C. 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim in Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. In accordance with the statutory requirement, in each agency award under which the funding is provided to a private entity, Section 106(g) of the TVPA, as amended, required the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a sub-recipient – (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time the award is in effect; or (c) Uses forced labor in the performance of the award or sub-awards under the award. Full text of the award term is provided at 2 CFR 175.15.

Article XIV – Civil Rights Act of 1964

Recipients will comply with the requirements of the title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation, in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article XV – Civil Rights Act of 1968

Recipients will comply with the requirements of Titles VII of the Civil Rights Act, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwelling, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground floor units in buildings without elevators) be designed and constructed with certain accessible features (see 24 CFR 100.201).

Article XVI – American with Disabilities Act of 1990

Recipients will comply with the requirements of Titles I, II, III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of the public entities, public and private transportation systems, places of the public accommodation, and certain testing entities (42 U.S.C. 12101-12213).

Article XVII – Age Discrimination Act of 1975

Recipients will comply the requirements of the Age discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article XVIII – Title IX of the Education Amendments of 1972

Recipients will comply with the requirements Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.) which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 44 CFR Part 19.

Article XIX– Rehabilitation Act of 1973

Recipients will comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to the discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XX – Limited English Proficiency

Recipients will comply with the requirements of Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encounters both in developing budgets and in conducting programs and activities. For assistance and information regarding LEP obligations, go to http://www.lep.gov.

Article XXI– Animal Welfare Act of 1966

Recipients will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. 2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported for commercial sale, or exhibited t the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

Article XXII – Clean Air Act of 1970 and Clean Air Act of 1977

Recipients will comply with the requirements of 42 U.S.C. 7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintain the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

Article XXIII-- Protection of Human Subjects

Recipients will comply with requirements of the Federal regulations at 45 CFR Part 46, which requires recipients to comply with the applicable provisions/law for protection of human subjects for purposes of research. Recipients must also comply with the requirements of DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitutes research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B): prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable state and local law and is not directly regulated by 45 CFR Part 46.

Article XXIV– National Flood Insurance Act of 1968

Recipients will comply with the requirements of Section 1306(c) of the National Flood Insurance Act, as amended, which provided for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waved exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part 663.

Article XXV– Flood Disaster Protection Act of 1973

Recipients will comply with the requirements of the Flood Disaster Act of 1973, as amended (42 U.S.C. 4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United Stated, unless the community participates in the National Flood Insurance Program and flood insurance is purchases within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood prone areas that are eligible for flood insurance are published in the Federal Registry by FEMA.

Article XXVI – Coastal Wetlands Planning, Protection, and Restoration Act of 1990

Recipients will comply with the requirements of Executive Order 1190, which provides that federally funded construction and improvements minimize the destruction, loss or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b) (3) of NEPA (42 U.S.C. 4331(b) (3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other

pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44CFR Part 9.

Article XXVII – USA Patriot Act of 2001

Recipients will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. 175-175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

Attachment C

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT:

Indicate by checking one of the boxes below if you are requesting an advance. If an advance payment is requested, budget data on which the request is based must be submitted. Any advance payment under this Agreement is subject to s. 216.181(16), Florida Statutes. The amount which may be advanced shall not exceed the expected cash needs of the Recipient within the initial three months of the Agreement.

[ ] NO **ADVANCE REQUESTED**

No advance payment is requested. Payment will be solely on a reimbursement basis. No additional information is required.

[ ] ADVANCE **REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

DESCRIPTION		(A) FFY 20__	(B) FFY 20__	(C) FFY 20__	(D) Total
1	INITIAL CONTRACT ALLOCATION				
2	FIRST THREE MONTHS CONTRACT EXPENDITURES[1]				
3	AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

[1] **First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.**

<u>MAXIMUM ADVANCE ALLOWED CALULATION</u>:

_____ X $ _____ = _____

Cell D3 | **DEM Award (Do not include any match)** | **MAXIMUM ADVANCE**

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

[ ] Recipient has no previous DEM/DCA contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.

[ ] Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above.

Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

ESTIMATED EXPENSES

BUDGET CATEGORY	20____-20_____ Anticipated Expenditures for First Three Months of Contract
ADMINISTRATIVE COSTS (Include Secondary Administration.)	
PROGRAM EXPENSES	
TOTAL EXPENSES	

Explanation of Circumstances:

Attachment D

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request for Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Code of conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

_____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment E

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

_____

By: _____ _____

Signature Recipient's Name

_____ _____

Name and Title DEM Contract Number

_____

Street Address

_____

City, State, Zip

_____

Date

Attachment F

Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its sub grantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620

Attachment G

Reimbursement Checklist

Please Note: FDEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.

Equipment

- ☐ 1. Have all invoices been included?
- ☐ 2. Has an AEL # been identified for each purchase?
- ☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ 4. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card company for that statement)
- ☐ 5. If EHP form needed – has copy of it and approval from State/DHS been included?

Planning

Consultants/Contractors (Note: this applies to contractors also billed under *Organization*)

- ☐ 1. Does the amount billed by consultant add up correctly?
- ☐ 2. Has all appropriate documentation to denote hours worked been properly signed?
- ☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- ☐ 4. Has the invoice from consultant/contrator been included?
- ☐ 5. Has proof of payment been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).
- ☐ 6. Has Attachment E (found within Agreement with FDEM) been completed for this consultant and included in the reimbursement package?

