

AMENDED SUGGESTED AGENDA

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

**MONDAY, JUNE 4, 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

**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))**

4. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE MSTU FUND AND THE GENERAL FUND, AS SUBMITTED BY COUNTY FINANCE.

5. THE BOARD TO CONSIDER THE RELEASE OF BUDGETED FUNDS, IN THE AMOUNT OF \$20,773.04, AS REQUESTED BY THE CITY OF PERRY'S COMMUNITY REDEVELOPMENT AGENCY.
6. THE BOARD TO CONSIDER PAYMENT OF INVOICE, IN THE AMOUNT OF \$25,000, FOR EMERGENCY MEDICAL SERVICES (EMS) FOR THE MONTH OF MAY, 2012, AS REQUESTED BY DOCTORS' MEMORIAL HOSPITAL (DMH).
7. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING A REQUEST FOR REIMBURSEMENT OF FUNDS, IN THE AMOUNT OF \$1,750, FROM THE STATE HOMELAND SECURITY GRANT PROGRAM, AS AGENDAED BY DUSTIN HINKEL, EM DIRECTOR.
8. THE BOARD TO CONSIDER RATIFYING OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON A RESPONSE LETTER TO THE AUDITOR GENERAL.

BIDS/PUBLIC HEARINGS:

9. THE BOARD TO RECEIVE PROPOSALS FOR DISASTER DEBRIS MONITORING AND GRANT CONSULTING SERVICES, SET FOR THIS DATE AT 6:10 P.M., AS OR SOON THEREAFTER AS POSSIBLE.
10. THE BOARD TO HOLD THE FIRST OF TWO (2) PUBLIC HEARINGS, SET FOR THIS DATE AT 6:15 P.M., AS OR SOON THEREAFTER AS POSSIBLE, TO DISCUSS THE UPCOMING FUNDING CYCLE FOR THE 2012 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG).
11. THE BOARD TO RECEIVE BIDS FOR EMERGENCY COMMUNICATION CENTER UNINTERRUPTED POWER SUPPLY (UPS) UNIT, SET FOR THIS DATE AT 6:20 P.M., AS OR SOON THEREAFTER AS POSSIBLE.

HOSPITAL ITEMS:

- ~~12. THE BOARD TO CONSIDER ADVERTISING A PROPOSED ORDINANCE, PURSUANT TO FLORIDA STATUTES 212.055, SUBPARAGRAPH 7, DEALING WITH HEALTH CARE, SPECIFICALLY TO IMPOSE A ONE-HALF (1/2) CENT SALES TAX, AS AGENDAED BY DMH BOARD OF DIRECTORS. REMOVED FROM THE AGENDA AT THE REQUEST OF RICHARD HUTH, HOSPITAL ADMINISTRATOR~~

13. THE BOARD TO CONSIDER FILLING THE DOCTORS MEMORIAL HOSPITAL BOARD POSITION THAT EXPIRED 5/31/12, AS REQUESTED BY THE DMH BOARD OF DIRECTORS.

NOTE: IF A BALLOT IS USED FOR BOARD MEMBER SELECTION, THE BALLOTS ARE PART OF THE PUBLIC RECORD AND WILL BE AVAILABLE FOR INSPECTION IMMEDIATELY FOLLOWING THE MEETING AND AFTERWARD IN THE CLERK OF THE COURTS' OFFICE.

PUBLIC REQUESTS:

14. AULEY ROWELL TO APPEAR TO FURTHER DISCUSS SOLID WASTE ISSUES.
15. A REPRESENTATIVE FROM SUWANNEE RIVER WATER MANAGEMENT DISTRICT (SRWMD) TO APPEAR TO REQUEST BOARD ADOPTION OF A PROPOSED ORDINANCE IMPLEMENTING YEAR-ROUND OUTDOOR CONSERVATION MEASURES AND WATER SHORTAGE RESTRICTIONS.

COUNTY STAFF ITEMS:

16. JAY MOSELEY, MERIDIAN COMMUNITY SERVICES GROUP, TO APPEAR TO DISCUSS FAIR HOUSING, AS REQUIRED FOR GRANT SUBMISSION TO THE CDBG PROGRAM, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.
17. THE BOARD TO CONSIDER AWARDDING THE BID FOR THE FREQUENTIS PROTECT NG 911 SOLUTION SYSTEM TO KRAUS ASSOCIATES, INC., BASED UPON A FAVORABLE REVIEW BY THE COUNTY ATTORNEY.
18. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF CHANGE ORDER, IN THE AMOUNT OF \$10,178.04, FOR THE CDBG FUNDED DEMOLITION AND NEW CONSTRUCTION OF THE HOME OF DENNIS HOFFMAN, AS AGENDAED BY THE GRANTS COORDINATOR.
19. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF SATISFACTION OF MORTGAGE FOR RICHARD D., BARBARA J., AND RICHARD E. LYTTLE WHO RECEIVED REHABILITATION ASSISTANCE FOR THEIR HOME THROUGH THE SHIP PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR.
20. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF SATISFACTION OF MORTGAGE FOR JIMMY AND CHRISTINE

STEWART WHO RECEIVED REHABILITATION ASSISTANCE FOR THEIR HOME THROUGH THE SHIP PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR.

21. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE U.S. DEPARTMENT OF JUSTICE EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) SHORT FORM AND CERTIFICATION FORM, AS AGENDAED BY THE GRANTS COORDINATOR.
22. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF ADVERTISING FOR THE PROPOSED WIDENING/RESURFACING OF PAUL POPPELL ROAD UNDER FDOT SMALL COUNTY ASSISTANCE PROGRAM, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

COUNTY ATTORNEY ITEMS:

23. THE BOARD TO CONSIDER ADOPTING A RESOLUTION, BY A SUPERMAJORITY VOTE, TO "OPT-OUT" OF FLORIDA STATUTE 381.00651'S MANDATE TO ENACT AN ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM EVALUATION AND ASSESSMENT ORDINANCE. (AS DISCUSSED AT THE MAY 22, 2012 WORKSHOP)

COUNTY ADMINISTRATOR ITEMS:

24. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

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.

THE NEXT REGULAR MEETING OF THE BOARD WILL BE HELD
ON MONDAY, JUNE 18, 2012, AT 5:30 P.M.

R E S O L U T I O N

4

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **MSTU FUND** for the fiscal period ending September 30, 2012, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **MSTU FUND** budget for the fiscal year ending September 30, 2012.

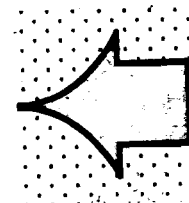
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$5,000	107-3312012	Volunteer Fire Assistance Grant
Expenditures:		
\$5,000	0195-56400	Capital Outlay - Equipment

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 4th day of June, 2012 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2012 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(new grant awarded 2012 FY)



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

Melody Cox
Administrative Services

850-838-3553
850-838-3501 Fax

grants.coordinator@taylorcountygov.com

MEMORANDUM

DATE: May 15, 2012

TO: Tammy

FROM: Melody

RE: Volunteer Fire Assistance Grant

Tammy, attached please find grant information from Florida Forest Service awarding the County a grant in the amount of \$5,000. The County will be providing a match of \$5,000 through Budget 0192-56400. The new budget should be set as follows:

0195

Volunteer Fire Assistance Grant

56200 Capital/Equipment \$5,000

Purchase SLERS radios and associated equipment.

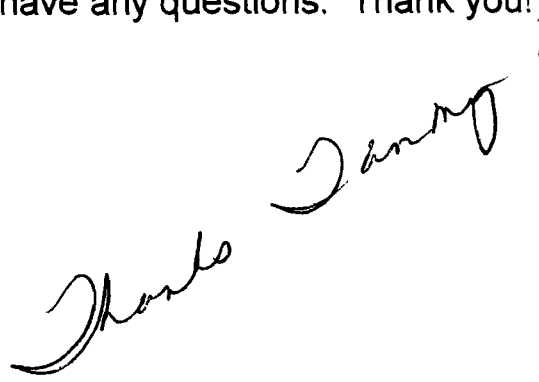
TOTAL BUDGET \$5,000

Please let me know when these funds will be available as we plan to expend them immediately.

Please let me know if you have any questions. Thank you!


Melody

c.c: Dustin Hinkle



RECEIVED

MAY 16 2012

ANNIE MAE MURPHY
CLERK CIRCUIT COURT
TAYLOR COUNTY, FLORIDA

**FLORIDA DEPARTMENT OF
AGRICULTURE AND CONSUMER
SERVICES**

**FLORIDA FOREST
SERVICE**

**FOREST PROTECTION
BUREAU**



FAX COVER PAGE

PAGE 1 OF A 2 PAGE TRANSMISSION

TO: Volunteer Fire Assistance Grant Recipient

FROM: Matt Weinell, Fire Resource Manager

PHONE: 850/488-6271

Fax: 850/488-4445

Attached you will find a list of approved items for purchase through the VFA Grant Program. The "AMOUNT APPROVED" column lists the amount that was approved to spend, the column marked "FED COST SHARE (50%)" is the total possible amount to be reimbursed.

The recipient can spend up to the approved amount, but will only get reimbursed for half of that amount.

Please remember to provide the complete Proof-of-Purchase package (ex. copy of check, invoice with zero balance) for approved items to be reimbursed. Invoices must be stamped paid and indicate a check number.

Send Proof-of-Purchase package with Certificate of Expenditure to our office for reimbursement:

VFA Grants Room 159
Florida Forest Service
3125 Conner Blvd.
Tallahassee, FL 32399-1650

The Certificate of Expenditure must be signed and notarized and returned with the Proof-of-Purchase package. Copies of the Certificate of Expenditure can be found on our website at: http://www.fl-dof.com/wildfire/vfd_grants.html. Please remember that the sooner the proof-of-purchase package is returned, the sooner we can reimburse the 50% match.

2011 APPROVED FEDERAL COST SHARE

05 Taylor

Taylor County Board of Commissioners

AMOUNT APPROVED FED COST SHARE (50%)

\$10,000

\$5,000.00

NUMBER DESCRIPTION

10

Radios - PS500, Scan Model Includes All Equipment and Programming. 806-807 MHz

FIRE DEPT. TOTAL

\$10,000

\$5,000.00

Friday, May 04, 2012

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, 2012, to be in excess of the advertised budget.

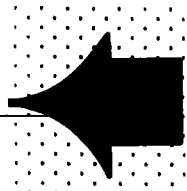
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2012.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$10,553	001-3342007	911 Rural County Maintenance (Spring) Grant
Expenditures:		
\$10,553	0255-54630	R&M - Office 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 4th day of June, 2012 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2012 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



(New Grant Awarded for 2012 FY-"spring" grant)

To: Tammy Taylor, County Finance Director

From: Rena' Courtney, 911 Coordinator

Date: May 22, 2012

Re: 911 Rural County Maintenance ~~Fall~~ Grant

(0255)

Spring of 06

Tammy,

I recently applied for a maintenance grant from the State 911 Board for maintenance on 911 equipment. Total request of the grant was in the amount of \$10,553.00. If approved, please budget as follows:

54630 R&M Office machines.

If you have any questions, please contact me.

Re: ~~Tammy~~ :

001-3342007

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	OLD	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NUMBER
72-202344001-72900100-00-05561000	720000	00	D2000584135	7500	04/30/12	1141818
						PAYMENT AMOUNT \$ 10,553.00

TAYLOR COUNTY
PO BOX 620
PERRY FL 32348

AGENCY DOCUMENT NO
VA01258

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

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT [HTTP://FLAIR.DBF.STATE.FL.US](http://FLAIR.DBF.STATE.FL.US)

INVOICE NUMBER	AMOUNT
-----	-----
E91111/12 \$	10,553.00

*911 Rural
County Grant*
0013342007

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

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND



FLAIR ACCOUNT CODE SWDN ADN OBJECT DATE
72-202344001-72900100-00-05561000 D2000584135 VA01258 7500 04/30/12
OLD 720000 SITE 00 CONTACT (850) 488-3053 FOR PAYMENT QUESTIONS

WARRANT NO 24-1141818-00-05561000
VOID AFTER 12 MONTHS

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

4-16 768 612
AMOUNT

PAY

TEN-THOUSAND-FIVE-HUNDRED-FIFTY-THREE & 00/100 DOLLARS

\$****10,553.00

EXPENSE WARRANT

TO THE
ORDER OF

TAYLOR COUNTY
PO BOX 620
PERRY FL 32348

TO: DIVISION OF TREASURY
TALLAHASSEE

Jeff Atwater

JEFF ATWATER, CHIEF FINANCIAL OFFICER

112411418180110553101251207990054522511



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

April 23, 2012

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

Subject: 2011/12 Rural County Grant Spring 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:

<u>Amount Requested</u>	<u>Amount Awarded</u>	<u>Grant #</u>	<u>Justification</u>
\$10,553.00	\$7,394.00	12-04-15	E911 Maintenance
	\$3,159.00	12-04-28	Map Maintenance

Total Grant Award \$10,553.00

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.fidfs.com/fsaa/statutes.aspx>

Board Members:

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

Rural County Grant 2011/2012 Spring Award
April 23, 2012
Page Two

Acceptance of the enclosed warrant signifies your acceptance of the requirement to comply with the Florida Single Audit Act and the conditions and procedures in the grant application.

Grant funds must be deposited in an interest bearing account and separate accounting is required for the receipt and expenditure of all E911 grant revenues.

Congratulations on your grant award! The Board thanks you for your interest in 911 and improving public safety in Florida and your commendable efforts toward enhancing your 911 system. Board staff is available to assist you with the grant systems implementation and compliance to the terms and conditions specified in the grant application. It is our hope that your county continues to ensure further public safety advancements in Florida.

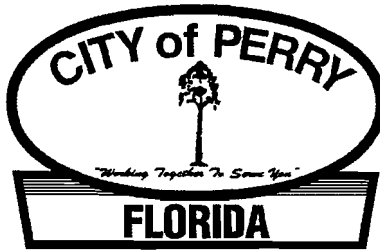
Sincerely,

A handwritten signature in black ink, appearing to read 'John C. Ford', with a stylized flourish at the end.

John C. Ford, Chief (Interim)
Bureau of Public Safety - E911

JCF/th

Attachments



5

May 18, 2012

Taylor County Board of County Commissioners
c/o Annie Mae Murphy
Clerk of Circuit Court
P.O. Box 620
Perry, FL 32348

Dear Ms. Murphy,

On behalf of the City of Perry's Community Redevelopment Agency, I am respectfully requesting funds in the amount of \$20,773.04. The enclosed information details how this amount was determined.

Please call me if you have any questions.

(0341-58107)

Sincerely,

Penny B. Staffney
Director of Finance

Enclosure

(aguda/consent 6/4/12) JB

**Community Redevelopment Agency
Redevelopment Trust Fund
June 22, 2011**

Difference Between 2011/12 and 1993 Property Values: \$3,118,731

Line 3 DR-420TIF	\$3,118,731	
Taylor County Operating Millage	0.0070113	TBA
	<u>\$21,866.36</u>	
Per statute minus 5 percent	-5%	(\$1,093.32)
Amount Due from Taylor County		<u>\$20,773.04</u>

	\$3,118,731	
City of Perry Operating Millage	0.0045000	TBA
	<u>\$14,034.29</u>	
Per statute minus 5 percent	-5%	(\$701.71)
Amount Due from City of Perry		<u>\$13,332.58</u>

**Amount to be deposited into the
Redevelopment Trust Fund**

\$34,105.62

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER PAYMENT OF INVOICE IN THE AMOUNT OF \$25,000, FOR EMERGENCY MEDICAL SERVICES (EMS) FOR THE MONTH OF MAY, 2012, AS REQUESTED BY DOCTORS' MEMORIAL HOSPITAL (DMH).

MEETING DATE REQUESTED:

JUNE 4, 2012

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

Recommended Action: Approve payment of invoice

Fiscal Impact: \$25,000.00

Budgeted Expense: Yes

Submitted By: Doctors' Memorial Hospital

Contact: General Accounting (850) 584-0800

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Invoice #0124



INVOICE

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

Invoice Number: 0124
Invoice Date: May 17, 2012

Invoice for Emergency Medical Services for Taylor County for May 2012.

Please remit \$25,000.00

Please send payment to:

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

APPROVED FOR PAYMENT

\$ 25,000.00

BY: _____

DATE: 6/4/12

ACCT#: 0240-53401

ACCT NAME: EMS

Thank You!

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING A REQUEST FOR REIMBURSEMENT OF FUNDS IN THE AMOUNT OF \$1,750 FROM THE STATE HOMELAND SECURITY GRANT PROGRAM, AS AGENDAED BY DUSTIN HINKEL, EM DIRECTOR.

MEETING DATE REQUESTED:

JUNE 4, 2012

Statement of Issue: THE BOARD TO CONSIDER TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE

Recommended Action: APPROVE

Fiscal Impact: \$1,750

Budgeted Expense: YES

Submitted By: DUSTIN HINKEL

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: GRANT FUNDS ARE USED FOR DISASTER PLANNING, TRAINING, AND EXERCISING. FUNDS ARE 100% REIMBURSABLE.

Options:

Attachments: REIMBURSEMENT REQUEST

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

GRANTEE: Taylor County BCC
201 E. Green Street
Perry, FL 32347

(Select the quarter of submission along with year)

QUARTERLY REPORTING DUE DATES

AGREEMENT # 10-DS-39-03-72-01-422

<input type="checkbox"/> JANUARY 1 – MARCH 31 – Due no later than April 30.	<u>2011</u>
<input checked="" type="checkbox"/> APRIL 1 – JUNE 30 – Due no later than July 31.	<u>2011</u>
<input type="checkbox"/> JULY 1 – SEPTEMBER 30 – Due no later than October 31.	<u>2011</u>
<input type="checkbox"/> OCTOBER 1 – DECEMBER 31 – Due no later than January 31.	<u>2011</u>

FINANCIAL HISTORY REPORT

THIS REPORT IS REQUIRED TO BE SUBMITTED AND MUST BE SUBMITTED QUARTERLY

CUMULATIVE	TOTAL ALLOCATED	QUARTERLY FUNDS EXPENDED	CUM. FUNDS EXPENDED	REMAINING BALANCE
1. Planning Costs	\$34,050.00	\$1,750.00	\$32,300.00	\$1,750.00
2. Training Costs	\$0.00	\$0.00	\$0.00	\$0.00
3. Exercise Costs	\$24,250.00	\$0.00	\$24,250.00	\$0.00
4. Managment and Administration Costs - limited to 3% of the total	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$58,300.00	\$1,750.00	\$56,550.00	\$1,750.00

TOTAL REIMBURSEMENTS RECEIVED \$56,550.00

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

QUARTERLY REIMBURSEMENT

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.