Salary Positions (Note: this applies to positions billed under M&A and *Organization* as well)

- ☐ 1. Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)? Has a time period summary sheet been included for total claimed amount?
- ☐ 2. Does the back-up documentation provided match the time period for which reimbursement is being requested?

Training

- ☐ 1. Is the course DHS approved? Is there a course or catalog number? If not, has FDEM approved the non-DHS training? Is supporting documentation included your reimbursement request?
- ☐ 2. Have sign-in sheets, rosters and agenda been provided?
- ☐ 3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ 5. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

Exercise

- ☐ 1. Has documentation been provided on the purpose/objectives of the exercise? Such as, SITMAN/EXPLAN.
- ☐ 2. If exercise has been conducted - has after-action report been included? Have sign-in sheets, agenda, rosters been provided?
- ☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- ☐ 5. Has any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc) in support of the exercise? If so, receipts and proof of payment must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).
- ☐ 6. Has any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment

must be submitted. (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation to include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

Travel/Conferences

☐ 1. Have all receipts been turned in such as: airplane receipts, proof of mileage, toll receipts, hotel receipts, car rental receipts, registration fee receipts and parking receipts? Are these receipts itemized? Do the dates of the receipts match the date(s) of travel/conference? Does the hotel receipt have a zero balance? If applicable, have a travel authorization and travel reimbursement form been included to account for per diem, mileage and other travel expenses which have been reimbursed to the traveler by sub grantee?

☐ 2. If travel is a conference has the conference agenda been included?

☐ 3. Has proof of payment to traveler been included? (E.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or copy of payroll check if reimbursed through payroll).

Organization

☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at EOC, hourly rate and total paid to each attendee? Have print outs from entity's financial system been provided to prove attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

Matching Funds

☐ 1. Contributions are from Non Federal funding sources.

☐ 2. Contributions are from cash or in-kind contributions which may include training investments.

☐ 3. Contributions are not from salary, overtime or other operational costs unrelated to training.

For All Reimbursements - The Final Check

☐ 1. Have Forms 3, 4a, 4b and 4c been completed and included with each request for reimbursement?

☐ 2. Have the costs incurred been charged to the appropriate POETE category?

☐ 3. Does the total on Form 3 match the totals on Forms 4a, 4b and 4c?

☐ 4. Has Form 3 been signed by the Grant Manager?

☐ 5. Has the reimbursement package been entered into sub grantee's records/spreadsheet?

☐ 6. Have the quantity and unit cost been notated on Form 4b?

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE 2013 BOARD CALENDAR
MEETING DATE REQUESTED:	12/18/12

Statement of Issue: **THE BOARD TO APPROVE ITS CALENDAR FOR 2013**

Recommended Action: **DISCUSSION/APPROVE**

Fiscal Impact: **N/A**

Budgeted Expense: **N/A**

Submitted By: **DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR**

Contact: **850-838-3500x7**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: **2013 CALENDAR**

MALCOLM PAGE
District 1

JIM MOODY
District 2

JODY DEVANE
District 3

PAM FEAGLE
District 4

PATRICIA PATTERSON
District 5

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS

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

JACK R. BROWN, 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 Calendar for FY 2013

PROPOSED BOARD MEETING DATES	PROPOSED BOARD WORKSHOP DATES
DEC 18, 2012	No Workshop scheduled for DEC 2012
JAN 7 & 22, 2013	JAN 29, 2013
FEB 4 & 19, 2013	FEB 26, 2013
MAR 4 & 19, 2013	MAR 26, 2013
APR 1 & 16, 2013	APR 23, 2013
MAY 6 & 21, 2013	MAY 28, 2013
JUN 3 & 18, 2013	No Workshop scheduled for JUN 2013
JUL 1 & 16, 2013	JUL 23, 2013
AUG 5 & 20, 2013	AUG 27, 2013
SEP 3 (Tues) & 17, 2013	SEP 24, 2013
OCT 7 & 22, 2013	OCT 29, 2013
NOV 4 & 19 (re-organization), 2013	NOV 26, 2013
DEC 17, 2013	No Workshop scheduled for DEC 2013

HOLIDAYS	DATE OBSERVED:
Christmas Eve & Day	DEC 24 (Mon) & 25 (Tues), 2012
New Years Day	JAN 1 (Tues), 2013
Martin Luther King, Jr. Day	JAN 21 (Mon), 2013
Good Friday	MAR 29 (Fri), 2013
Memorial Day	MAY 27 (Mon), 2013
Independence Day	JUL 4 (Thurs), 2013
Labor Day	SEP 2 (Mon), 2013
Veterans Day	NOV 11 (Mon), 2013
Thanksgiving Holidays 2013	NOV 28 (Thu) & 29 (Fri), 2013
Christmas Eve & Day	DEC 24 (Tues) & December 25 (Wed), 2013

As of December 12, 2012

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO REVIEW, DISCUSS, AND FINALIZE COMMITTEE APPOINTMENTS FOR 2013
MEETING DATE REQUESTED:	12/18/12

Statement of Issue: **THE CHAIR TO FINALIZE HER APPOINTMENTS**

Recommended Action: **DISCUSSION/APPROVE**

Fiscal Impact: **N/A**

Budgeted Expense: **N/A**

Submitted By: **DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR**

Contact: **850-838-3500x7**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **THE CHAIR MUST APPOINT COMMISSIONERS TO THE VARIOUS COMMITTEES THEY ARE ASKED TO SERVE.**