TCEM received approval to amend the BDW to allow for the purchase of Damage Assessment Modeling software

TCEM received obtained disaster assessment software license on 4/17/12

TO BE COMPLETED BY FDEM STAFF

DATE SUBMITTED TO FDEM _____

**DIVISION OF EMERGENCY MANAGEMENT
REIMBURSEMENT REQUEST
FORM 3**

Grantee Taylor County BCC	Payment Date
Address 201 E. Green St. Perry, FL 32347	Agreement # 10-DS-39-03-72-01-422
	Payment #
Phone # 850-838-3575	Amount

COSTS INCURRED DURING THE PERIOD OF: 04/01/12 through 04/30/12

THIS MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM

1. Planning Expenditures	\$	1,750.00
2. Training Expenditures	\$	-
3. Exercise Expenditures	\$	-
Management and Administration Expenditures		
4. (limited to 3% of the total award)	\$	-

TOTAL EXPENDITURES \$ 1,750.00

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

Signed:  **JACK R. BROWN**
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
PERRY, FL 32347
Contract Manager or Financial Officer

TO BE COMPLETED BY DEM STAFF

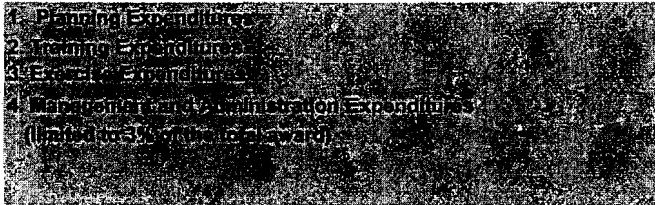
AGREEMENT AMOUNT	\$0.00
PREVIOUS PAYMENT(S)	\$0.00
THIS PAYMENT	\$0.00
REMAINING BALANCE	\$0.00

TOTAL AMOUNT TO BE PAID ON THIS INVOICE \$0.00
--

DATE SUBMITTED TO FDEM _____

**DIVISION OF EMERGENCY MANAGEMENT
DETAIL OF CLAIMS
FORM 4A**

PLEASE SUBMIT A SEPARATE FORM (4) FOR EACH OF THE FOLLOWING CATEGORIES



CATEGORY

Planning

GRANTEE: Taylor County

AGREEMENT # 10-DS-39-03-72-01-422

COST INCURRED DURING THE PERIOD OF: 04/01/12-04/30/12

VENDOR	DATE PAID	CHECK #	AMOUNT (Requested for reimbursement)
QPublic, LLC	04/17/12	44407	\$1,750.00
TOTAL EXPENDITURES			\$1,750.00

1. FORM MUST BE COMPILED FROM FORM 4B BY CATEGORY
2. FORM MUST ACCOMPANY THE REIMBURSEMENT REQUEST

DIVISION OF EMERGENCY MANAGEMENT
DETAIL OF CLAIMS
FORM 4A

THIS FORM IS BACKUP AND MUST ACCOMPANY THE REIMBURSEMENT REQUEST AND DETAIL OF CLAIMS, FORM 4B

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award for issue 08 as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this contract, contact the contract manager listed in this contract via email or letter.

Developing scenario plans that incorporate the range of prevention, protection, response, and recovery activities for a scenario			\$0.00
Develop and implement homeland security support programs and adopting ongoing DHS national initiatives, including State Preparedness Report			\$0.00
Develop related terrorism prevention activities.			\$0.00
Develop and enhance plans and protocols			\$0.00
Develop or conduct assessments	1	\$1,750.00	\$1,750.00
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	1	\$32,300.00	\$32,300.00
Conferences to facilitate planning activities			\$0.00
Materials required to conduct planning activities			\$0.00
Travel/per diem related to planning activities			\$0.00
Overtime and backfill costs - Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the planning activities for the development and implementation of the programs under HSGP.			\$0.00
Other Project areas with prior approval from FEMA			\$0.00
SUB TOTAL			\$34,050.00
Overtime and backfill funding for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.			\$0.00
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training.			\$0.00
Training, Workshops and Conferences			\$0.00
Full or Part-Time Staff or Contractors/Consultants			\$0.00
Travel			\$0.00
Supplies			\$0.00
Tuition and higher education			\$0.00
Other Items			\$0.00
SUB TOTAL			\$0.00

DIVISION OF EMERGENCY MANAGEMENT
DETAIL OF CLAIMS
FORM 4A

Design, Develop, Conduct and Evaluate and Exercise			\$0.00
Exercise planning workshop			\$0.00
Full or part-time staff or contractors/consultants	1	\$24,250.00	\$24,250.00
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises			\$0.00
Implementation of HSEEP			\$0.00
Travel			\$0.00
Supplies			\$0.00
Other Items			\$0.00
SUB TOTAL			\$24,250.00
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, compliance with reporting and data collection requirements			\$0.00
Development of operating plans for information collection and processing necessary to respond to FEMA data calls.			\$0.00
Overtime and backfill costs			\$0.00
Travel			\$0.00
Meeting related expenses			\$0.00
Authorized office equipment			\$0.00
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program			\$0.00
Leasing or renting space for newly hired personnel during the period of performance of the grant program.			\$0.00
SUB TOTAL			\$0.00
			\$58,300.00

BOARD OF COUNTY COMMISSIONERS

VENDOR NO. 6616

CHECK NO. 44407

Account	Purchase Order	Invoice Number	Amount	Description
0249 53401	20120757	120240	1,750.00	IDAM LICENSE/HOMELAND

6616

QPUBLIC, LLC

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FL
P.O. BOX 620
PERRY, FL 32348
GENERAL FUND

CHECK DATE

04/17/12

CHECK NO.

44407

WACHOVIA BANK, N.A.
PERRY, FL 32347

63-2630
00783

AMOUNT

\$****1,750.00*

VOID AFTER 180 DAYS
GENERAL FUND

PAY THE SUM OF *****1750* DOLLARS AND *NO* CENTS

TO THE
ORDER
OF

QPUBLIC, LLC
120 1/2 WEST NEW YORK AVENUE
P.O. BOX 3578
DELAND FL 32723-3578

~~**NON-NEGOTIABLE**~~

CHAIR
~~CANON-NEGOTIABLE~~
CLERK

** NON-NEGOTIABLE **



BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FL
PO BOX 620
PERRY, FL 32348

QPUBLIC, LLC
120 1/2 WEST NEW YORK AVENUE
P.O. BOX 3578
DELAND FL 32723-3578

qpublic.net

... the public access network



Invoice

Date
4/16/2012

Invoice #
120240

Bill To
Taylor County BCC
Dustin Hinkel
P.O. Box 620
Perry, FL 32347

QPUBLIC, LLC www.qpublic.net
P O Box 3578, DeLand, FL 32723-3578
Fax: 386-734-1956, Voice: 386-734-1954

EID # 593728703

Description	Amount
IDAM2 -- GIS enabled Integrated Damage Assessment Model Base Annual Compensation Fee TOTAL PER YEAR UNLESS USED IN AN ACTUAL EVENT. IDAM2 Use Fee -- \$2,250.00 *Due within 60 days of first use within annual contract period. ONLY WITH USE FOR ACTUAL DAMAGE, NO CHARGE FOR TRAINING AND SIMULATION. APPROVED FOR PAYMENT \$ 1,750.00 BY: <u>[Signature]</u> DATE: <u>4.17.12</u> ACCT#: <u>0249-53401</u> ACCT NAME: <u>OTIS Homeland Security</u> *Total annual cost at right, unless software is utilized within the annual service period activating the Use Fee for that year.	1,750.00
Service Period 4/17/2012 - 4/30/2013	

Please send payment to:

qPublic LLC
PO Box 3578
DeLand, FL 32723-3578

APPROVED
PAYMENT AUTHORITY

APR 17 2012

Total	\$1,750.00
Payments/Credits	\$0.00
Balance Due	\$1,750.00

Due Upon Receipt

PAID

IDAM™ SOFTWARE LICENSING AGREEMENT

This software licensing agreement (the "Agreement") is made and entered into by and between QPUBLIC LLC, a Delaware limited liability company, whose principal place of business is 120X W. New York Ave., Deland, Florida 32720 ("QPUBLIC") and Taylor County Board of County Commissioners whose physical Office is at: 201 E. Green St., Perry, FL 32347 ("CLIENT").

1) Definitions

- a) Business shall mean CLIENT's governmental obligation to assess damage after a disaster based on the damage levels that CLIENT's damage assessment team assigns.
- b) The IDAM™ is the Integrated Damage Assessment Model
- c) IDAM2™ is the GIS enabled IDAM.
- d) Improvement shall mean any improvement, modification, enhancement, adaptation, derivation, correction, revision, update, translation or alteration of or to any Licensors IP created by QPUBLIC, CLIENT or sub-licensees (or on its or their behalf), or otherwise arising in relation to the CLIENT's, or its sub-licensees', use of the Licensors IP, including all Intellectual Property subsisting in and/or relating to same.
- e) Intellectual Property shall mean all patents, trademarks, service marks, and copyrights (including copyrights in databases and in computer software both in source code and object code form), inventions, trade secrets and all other intellectual property and rights of a similar or corresponding nature in any part of the world, whether registered or not, or capable of registration or not and including all applications for, the right to apply for, and the right to sue for past infringements of, any of the foregoing rights.
- f) Licensors IP shall mean all Intellectual Property owned by QPUBLIC from time to time relating to IDAM and IDAM2.

2) License

Subject to the terms and conditions hereof, QPUBLIC grants CLIENT a non-exclusive, non-transferable, revocable license to use the Licensors IP solely in relation to the Business for the term of this Agreement. CLIENT may not grant sublicenses in the Licensed IP. Employees and agents of the CLIENT, assigned to Client's damage assessment team, may use the Licensors IP under this License solely in relation to the Business. Notwithstanding the foregoing, nothing in this Agreement shall permit the CLIENT to use the Licensed IP to the extent that: (i) such use would cause the QPUBLIC to breach any agreement with any third party; or (ii) QPUBLIC is otherwise restricted from granting same.

This licensing agreement will accommodate as many users as necessary so that the software may be fully utilized by Damage Assessment personnel in the event of a disaster or for training purposes. QPUBLIC will provide ongoing modifications to SOFTWARE for improvements and provide off-site hosting.

3) Proprietary Rights

QPUBLIC - Has proprietary rights to all materials, including but not limited to any and all software (in object code and source code form) data or information developed by or provided by QPUBLIC.

5) CLIENT Content

Data in the form of a Microsoft Access database or comparable and jpeg/gif/png/tiff/MrSid image files, are to be provided to QPUBLIC by CLIENT on either a CD-ROM, DVD or via FTP in a timely manner for updates.

PAID

6) Compensation to QPUBLIC

Annual Compensation Fee for SOFTWARE shall be: \$1,750.00.

This Fee covers regular data updates and routine modifications so that SOFTWARE may be used for simulations and training purposes throughout the Annual (12 month contract) period and is due at contract signing.

Initial Data Load and installation Fee shall be: ZERO (\$0.00)

This Fee covers installation of SOFTWARE and monthly data reloads and is due at contract signing.

Use Fee shall be: \$2,250.00

This Fee will be charged to CLIENT for use of SOFTWARE for an actual disaster (not training or simulation) and is due within 60 days of the date of Use. This amount will only be charged one time during the annual contract period regardless of the number of times the IDAM software is used during that contract period for actual disaster damage assessment purposes.

7) Termination and Renewal

This Agreement shall be effective April 17, 2012 (anniversary date) when signed by both parties and shall remain in effect unless or until otherwise properly terminated. The agreement automatically renews on this anniversary date. Either Party may terminate this Agreement with thirty days written notice prior to the anniversary date to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

QPUBLIC:

[Signature]

Authorized QPUBLIC Representative

4/11/2012

Date

CLIENT:

[Signature]

JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL

(write Name & Title here, sign above)
201 E. GREEN ST.
PERRY, FL 32347

4/12/12

Date

10

EXHIBIT D

SOLE SOURCE CERTIFICATION

VENDOR NAME: qpublic, LLC

COMMODITY: (General Description) Integrated Damage Assessment Module

INITIAL ALL ENTRIES BELOW THAT APPLY TO THE PROPOSED PURCHASE. Attach additional data or support documentation if necessary. (More than one entry will apply to most sole source products or services).

SOLE SOURCE CERTIFICATION:

1. ☐ Parts/equipment can only be obtained from original manufacturer - not available through distributors. (Items 3, 4, 5, or 6 must also be completed.)
2. ☒ Only authorized area distributor of the original manufacturer. (Items 3, 4, 5, or 6 must also be completed)
3. ☐ Item/service owned by a private individual or corporation under trademark or patent.
4. ☐ Parts/equipment not interchangeable with similar parts of another manufacturer. (Explain Below)
5. ☐ This is the only known item/source that will meet the specialized needs of this department or perform the intended function. (Explain below.)
6. ☒ Parts/equipment are required from this vendor to provide standardization. (Explain Below.)
7. ☐ None of the above apply. Explanation for sole source request is detailed below.

COMMENTS/EXPLANATION: (Use reverse side if necessary.)

On the basis of the foregoing, I recommend that competitive procurement be waived and that the service or material on the attached requisition be purchased as a sole source commodity.

Signed: [Signature] Department: EM
Department Head Signature

Approved: [Signature] Date: _____
Purchasing Agent

(2) qpublic won the exclusive rights to enhance and market IDAM through an RFP with Volusia County. They operate under a fee-for-service partnership.

(6) qpublic spearheaded and maintains Taylor County Property Appraisers software. Software will integrate EM with the Property Appraisers.

TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
PO BOX 620
PERRY, FL 32348

PAGE NO. 1

Submit original invoice to the above address

V 6616
E QPUBLIC LLC
N 120 1/2 WEST NEW YORK AVENUE
O DELAND FL 32720
R

S TAYLOR CO. ADMINISTRATIVE COMP
H 201 E. GREEN STREET
I
P P. O. BOX 620
T PERRY, FL. 32347
O

ATTN: DUSTIN HINKEL
purchasing@taylorcountygov.com

ORDER DATE 04/12/12		BUYER: DUSTIN HINKEL		REQ. NO. 3912	REQ DATE
TERMS NET 30 DAYS		FOB		OFSC FOR INTEGRATED DISASTER A	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			FOR INTEGRATED DISASTER ASSESSMENT Model		
			SOFTWARE		
			SOLE SOURCE FOR		
			STANDARDIZATION WITH PROPERTY Appraiser's Web Based		
			Database		
01	1.00	EA.	IDAM LICENSE	1750.0000	1,750.00

*Rec'd
OK to pay
P. Hink*

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	1,750.00
01	0249 53401	1,750.00		TOTAL \$	1,750.00

APPROVED BY

John Taylor
DIRECTOR OF PURCHASING

**TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS**
PO BOX 620
PERRY, FL 32348

PURCH ORDER NO. 20120757

PAGE NO. 1

Submit original invoice to the above address

VENDOR 6616
QPUBLIC LLC
120 1/2 WEST NEW YORK AVENUE
DELAND FL 32720

SHIP TO TAYLOR CO. ADMINISTRATIVE COMP
201 E. GREEN STREET
P. O. BOX 620
PERRY, FL. 32347
ATTN: DUSTIN HINKEL
purchasing@taylorcountygov.com

ORDER DATE: 04/12/12		BUYER: DUSTIN HINKEL		REQ. NO.: 3912	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.:		DESC.: FOR INTEGRATED DISASTER A	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			FOR INTEGRATED DISASTER ASSESSMENT Model SOFTWARE SOLE SOURCE FOR STANDARDIZATION WITH PROPERTY Appraiser's Web Based Database		
01	1.00	EA.	IDAM LICENSE	1750.0000	1,750.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	1,750.00
01	0249 53401	1,750.00		TOTAL \$	1,750.00

APPROVED BY


DIRECTOR OF PURCHASING

SUNGARD PENTAMATION, INC.
DATE: 05/09/2012
TIME: 13:54:38

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 1
AUDIT21

SELECTION CRITERIA: 1=1 expledgr.key_orgn='0249'
ACCOUNTING PERIODS: 1/12 THRU 8/12

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 - 0249 - HOMELAND SEC GRANT

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION	CUMULATIVE BALANCE
001-520-525-0249-0249 - HOMELAND SEC GRANT								
53401		CONTRACTUAL SERVICES			.00	.00	.00 BEGINNING BALANCE	
10/01/11	11-1				33,300.00		POSTED FROM BUDGET SYSTEM	
10/12/11	17-1	20120060-01		5422 DISASTERS, STRATE			24,250.00	
11/01/11	13-2				25,000.00		GRANT CF FRM 2011FY	
11/16/11	17-2	20120198-01		5422 DISASTERS, STRATE			32,300.00	PRE-INCIDENT LONG TERM RE
12/13/11	21-3	20120060-01	43642	5422 DISASTERS, STRATE		24,250.00	-24,250.00	HOMELAND SECURITY GRA
12/13/11	21-3	20120198-01	43642	5422 DISASTERS, STRATE		32,300.00	-32,300.00	HOMELAND SECURITY GRA
03/30/12	25-6		20120088		-1,750.00		AED	
04/04/12	25-7		20120097		1,750.00		PDA LICENSE	
04/12/12	17-7	20120757-01		6616 QPUBLIC, LLC			1,750.00	IDAM LICENSE
04/17/12	21-7	20120757-01	44407	6616 QPUBLIC, LLC		1,750.00	-1,750.00	IDAM LICENSE/HOMELAND
TOTAL		CONTRACTUAL SERVICES			58,300.00	58,300.00	.00	.00
55202		SAFETY PRODUCTS/SUPPLIES			.00	.00	.00 BEGINNING BALANCE	
03/27/12	11-6				.00			
03/30/12	25-6		20120088		1,750.00		AED	
04/04/12	25-7		20120097		-1,750.00		PDA LICENSE	
TOTAL		SAFETY PRODUCTS/SUPPLIES			.00	.00	.00	.00
55230		COMPUTER SOFTWARE			.00	.00	.00 BEGINNING BALANCE	
04/11/12	11-7				.00			
TOTAL		COMPUTER SOFTWARE			.00	.00	.00	.00
TOTAL TOTL/DEPT - HOMELAND SEC GRANT					58,300.00	58,300.00	.00	.00
TOTAL FUND - GENERAL FUND					58,300.00	58,300.00	.00	.00
TOTAL REPORT					58,300.00	58,300.00	.00	.00

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

Dustin Hinkel

From: Coleman, Carolyn <Carolyn.Coleman@em.myflorida.com>
Sent: Wednesday, April 11, 2012 9:11 AM
To: Dustin Hinkel
Subject: FW: Taylor County Amendment to BDW to spend remaining funds

Approval for Revised BDW has been done.
Carolyn

From: Brown, Chanda
Sent: Wednesday, April 11, 2012 8:17 AM
To: Coleman, Carolyn
Subject: RE: Taylor County Amendment to BDW to spend remaining funds

After receiving clarification with regards to the Damage Assessment Software, this Revised BDW is approved.

Any further questions, please let me know.

~Chanda

From: Coleman, Carolyn
Sent: Tuesday, April 10, 2012 2:03 PM
To: Brown, Chanda
Subject: FW: Taylor County Amendment to BDW to spend remaining funds
Importance: High

From: Coleman, Carolyn
Sent: Monday, April 02, 2012 3:21 PM
To: Quick, Tina
Cc: Beagle, Laura
Subject: FW: Amendment to BDW to spend remaining funds
Importance: High

Need your approval.
Thank you,
Carolyn C.

From: Dustin Hinkel [<mailto:dustin.hinkel@taylorcountygov.com>]
Sent: Monday, April 02, 2012 2:36 PM
To: Coleman, Carolyn
Cc: Stephen Spradley
Subject: Amendment to BDW to spend remaining funds
Importance: High

Good Afternoon Carolyn,

We would like to spend the remaining funds of the FY09 grant on damage assessment planning tool. I have attached a letter of request and a revised BDW for your review. Please let me know if you need anything else. Thank you so much for your help in this process!

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>

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.

MALCOLM PAGE
District 1

MARK WIGGINS
District 2

LONNIE HOUCK
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

April 2, 2012

Carolyn Coleman
Domestic Security Administrator
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399

Ms. Coleman

Taylor County Emergency Management has successfully met the Scope of Work for the FY09 SHSGP grant. TCEM was able to produce the grant deliverables at a savings of \$1,750.00 under budget. TCEM has identified Damage Assessment software distributed by qpublic.net that will greatly enhance the department's planning efforts. I would like to respectfully submit the attached revised Budget Detail Worksheet to update the actual costs of the deliverables and budget the remainder for the purchase of this critical planning tool. Please let me know if you have any questions.

Thank You,

A handwritten signature in black ink, appearing to read "Dustin Hinkel".

Dustin Hinkel, Assistant County Administrator/EM Director

Attachments: Attachment A: Proposed Program Budget; Budget Detail Worksheet

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 transfer of funds between the categories listed in the "Proposed Program Budget" is permitted.

FY 2009 - State Homeland Security Grant Program – Issue 7	Taylor County	Planning – Pre-Incident Long-Term Community Recovery Plan	\$32,300.00
		Planning – Integrated Damage Assessment Model Software	\$1,750.00
		Exercise – Exercise Program (Functional)	\$24,250.00

Budget Detail Worksheet

The Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award amount as described in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this contract, contact the grant manager listed in this agreement via email or letter.

Budget Detail Worksheet- Eligible Activities				
Developing scenario plans that incorporate the range of prevention, protection, response, and recovery activities for a scenario				
Developing and implementing homeland security support programs and adopting DHS national initiatives				
Developing related terrorism prevention activities				
Developing and enhancing plans and protocols				
Developing or conducting assessments	1	\$1,750.00	\$1,750.00	7
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	1	\$32,300.00	\$32,300.00	7
Conferences to facilitate planning activities				
Materials required to conduct planning activities				
Travel/per diem related to planning activities				
Overtime and backfill costs - Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the planning activities for the development and implementation of the programs under HSGP.				
Other projects areas with prior approval from FEMA				
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	\$24,250.00	\$24,250.00	7
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				
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 <i>OJP Financial Guide</i> . 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 <i>OJP Financial Guide</i> . 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.				
TOTAL				\$58,300.00

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider ratifying the County Administrator's signature on a response letter to the Auditor General as agendaed by Jack Brown, County Administrator.

MEETING DATE REQUESTED:

June 4, 2012

Statement of Issue: Initially finance didn't believe a response letter was required as there were no findings on the audit. The County Administrator received an email requesting the response letter ASAP.

Recommended Action: Ratify Signature on behalf of the Board

Fiscal Impact: None

Budgeted Item: N/A

Submitted By: Jack Brown

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

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: As discussed above

Options: Board discretion

Attachments:

- 1) Copy of the letter to the Auditor General
- 2) Email requesting letter from the Director of Finance

Jack Brown

From: Tammy Taylor <ttaylor@taylorclerk.com>
Sent: Tuesday, May 29, 2012 11:04 AM
To: Jack Brown
Subject: RE: Response Letter to Audit Management Letter Comments

Thank you so very much!
Tammy

From: Jack Brown [<mailto:jack.brown@taylorcountygov.com>]
Sent: Tuesday, May 29, 2012 9:33 AM
To: Tammy Taylor
Subject: RE: Response Letter to Audit Management Letter Comments

Tammy,

Hope you had a great weekend. Let me know if you need anything else. Regards, Jack

From: Tammy Taylor [<mailto:ttaylor@taylorclerk.com>]
Sent: Tuesday, May 29, 2012 9:08 AM
To: Jack Brown
Subject: FW: Response Letter to Audit Management Letter Comments
Importance: High

Jack-
I am going to need a response letter on behalf of the BCC. The auditors need this as soon as possible, to file with the report submitted to the Auditor General.
Thanks!
Tammy

From: Tammy Taylor [<mailto:ttaylor@taylorclerk.com>]
Sent: Wednesday, May 23, 2012 9:01 AM
To: 'Jack Brown'; Dana Southerland (taylorelections@gtcom.net); Bummy Williams(ellison.hr@fairpoint.net); Property Appraiser Bruce Ratliff (tcpabruce@hotmail.com); Jack Tedder (jtedder@taylorcountytaxcollector.com)
Cc: 'Victoria Edwards'; 'Danielle Welch'; Trina Stengel (tfstengel@taylorcountytaxcollector.com)
Subject: Response Letter to Audit Management Letter Comments
Importance: High

Hello Everyone-

I have spoken to some of you about this, and I will need your response letters after all. If there are no findings, just indicate that you are in agreement with the audit.

If you will send these to me, I will forward all response letters to the auditors, Powell and Jones, CPA's.

Thank you!

Tammy

Tammy Taylor

County Finance Director

P.O. Box 620

Perry, FL 32348

(850) 838-3506, ext.122

(850) 838-3540 (fax)

ttaylor@taylorclerk.com



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

May 29, 2012

Auditor General, State of Florida
Mr. David W. Martin
Claude Pepper Building
111 West Madison Street
Tallahassee, FL 32399

Dear Sir,

The purpose of this letter is to address the finding annotated in the management letter of the audit of the Taylor County, Florida Board of County Commissioners (the Board), as of and for the year ended September 30, 2011.

PRIOR YEAR FINDINGS

Prior Year Finds – There were no reportable finds in the prior year.

CURRENT YEAR FINDINGS

Current Year Finds – There were no reportable finds in the current year.

If additional information is needed, I can be reached by email at Jack.Brown@taylorcountygov.com or by phone at (850) 838-3500, Ext. 7.

Jack R. Brown
County Administrator
Taylor County Board of County Commissioners

10

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to hold the first of two public hearings to discuss the upcoming funding cycle for the 2012 Community Development Block Grant (CDBG). The second public hearing will be held July 2, 2012.

MEETING DATE REQUESTED:

June 4, 2012

Statement of Issue: Board to hold first of two public hearings to discuss the upcoming funding cycle for the CDBG grant.

Recommended Action: Grants staff recommends submitting grant application for housing rehabilitation funding assistance.

Fiscal Impact: Grants staff recommends submitting application in the amount of \$750,000 for funds to be used for housing rehabilitation for low to moderate income families. The County can use SHIP grant funds for a cash match as SHIP is state funds and CDGB is a federal grant program. \$75,000 of the 2011-2012 SHIP funds have been set aside to be used as a match. No additional match will be required from the County.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County will be closing out the CDBG housing rehabilitation grant in the amount of \$750,000 within the next few weeks. This grant must be closed out to be eligible for the upcoming funding cycle. With the currently open CDBG grant and SHIP funds approximately \$1.1M has been expended the past year rehabilitating homes or in many cases demolitions and new construction of homes of low to moderate income families in Taylor County. Twenty two (22) projects have been completed or are currently underway. Meridian Community Services Group assists the County in administering the CDBG and

SHIP Programs, and their fees are 100% paid through grant funds. The second public hearing will be held July 2, 2012. The funding cycle opens in August 2012. The state did not fund theSHIP for FY 2012-2013.

Attachments: Information on the Community Development Block Grant Program.

**Taylor County
FFY 2012 Community Development Block Grant
FIRST PUBLIC HEARING**

Purpose of the Hearing

- Two public hearings are required to ensure the public can voice opinions on the proposed application; ALSO, A MOTION TO PROCEED WITH THE APPLICATION MUST BE MADE.
- This hearing is held to outline the type of grants that are possible; the second hearing is held to review the draft application before it is submitted to DEO.

CDBG Program Objectives

- Benefit low and moderate income persons (a minimum of 51%)
- Aid in the prevention or elimination of slums or blight
- Other community development needs

Regular Categories And Activities

A local government may have only one of these grants open at any given time. There is a set deadline each year, usually in the spring.

- **Housing Rehabilitation** – Assists low and moderate income residents with physical improvements that address code, safety and other rehabilitation items. In some cases, severely damaged structures may be demolished and replaced.
- **Neighborhood Revitalization** – Assists communities with infrastructure improvements, such as paving, fire protection, drinking water, sewer, flood and drainage, handicap accessibility in public facilities, and other similar activities. It is required that no less than 51% of the residents who benefit from these activities be low to moderate income.
- **Commercial Revitalization** – Provides funds to address improvements to downtown or commercial districts, including water, sewer, sidewalks, parking, building facades, etc.

Economic Development Category

A local government can open one new economic development grant every year and there is *no limit to the number of these grants that can be open* at any given time, provided all grants are on schedule. A local government may apply for an economic development grant even if it has an open housing, neighborhood, or commercial grant, provided that grant is on schedule. There is no deadline – funds are awarded on a first come/first serve basis.

These funds are used to build infrastructure necessary to attract new businesses or retain expanding businesses. *Job creation is required*, and at least 51% of the jobs created must be available to low to moderate income persons. (Low to moderate income jobs are defined as positions requiring no more than a high school diploma. If additional training is required, the company must provide this training at no cost to the employee.)

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider advertising a proposed ordinance, pursuant to Florida Statutes 212.055, Subparagraph 7, dealing with Health Care, Specifically to impose a one-half (1/2) cent sales tax, as requested by the DMH Board of Directors.

MEETING DATE REQUESTED:

June 4, 2012

Statement of Issue: The Board Voted on May 1, 2012 to have the County Attorney to draft an ordinance for consideration.

Recommended Action: Approve/Disapprove advertising

Fiscal Impact: N/A

Budgeted Item: N/A

Submitted By: Jack Brown

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

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: At the Tuesday, May 1, 2012, Board meeting the Board voted to have the County Attorney prepare a draft ordinance. The draft ordinance is attached for your consideration.

Options: Board discretion

Attachments: County Attorney's letter and Draft Ordinance

May 29, 2012

VIA E-MAIL AND REGULAR MAIL

Hon. Annie Mae Murphy
Clerk of Court
Post Office Box 620
Perry, Florida 32348

Mr. Jack Brown
County Administrator
County Offices
201 E. Green Street
Perry, Florida 32347

Re: Ordinance pursuant to Chapter 212.055(7)-Indigent Healthcare

Dear Annie Mae and Jack:

Enclosed please find the Ordinance on the above issue also find a Notice.

I really haven't received an adequate plan and as you know if this passes it can't be limited to just the hospital.

If you have any questions, please let me know.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Enclosure

Cc: Michael S. Smith

ORDINANCE NO.:_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, PURSUANT TO CHAPTER 212.055(7) TO PUT ON THE AUGUST 14, 2012 BALLOT, A REFERENDUM VOTE TO DETERMINE IF THE ELECTORS OF TAYLOR COUNTY, FLORIDA SHALL BE FOR OR AGAINST THE IMPOSITION OF 0.5 VOTER APPROVED INDIGENT CARE SURTAX; PROVIDING FOR A PLAN FOR PROVIDING HEALTH CARE SERVICES TO QUALIFIED RESIDENTS; PROVIDING FOR THE WORDING ON THE BALLOT AND PROVIDING THAT THE SURTAX SHALL ONLY TAKE EFFECT UPON APPROVAL BY A MAJORITY VOTE OF THE ELECTORS OF TAYLOR COUNTY, FLORIDA VOTING ON A REFERENDUM; PROVIDING SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Taylor County, Florida have determined that there is a need for the electors of Taylor County, Florida to determine by referendum if a 0.5 sales surtax shall be levied in Taylor County for indigent health care, and

WHEREAS, pursuant to Chapter 212.055(7)(c), the Ordinance providing for the imposition of the surtax must set forth a plan for providing health care services to qualified residents, as defined in paragraph (d) of said chapter, and

WHEREAS, the Board has held a public hearing on this Ordinance.

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

Section 1. Definitions.

- A. Voter-Approved indigent care surtax. (Chapter 212.055(7)(a)(2) Florida Statutes provides, "the governing body of any county that has a population of fewer than 50,000 residents may levy an indigent care surtax pursuant to an ordinance conditioned to take effect only upon approval by a majority vote of the electors of the county voting in a referendum."
- B. Purposes to be funded and the Plan for providing health care services to qualified residents. The definition of "qualified residents". For purposes of this Ordinance, "qualified residents" means:
 - 1. Qualified as indigent persons as certified by Taylor County, Florida.
 - 2. Certified by the authorizing county as meeting the definition of the medically poor, defined as persons having insufficient income, resources, and assets to provide the needed medical care without using resources

required to meet basic needs for shelter, food, clothing and personal expenses; not being eligible for any other state or federal program or having medical needs that are not covered by any such program; or having insufficient third party coverage. In all cases Taylor County shall serve as the payor of last resort; or

3. Participating in innovative, cost-effective programs approved by Taylor County, Florida.
- C. The Plan, as required by Chapter 212.055, shall fund a broad range of health care services for indigent persons and the medically poor, including, but not limited to, primary care and preventive care, as well as hospital care. The Plan shall emphasize a continuity of care in the most cost-effective setting, taking into consideration a high quality of care and geographic access. Where consistent with these objectives, it (the plan) shall include, without limitation, services rendered by physicians, clinics, community hospitals, mental health centers, and alternative delivery sites, as well as at least one regional referral hospital where appropriate. It shall provide that agreements negotiated between Taylor County and providers shall include reimbursement methodologies that take into account the cost of services rendered to eligible patients, recognize hospitals that render a disproportionate share of indigent care, provide other incentives to promote the delivery of charity care, and require cost containment, including, but not limited to, case management. The plan must also include innovative health care programs that provide cost-effective alternatives to traditional methods of service delivery and funding.

Section 2. Collection.

- A. Moneys collected by this Ordinance remain the property of the State and shall be distributed by the Department of Revenue on a regular and periodic basis to the Clerk of the Circuit Court as ex officio custodian of the funds of the authorizing county. The Clerk of the Circuit Court shall:
1. Maintain the moneys in an indigent health care trust fund.
 2. Invest any funds held on deposit in the trust fund pursuant to general law.
 3. Disburse the funds, including any interest earned, to any provider of health care services, as provided in paragraphs (C) and (D), upon directive from the authorizing county.

Section 3. Placement on Ballot.

This Ordinance shall take effect rendering the 0.5 indigent care surtax only on the approval by a majority voting in a referendum. The surtax may be levied at a rate not to exceed 0.5 percent.

The Supervisor of Elections shall place on the ballot for the August 14, 2012 Primary Election, the following:

“Indigent Care Surtax – The purpose of the 0.5 percent surtax is to fund a broad range of health care services for indigent persons and the medically poor who are ‘qualified residents’ of Taylor County, Florida, and are not eligible for any other state or federal program or having medical needs not covered by any such program, or having insufficient third party insurance coverage.”

_____ FOR THE 0.5 CENTS TAX
_____ AGAINST THE 0.5 CENTS TAX

Section 4 . Severability. If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion.

Section 5. Effective Date. This Ordinance shall be effective as provided by law.