Options:

Attachments: **2012 COMMITTEE ROSTER**

Board Committee Assignments						
Organization	**Meeting Place**	**Time**	**Frequency**	**Contact**	**FY 2013 Assignment**	**FY 2012 Assignment**
Equal Employment Opportunity	Taylor County Commission Boardroom	Varies	Bi-annual	LaTrina Harvey-Freeman (838-3500)		Patterson (District 5)
Florida Association of Counites	Varies (Usually a large County)	Varies	3 Scheduled Meetings FAC Annual (June), Policy (Sept), & Legislative (Nov) Conferences	Chris Holley (850-922-4300)		Patterson (District 5) & Feagle (District 4)
Housing/CDBG	Taylor County Commission Boardroom	Varies	As needed	Melody Cox (838-3553)		Patterson (District 5)
Small County Coalition	Varies (Co-located with FAC)	Varies	Scheduled meetings are Co-located with FAC Meetings	Chris Doolin (850-224-3180)		Patterson (District 5) & Houck (District 3)
Transporation Disadvantaged	Taylor County Commission Boardroom	1:00 PM	Quarterly	Melody Cox (838-3553)		Patterson (District 5)
Aiport Advisory Committee	Airport Boardroom	12:00 PM	Monthly (4th Wednesday)	Melody Cox (838-3553)		Houck (District 3)
Big Bend Water and Sewer Board	BBWA Building, Steinhatchee	6:00 PM	Monthly (4th Thursday)	Mark Reblin (352-498-3576)		Houck (District 3)
Gulf Consortium (RESTORE Act)	Varies (Usually a Gulf Coast County)	Varies	Varies	Chris Holley (850-922-4300)		Houck (District 3) & Feagle (District 4)
Tourist Development Council	Perry-Taylor Chamber of Commerce	12:00 PM	Monthly (2nd Thursday)	Dawn Taylor (584-5366)		Houck (District 3) & Feagle (District 4)
Aucilla Regional Landfill	Aucilla Regional Landfill, Greenville, FL	Varies	Monthly (3rd Monday)	Frank DaRobbie (850-948-4875)		Page (District 1)
Budget and Finance Committee	Taylor County Commission Boardroom	Varies	As needed	Jack Brown (838-3500)		Page (District 1)
Hospital Board	Doctors' Memorial Hospital	6:00 PM	Monthly (Last Tuesday)	Gerri Forbes (584-0885)		Page (District 1)
Suwanee River Economic Council	Live Oak Senior Center	6:00 PM	Quarterly	Frances Terry (386-362-4078)	Page (District 1)	Page (District 1)
North Central Florida Regional Planning Council	Holiday Inn, Lake City, FL	7:30 PM	Monthly (Usually last Thursday of the Month)	Scott Koons (352-955-2200)		Wiggins (District 2)
Three Rivers Regional Library Cooperative	Rotates between Taylor, Dixie, Lafayette, & Gilchrist Counties	7:30 PM	At least Quarterly	Cheryl Pulliam (386-294-3858		Wiggins (District 2)
Taylor County Recreation Advisory Board	Taylor County Commission Boardroom	12:00 PM	Monthly (2nd Tuesday)	Jack Brown (838-3500)		Wiggins (District 2)
Taylor County Development Authority	Historic Perry Station	12:00 PM	Monthly (2nd Monday)	Scott Frederick (584-5627)		Wiggins (District 2)
North Florida Workforce Consortium				Sheryl Rehberg		

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	THE BOARD TO RECEIVE A RETURN OF PREMIUM PAYMENT IN THE AMOUNT OF $25,659.00 FROM THE FLORIDA MUNICIPAL INSURANCE TRUST
MEETING DATE REQUESTED:	12/18/12

Statement of Issue: **THE BOARD TO RECEIVE A PAYMENT**

Recommended Action: **APPROVE**

Fiscal Impact: **$25,659.00**

Budgeted Expense: **N/A; IMPACT IS A REVENUE**

Submitted By: **JACK BROWN, COUNTY ADMINISTRATOR**

Contact: **850-838-3500x7**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: **THE FLORIDA MUNICIPAL INSURANCE TRUST IS RETURNING FUNDS DUE TO THE COUNTY NOT SUSTAINING HURRICANE DAMAGE THIS YEAR.**

Options: **APPROVE/DENY**

Attachments: **CHECK COPY**

FL Municipal Insurance Trust

To: Taylor County Board of County 593

Check Number: 012397

Date: 11/16/2012

Invoice Number	Date	Description	Amount	Discount	Paid Amount
1011 ROP	11/16/2012	10-11 Return of Premium	$25,659.00	$0.00	$25,659.00
		TOTALS:	$25,659.00	$0.00	$25,659.00

FL Municipal Insurance Trust

301 S. Bronough St., Suite 300
P.O. Box 1757
Tallahassee, FL 32303

Capital City Bank
P.O. Box 900
1801 Apalachee Parkway
Tallahassee, FL 32302-0900

012397

63-68/631

Pay Twenty Five Thousand Six Hundred Fifty Nine Dollars and 00 Cents

DATE	AMOUNT
Nov 16, 2012	$25,659.00

To the Order of:

Taylor County Board of County Commissioners
PO Box 620
Perry, FL 32348

Mike Sitting

Lynn S. Tipton

⑈012397⑈ ⑆063100688⑆00326207⑈01

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	The Board to consider authorizing the Chair to sign the contract agreement for professional airport general consulting services with AVCON Inc. as selected by the Board of County Commissioners and as negotiated by the County Administrator.
MEETING DATE REQUESTED:	December 18, 2012

Statement of Issue: AVON Inc. has agreed to the same contract amounts and services that we have had in place since October 2007. We are extremely happy with their services and the contract.