PASSED and ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this ____ day of _____, 2012.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
PATRICIA PATTERSON, Chairperson

ATTEST:

ANNIE MAE MURPHY, Clerk

**NOTICE (PURSUANT TO FLORIDA
STATUTE 125.66)**

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance to put on the August 14, 2012 ballot, a referendum vote to determine if the electors shall be for or against the imposition of a 0.5 voter approved indigent care surtax, the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular board meeting on _____, 2012, at _____. The title of the proposed ordinance is:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, PURSUANT TO CHAPTER 212.055(7) TO PUT ON THE AUGUST 14, 2012 BALLOT, A REFERENDUM VOTE TO DETERMINE IF THE ELECTORS OF TAYLOR COUNTY, FLORIDA SHALL BE FOR OR AGAINST THE IMPOSITION OF 0.5 VOTER APPROVED INDIGENT CARE SURTAX; PROVIDING FOR A PLAN FOR PROVIDING HEALTH CARE SERVICES TO QUALIFIED RESIDENTS; PROVIDING FOR THE WORDING ON THE BALLOT AND PROVIDING THAT THE SURTAX SHALL ONLY TAKE EFFECT UPON APPROVAL BY A MAJORITY VOTE OF THE ELECTORS OF TAYLOR COUNTY, FLORIDA; PROVIDING SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

The proposed ordinance may be inspected by the public at the Clerk of the Circuit Court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DATED this ____ day of _____, 2012, by ANNIE MAE MURPHY, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider filling the Doctors Memorial Board position that expired 5/31/12, as requested by the DMH Board of Directors.



MEETING DATE REQUESTED:

June 4, 2012

Statement of Issue:

This position is currently filled by Dewayne Lanier. Mr. Lanier has requested to be reappointed to the position. The hospital set the closing time for the application to be Friday, June 1, 2012 which is after the agenda deadline. As of May 30, 2012 no one has turned in an application for the appointment. Incumbents are not required to turn in an application. They only have to provide a letter requesting reappointment which Mr. Lanier has done.

Recommended Action: Make a motion to appoint

Fiscal Impact: N/A

Budgeted Item: N/A

Submitted By: Jack Brown

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

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: If additional applications are received at the Clerk's office on Friday, they will be scanned and emailed to the Board. Historically standing Board members that are in good standing have been reappointed. There is a term limitation that Mr. Lanier has not exceeded.

Options: Board discretion

Attachments:

Arthur Dewayne Lanier
3249 San Pedro Rd.
Perry, FL 32347

(850)223-1567
adl39@fairpoint.net

May 28, 2012

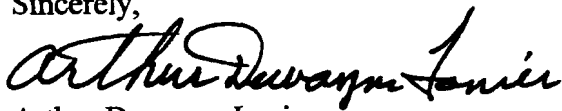
Com. Patterson/Chair
Taylor County Board of County Commissioners
201 East Green Street
Perry, FL 32347

Commissioner Patterson:

I appreciate the opportunity I have had to serve on the Board of Directors of Doctors' Memorial Hospital. I request the Board of County Commissioners consider reappointing me to continue my service.

I thank you for your consideration.

Sincerely,



Arthur Dewayne Lanier

Doctors' Memorial Hospital
333 North Byron Butler Parkway
Perry, FL 32347
850-584-0800

Application for Board of Directors

- | | | |
|--|--------------------------------------|----|
| 1. Are you 18 years old or older? | <input checked="" type="radio"/> Yes | No |
| 2. Are you a resident of Taylor County | <input checked="" type="radio"/> Yes | No |
| 3. Are you willing to spend up to eight hour per month for meetings and workshops? | <input checked="" type="radio"/> Yes | No |
| 4. Are you willing to attend all Board Meetings (emergencies excluded)? | <input checked="" type="radio"/> Yes | No |
| 5. Are you willing to attend two weekend retreats per year? | <input checked="" type="radio"/> Yes | No |

Marion Joe Collins
Applicant Signature

MARION H. J. COLLINS
Print Name

Please return to Administration by 5:00 p.m. August 1, 2008; no applications will be accepted after that time.

Request For Consideration Questionnaire for Doctors' Memorial Hospital Board of Trustees

Name: Marion M. Joe Collins
Address: 514 West Green Perry, Fla
Phone; Home: 850-584-4596 Work: 850-843-0815 Fax: 838-3553
Email: JC / VC @ GT com. Net

Please answer the following questions (use additional pages if necessary)

Education:

High School, Graduate?: Name: Albany H.S.
Address: Albany, Ga.

Post-Secondary Education: INFR College Madison, Fla
Name: Sam Antonio College San Antonio Texas
Address: FSU Tallahassee, Fla
E Kador (Reagents)

Technical Training:

Name: U.S. Naval Hospital Corp School Baltimore Md.
Address: U.S. Naval Medical School Bethesda Md.

Certificates of License Please List:

clinical chemistry, serology, Immunohematology, Microbiology
Parasitology
B.S. Biology, Medical Technology
microbiology, chemistry

College Courses or Graduate:

Name: _____
Address: _____

MT (ASCP) American Society of clinical Pathologist
AMT - American Medical Technologist. Certified
instructor & AMT, NHA, ACA

Answer Yes or No, If yes please explain. (Use additional pages if necessary)

1. Are you a resident of Taylor County?

☒ Yes

☐ No

2. Are you currently or have you been in the last five years an agent, employer, director or other affiliation with any medical care provider or other medical care entity?

☒ Yes

☐ No

Owner, Founder and Director of CHC Labs
Lake City, Fla.

3. Do you or any family member have any affiliation with any business or company that has a vendor relationship with DMH, Inc. or any other contractual relationship with DMH, Inc?

☐ Yes

☒ No

If Yes explain:

4. Have you or any family members worked at DMH in the last five years?

☐ Yes

☒ No

5. Please list Board/Business/Volunteer/Work Experience:

SAC - Taylor Tech - Perry, Fla.
SAC - Lake City Community College, Lake City, Fla.
Former chairman DMH Board - Perry, Fla.

6. Why do you wish to serve on the hospital Board of Trustees?

Because of my broad and long
feel I would bring a lot to the board

7. Please state why the selection of you as a DMH Board Member would benefit the hospital:

I have over 50 years of experience in medicine in every area of hospital. I have had several businesses that I did not work for a salary. I found a reference lab out of my back pocket which had over a hundred employees performing 1800 patients weekly which became a \$10 million dollar business.

8. Have you ever been convicted of a misdemeanor or felony in any state or federal court, If yes please explain in detail:

Yes

No

My company billed more than 20,000 patients a month with an average of 20 EOB Rejects. I ran the company from billing, Marketing and training of employees.

9. Please describe your viewpoint regarding the role of a Board Member, including your view on a Board Member's relationship with the DMH CEO, Medical Staff and employees.

Not Micromanaging - Fiscal Responsibility - Approving Physicians contracts

I am a former educator (Private, Vocational, College). The hospital needs people with hospital experience and having owned their own business. Doing Budgets - Not spending more than you take

10. The DMH Board meets one to two times each month, once a year for a weekend retreat, and participates in self education and orientation. Do you foresee a problem in attending these events?

None at all!

11. Please describe in general any opinions you have regarding the strengths and weaknesses of DMH operational management and physical plant.

I think the affiliation to TMA has been a positive one. When I was chairman, I met & Mark O'Bryant several times.

12. Further comments:

Richard Huth has been positive and his enthusiasm is contagious.

I do feel the board could be more budget conscious.

13. In your opinion, which is the single most important issue facing rural healthcare in Florida?

cuts in reimbursement of
Medicaid and Medicare

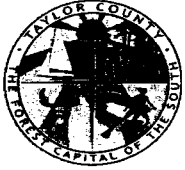
"On Behalf of the Taylor County Board of County Commissioners, we thank you for taking time to complete this Request for Consideration Questionnaire and for offering to volunteer your time which would serve as an investment into the future of healthcare in our community."

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Auley Rowell to appear before the Board to further discuss Solid Waste Issues.



MEETING DATE REQUESTED:

June 4, 2012

Statement of Issue: Auley Rowell sent an email requesting that he be placed on the agenda to discuss Solid Waste issues.

Recommended Action: Unknown

Fiscal Impact: Unknown

Budgeted Item: N/A

Submitted By: Jack Brown

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

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: No additional information has been provided.

Options: Board discretion

Attachments: Email requesting to appear before the Board attached.

Jack Brown

From: Auley Rowell <auley@fairpoint.net>
Sent: Tuesday, May 29, 2012 11:27 AM
To: Jack Brown
Cc: 'Cindy Mock'
Subject: Agenda

Jack,
Please put me on the agenda for the next BOCC meeting to discuss Solid Waste issues

Thanks

Auley

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

A representative from Suwannee River Water Management to appear before the Board to request the Board consider adopting a proposed Ordinance implementing a year-round outdoor conservation measures and water shortages restrictions as agendaed by Jack Brown, County Administrator.

MEETING DATE REQUESTED:

June 4, 2012

Statement of Issue:

On Thursday, May 24, 2012, Steve Minnis with SRWMD sent out an email requesting that the Board consider adopting a model ordinance implementing year-round outdoor conservation measures and water shortage restrictions (email attached).

Recommended Action:

Approve/Disapprove having the County Attorney preparing the draft ordinance in the County Style and approving advertising for a public hearing.

Fiscal Impact:

N/A

Budgeted Item:

N/A

Submitted By:

Jack Brown

Contact:

(850) 838-3500, Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Since you already have the draft ordinance in front of you, you should be able to determine if you want to approve advertising for a public hearing. NOTE: This does require that the county enforces the ordinance. We are dictated by state law to do so any way. This is another unfunded mandate from the state passed on the local tax payers.

Options:

Board discretion

Attachments:

email, SRWMD Governing Board Order (was approved on May 29, 2012), purposed ordinance by SRWMD

Jack Brown

From: Minnis, Steve <minnis_s@srwmd.state.fl.us>
Sent: Thursday, May 24, 2012 6:47 AM
Subject: Water Shortage
Attachments: SRWMD_Year-Round Water Conservation and Shortage Ordinance.docx; Water Shortage 2012_Public Supply.pdf; Phase III Water Shortage Final Order.pdf

As you are aware, rainfall, lake levels, groundwater levels, spring flows, and stream flows are extremely low. The US Drought Monitor classifies the vast majority of the District as being in an exceptional drought. Please be advised that the Suwannee River Water Management District staff will be recommending the Governing Board on May 29, 2012 to declare a water shortage to help reduce demands on available supplies. Water shortage restrictions are a demand management tool that can be used to address short term hydrological conditions.

Section 373.609, Florida Statutes requires county and city officials and all law enforcement authorities to enforce orders lawfully issued by the District.

Attached is a model ordinance for your consideration. The model ordinance provides for local government implementation of year-round outdoor conservation measures and water shortage restrictions. The model ordinance only pertains to residential and commercial lawn and landscape irrigation and related outdoor water uses. The model ordinance does not pertain to permitted uses by the District such as agricultural water use permits.

The District respectfully requests adoption of the attached model ordinance that will empower your local government to enforce the lawn and landscape provisions of the water shortage order. The model ordinance provides for local government implementation of year-round outdoor conservation measures and water shortage restrictions.

Also, attached for your information is a copy of the Phase III Modified Water Shortage Order the staff will be presenting to the Governing Board on May 29, 2012 and a summary of the water shortage restrictions.

Thank you for your assistance and help in reducing the demand on our water resources.

Please contact me at 386.362.8313 should you have any questions or would like a presentation to your Board on this matter.

Best Regards,

Steven Minnis
Director of Governmental Affairs
Suwannee River Water Management District
9225 CR 49
Live Oak, Florida 32060

386.362.0434 (office)
386.362.8313 (mobile)

All E-mail sent to and from this address may be public records. The Suwannee River Water Management District does not allow use of the District E-mail system and other equipment for non-business related purposes.

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
GOVERNING BOARD ORDER

Order Number: **12-0005**
Date Approved: **May 29, 2012**
Subject: **Modified Phase III Water Shortage Order**
Approval:

Don Quincey, Chairman

Ray Curtis, Secretary



Modified Phase III Water Shortage Order

The Governing Board of the Suwannee River Water Management District (District), during a regularly scheduled meeting held on May 29, 2012, at District Headquarters in Live Oak, Florida, received testimony, including data and recommendations from District staff regarding hydrologic conditions and the declaration of a water shortage within the District. Based on the testimony, data, and staff recommendations, the Governing Board makes the following Findings of Fact and Conclusions of Law.

FINDINGS OF FACT

1. At its May 29, 2012, meeting, the District's Governing Board declared a Modified Phase III Water Shortage, pursuant to the provisions of 40B-21, Florida Administrative Code (F.A.C.), to remain in effect until September 30, 2012.

2. Drought indicators are summarized as follows:

Rainfall

- For the period May 1, 2011, through April 30, 2012, for the fifteen counties within the District, there was an average rainfall deficit of approximately 17.1 inches based on records beginning in 1932.
- The 12-month rainfall ending April 30 is in the lowest one percent of all 12-month periods, and is the lowest of all May through April 12-month period based on records beginning in 1932.

Groundwater Conditions

- Of the 51 upper Floridan monitor wells measured between May 1 and May 15, 2012, 90 percent had levels in the lowest 10 percent of all records, considered extremely low. Eighty-four percent had levels in the lowest 5 percent of all records. Forty-three percent had record-setting lows.
- In the 12 months prior to May 15, 2012, 55 of 94 upper Floridan monitor wells reported record low levels.

Surfacewater Conditions

- The Suwannee River at Branford gage monitors flow contributed by 79 percent of the 9,973 square mile Suwannee River drainage area and has continuous records since 1931. The average flow rate on May 15, 2012, was in the lowest one percent of all daily flows, the lowest one percent of all 7-day average flows, the lowest 10 percent of all 60-day average flows, and was the lowest of all 365-day average flows.
- The Santa Fe River near Fort White gage monitors flow contributed by 74 percent of the 1,374 square mile Santa Fe River drainage area and has continuous records since 1931. The average flow rate on May 15, 2012, was in the lowest 3 percent of daily and 7-day average flows, the lowest 2 percent of 60-day average flows, and was the lowest of all 365-day average flows.
- On May 15, flow rates at the Econfinia River near Perry and the Steinhatchee River near Cross City were in the lowest 2 percent of all daily, 7-day, and 365-day average flows, at gages with continuous data beginning in 1950.
- As of April 26, 2012, Treehouse Spring (a first-magnitude spring in Alachua County) and Levy Blue Spring (a third magnitude spring in Levy County) were observed with no flow for the first time in their records. Hornsby Springs, a first magnitude spring in Alachua County, was also not flowing as of April 26.
- Flow measurements taken between January 1 and April 26, 2012, were the lowest in the record for the following springs: Poe Springs, Suwannee Springs, Alapaha Rise, and Otter Springs. On April 26, the flow rate at Poe Springs was 3 cubic feet per second, which is 16 percent of the previous low flow recorded in 2009.

Drought Indices

- As of May 8, 2012, the U.S. Drought Monitor reported all or part of Taylor, Lafayette, Dixie, Suwannee, Columbia, Baker, Union, Bradford, Gilchrist, and Alachua counties in exceptional drought (D4 status). Most

of Jefferson, Madison, Hamilton, and Levy counties were in extreme drought (D3 status). Suwannee River tributary basins in South Georgia were in extreme drought (D3 status).

- The Palmer (long-term) Drought Severity Index published by the Climate Prediction Center was -4.23 for North Florida for the week ending April 21, indicating extreme drought.
- As of May 15, the USGS classified the river basins in the SRWMD and the Suwannee River tributary basins in Georgia as under severe hydrologic drought, with the middle- and lower-Suwannee basin under extreme hydrologic drought, based on 7-day average streamflow compared to historical streamflow for the day of year.

Forecast and Climatology

- Average May rainfall based on records beginning in 1932 is 3.43 inches. Average May evapotranspiration based on University of Florida data at four stations in or near the SRWMD beginning in 2003 is 4.9 inches. On average, May rainfall does not provide reliable groundwater recharge.
- The three-month precipitation probability outlook published by the Climate Prediction Center on April 19, 2012, shows North Florida having equal chances of above normal, normal, or below normal precipitation through July 31, 2012.
- The U.S. Seasonal Drought Outlook published on May 3, 2012, depicts the North Florida drought as ongoing with some improvement through the period ending July 31, 2012. South Georgia is depicted as an area of ongoing drought, likely to persist or intensify.

CONCLUSIONS OF LAW

3. The Governing Board of the District is duly authorized by Section 373.246(2), Florida Statutes (F.S.), and Chapter 40B-21, F.A.C., to issue orders declaring the existence of a water shortage within all or part of the District and to impose such restrictions and require such measures as may be necessary to reduce demand on available water supplies.

4. County and city officials and all law enforcement authorities are required to enforce orders lawfully issued by the District pursuant to Chapter 40B-21, F.A.C., and Section 373.609, F.S.

5. The Governing Board held a public workshop on May 8, 2012, and a hearing on May 29, 2012, at the District's headquarters for the purpose of

considering data, including quantitative and qualitative indicators and staff recommendations.

6. Upon careful consideration of the hydrologic conditions, District data, qualitative factors and staff recommendations, the Executive Director has determined that a District-wide Modified Phase III Water Shortage is necessary and should be so ordered.

ORDERED

THEREFORE, based on the foregoing Findings of Fact and Conclusions of Law, it is hereby ORDERED:

7. A Modified Phase III Water Shortage is declared for all ground and surface waters within the District's fifteen-county area.

8. Water use restrictions are attached to this Order and are hereby incorporated.

9. Water use restrictions shall take effect on May 29, 2012.

10. County and city officials and all law enforcement authorities shall enforce this Order when requested, pursuant to the Plan and Section 373.609, F.S.

11. Water shortage declarations and restrictions enacted prior to this Order by county and city officials affecting their local jurisdictions ("Local Action") that are at least as restrictive as this Modified Phase III Water Shortage Order are hereby ratified and authorized to continue in effect according to their terms. In the event that a Local Action is less restrictive than this Order, this Order shall supersede the Local Action, unless the county or city officials obtain a variance or waiver from this Order from the District.

12. This order shall remain in effect from May 29, 2012, until September 30, 2012, unless otherwise modified, revoked, or rescinded by the Governing Board.

ATTACHMENT
MODIFIED PHASE III WATER SHORTAGE RESTRICTIONS

- (1) **Indoor uses** shall be reduced by employing water conservation measures and by installing water conserving devices.
- (2) **Essential uses** should be reduced to the extent practicable by limiting flushing and other system cleaning activities to a level required to maintain the health, safety, and welfare of the public.
- (3) **Agricultural uses** shall be restricted as follows:
- (a) Treated wastewater irrigation shall not be restricted.
 - (b) Low pressure/low volume irrigation systems shall not be restricted.
 - (c) Overhead irrigation by high pressure/high volume systems shall be prohibited between the hours of 12:00 p.m. and 9:00 p.m. Systems that have been certified by an independent irrigation laboratory within the past five years prior to the effective date of a water shortage order to be as efficient as practicable or are compliant with applicable water conservation best management practices shall not be restricted.
 - (d) Flood/seepage irrigation systems shall be operated in a manner that will capture all runoff that is practicable for reuse.
 - (e) Livestock water users shall, to the extent practicable, reduce their water usage to a level required to maintain the health, safety, and welfare of livestock.
 - (f) Soil flooding for pest control or soil preservation shall be prohibited.
 - (g) Soil flooding to permit harvesting of sod shall be prohibited.
 - (h) Aquaculture water users shall, to the extent practicable, reduce their water usage.
 - (i) All irrigation systems shall be operated in a manner that will efficiently use the water withdrawn.
 - (j) All agricultural enterprises should suspend those activities which stimulate the need for increased irrigation, as feasible and appropriate.
 - (k) No unnecessary off-site discharge from irrigation shall be allowed.
 - (l) No off-site application or irrigation water on non-targeted areas shall be allowed.
 - (m) Users having access to more than one source class shall maximize the use of the lesser or least restricted source class.
 - (n) For those agricultural enterprises that have best management practices approved by the Department of Agriculture and Consumer Services, irrigation for purposes of watering-in of insecticides, fungicides, herbicides, and fertilizers shall not be restricted. Such watering-in shall be limited to the minimum necessary and shall be accomplished during the hours allowed for normal irrigation.

(4) Commercial and industrial uses shall be restricted as follows:

(a) Use of treated wastewater shall not be restricted.

(b) Phosphate mining and beneficiation operations:

1. Recycled water within the mine site shall be used to the greatest extent practicable to reduce freshwater withdrawals.

2. Water within noncontiguous mine cuts and other impoundments shall be used to the greatest extent practicable to augment the mine's circulation system.

3. Off-site discharges of water shall be reduced or eliminated to the greatest extent practicable.

4. Cleaning requiring water use shall be reduced to the minimum required to protect the efficiency of the operation, prevent damage to equipment, or maintain the health and safety of workers.

5. Washing of vehicles shall be suspended except for health and safety needs.

6. Nonessential uses, plant cleaning, water-cooled air conditioning, and lawn irrigation shall be reduced or eliminated to the greatest extent practicable. Restriction of other uses within the mine site may also apply.

(c) Chemical products processing or manufacturing facilities:

1. The use of fresh water shall be reduced to the greatest extent practicable.

2. Off-site discharge shall be reduced or eliminated to the greatest extent practicable.

3. Recycled water shall be used to replace fresh water to the greatest extent practicable.

4. Nonessential uses, plant cleaning, water-cooled air conditioning, and lawn irrigation shall be reduced or eliminated to the greatest extent practicable.

(d) Limestone, sand, gravel, or other minerals mining operations:

1. On-site impounded surface waters shall be used to replace fresh water withdrawals to the greatest extent practicable.

2. Spraying for dust control in quarry area shall be reduced except for health and safety needs.

3. Reduce general housekeeping that requires the use of water to the greatest extent practicable.

4. Off-site discharge shall be reduced or eliminated wherever practicable.

(e) Cement, concrete, and concrete products manufacturing facilities:

1. Runoff shall be captured and reused to the greatest extent practicable.

2. Spray drift shall be reduced to the greatest extent practicable and spray application shall be adjusted to attain the greatest practicable efficiency.

3. The water content of products shipped shall be reduced to the greatest extent practicable.

(f) Perishable foods processing operations:

1. Off-site discharge shall be reduced or eliminated wherever feasible.

2. Water losses from released steam shall be minimized to the greatest extent practicable.

3. Effluent shall be recycled to the greatest extent practicable.

(g) Perishable foods packing operations:

1. Restrict washing of fruit and plant area to minimum level necessary for health and safety standards.

2. Equipment washing apparatus with automatic shut-off devices shall be used to the greatest extent practicable.

(h) Bottled water and other beverage products operations:

1. Restrict equipment washing operations to the minimum level necessary for health and safety standards.

2. Implement routine process inspections to find and reduce water waste to the greatest extent practicable.

(i) Power generation:

1. Maximize production from generating facilities which are least dependent upon withdrawals from the source experiencing the shortage, and minimize production from generating facilities which are most dependent upon withdrawals from the source experiencing the shortage, to the greatest extent practicable.

2. Non-essential uses of water, plant cleaning, water-cooled air conditioning, and lawn irrigation shall be reduced or eliminated to the greatest extent practicable. Restrictions of other uses may apply.

3. Power companies should encourage customers to reduce power consumption to the greatest extent practicable, so that they may reduce power generation and in turn, reduce water consumption.

(j) Other industrial and commercial uses:

1. Reduce use by employing water conserving measures and by installing water conserving devices.

2. Replace use of fresh water with reclaimed or recycled water wherever appropriate and feasible to the maximum extent practicable.

3. Users having access to more than one source class shall maximize the use of the lesser or least restricted source class.

4. Additional restrictions may apply.

(5) Water utility uses shall be restricted as follows:

(a) To the greatest extent practicable, utilities shall institute conservation measures such as improving and accelerating leak detection surveys and repair programs, installing and calibrating meters, and stabilizing and equalizing system pressures.

(b) New water line flushing and disinfection shall be limited to minimum requirements.

(6) Landscape irrigation uses shall be restricted as follows:

(a) Treated wastewater irrigation shall not be restricted.

(b) Lawns and landscaping.

1. Established lawns and landscaping.

a. The irrigation of established lawns and landscaping is prohibited, except between the hours of 10:00 p.m. and 6:00 a.m.

b. Hand watering is authorized between the hours of 4 p.m. and 10:00 a.m.

c. Lawn watering is limited to a once-per-week schedule as follows:

Addresses with House Numbers:	May only irrigate on:
Ending in 0 or 1	Monday
Ending in 2 or 3	Tuesday
Ending in 4 or 5	Wednesday
Ending in 6 or 7	Thursday
Ending in 8 or 9	Friday
No address (community common areas, etc.)	Friday

d. Irrigation for purposes of watering-in of insecticides, fungicides and herbicides, where such watering-in is required by the manufacturer, or by federal, state or local law, shall not be restricted; such watering-in shall be limited to the minimum necessary and should be accomplished during the hours allowed for normal irrigation.

e. The operation of irrigation systems for cleaning and maintenance purposes shall not be restricted, except to be limited to the minimum necessary to maintain efficient operation of the system. Each irrigation zone may be tested a maximum of once per week.

2. New lawns and landscaping.

a. Irrigation of new lawns and landscaping shall occur between the hours of 4:00 p.m. and 10:00 a.m. and limited to the minimum amount required for the establishment of the lawn. Sixty days following planting of lawn and landscaping, the restrictions in paragraph 1. Above shall apply.

b. Irrigation for purposes of watering-in of insecticides, fungicides and herbicides, where such watering-in is required by the manufacturer, or by federal, state or local law, shall not be restricted; such watering-in shall be limited to the minimum necessary and should be accomplished during the hours allowed for normal irrigation.

c. The operation of irrigation systems for cleaning and maintenance purposes shall not be restricted, except to be limited to the minimum necessary to maintain efficient operation of the system. Each irrigation zone may be tested a maximum of once per week.

(c) Golf courses.

1. Irrigation of greens and tees shall occur between the hours of 10:00 p.m. and 6:00 a.m.
2. Irrigation of fairways, roughs, and non-play areas on the front nine holes of the course shall be prohibited, except between the hours of 10:00 p.m. and 6:00 a.m. on odd numbered days.
3. Irrigation of fairways, roughs, and non-play areas on the back nine holes of the course shall be prohibited, except between the hours of 10:00 p.m. and 6:00 a.m. on even numbered days.
4. Horticultural practices which stimulate the need for increased irrigation shall be reduced or suspended to the greatest extent practicable.
5. Users having access to more than one source class shall maximize the use of the lesser or least restricted source class.
6. The operation of irrigation systems for cleaning and maintenance purposes shall be restricted to the minimum necessary to maintain efficient operation of the system. Each irrigation zone may be tested a maximum of once per week.
7. Irrigation for purposes of watering-in of insecticides, fungicides, herbicides, and fertilizer where such watering-in is required by the manufacturer or by federal, state or local law, shall not be restricted; such watering-in shall be limited to the minimum necessary and should be accomplished during the hours allowed for normal irrigation.

(7) Miscellaneous uses shall be restricted as follows:

- (a) Recreation area use of water shall be reduced to the greatest extent practicable.
- (b) Washing or cleaning streets, driveways, sidewalks, or other impervious areas with water shall be prohibited except to meet federal, state, or local health or safety standards.
- (c) Mobile equipment washing shall be accomplished using only low-volume methods (excluding commercial car washes).
- (d) Outside pressure cleaning shall be restricted to only low-volume methods.
- (e) Augmentation shall be limited to the minimum necessary to maintain and preserve the long-term integrity of the surfacewater body and associated habitat for fish and wildlife. Where minimum levels have been established by the District, no augmentation shall occur when water levels are above the applicable minimum water level.
- (f) Aesthetic uses.
 1. Outside aesthetic uses of water shall be prohibited.
 2. Inside aesthetic uses of water shall be prohibited.

(g) Car washing.

1. Car washing by individuals and businesses shall be limited to once per week on the designated watering day for the location.
2. Fundraising and commercial car washes, including mobile detail businesses may operate on any day.
3. Emergency and other first responder vehicles may be washed on any day as needed.

**EXCERPTS FOR
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
CHAPTER 40B-21
WATER SHORTAGE PLAN**

40B-21.051 Definitions

When used in this Chapter:

(1) "Even numbered address" means the house address or rural route ending in the numbers 0, 2, 4, 6, 8, or the letters A-M. Post office box numbers are not included.

(2) "Even numbered days" means the days whose dates end in the numbers 0, 2, 4, 6, or 8. For purposes of this chapter, the date shall be determined by the day during which irrigation begins.

(3) "Hand watering" means the low volume irrigation of plants or crops with one hose, fitted with a self-canceling or automatic shutoff nozzle, attended by one person.

(4) "High Pressure/High Volume Irrigation System" shall mean any sprinkler-type irrigation system with an SER greater than 1.2 and will typically include higher pressure (greater than 30 psi) pivots, traveling or walking systems, or in-ground, overhead sprinkler systems.

(5) "Irrigation System Efficiency Ratio (SER)" shall mean the ratio of the water withdrawn to the water requirement of the plant(s) irrigated and shall be determined by comparing volume of water which needs to be pumped for delivery by a particular irrigation system to the net irrigation requirement of a crop. For example, if a particular irrigation system requires 1.2 inches of water in order to apply 1 inch to a crop, the SER is 1.2:1 or simply 1.2. Generally, the excess water is lost to system leakage, evaporation, and wind drift.

(6) "Low Pressure/Low Volume Irrigation System" shall mean any irrigation system with a SER of 1.2 or less and will typically include trickle, drip, micro jet, and low pressure (less than 30 pounds per square inch [psi]) overhead irrigation systems.

(7) "Low-volume mobile equipment washing" means the washing of mobile equipment with a bucket and sponge or a hose with a self-canceling or automatic shutoff nozzle or both.

(8) "Low-volume pressure cleaning" means pressure cleaning by means of equipment which is specifically designed to reduce the inflow volume as accepted by industry standards.

(9) "Method of withdrawal class" means the type of facility or means of extraction or diversion of water employed by the user. Method of withdrawal classes within the District are specified in Rule 40B-21.571, F.A.C.

(10) "Mobile equipment" means any public, private, or commercial automobile, truck, trailer, railroad car, camper, boat, or any other type of similar

equipment. The term shall not include sanitation and sludge vehicles or food vending and transporting vehicles.

(11) "Odd numbered address" means the house address or rural route ending in the numbers 1, 3, 5, 7, 9 or the letters N-Z. Post office box numbers are not included.

(12) "Odd numbered days" means the days whose dates end in the numbers 1, 3, 5, 7, or 9. For purposes of this chapter, the date shall be determined by the day during which irrigation begins.

(13) "Overhead irrigation" means the use of equipment and devices which deliver water under pressure, through the air, above the level of the plant being irrigated.

(14) "Plan" means the water shortage plan authorized in Section 373.246, F.S., and contained in this chapter.

(15) "Seawater" shall mean any ground or surface water with an average total chloride concentration equal to or greater than 15,000 milligrams per liter.

(16) "Source class" means the specified water resource from which a user is obtaining water either directly or indirectly. Source classes within the District are identified in Rule 40B-21.531, F.A.C.

(17) "Use class" means the category describing the purpose for which the user is using water. Use classes within the District are specified in Rule 40B-21.541, F.A.C.

(18) "User" means any person or entity which directly or indirectly takes water from the water resource, including but not limited to uses from private or public utility systems, uses under water use permits issued pursuant to Chapter 40B-2, F.A.C., or uses from individual wells or pumps for domestic or individual home use.

(19) "Water resource" means any and all water on or beneath the surface of the ground, including natural or artificial water courses, lakes, ponds, or diffused surface water and water percolating, standing, or flowing beneath the surface of the ground, and any related natural systems. However, it does not refer to treated wastewater effluent or seawater.

(20) "Water shortage" means that situation within all or part of the District when insufficient water is available to meet the existing reasonable-beneficial needs of water users and to protect water resources from serious harm. A water shortage may be the result of a drought or the result of human influences on water resources.

(21) "Water shortage emergency" means a situation when the powers which can be exercised under a water shortage declaration are not sufficient to adequately protect the public health, safety, or welfare, the health of animals, fish, or aquatic life.

(22) "Water Use Permit" means a permit issued pursuant to Chapter 40B-2, F.A.C., authorizing the withdrawal and use of water.

**EXCERPTS FOR
SUWANNEE RIVER WATER MANAGEMENT DISTRICT
CHAPTER 40B-21
WATER SHORTAGE PLAN**

40B-21.601 General.

(1) Upon declaration of a water shortage or water shortage emergency, the restrictions presented within this part can be implemented to achieve the desired overall reductions in user demand. The target reduction ultimately chosen during a water shortage will be dependent upon the severity of the particular shortage. The District shall evaluate hydrologic conditions and implement the restrictions found in this Part. The restrictions shall be included in the notice(s) of the shortage, as specified in Rule 40B-21.275, F.A.C.

(2) Restrictions are presented for each use class and various subclasses. It shall be the responsibility of each water user to keep informed as to the restrictions in effect.

(3) In addition to the restrictions specified in this part, all wasteful and unnecessary water use is prohibited regardless of the severity of water shortage. This subsection is not intended to prohibit legal uses of water whether permitted or exempted by rule or statute. Such wasteful and unnecessary water use shall include, but not be limited to:

(a) Allowing water to be dispersed without any practical purpose to the user, regardless of the type of water use;

(b) Allowing water to be dispersed in a grossly inefficient manner, regardless of the type of water use;

(c) Allowing water to be dispersed to accomplish a purpose for which water use is unnecessary or which can be easily accomplished through alternative methods without water use; and

(d) Allowing water to be dispersed for purely aesthetic or ornamental uses.