Recommended Action: Approve the contract as negotiated.

Fiscal Impact: Based upon actual work done and primarily paid through grants

Budgeted Item: Yes

Submitted By: Jack R. Brown, County Administrator

Contact: (850) 838-3500, Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: We have a very good working relationship with AVCON INC. They have often researched issues and made recommendations without charging the county anything though strictly by the contract they could bill us for such services. They have proven to be extremely effective in obtaining grants for the airport and providing aviation specific professional services.

Options: Approve/Disapprove

Attachments: Contract

AVCON

AVCON, INC.
ENGINEERS & PLANNERS

320 Bayshore Drive, Suite A
Niceville, Florida 32578
Phone: (850) 678-0050
Fax: (850) 678-0040
www.avconinc.com

2012.148.00-contracts

November 19, 2012

Mr. Jack R. Brown
County Administrator
Taylor County
201 East Green Street
Perry, Florida 32347

Reference: Transmittal of AVCON Agreement
Airport General Consulting Services
Perry Foley Airport

Dear Mr. Brown:

Please find enclosed for your review and execution two (2) signed Agreements for Airport General Consulting Services between the Taylor County Board of County Commissioners and AVCON, INC. Pursuant to our recent discussions, we have maintained the three-year contract time with the possibility of two one-year extensions, similar to our previous agreement with the County. As a result, the enclosed agreement is identical to the agreement used in 2007, with the following exceptions:

- The contract commencement date is established as November 20, 2012;
- The name of the agreement was revised to reflect the title ("Airport General Consulting Services") used in the advertisement;
- A field inspector position has been added to the hourly rates listed in Exhibit 2; all other hourly rates from the 2007 agreement shall remain unchanged.

Tasks to be performed will be authorized under individual task authorizations separately approved by the County and in accordance with the terms and conditions of the general agreement.

With your concurrence, please execute both originals and return one (1) fully-executed original to our office at the address above. We appreciate the opportunity to continue our service for Taylor County at the Perry Foley Airport. Please contact us at your convenience if you have any questions.

Sincerely,

AVCON, INC.

Virgil C. "Lee" Lewis, P.E.
Regional Manager

Enclosure: Two (2) Signed AVCON Airport General Consulting Services Agreements

cc: Ms. Melody Cox - Grants Administrator, Taylor County

AGREEMENT FOR PROFESSIONAL AIRPORT GENERAL CONSULTING SERVICES

between the

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

and

AVCON, INC.

THIS AGREEMENT for professional airport general consulting services (the "Agreement"), is made and entered into as of the 20th day of November, 2012, by and between the **Taylor County Board of County Commissioners**, a public and governmental body existing under and by virtue of the laws of the State of Florida with a business address at 201 East Green Street, Perry, Florida 32347 (hereinafter referred to as "COUNTY"), and **AVCON, INC.**, a Florida corporation with a business address at 5555 East Michigan Street, Suite 200 Orlando, Florida 32822 (hereinafter referred to as "CONSULTANT").

WITNESSETH:

WHEREAS, the COUNTY desires to employ the services of the CONSULTANT to provide professional engineering, planning, design, permitting, and construction management services for the Perry-Foley Airport (40J); and

WHEREAS, the CONSULTANT has stated that it is qualified, willing and able to perform the professional engineering, planning, design, permitting, and construction management services required on the terms and conditions hereinafter set forth; and

WHEREAS, the COUNTY has given public notice of the professional engineering, planning, design, permitting, and construction management services to be considered pursuant to this Agreement, and

WHEREAS, the selection of the CONSULTANT has been made in accordance with the provisions of FAA Advisory Circular 150/5100-14C, 49 CFR Part 18 and the Consultant's Competitive Negotiation Act, Section 287.055, Florida Statutes (1993).

NOW, THEREFORE, in consideration of the mutual premises and covenants herein set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1: BASIC SERVICES

1.1 The Basic Services of the CONSULTANT required under this Agreement by the COUNTY shall be described in separately authorized Task Orders (the "Services"). A sample Task Order is provided in Exhibit 1 attached hereto.

1.2 The CONSULTANT shall provide for the COUNTY the Services described in separately authorized Task Orders, which shall include the Task Description/Scope of Services, Task Schedule, Task Deliverables, and Compensation. Compensation shall be limited to the amount as mutually agreed upon by the CONSULTANT and COUNTY and shall be subject to approval by the Federal Aviation Administration for federally funded work and the Florida Department of Transportation for state-funded work, as applicable. The CONSULTANT's Services will be paid for by the COUNTY for Services under each authorized Task Order as indicated in Article 7 hereof. The CONSULTANT shall, at its own expense, obtain all data and information (other than that referred to in Article 3 hereof) necessary for the performance of its Services.

1.3 The CONSULTANT and the Services rendered by the CONSULTANT shall follow and conform to the Scope of Services and/or special provisions of each Task Order. The CONSULTANT is solely responsible to the COUNTY for correcting errors resulting from the CONSULTANT'S faulty or inaccurate performance.