**YEAR-ROUND WATER CONSERVATION MEASURES
AND WATER SHORTAGE ORDINANCE**

ORDINANCE NO. _____

AN ORDINANCE OF _____ [county or city name],
FLORIDA; PROVIDING FOR LOCAL IMPLEMENTATION
OF BOTH YEAR-ROUND WATER CONSERVATION
MEASURES AND TEMPORARY WATER SHORTAGE
RESTRICTIONS; PROVIDING FOR RECOGNITION OF
RELATED RULES OF THE SUWANNEE RIVER WATER
MANAGEMENT DISTRICT [add "ON A COUNTYWIDE
BASIS" if applicable]; PROVIDING DEFINITIONS;
PROVIDING FOR ENFORCEMENT AND PENALTIES;
PROVIDING FOR CODIFICATION; REPEALING ANY
INCONSISTENT PROVISIONS; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the jurisdiction of _____ [county or city name] includes lands
located in [insert "both" if located in more than one WMD] the Suwannee River Water
Management District [insert "and the _____ Water Management District" if applicable];
and

WHEREAS, year-round water conservation measures are an integral component
of long-term efforts to preserve and protect water supplies and water resources; and

1 **WHEREAS**, a water shortage or water shortage emergency may be declared
2 from time to time by [insert “either” if located in more than one WMD] the Suwannee
3 River Water Management District [insert, if applicable “the _____ Water Management
4 District”] affecting _____ **[county or city name]**; and

5 **WHEREAS**, during such water shortage condition the amount of surface and
6 groundwater supplies may become insufficient to meet current or anticipated demands;
7 and

8 **WHEREAS**, upon the existence of such conditions it becomes imperative to the
9 public well being that certain uses of water be restricted or curtailed and that available
10 water resources be allocated; and

11 **WHEREAS**, the Suwannee River Water Management District [insert, if applicable
12 “and _____ Water Management District have” and delete “has”] has primary
13 responsibility under Chapter 373, Florida statutes, for regulating water use and
14 allocating available water supplies during periods of water shortage; and

15 [insert, if applicable “**WHEREAS**, the Suwannee River Water Management
16 District and _____ Water Management District are allowed, under Chapter 373,
17 Florida statutes, to enter into interagency agreements to promote consistent regulation
18 of projects spanning their boundaries; and”]

19 [insert, if applicable “**WHEREAS**, the Suwannee River Water Management
20 District and _____ Water Management District have mutually determined that it would
21 be advantageous, under most hydrologic conditions, for the population of _____
22 **[county or city name]** to be subject to one consistent set of year-round water

1 conservation measures and, when necessary, one consistent set of temporary water
2 shortage restrictions on a countwide basis; and"]

3 [insert, if applicable "**WHEREAS**, the majority of the public water supplies and
4 domestic wells that serve this population are currently located within the Suwannee
5 River Water Management, indicating that the most logical set of related Rules to follow
6 would be those of the Suwannee River Water Management District; and"]

7 **WHEREAS**, the Suwannee River Water Management District has adopted "Year-
8 Round Water Conservation Measures", codified as Chapter 40B-21, Florida
9 Administrative Code, for the purpose of increasing long-term water use efficiency
10 through regulatory means; and

11 **WHEREAS**, the Suwannee River Water Management District has adopted a
12 "Water Shortage Plan", codified as Chapter 40B-21, Florida Administrative Code, for the
13 purpose of allocating and conserving the water resource during periods of water
14 shortage and maintaining a uniform approach towards water use restrictions; and

15 **WHEREAS**, the Suwannee River Water Management District has requested the
16 assistance of _____ [**county or city name**] in the enforcement of the provisions
17 of both the "Year-Round Water Conservation Measures" and the "Water Shortage
18 Plan"; and

19 **WHEREAS**, it is the desire of the _____ [**BOCC, city council or other**
20 **decision making body**] of _____ [**county or city name**] to provide the
21 Suwannee River Water Management District with all appropriate assistance in the
22 enforcement of the provisions of both the "Year-Round Water Conservation Measures"
23 and the "Water Shortage Plan" ; and

1 **WHEREAS**, Section 373.609, Florida Statutes, provides that it shall be the duty
2 of county/municipal governmental and law enforcement officials to assist a Water
3 Management District in the enforcement of Chapter 373, Florida Statutes, and any rules
4 adopted thereunder, upon request by the Water Management District; and

5 **WHEREAS**, the [BOCC, city council or other decision making body] of
6 _____ [county or city name] hereby finds and declares that adoption of this
7 ordinance is necessary, appropriate, and in the public interest of citizens of this
8 community; now therefore:

9 **BE IT ORDAINED BY THE [BOCC, city council or other decision making body] of**
10 _____ [county or city name] **FLORIDA:**

11 **SECTION 1.** Sections _____ through _____, Code of Ordinances are hereby created
12 to read:

13
14 **ARTICLE ____.** **YEAR-ROUND WATER CONSERVATION MEASURES**
15 **AND WATER SHORTAGE REGULATIONS**
16

17 **Section ____ INTENT AND PURPOSE**

18 It is the intent and purpose of this Article to protect the water resources of _____
19 [county or city name] from inefficient use at all times and overutilization during periods
20 of water shortage by assisting the Suwannee River Water Management District in the
21 implementation of its Year-Round Water Conservation Measures and Water Shortage
22 Plan.

23 **Section ____ DEFINITIONS**

1 For the purpose of this Article the following terms, phrases, words and their derivatives
2 shall have the meaning given herein. When not inconsistent with the context, words
3 used in the present tense include the future, words in the plural include the singular, and
4 words in the singular include the plural. The word "shall" is always mandatory and not
5 merely directory.

6 (a) **"District"** is the Suwannee River Water Management District.

7 (b) **"Person"** is any person, firm, partnership, association, corporation,
8 company, or organization of any kind.

9 (c) **"Water resource"** means any and all water on or beneath the surface of
10 the ground, including natural or artificial water courses, lakes, ponds, or
11 diffused surface water, and water percolating, standing, or flowing beneath
12 the surface of the ground.

13 (d) **"Water shortage condition"** is when sufficient water is not available to
14 meet present or anticipated needs of persons using the water resource, or
15 when conditions are such as to require temporary reduction in total water
16 usage within a particular area to protect the water resource from serious
17 harm. A water shortage usually occurs due to drought.

18 (e) **"Water shortage emergency"** means that situation when the powers
19 which can be exercised under subsection 40B-21.621, Florida
20 Administrative Code, are not sufficient to protect the public health, safety,
21 or welfare, or the health of animals, fish or aquatic life, or a public water
22 supply, or commercial, industrial, agricultural, recreational or other
23 reasonable uses.

Section _____ APPLICATION OF ARTICLE

The provisions of this Article shall apply to all persons using the water resource for lawn irrigation, landscape irrigation, and related outdoor water uses such as car washing within the geographical areas determined by the District, whether from public or privately owned Water utility systems, private wells, or private connections with surface water bodies. This Article shall not apply to persons using saltwater.

Section _____ AMENDMENTS TO YEAR-ROUND WATER CONSERVATION MEASURES WATER SHORTAGE PLAN

All portions of Chapter 40D-21B, Florida Administrative Code dealing with lawn irrigation, landscape irrigation, and related outdoor water use, as each may be amended from time to time, are incorporated herein by reference as a part of the _____ [county or city name] Code of Ordinances.

Section _____ APPLICABILITY OF YEAR-ROUND WATER CONSERVATION MEASURES

In the absence of a declaration of a water shortage or water shortage emergency within all or any part of _____ [city or county name] by the Governing Board or the Executive Director of the District, all lawn irrigation, landscape irrigation and related outdoor water conservation measures adopted by the District applicable to _____ [county or city name], or any portion thereof, shall be subject to enforcement action pursuant to this Ordinance. Any violation of the provisions of Chapter 40D-21, Florida Administrative Code, or any order issued pursuant thereto, shall be a violation of this Article.

Section ____ DECLARATION OF WATER SHORTAGE; WATER SHORTAGE

EMERGENCY

Upon declaration of a water shortage or water shortage emergency within all or any part of _____ [county or city name] by the Governing Board or the Executive Director of the District, all lawn irrigation, landscape irrigation and related outdoor water shortage restrictions adopted by the District applicable to _____ [county or city name], or any portion thereof, shall be subject to enforcement action pursuant to this Ordinance. Any violation of the provisions of Chapter 40D-21, Florida Administrative Code, or any order issued pursuant thereto, shall be a violation of this Article.

Section ____ ENFORCEMENT

Every police officer or sheriff having jurisdiction in the area governed by this Article shall, in connection with all other duties imposed by law, diligently enforce the provisions of this Ordinance. In addition, the _____ [county or city name] _____ [ranking staff member, such as County Administrator or City Manager] may also delegate enforcement responsibility for this Ordinance to agencies and departments of _____ [county or city name] government, in accordance with state and local law.

Section ____ PENALTIES

Violation of any provision of this Article shall be subject to the following penalties:

First violation

Verbal warning

Second violation

Formal warning

1	Third violation	\$25.00
2	Fourth violation	\$50.00
3	Fifth and subsequent violations	Fine not to exceed \$500
4		and/or imprisonment in the
5		County jail not to exceed 60
6		days

7 Each day in violation of this Article shall constitute a separate offense. When a water
8 shortage declaration is not in effect, and during the initial stages of a Water Shortage or
9 Water Shortage Emergency, enforcement officials may provide violators with no more
10 than one written warning. _____ [county or city name], in addition to the
11 criminal sanctions contained herein, may take any other appropriate legal action,
12 including but not limited to emergency injunctive action, to enforce the provisions of this
13 Article.

14 **Section ____ WATER USERS TO ACCEPT PROVISIONS OF ARTICLE**

15 No water service shall be furnished to any person by a public or private utility unless
16 such person agrees to accept all the provisions of this Article. The acceptance of water
17 service shall be in itself the acceptance of the provisions thereof.

18 **SECTION 2.** Codification of this Ordinance is hereby directed and authorized.

19 **SECTION 3.** All ordinances or parts of ordinances in conflict herewith be and the same
20 are hereby repealed.

SECTION 4. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

SECTION 5. It is the intention of the _____ [BOCC, city council or other decision making body] of _____ [county or city name] that the provisions of this Ordinance shall become and be made a part of the _____ [county or city name] Code of Ordinances; and that the Sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other phrase in order to accomplish such intentions.

SECTION 6. This Ordinance shall take effect immediately upon adoption

PASSED AND DULY ADOPTED by the _____ [BOCC, city council or other decision making body] of _____ [county or city name], Florida this _____ day of _____, 20____.

- - - - - LOCAL EXECUTION PROVISIONS - - - - -

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Jay Moseley of Meridian Community Services Group to discuss Fair Housing as required for grant submission of the Community Development Block Grant (CDBG) program.

MEETING DATE REQUESTED:

June 4, 2012

Statement of Issue: A requirement of grant submission to the CDBG program is a public information discussion on Fair Housing. Jay Moseley, of Meridian Community Services Group will be present to discuss Fair Housing policies and requirements.

Recommended Action: Not Applicable

Fiscal Impact: Not applicable. However, this is required for the CDBG grant submission process.

Budgeted Expense: Y/N

Submitted By:

Contact:

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is considering submitting grant application to the Florida Department of Community Affairs, Community Development Block Grant Program for funding assistance for home rehabilitation for low to moderate income residents of Taylor County. A requirement of the grant application is that a Fair Housing information discussion has been held at an advertised Board meeting.

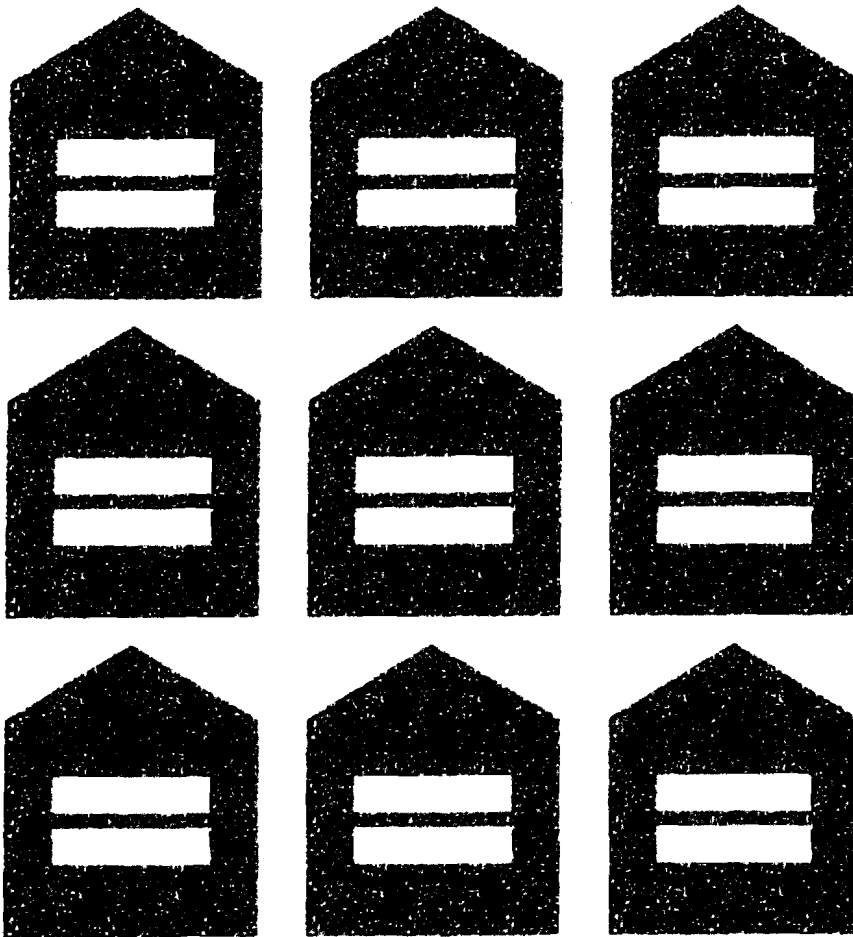
Attachments: Information on Fair Housing.

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity



Fair Housing

Equal Opportunity for All



Please visit our website: www.hud.gov/fairhousing

Fair Housing - Equal Opportunity for All

America, in every way, represents equality of opportunity for all persons. The rich diversity of its citizens and the spirit of unity that binds us all symbolize the principles of freedom and justice upon which this nation was founded. That is why it is extremely disturbing when new immigrants, minorities, families with children, and persons with disabilities are denied the housing of their choice because of illegal discrimination.

The Department of Housing and Urban Development enforces the Fair Housing Act and the other federal laws that prohibit discrimination and the intimidation of people in their homes, apartment buildings, and condominium developments - and nearly all housing transactions, including the rental and sale of housing and the provision of mortgage loans.

Equal access to rental housing and homeownership opportunities is the cornerstone of this nation's federal housing policy. Landlords who refuse to rent or sell homes to people based on race, color, national origin, religion, sex, familial status, or disability are violating federal law, and HUD will vigorously pursue them.

Housing discrimination is not only illegal, it contradicts in every way the principles of freedom and opportunity we treasure as Americans. The Department of Housing and Urban Development is committed to ensuring that everyone is treated equally when searching for a place to call home.

Contents	The Fair Housing Act	1
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U.S. Department of Housing and Urban Development (HUD)
451 7th Street, S.W.
Washington, D.C. 20410-2000

The Fair Housing Act

The Fair Housing Act prohibits discrimination in housing because of:

- Race or color
- National origin
- Religion
- Gender
- Familial status (including children under the age of 18 living with parents or legal custodians; pregnant women and people securing custody of children under 18)
- Disability

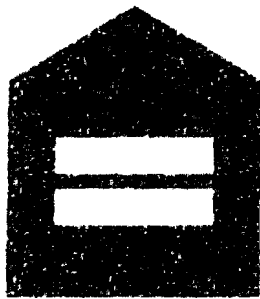
What Housing Is Covered?

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker and housing operated by organizations and private clubs that limit occupancy to members.

What Is Prohibited?

In the Sale and Rental of Housing: No one may take any of the following actions based on race, color, religion, gender, disability, familial status, or national origin:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental
- For profit, persuade, or try to persuade homeowners to sell or rent dwellings by suggesting that people of a particular race, etc. have moved, or are about to move into the neighborhood (blockbusting) or
- Deny any person access to, or membership or participation in, any organization, facility or service (such as a multiple listing service) related to the sale or rental of dwellings, or discriminate against any person in the terms or conditions of such access, membership or participation.



In Mortgage Lending: No one may take any of the following actions based on race, color, religion, gender, disability, familial status, or national origin:

- Refuse to make a mortgage loan
- Refuse to provide information regarding loans
- Impose different terms or conditions on a loan, such as different interest rates, points, or fees
- Discriminate in appraising property
- Refuse to purchase a loan or
- Set different terms or conditions for purchasing a loan.

In Addition, it is a violation of the Fair Housing Act to:

- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right
- Make, print, or publish any statement, in connection with the sale or rental of a dwelling, that indicates a preference, limitation, or discrimination based on race, color, religion, gender, disability, familial status, or national origin. This prohibition against discriminatory advertising applies to single-family and owner-occupied housing that is otherwise exempt from the Fair Housing Act.
- Refuse to provide homeowners insurance coverage for a dwelling because of the race, color, religion, gender, disability, familial status, or national origin of the owner and/or occupants of a dwelling
- Discriminate in the terms or conditions of homeowners insurance coverage because of the race, color, religion, gender, disability, familial status, or national origin of the owner and/or occupants of a dwelling
- Refuse to provide homeowners insurance, or imposing less favorable terms or conditions of coverage because of the predominant race, color, religion, gender, disability, familial status or national origin of the residents of the neighborhood in which a dwelling is located ("redlining")
- Refuse to provide available information on the full range of homeowners insurance coverage options available because of the race, etc. of the owner and/or occupants of a dwelling
- Make, print, or publish any statement, in connection with the provision of homeowners insurance coverage, that indicates a preference, limitation or discrimination based on race, color, religion, gender, disability, familial status or national origin.

Additional Protection If You Have a Disability

If you or someone associated with you:

- Have a physical or mental disability (including hearing, mobility and visual impairments, cancer, chronic mental illness, AIDS, AIDS Related Complex, or mental retardation) that substantially limits one or more major life activities
- Have a record of such a disability or
- Are regarded as having such a disability, your landlord may not:
 - Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if necessary for the disabled person to fully use the housing. (Where reasonable, the landlord may permit changes only if you agree to restore the property to its original condition when you move.)
 - Refuse to make reasonable accommodations in rules, policies, practices or services if necessary for the disabled person to use the housing on an equal basis with nondisabled persons.

Example: A building with a "no pets" policy must allow a visually impaired tenant to keep a guide dog.

Example: An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near her apartment if necessary to assure that she can have access to her apartment.

However, housing need not be made available to a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

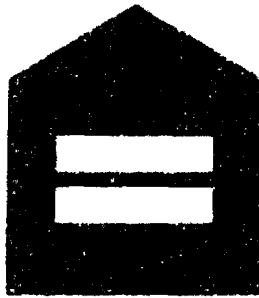
Accessibility Requirements for New Multifamily

Buildings: In buildings with four or more units that were first occupied **after** March 13, 1991, and that have an elevator:

- Public and common areas must be accessible to persons with disabilities
- Doors and hallways must be wide enough for wheelchairs
- All units must have:
 - An accessible route into and through the unit
 - Accessible light switches, electrical outlets, thermostats and other environmental controls
 - Reinforced bathroom walls to allow later installation of grab bars and
 - Kitchens and bathrooms that can be used by people in wheelchairs.

If a building with four or more units has no elevator and was first occupied after March 13, 1991, these standards apply to ground floor units only.

These accessibility requirements for new multifamily buildings do not replace more stringent accessibility standards required under State or local law.



Housing Opportunities for Families with Children

The Fair Housing Act makes it unlawful to discriminate against a person whose household includes one or more children who are under 18 years of age (*familial status*). Familial status protection covers households in which one or more minor children live with:

- A parent;
- A person who has legal custody (including guardianship) of a minor child or children; or
- The designee of a parent or legal custodian, with the written permission of the parent or legal custodian.