ARTICLE 2: ADDITIONAL SERVICES OF THE CONSULTANT

If authorized in writing by the COUNTY, the CONSULTANT shall furnish Additional Services pursuant to this Agreement, which are considered by the COUNTY to be beyond the scope of an authorized Task Order. Additional services shall be documented by an additional Task Order and paid for by the COUNTY as indicated in Article 7 hereof.

ARTICLE 3: OBLIGATIONS OF THE COUNTY

3.1 The COUNTY shall, with reasonable promptness, provide to the CONSULTANT available information regarding the requirements of the Services.

3.2 The COUNTY shall make all provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform Services under this Agreement.

3.3 The COUNTY shall give prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT's Services.

3.4 The COUNTY and the COUNTY'S employees, agents, contractors and subcontractors shall promptly report to the CONSULTANT any defects in or problems with the Services being provided hereunder by the CONSULTANT in order to permit the CONSULTANT to take prompt and effective corrective action to remedy the defect and minimize any consequences which may result from such defective work.

3.5 Unless otherwise agreed to in an authorized Task Order under this Agreement, the COUNTY shall obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, right-of-way, and access necessary for the CONSULTANT'S Services or project construction.

3.6 The COUNTY shall examine the CONSULTANT'S studies, reports, sketches, drawings, specifications, proposals, and other documents and shall render in writing decisions required by the COUNTY in a timely manner.

ARTICLE 4: OBLIGATIONS OF THE CONSULTANT

4.1 Standard of Practice: The standard of care applicable to CONSULTANT's Services shall be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time said services are performed and in the same or similar locality.

4.2 Subsurface Investigations: In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect the execution and costs of the authorized Services under this Agreement. These conditions and the execution/cost effects shall not be the responsibility of the CONSULTANT.

The CONSULTANT will conduct the research that in its professional opinion is necessary and will prepare a plan indicating the locations for subsurface penetrations with respect to assumed locations of existing underground improvements. Such services by the CONSULTANT or its subconsultants will be performed in a manner consistent with the ordinary standard of professional care. The COUNTY recognizes, however, that such research may not identify all underground improvements and that the information upon which the CONSULTANT reasonably relies may contain errors or may be incomplete. Therefore, the COUNTY agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the CONSULTANT and anyone for whom the CONSULTANT may be legally liable, for damages to underground improvements resulting from subsurface penetrations in locations established by the CONSULTANT that are based on properly filed and available records of said underground improvements.

4.3 CONSULTANT's Personnel at Construction Site: The presence or duties of the CONSULTANT's personnel at a construction site, whether as onsite representatives or otherwise, shall not make the CONSULTANT or the CONSULTANT'S personnel in any way responsible for those duties that belong to the COUNTY and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.

If and as requested by the COUNTY to perform construction inspection services per an authorized Task Order, the CONSULTANT shall be responsible for observing and inspecting construction activities and reporting to the COUNTY activities observed during construction. The CONSULTANT shall report to the COUNTY in

a timely manner any observed health, safety, and other deficiencies in the work performed by the construction contractor(s) that are inconsistent with the requirements of the construction documents. The CONSULTANT neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this Agreement, construction sites shall include places of manufacture for materials incorporated into the construction work, and construction contractors shall include manufacturers of materials incorporated into the construction work.

4.4 Construction Progress Payments: Recommendations by the CONSULTANT to the COUNTY for periodic construction progress payments to the construction contractor(s) shall be based on the CONSULTANT'S knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations shall not represent that the CONSULTANT has made an examination to ascertain how or for what purpose the construction contractor(s) have used the monies paid; that title to any of the work, materials, or equipment has passed to the COUNTY free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between the COUNTY and the construction contractor(s) that affect the amount that should be paid.

4.5 Record Drawings: Record drawings, if required, will be prepared on the basis of information compiled by the CONSULTANT and information furnished by others and shall represent the location, type of various components, and manner in which the project was finally constructed to the best knowledge, information, and belief of CONSULTANT. Record drawing deliverables shall be limited to the sealed and signed hard copies.

4.6 Asbestos or Hazardous Substances: If asbestos or hazardous substances in any form are encountered or suspected, the CONSULTANT shall stop its own work in the affected portions to permit testing and evaluation. If asbestos or other hazardous substances are suspected, the CONSULTANT shall, if requested, manage testing to determine the extent of the issue, manage the necessary studies to recommend necessary remedial measures, and manage remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated. The COUNTY recognizes that the CONSULTANT assumes no risk and/or liability for a waste or hazardous waste site originated by other than the CONSULTANT.

ARTICLE 5: PERIOD OF SERVICE

5.1 The Services called for hereunder shall be completed in accordance with the respective task schedules as indicated in separately authorized Task Orders. The CONSULTANT shall perform authorized Services under this Agreement with due and reasonable diligence consistent with sound professional practices.

5.2 This Agreement shall remain in effect three (3) years from the date signed, unless sooner terminated as provided in Article 9 herein or extended by mutual agreement in writing. This Agreement may be renewed for an additional one-year period, two consecutive times.

5.3 The CONSULTANT shall give prompt written notice to the COUNTY whenever the CONSULTANT observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT's Services.