Familial status protection also extends to pregnant women and any person in the process of securing legal custody of a minor child (including adoptive or foster parents).

Additional familial status protections:

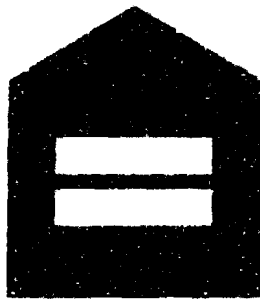
You also may be covered under the familial status provisions of the Fair Housing Act if you experience retaliation, or suffer a financial loss (employment, housing, or realtor's commission) because:

- You sold or rented, or offered to sell or rent a dwelling to a family with minor children; or
- You negotiated, or attempted to negotiate the sale or rental of a dwelling to a family with minor children.

The "Housing for Older Persons" Exemption:

The Fair Housing Act specifically exempts some senior housing facilities and communities from liability for *familial status* discrimination. Exempt senior housing facilities or communities can lawfully refuse to sell or rent dwellings to families with minor children, or may impose different terms and conditions of residency. In order to qualify for the "housing for older persons" exemption, a facility or community must prove that its housing is:

- Provided under any State or Federal program that HUD has determined to be specifically designed and operated to assist *elderly persons* (as defined in the State or Federal program); or



- Intended for, and solely occupied by persons *62 years of age or older*, or
- Intended and operated for occupancy by persons *55 years of age or older*.

In order to qualify for the **"55 or older"** housing exemption, a facility or community must satisfy each of the following requirements:

- at least *80 percent* of the occupied units must have at least one occupant who is 55 years of age or older; and
- the facility or community must publish and adhere to policies and procedures that demonstrate the *intent* to operate as "55 or older" housing; and
- the facility or community must comply with HUD's regulatory requirements for *age verification* of residents by reliable surveys and affidavits.

The *"housing for older persons"* exemption does not protect senior housing facilities or communities from liability for housing discrimination based on *race, color, religion, gender, disability, or national origin*. Further, "55 or older" housing facilities or communities that do permit residency by families with minor children cannot lawfully *segregate* such families in a particular section, building, or portion of a building.

If You Think Your Rights Have Been Violated

HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, you may write a letter or telephone the HUD office nearest you. You have one year after the discrimination allegedly occurred or ended to file a complaint with HUD, but you should file it as soon as possible.

What to Tell HUD:

- Your name and address
- The name and address of the person your complaint is against (the respondent)
- The address or other identification of the housing involved
- A short description of the alleged violation (the event that caused you to believe your rights were violated)
- The date(s) of the alleged violation.

Where to Write or Call: Send a letter to the HUD office nearest you, or if you wish, you may call that office directly. The TTY numbers listed for those offices are not toll free. Or you may call the toll free national TTY hotline at 1-800-927-9275.

For Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont:

BOSTON REGIONAL OFFICE

(Complaints_office_01@hud.gov)

U.S. Department of Housing and Urban
Development

Thomas P. O'Neill Jr. Federal Building

10 Causeway Street, Room 308

Boston, MA 02222-1092

Telephone (617) 994-8300 or 1-800-827-5005

Fax (617) 565-7313 * TTY (617) 565-5453

For New Jersey and New York:

NEW YORK REGIONAL OFFICE

(Complaints_office_02@hud.gov)

U.S. Department of Housing and Urban
Development

26 Federal Plaza, Room 3532

New York, NY 10278-0068

Telephone (212) 542-7519 or 1-800-496-4294

Fax (212) 264-9829 * TTY (212) 264-0927

*For Delaware, District of Columbia, Maryland,
Pennsylvania, Virginia and West Virginia:*

PHILADELPHIA REGIONAL OFFICE

(Complaints_office_03@hud.gov)

U.S. Department of Housing and Urban
Development

The Wanamaker Building

100 Penn Square East

Philadelphia, PA 19107-9344

Telephone (215) 656-0663 or 1-888-799-2085

Fax (215) 656-3449 * TTY (215) 656-3450

*For Alabama, Florida, Georgia, Kentucky,
Mississippi, North Carolina, Puerto Rico,
South Carolina, Tennessee
and the U.S. Virgin Islands:*

ATLANTA REGIONAL OFFICE

(Complaints_office_04@hud.gov)

U.S. Department of Housing and Urban
Development

Five Points Plaza

40 Marietta Street, 16th Floor

Atlanta, GA 30303-2808

Telephone (404) 331-5140 or 1-800-440-8091

Fax (404) 331-1021 * TTY (404) 730-2654

*For Illinois, Indiana, Michigan, Minnesota,
Ohio and Wisconsin:*

CHICAGO REGIONAL OFFICE

(Complaints_office_05@hud.gov)

U.S. Department of Housing and Urban
Development

Ralph H. Metcalfe Federal Building

77 West Jackson Boulevard, Room 2101

Chicago, IL 60604-3507

Telephone (312) 353-7776 or 1-800-765-9372

Fax (312) 886-2837 * TTY (312) 353-7143

*For Arkansas, Louisiana, New Mexico,
Oklahoma and Texas:*

FORT WORTH REGIONAL OFFICE

(Complaints_office_06@hud.gov)

U.S. Department of Housing and Urban
Development

801 North Cherry, 27th Floor

Fort Worth, TX 76102-6803

Telephone (817) 978-5900 or 1-888-560-8913

Fax (817) 978-5876/5851 * TTY (817) 978-5595

Mailing Address:

U.S. Department of Housing and Urban
Development

Post Office Box 2905

Fort Worth, TX 76113-2905

For Iowa, Kansas, Missouri and Nebraska:

KANSAS CITY REGIONAL OFFICE

(Complaints_office_07@hud.gov)

U.S. Department of Housing and Urban
Development

Gateway Tower II,

400 State Avenue, Room 200, 4th Floor

Kansas City, KS 66101-2406

Telephone (913) 551-6958 or 1-800-743-5323

Fax (913) 551-6856 * TTY (913) 551-6972

*For Colorado, Montana, North Dakota,
South Dakota, Utah and Wyoming:*

DENVER REGIONAL OFFICE

(Complaints_office_08@hud.gov)

U.S. Department of Housing and Urban
Development

1670 Broadway

Denver, CO 80202-4801

Telephone (303) 672-5437 or 1-800-877-7353

Fax (303) 672-5026 * TTY (303) 672-5248

For Arizona, California, Hawaii and Nevada:

SAN FRANCISCO REGIONAL OFFICE

(Complaints_office_09@hud.gov)

U.S. Department of Housing and Urban
Development

600 Harrison Street, Third Floor

San Francisco, CA 94107-1387

Telephone (415) 489-6548 or 1-800-347-3739

Fax (415) 489-6558 * TTY (415) 489-6564

For Alaska, Idaho, Oregon and Washington:

SEATTLE REGIONAL OFFICE

(Complaints_office_10@hud.gov)

U.S. Department of Housing and Urban
Development

Seattle Federal Office Building

909 First Avenue, Room 205

Seattle, WA 98104-1000

Telephone (206) 220-5170 or 1-800-877-0246

Fax (206) 220-5447 * TTY (206) 220-5185

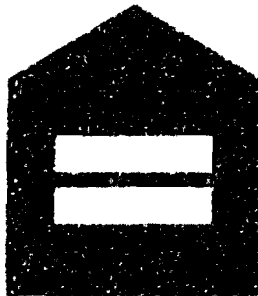
If after contacting the local office nearest you, you still have questions - you may contact HUD further at:

U.S. Department of Housing and Urban
Development
Office of Fair Housing and Equal Opportunity
451 7th Street, S.W, Room 5204
Washington, DC 20410-2000
Telephone 1-800-669-9777
Fax (202) 708-1425 * TTY 1-800-927-9275

If You Are Disabled: HUD also provides:

- A TTY phone for the deaf/hard of hearing users (see above list for the nearest HUD office)
- Interpreters
- Tapes and braille materials
- Assistance in reading and completing forms

What Happens When You File A Complaint?



HUD will notify you in writing when your complaint is accepted for filing under the Fair Housing Act. HUD also will:

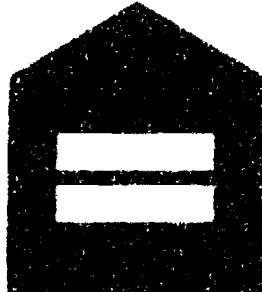
- Notify the alleged violator ("respondent") of the filing of your complaint, and allow the respondent time to submit a written answer to the complaint.
- Investigate your complaint, and determine whether or not there is reasonable cause to believe that the respondent violated the Fair Housing Act.
- Notify you and the respondent if HUD cannot complete its investigation within 100 days of filing your complaint, and provide reasons for the delay.

Fair Housing Act Conciliation: During the complaint investigation, HUD is required to offer you and the respondent the opportunity to voluntarily resolve your complaint with a HUD Conciliation Agreement. A HUD Conciliation Agreement provides individual relief for you, and protects the public interest by deterring future discrimination by the respondent. Once you and the respondent sign a HUD Conciliation Agreement, and HUD approves the Agreement, HUD will cease investigating your complaint. If you believe that the respondent has violated ("breached") your Conciliation Agreement, you should promptly notify the HUD Office that investigated your complaint. If HUD determines that there is reasonable cause to believe that the

respondent violated the Agreement, HUD will ask the U.S. Department of Justice to file suit against the respondent in Federal District Court to enforce the terms of the Agreement.

Complaint Referrals to State or Local Public Fair Housing Agencies: If HUD has certified that your State or local public fair housing agency enforces a civil rights law or ordinance that provides rights, remedies and protections that are "*substantially equivalent*" to the Fair Housing Act, HUD must promptly refer your complaint to that agency for investigation, and must promptly notify you of the referral. The State or local agency will investigate your complaint under the "*substantially equivalent*" State or local civil rights law or ordinance. The State or local public fair housing agency must start investigating your complaint within 30 days of HUD's referral, or HUD may retrieve ("reactivate") the complaint for investigation under the Fair Housing Act.

**Does the U.S.
Department of Justice
Play a Role?**

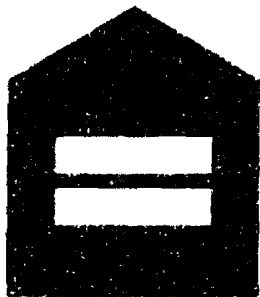


If you need immediate help to stop or prevent a severe problem caused by a Fair Housing Act violation, HUD may be able to assist you as soon as you file a complaint. HUD may authorize the U.S. Department of Justice to file a Motion in Federal District Court for a 10-day Temporary Restraining Order (TRO) against the respondent, followed by a Preliminary Injunction pending the outcome of HUD's investigation. A Federal Judge may grant a TRO or a Preliminary Injunction against a respondent in cases where:

- Irreparable (irreversible) harm or injury to housing rights is likely to occur without HUD's intervention, and
- There is substantial evidence that the respondent has violated the Fair Housing Act.

Example: An owner agrees to sell a house, but, after discovering that the buyers are black, pulls the house off the market, then promptly lists it for sale again. The buyers file a discrimination complaint with HUD. HUD may authorize the U.S. Department of Justice to seek an injunction in Federal District Court to prevent the owner from selling the house to anyone else until HUD investigates the complaint.

What Happens After A Complaint Investigation?



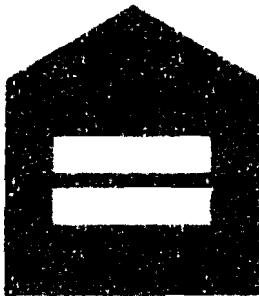
Determination of Reasonable Cause, Charge of Discrimination, and Election: When your complaint investigation is complete, HUD will prepare a Final Investigative Report summarizing the evidence gathered during the investigation. If HUD determines that there is reasonable cause to believe that the respondent(s) discriminated against you, HUD will issue a Determination of Reasonable Cause and a Charge of Discrimination against the respondent(s). You and the respondent(s) have Twenty (20) days after receiving notice of the Charge to decide ("elect") whether to have your case heard by a HUD Administrative Law Judge (ALJ) or to have a civil trial in Federal District Court.

HUD Administrative Law Judge Hearing: If neither you nor the respondent elects to have a Federal civil trial before the 20-day Election Period expires, HUD will promptly schedule a Hearing for your case before a HUD Administrative Law Judge. The ALJ Hearing will be conducted in the locality where the discrimination allegedly occurred. During the ALJ Hearing, you and the respondent(s) have the right to appear in person, to be represented by legal counsel, to present evidence, to cross-examine witnesses, and to request subpoenas in aid of discovery of evidence. HUD attorneys will represent you during the ALJ Hearing at no cost to you; however, you may also choose to intervene in the case and retain your own attorney. At the conclusion of the Hearing, the HUD ALJ will issue a Decision based on findings of fact and conclusions of law. If the HUD ALJ concludes that the respondent(s) violated the Fair Housing Act, the respondent(s) can be ordered to:

- Compensate you for actual damages.
- Provide permanent injunctive relief.
- Provide appropriate equitable relief (for example, make the housing available to you).
- Pay your reasonable attorney's fees.
- Pay a civil penalty to HUD to vindicate the public interest by discouraging future discriminatory housing practices. The maximum civil penalties are: **\$16,000.00** for a first violation of the Act; **\$37,500.00** if a previous violation has occurred within the preceding five-year period; and **\$65,000.00** if two or more previous violations have occurred within the preceding seven-year period.

Civil Trial in Federal District Court: If either you or the respondent elects to have a Federal civil trial for your complaint, HUD must refer your case to the U.S. Department of Justice for enforcement. The U.S. Department of Justice will file a civil lawsuit on your behalf in the U.S. District Court in the circuit in which the discrimination allegedly occurred. You also may choose to intervene in the case and retain your own attorney. Either you or the respondent may request a jury trial, and you each have the right to appear in person, to be represented by legal counsel, to present evidence, to cross-examine witnesses, and to request subpoenas in aid of discovery of evidence. If the Federal Court decides in your favor, a Judge or jury may order the respondent(s) to:

- Compensate you for actual damages.
- Provide permanent injunctive relief.
- Provide appropriate equitable relief (for example, make the housing available to you).
- Pay your reasonable attorney's fees.
- Pay punitive damages to you.
- Pay a civil penalty to the U.S. Treasury to vindicate the public interest, in an amount not exceeding **\$55,000.00** for a first violation of the Act and in an amount not exceeding **\$110,000.00** for any subsequent violation of the Act.



Determination of No Reasonable Cause and

Dismissal: If HUD finds that there is no reasonable cause to believe that the respondent(s) violated the Act, HUD will dismiss your complaint with a Determination of No Reasonable Cause. HUD will notify you and the respondent(s) of the dismissal by mail, and you may request a copy of the Final Investigative Report.

Reconsiderations of No Reasonable Cause

Determinations: The Fair Housing Act provides no formal appeal process for complaints dismissed by HUD. However, if your complaint is dismissed with a Determination of No Reasonable Cause, you may submit a written request for a reconsideration review to: Director, FHEO Office of Enforcement, U.S. Department of Housing and Urban Development, 451-7th Street, SW, Room 5206, Washington, DC 20410-2000.

In Addition

You May File a Private Lawsuit: Even if HUD dismisses your complaint, the Fair Housing Act gives you the right to file a private civil lawsuit against the respondent(s) in Federal District Court. You must file your lawsuit within two (2) years of the most recent date of alleged discrimination. The time during which HUD was processing your complaint is not counted in the 2-year filing period. You must file your lawsuit at your own expense; however, if you cannot afford an attorney, the Court may appoint one for you.

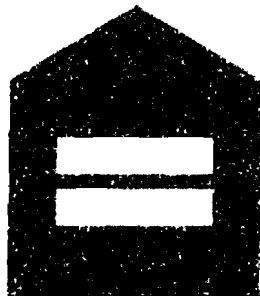
Even if HUD is still processing your complaint, you may file a private civil lawsuit against the respondent, unless: (1) you have already signed a HUD Conciliation Agreement to resolve your HUD complaint; or (2) a HUD Administrative Law Judge has commenced an Administrative Hearing for your complaint.

Other Tools to Combat Housing Discrimination:

- If there is noncompliance with the order of an Administrative Law Judge, HUD may seek temporary relief, enforcement of the order or a restraining order in a United States Court of Appeals.
- The Attorney General may file a suit in Federal District Court if there is reasonable cause to believe a pattern or practice of housing discrimination is occurring.

For Further Information:

The purpose of this brochure is to summarize your right to fair housing. The Fair Housing Act and HUD's regulations contain more detail and technical information. If you need a copy of the law or regulations, contact the HUD Fair Housing Office nearest you. See the list of HUD Fair Housing Offices on pages 7-9.



Department of Housing
and Urban Development
Room 5204
Washington DC, 20410-2000

HUD-1686-1-FHEO
September 2008



TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: The Board to consider awarding the bid for the FREQUENTIS PROTECT NG 911 Solution system to Kraus Associates, Inc. based upon a review by the County Attorney, as agendaed by Jack Brown, County Administrator.



MEETING DATE REQUESTED: June 4, 2012

Statement of Issue: On May 15, 2012 the Bid Committee recommended awarding the bid for the FREQUENTIS PROTECT NG 911 System to Kraus Associates, in the amount of \$250,077.00. The Board asked that the County Attorney review the recommendation to see if all was in order. The County Attorney after reviewing the bid solicitation and the bid found that all was in order.

Recommended Action: Award the bid to Kraus Associates, Inc., in the amount of \$250,077

Fiscal Impact: 911 Grant funded – \$250,077

Budgeted Item: N/A

Submitted By: Jack Brown

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

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: As stated above

Options: Board discretion

Attachments: Bid information.

The Bishop Law Firm, P.A.
Attorneys at Law

CONRAD C. BISHOP, JR.
CONRAD C. "SONNY" BISHOP, III
ERNIE PAGE, IV

POST OFFICE BOX 167
411 N. WASHINGTON STREET
PERRY, FLORIDA 32348

(850) 584-6113
FAX (850) 584-2433

May 24, 2012

VIA E-MAIL AND REGULAR MAIL

Ms. Rena' Courtney
911 Coordinator, Taylor County
589 Hwy 27 East
Perry, Florida 32347

Dear Rena':

I received the bid and it looks okay to me.