ARTICLE 6: REIMBURSABLE EXPENSES DEFINED

6.1 Reimbursable Expenses shall be defined as actual expenses incurred by the CONSULTANT and the CONSULTANT's independent professional associates or consultants, directly and indirectly in connection with the Services, such as expenses for transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls, facsimiles and telegrams; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Services-related items.

6.2 The CONSULTANT shall be compensated by the COUNTY for Reimbursable Expenses when and as identified in an authorized Task Order. The COUNTY's responsibility for providing compensation to the CONSULTANT for Reimbursable Expenses shall be limited to only those Reimbursable Expenses identified and agreed to in an authorized Task Order.

ARTICLE 7: PAYMENTS TO CONSULTANT

7.1 The COUNTY shall pay the CONSULTANT for Basic and Additional Services and Reimbursable Expenses on the basis set forth in Exhibit 2 attached herein and in each separately authorized Task Order.

7.2 The CONSULTANT shall submit monthly invoices to the COUNTY for Services rendered and Reimbursable Expenses incurred since the last monthly statement. Payment shall be made to the CONSULTANT within thirty (30) days following the COUNTY'S receipt of invoice.

7.3 Not Used.

7.4 In the event of a disputed billing, only the disputed portion shall be withheld from payment, and the COUNTY shall pay the undisputed portion. The COUNTY shall exercise reasonableness in disputing any bill or portion thereof.

7.5 If the COUNTY fails to make payment in full within 30 days of the date due for any undisputed billing, the CONSULTANT may, after giving 7 days' written notice to the COUNTY, suspend Services under this Agreement until paid in full.

ARTICLE 8: AUTHORIZED REPRESENTATIVE

8.1 The COUNTY's Authorized Representative for Services under this Agreement is as indicated on each authorized Task Order. All matters and correspondence pertaining to the Services, including submittal of monthly invoices, shall be through the COUNTY's Authorized Representative. The COUNTY's Authorized Representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT in order to avoid unreasonable delay in the orderly and sequential progress of the CONSULTANT's Services.

8.2 The CONSULTANT's Authorized Representative and business address for Services under this Agreement is designated as follows:

Mr. Virgil C. "Lee" Lewis, P.E.
Regional Manager
AVCON, INC.
320 Bayshore Drive
Suite A
Niceville, Florida 32578
Telephone: 850-678-0050; Fax: 850-678-0040

The CONSULTANT's Authorized Representative shall act on behalf of the CONSULTANT on all matters pertaining to the Services under this Agreement. All matters and correspondence to the CONSULTANT pertaining to the Services under this Agreement shall be addressed to the CONSULTANT's Authorized Representative.

8.3 The CONSULTANT's Authorized Representative shall not be changed without the prior written notice to and agreement of the COUNTY.

ARTICLE 9: TERMINATION

9.1 This Agreement may be terminated by either party at any time with or without cause upon giving fourteen (14) calendar days prior written notice. If this Agreement is so terminated, the COUNTY shall within 30 days of termination pay the CONSULTANT for Services satisfactorily completed up to date of termination.

9.2 The COUNTY may suspend work called for in an authorized Task Order for a period not to exceed sixty (60) days. In the event of such suspension, the COUNTY shall pay the CONSULTANT for the work satisfactorily completed up to the date of suspension.

ARTICLE 10: CONSULTANT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Services performed on the basis of a Multiple or Direct Labor Costs, Not-To-Exceed (NTE) fee, or Direct Personnel Expense shall be kept on the basis of generally accepted accounting principals and shall be available to the COUNTY or the COUNTY's representative at mutually convenient times.

ARTICLE 11: USE OF ELECTRONIC DELIVERABLES

11.1 When transferring electronic deliverables, the CONSULTANT 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 CONSULTANT at the beginning of Services provided under this Agreement.

11.2 Hard copies issued to the COUNTY by the CONSULTANT and the information contained within the hard copies shall constitute the formal deliverables under this Agreement. Computer-generated electronic drawing files furnished by the CONSULTANT are for the COUNTY's convenience and any conclusions or information derived or obtained from these files will be at user's sole risk.

ARTICLE 12: INDEMNIFICATION

12.1 The CONSULTANT shall defend, indemnify, and hold the COUNTY and its respective agents, representatives, and employees harmless from suits, actions, claims, demands, judgements, and liabilities (including property damage and bodily injury or death) to the extent resulting from negligent acts, errors, or omissions of the CONSULTANT, its agents or employees, arising from or relating to this Agreement.

12.2 The COUNTY shall defend, indemnify, and hold the CONSULTANT and its respective directors, officers, agents, representatives, and employees harmless from suits, actions, claims, demands, judgements, and liabilities (including property damage and bodily injury or death) to the extent resulting from negligent acts or omissions of the COUNTY, its agents or employees, arising from or relating to this Agreement. The County specifically does not waive any of its sovereign immunities pursuant to Florida Law.

12.3 In the event any claims, damage, losses, and expenses are caused by negligence of both the CONSULTANT and the COUNTY (or anyone for whose acts both of them may be liable), each party will bear its proportional share of the claims, damages, losses, and expenses based upon the parties' relative degree of fault. The County specifically does not waive any of its sovereign immunities pursuant to Florida Law.

ARTICLE 13: INSURANCE

13.1 The CONSULTANT shall maintain, at its own expense, continuous insurance coverage as set forth below:

13.1.1	Worker's Compensation and Employer's Liability:	Statutory
13.1.2	Comprehensive General Liability: Bodily Injury and Property Damage Combined	$1,000,000/$1,000,000
13.1.3	Automobile Liability Bodily Injury and Property Damage Combined	$1,000,000/$1,000,000

13.1.4 Professional Liability Insurance (including error and omissions) $1,000,000/$1,000,000

13.2 The duration of the CONSULTANT's insurance coverage shall extend beyond the completion of the Services provided under this Agreement in accordance with Florida Statutory requirements, if available, and if unavailable, the CONSULTANT agrees to obtain and maintain in effect policies which will extend such coverage following completion of the Services provided under this Agreement in accordance with Florida Statutory requirements. Certificate(s) of insurance shall name the COUNTY as an additional insured under the CONSULTANT's comprehensive general liability and automobile liability policies and shall provide thirty (30) days written notice to the certificate holder prior to cancellation or modification of coverage.

ARTICLE 14: CONTROLLING LAW/DISPUTE COSTS

14.1 This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Florida.

14.2 If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through direct discussion between the parties, then the parties agree to first endeavor to settle the dispute in an amicable manner by mediation before having recourse to a judicial forum.

14.3 In the event a dispute shall arise under or about this Agreement, then the prevailing party therein shall be entitled to recover from the non-prevailing party all costs, expenses, and attorney's fees which may be incurred on account of such dispute, whether or not suit or other legal or quasi-legal proceedings may be brought, as well as at every stage of any such proceedings from the time such dispute first arises through trial or other proceedings and all appellate processes.

14.4 Venue of any litigation shall be exclusively in the County of Taylor County, Florida.

ARTICLE 15: INDEPENDENT CONTRACTOR

The CONSULTANT shall be an independent contractor with respect to the services and regulations with respect to, and will obtain all applicable licenses and permits for, the conduct of its business and the performance of Services pursuant hereto.

ARTICLE 16: SUCCESSORS AND ASSIGNS

16.1 This Agreement shall be binding upon the COUNTY and the CONSULTANT and their respective partners, successors, heirs, assigns, and legal representatives.

16.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the COUNTY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the COUNTY and the CONSULTANT and not for the

benefit of any other party. Neither the COUNTY nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests (including, but without limitation, monies that may become due or monies that are due) in this Agreement without the written consent of the other. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent professional associates or subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

ARTICLE 17: SUBCONSULTANTS

17.1 For purposes of this agreement, the following firms shall be deemed approved Subconsultants as part of the CONSULTANT design team:

- **Causseaux, Hewett, & Walpole, Inc. (CHW)**
- **Cal-Tech Testing, Inc. (Cal-Tech)**
- **NOVA Engineering & Environmental, Inc. (NOVA)**

17.2 The CONSULTANT shall have the right, with the COUNTY'S prior written consent, which shall not be unreasonably withheld, to employ other firms to serve as subconsultants to the CONSULTANT in connection with the CONSULTANT's performance of the Basic Services and any Additional Services hereunder.

17.3 The CONSULTANT agrees, at the COUNTY's written request (which may be made by the COUNTY with or without cause), promptly to terminate the services of any such subconsultant and promptly replace each such terminated person or firm with a person or firm of comparable experience approved by the COUNTY in writing.

ARTICLE 18: PRIVILEGED INFORMATION

The CONSULTANT agrees, during the period of this Agreement, not to knowingly divulge, furnish or make available to any third person, firm or organization, without the COUNTY's prior written consent, or unless incident to the proper performance of the CONSULTANT's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any information concerning the services to be rendered by the CONSULTANT or any subconsultant pursuant to this Agreement.

ARTICLE 19: NONDISCRIMINATION

The CONSULTANT agrees to comply with all local, state, and Federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical or mental impairment, or age. In particular, the CONSULTANT agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable Executive Orders, including, but not limited to, Executive Order No. 11246.

ARTICLE 20: CONTINGENCY FEES

The CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

ARTICLE 21: WARRANTY

The CONSULTANT warrants that its Services under this Agreement shall be performed in a thorough, efficient and workmanlike manner, promptly and with due diligence and care, and in accordance with the practice of the profession.

ARTICLE 22: ESTIMATES OF PROBABLE COSTS

If and as requested in an authorized Task Order, the CONSULTANT shall provide opinions of cost, financial analyses, economic feasibility projections, and schedules for Services to the best of its ability based on historical observations of the cost or price of labor and materials in comparable projects. The CONSULTANT makes no warranty that the COUNTY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from the CONSULTANT's opinions, analyses, projections, or estimates.

ARTICLE 23: FORCE MAJEURE:

The CONSULTANT is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the CONSULTANT. In any such event, the CONSULTANT's contract price and schedule shall be equitably adjusted.

ARTICLE 24: LIMITATION OF LIABILITY

The CONSULTANT shall not be held liable for the acts or omissions of the COUNTY's contractors, subcontractors, vendors or their employees and agents.

ARTICLE 25: SHOP DRAWING REVIEW

25.1 As required per authorized Task Order, the CONSULTANT shall review construction contractor submittals, such as shop drawings, product data, samples and other data, only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents.

25.2 The CONSULTANT's review shall be conducted with reasonable promptness while allowing sufficient time to permit adequate review. The CONSULTANT shall not be required to review partial submission or those for which submissions of correlated

items have not been received, until such time that full submission or correlated items are received.

ARTICLE 26: WAIVER

The waiver by either party of any breach of any term, covenant, condition or agreement contained herein or any default in the performance of any obligations hereunder shall not be deemed to be a waiver or any other breach or default of the same or of any other term, covenant, condition, agreement or obligation. No waiver of any rights under this Agreement shall be binding unless it is in writing signed by the party waiving such rights.

ARTICLE 27: TITLE TO PLANS AND SPECIFICATIONS

Drawings, calculations, specifications, reports, plans, field data, computer software enhancements, CAD files and such other data and information compiled or prepared by the CONSULTANT pursuant to this Agreement which the COUNTY may require CONSULTANT to supply in accordance with the Agreement, shall be and shall remain the property of the COUNTY. Any reuse of the above referenced work product other than for the specific project and intent for which the information was prepared by the CONSULTANT shall be at user's sole risk and without liability to the CONSULTANT.

ARTICLE 28: SEVERABILITY

If any provision of this Agreement or any application thereof to any person or circumstances shall, to any extent, be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

ARTICLE 29: NOTICES

Any and all notices required or authorized to be given pursuant to this Agreement, shall be given in writing and either hand-delivered, sent by facsimile or addressed and sent by certified or registered mail, postage prepaid, and return receipt requested, as follows:

If to COUNTY: **Taylor County Board of County Commissioners**
201 East Green Street
Perry, Florida 32347
Attention: Ms. Melody Cox

If to CONSULTANT: **AVCON, INC.**
320 Bayshore Drive, Suite A
Niceville, Florida 32578
Attention: Mr. Virgil C. "Lee" Lewis, P.E.

ARTICLE 30: HEADINGS

The headings of the sections of this Agreement are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections.

ARTICLE 31: ENTIRE AGREEMENT

This Agreement (consisting of pages 1 through 12, inclusive) together with **Exhibit 1: Task Order**, **Exhibit 2: Compensation and Payment**, and each separately authorized Task Order issued hereunder, constitutes the entire and integrated Agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement and said attachments may only be amended, supplemented, modified, or canceled by written instrument signed by an authorized representative of each party to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the day and year first above written.

Accepted by:

COUNTY

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

Printed Name: Pat Patterson

Title: Chair

ATTEST:

By: _____

Printed Name: Annie Mae Murphy

Title: Clerk

Accepted by:

CONSULTANT

AVCON, INC.

By: Sandeep Singh

Printed Name: Sandeep Singh, P.E.

Title: President

ATTEST:

By: _____

Printed Name: Virgil C. Lewis, P.E.

Title: Regional Manager

EXHIBIT 1: TASK ORDER (SAMPLE)

Airport General Consulting Services
Perry-Foley Airport

Task Order No. _____

AVCON, INC., a Florida Corporation (hereinafter "CONSULTANT") agrees to perform and complete the following services (hereinafter "Services") for the **Taylor County Board of County Commissioners** (hereinafter "COUNTY"), in accordance with the terms and conditions of the Agreement for Professional Airport General Consulting Services, dated October 17th, 2012, all of which terms and conditions are incorporated herein by reference.

1. Task Location: Perry-Foley Airport
Perry, Florida

2. Task Name:

3. Task Description/Scope of Services:

4. Compensation:

5. Schedule:

6. Deliverables:

7. Other Considerations:

Accepted by:	Accepted by:
Taylor County Board of County Commissioners	**AVCON, Inc.**
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
ATTEST:	ATTEST:
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

EXHIBIT 2: COMPENSATION AND METHOD OF PAYMENT

Professional Engineering, Planning, Design, and Construction Management Services
Perry-Foley Airport

Services to be performed by: **AVCON, INC. (CONSULTANT)**
Client: **Taylor County Board of County Commissioners (COUNTY)**

A. COMPENSATION

The COUNTY agrees to pay the CONSULTANT as compensation for all Services described with each separately authorized Task Order pursuant to this Agreement which such amount shall be payable to the CONSULTANT as provided below.

B. METHOD OF PAYMENT

The method of payment for all Services rendered under this Agreement shall be in accordance with the method of payment authorized under each separately authorized Task Order.

Lump Sum Amount: Method of compensation for Basic Services and/or Additional Services rendered by the CONSULTANT for which a lump sum amount has been derived for such services based on the hourly rates and charges provided below and approved by the COUNTY in advance in writing. The COUNTY shall pay the CONSULTANT monthly for such services.

Hourly Rate Basis: The parties may agree that the CONSULTANT shall provide Basic Services and/or Additional Services on an hourly rate basis based on the hourly rates and charges provided below and subject to negotiations. The COUNTY shall pay the CONSULTANT monthly for such services.

AVCON HOURLY RATES

PRINCIPAL	$165.00
SENIOR PROJECT MANAGER	$145.00
PROJECT MANAGER	$125.00
SENIOR ENGINEER	$115.00
SENIOR PLANNER	$95.00
PROJECT ENGINEER	$80.00
FIELD INSPECTOR	$80.00
SENIOR TECHNICIAN	$65.00
TECHNICIAN	$55.00
CLERICAL	$45.00

If the COUNTY and the CONSULTANT are unable to mutually agree to terms and compensation for services requested by the COUNTY, then the COUNTY reserves the right to enter into a separate contract with other professional service firm or firms to perform the services requested by the COUNTY.