Thank you and I hope you are doing fine.

Respectfully,


Conrad C. Bishop, Jr.

CCB/kp

Jack Brown

From: Dustin Hinkel
Sent: Friday, May 18, 2012 9:19 AM
To: Jack Brown
Subject: RE: Frequentis

My thoughts, too.

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>

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: Jack Brown
Sent: Friday, May 18, 2012 9:18 AM
To: Dustin Hinkel
Subject: Re: Frequentis

I spoke to Conrad while we were traveling yesterday. He said he would call Rene and give her the green light. Just re-agenda it with a copy of the email below under county attorney. Thanks, Jack

Sent from my iPad

On May 18, 2012, at 8:54 AM, "Dustin Hinkel" <dustin.hinkel@taylorcountygov.com> wrote:

FYI

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>

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: Rena Courtney [<mailto:taylor911@fairpoint.net>]
Sent: Thursday, May 17, 2012 2:13 PM
To: Dustin Hinkel
Subject: Frequentis

Good afternoon Dustin,
I just got off of the phone with Conrad who said the bid looks good to him. Can you modify the previous agenda request or do you want me to do a new one??

Rena Courtney
911 Coordinator, Taylor County
589 Hwy 27 East
Perry, Florida 32347

telephone: (850)584-2429
fax: (850)584-2035
taylor911@fairpoint.net

Jack Brown

From: Rena Courtney <taylor911@fairpoint.net>
Sent: Wednesday, May 16, 2012 11:57 AM
To: CONRAD BISHOP
Cc: Dustin Hinkel; Jack Brown
Subject: FW: bid announcement for Taylor County 911 system
Attachments: 2005bidspecsforecs1000.pdf; 120509_Frequentis_Award_Docs.pdf

Good morning Mr. Bishop,

I wanted to make sure you received a copy of the email we discussed last night. Also I have attached the bid award packet from the meeting last night as well as the proposal from 2005 for the current 911 system. This proposal was completed by Ken Dalton and specifically named the ECS 1000.

Please feel to contact me with any questions.

Rena' Courtney
911 Coordinator, Taylor County
589 Hwy 27 East
Perry, Florida 32347

telephone: (850)584-2429
fax: (850)584-2035
taylor911@fairpoint.net

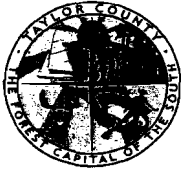
From: Baggett, Georgia (Floral AL) [<mailto:gbaggett@fairpoint.com>]
Sent: Monday, April 23, 2012 3:34 PM
To: Rena Courtney
Cc: Wood, Linda (Port St Joe, FL); Anthony, Kerry (Port St Joe, FL)
Subject: FW: bid announcement for Taylor County 911 system

Good Afternoon Rena'

Thanks for affording FairPoint Communications the opportunity to bid on your new 911 System. We must graciously step aside as we cannot quote Frequentis Equipment as requested in the RFP. If we may be of any further assistance in your Communications Systems, please do not hesitate to contact us.

Have a great afternoon,
GB

Georgia Baggett - Manager E-911 Services
FairPoint Communications | 1262 Fifth St, Floral, AL 36442 | gbaggett@fairpoint.com
www.FairPoint.com | 334.858.3214 office | 850.227.5006 cell | 334.858.3459 fax

TAYLOR COUNTY BOARD OF COMMISSIONERS***County Commission Agenda Item*****SUBJECT/TITLE:**

Frequentis Protect i3 9-1-1 Solution Bid Review

MEETING DATE REQUESTED:

June 4, 2012

Statement of Issue: The bid committee for the Frequentis Protect i3 9-1-1 Solution as reviewed the bid received for this project.

Recommended Action: Approve the bid.

Fiscal Impact: \$250,077.00

Budgeted Expense: Y/N Yes/Grant funds received from State 911 board.

Submitted By: Rena' Courtney, 911 Coordinator

Contact: Rena' Courtney

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: Bid Review / Copy of Bid / Attorney Approval



Where Technology, Creativity, & Quality Service Meet

Taylor County, FL
FREQUENTIS PROTECT i3 NG9-1-1 SOLUTION
April 2012

REQUEST FOR BIDS
FREQUENTIS PROTECT i3 NG9-1-1 SOLUTION
Taylor County Board of County Commissioners

The Taylor County Board of County Commissioners is requesting sealed bids from qualified 911 service providers for the purchase of hardware and software for the FREQUENTIS PROTECT i3 NG9-1-1 SOLUTION for the Taylor County 911 infrastructure located at 589 Highway 27 East, Perry, Florida 32347.

The bid is for equipment and software only. Installation of the equipment and software is not part of the bid proposal. Bidders must only bid on specified parts and software as provided, no substitutions will be accepted.

Specifications may be obtained online at <http://www.taylorcountygov.com/Bids/Index.htm>

Sealed Bids are to be submitted on or before May 1, 2012 at 4:00p.m. Send one (1) original and three (3) copies of sealed bids, or deliver in person to Annie Mae Murphy, Clerk of Court, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, (850) 838-3506. Bid envelopes are to be identified as PROTECT i3 NG9-1-1 SOLUTION and must have the Bidders name and mailing address on the outside of the envelope or package when submitted.

A public opening of bids is scheduled for May 1, 2012 at 6:15 PM at 201 East Green Street, Perry, Florida 32347. Bids will be opened during a regularly scheduled Board of County Commissioners meeting.

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 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 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.

Questions regarding bid should be directed to Rena' Courtney, Taylor County 911 Coordinator, (850) 584-2429.

GENERAL BID INFORMATION

1. Bid Specifications may be obtained online at <http://www.taylorcountygov.com/Bids/Index.htm>
2. Four (4) proposal 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, May 1, 2012.
3. Proposals must be in a sealed envelope plainly marked on the outside: **"Sealed Bid for PROTECT 13 NG9-1-1 SOLUTION"**.
4. All bids **MUST** have the respondents name and mailing address clearly shown on the outside of the envelope or package when submitted.
5. Proposals 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 proposal may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
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. Proposals shall be received and respondents announced on Tuesday, May 7, 2012, in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.
9. The Taylor County Board of County Commissioners reserves the right, in its sole and absolute discretion, to reject, to reject any or all proposals, to cancel or withdraw this proposal at any time and waive any irregularities in the proposal process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest.
10. It is the responsibility of the respondents to fully understand and follow all project expectations.
11. All bids submitted, requiring General Liability and Workmen's Compensation Insurance, per the bid specifications, must include a Certificate of Insurance showing \$1,000,000.00 liability insurance, listing Taylor County as additional insured, or a statement from a insurance agent, verifying that if the prospective bidder/respondent is awarded the bid, a Certificate of Insurance will be issued to the successful bidder/respondent within thirty (30) days of the acceptance of the bid, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. Any bidder/respondent, who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next lowest bidder/respondent who meets all bid specifications.

GENERAL BID INFORMATION
(Continued)

12. 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 Taylor County Ordinance 2003-12.

13. The Taylor County Board of County Commissioners **Does Not Accept Faxed Bids.**

14. Respondents who elect to send sealed proposals 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.

Questions regarding bid should be directed to Rena' Courtney, Taylor County 911 Coordinator, (850) 584-2429.

PROPOSAL CHECKLIST

Check Items Included:

- X** 1. Required proposal information referenced above.
- X** 2. Certificate of Liability Insurance or Agent Statement as outlined in the General Considerations (**MUST BE INCLUDED**).
- X** 3. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State, Articles of Incorporation, and Taylor County Workers Compensation Hold Harmless Agreement (**MUST BE INCLUDED WITH BID**).
- X** 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) (**AFFIDAVIT ENCLOSED**).

Checklist **Please include with bid.**

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. TAYLOR COUNTY REQUEST FOR BIDS
for FREQUENTIS PROTECT i3 NG9-1-1 SOLUTION

2. This sworn statement is submitted by Kraus Associates Inc., dba AK Associates
(Name of entity submitting sworn statement)

Whose business address is 326 Porta Rosa Circle
St. Augustine, FL 32084 and

(if applicable) its Federal Employer Identification Number (FEIN) is 02-0529836

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Julie A. Kraus and my relationship to the entity
name above is VP Sales and Marketing.)

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)

X 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.)

Julie Kraus
(Signature)

4/26/12
(Date)

STATE OF New Hampshire

COUNTY OF Rockingham

PERSONALLY APPEARED BEFORE ME, the undersigned authority, JULIE KRAUS
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 26 day

of April, 2012.

Barbara A. Conannon
NOTARY PUBLIC

My commission expires: 3/17/17 FORM PUR 7068 (Rev. 11/89)

BID PROPOSAL

If awarded a Purchase Order on the basis of this proposal, the undersigned pledges to provide the equipment as specified in the Bid Proposal and the County Specifications barring delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

The following proposal is presented:

For: FREQUENTIS PROTECT i3 NG9-1-1 SOLUTION, per attached specifications.

FREQUENTIS PROTECT i3 NG9-1-1 Hardware Sub-Total	<u>\$47,320</u>
FREQUENTIS PROTECT i3 NG9-1-1 Software Sub-Total	<u>\$126,410</u>
FREQUENTIS PROTECT i3 NG9-1-1 Bundled Mobile Command Solution Sub-Total	<u>\$26,470</u>
FREQUENTIS PROTECT Bundled Spares Sub-Total	<u>\$16,699</u>
FREQUENTIS PROTECT Bundled Services Sub-Total	<u>\$33,177</u>
 FREQUENTIS PROTECT i3 NG9-1-1 Solution TOTAL PRICE	 <u>\$250,077</u>

MALCOLM PAGE
District 1

MARK WIGGINS
District 2

LONNIE HOUCK
District 3

PAM FEAGLE
District 4

PATRICIA "PAT" PATTERSON
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

JACK BROWN, County Administrator
201 E. Green Street, Perry, FL 32347
(850) 838-3500, extension 6 Phone
(850) 838-3501 Fax

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Frequentis Protect Bid Committee

RE: Frequentis Protect Bid Review

DATE: May 9, 2012

The bid committee for the Frequentis Protect i3 NG9-1-1 Solution met and reviewed the bid that was received during the May 1, 2012 Board meeting. The bid was for the following amounts:

COMPANY	BASE BID	
Kraus Associates, Inc	\$250,077.00	

The bid was reviewed to ensure that the bid specification requirements for liability insurance, workers compensation insurance, bid bond and public entity crimes statement were included. The committee found all submitted bids to be complete.

The bid committee respectfully recommends the bid be awarded to Kraus Associates, Inc, in the amount of \$250,077.00.

Rena' Courtney

Dustin Hinkel

Sarah Weirick

Rena Courtney
Dustin Hinkel
Sarah Weirick

Pricing

Part Number	Unit/Item Discription	Qty	Unit Price	Total
	NG911 CPE System (PROTECT)			
	Systems - Hardware			
FSA-001210	Equipment Rack	1	\$3,150.00	\$3,150
FSA-001210-A	Equipment Rack Cable Set	1	\$329.00	\$329
FSA-101212	19" LCD Monitor USB KVM Keyboard drawer	1	\$1,579.00	\$1,579
FSA-210041	DELL PowerEdge R510	2	\$5,040.50	\$10,081
FSA-210066	DELL PowerConnect 5524	2	\$1,194.50	\$2,389
FSA-210081	VoIP Gateway, dual 10/100Base T Ethernet and Dual AC Power supply	2	\$2,038.00	\$4,076
FSA-210081-A	FXO voice trunks (Admin lines)	10	\$337.00	\$3,370
FSA-210081-B	FXS voice trunks (CAMA trunks)	4	\$318.50	\$1,274
FSA-210081-C	VoIP Gateway ISDN PRI (T1)	1	\$2,631.00	\$2,631
FSA-210096	Working Position with Intel Core i7 Quad Core Processor	6	\$1,594.00	\$9,564
FSA-210094	24-inch Widescreen HD Flat Panel Monitor	12	\$447.08	\$5,365
FSA-210091	Loudspeaker (USB)	6	\$65.83	\$395
FSA-210092	IBM 104 Keyboard and Mouse	6	\$46.50	\$279
FSA-210226	HEADSET Plantronics Supra Mon (or equal)	6	\$394.17	\$2,365
FSA-210269	Audio Plug-In Panel			\$0
FSA-210699	Workstation Cable set	6	\$78.83	\$473
	Hardware Sub-Total			\$47,320
	Systems - Software (Inclusive all Functions)			
FSA-211001	PROTECT Safety Framework (Server Site License for up to 5 users)	1	\$42,350.10	\$42,350
FSA-221001	PROTECT Call Taker (Position License)	6	\$6,826.83	\$40,961
FSA-231001	PROTECT GIS (Position License)	6	\$2,045.17	\$12,271
FSA-241001	PROTECT LNG	1	\$15,285.00	\$15,285
FSA-251001	PROTECT B2B UA	1	\$15,543.00	\$15,543
	Software Sub-Total			\$126,410
	NG911 CPE System (PROTECT) Subtotal			\$173,730
	Mobile Command Solution (Bundled)			
FSA-222200-B	Includes Hardware, Software and Services (Turnkey) per Requirements of County	2	13,235.40	\$26,470
	Mobile Solution Total			\$26,471

	Spares and Optional Parts			
FSA-21900-B	<i>Bundled Sparing Kit per Requirements of County</i>	1	\$16,699.10	\$16,699
	<i>Spares and Optional Parts Total</i>			\$16,699
	Total System Items			\$216,900
	<i>Services - Training, Maintenance and Warranty</i>			
FSA-610010	Training and Implementation Services	1	33,177.00	\$33,177
	Total Service Items			\$33,177
	Total Price, FREQUENTIS PROTECT Solution			\$250,077

SPECIFICATIONS FOR
FREQUENTIS PROTECT i3 NG9-1-1 SOLUTION
Taylor County Board of County Commissioners

The intent of this request is to replace the existing ANI/ALI controller with a NG9-1-1 ready, i3 PSAP solution that meets the present and future needs of the citizens. All components shall meet all current NENA standards related to i3, E911 telephone equipment, operations, and service. The system must be adaptable to all current or proposed VoIP, NG, SMS, and other standards providing full functionality going into the future with no single point of failure. The purchase of the FREQUENTIS PROTECT i3 NG9-1-1 SOLUTION into the Taylor County 9-1-1 infrastructure will continue to ensure all 9-1-1 calls into our county are ready for Next Gen 9-1-1 service and will allow the county to keep its existing equipment, Exacom (recorder), Data Master (database), and backup (ECS 1000).

The County's current PSAP system is located at the Taylor County Jail which is the primary route for all wireless, VoIP, and landline 9-1-1 traffic. The County currently operates three (3) dispatch positions. However, the new system will require four (4) dispatch positions in the main PSAP with two (2) additional positions to be located at a secondary location. All positions are to be operational 24/7 . Equipment must be able to integrate with the current 911 infrastructure.

The vendor shall bid on and include all hardware and software unless an exception is clearly elaborated upon. The system shall be software controlled and feature programmable. A complete list of hardware and software/operating systems, with all specifications is provided.

This bid is for equipment/software only. Installation and maintenance of this equipment is not part of the proposal. Bidders must only bid on specified items, no substitutions will be accepted.

The vendor winning the bid is responsible for inventorying all equipment to ensure the complete order is delivered correctly. The winning bidder shall be on-site to inventory all equipment that is shipped on the scheduled delivery day at the Taylor County Jail. Any corrections to delivery must be handled by the winning vendor.

If any equipment is found to be defective during installation and/or prior to the system cutover (when the system is placed into service), the winning bidder shall box and ship the item(s) to and from the manufacturer at no additional cost to Taylor County.



CERTIFICATE OF LIABILITY INSURANCE

SBX
R001DATE (MM/DD/YYYY)
04-12-2012

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 PAYCHEX INSURANCE AGENCY INC 210705 P:()- F:(888)443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No): (888) 443-6112
INSURED KRAUS ASSOCIATES INC. 7 INDEPENDENCE AVE DERRY NH 03038	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Multiple Companies	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		
NAIC #		

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY					
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS					\$
						\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	76 WEG ZW8949	01/01/2012	01/01/2013	E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

CANCELLATION

Taylor County Florida
108 N JEFFERSON ST
PERRY, FL 32347

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/12/2012

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 FIAI/Cross Ins-Manchester 1100 Elm Street Manchester NH 03101	CONTACT NAME: Nicole Laprise PHONE (A/C No. Ext.): (603) 669-3218 FAX (A/C No.): (603) 645-4321 E-MAIL ADDRESS: nlaprise@crossagency.com
INSURED Kraus Associates, Inc. DBA AK Associates 7 Independence Ave Derry NH 03038	INSURER(S) AFFORDING COVERAGE INSURER A: Endurance American Specialty INSURER B: Century Surety Co INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL1212460167

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
A	GENERAL LIABILITY			CMC10003526600	1/6/2012	1/6/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 2,500
	<input checked="" type="checkbox"/> \$1,000 ded. BI & PD						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> per Claim						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMPOP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY			CCP744968	1/6/2012	1/6/2013	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	<input checked="" type="checkbox"/> UMBRELLA LIAB			CCP744968	1/6/2012	1/6/2013	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 1,000,000
	<input type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The Certificate Holder is an Additional Insured with respects to the General Liability policy.
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

CANCELLATION

Taylor County, FL
108 N. Jefferson St.
Perry, FL 32347

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



State of Florida
*Minority, Women &
Service-Disabled Veteran*
Business Certification

Kraus Associates, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

April 15, 2010 to April 15, 2012

A handwritten signature in black ink, appearing to read "Torey Alston".

Torey Alston, Executive Director

*Florida Department of Management Services
Office of Supplier Diversity*

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to review and approve Change Order in the amount of \$10,178.04 for the Community Development Block Grant (CDBG) funded demolition and new construction of the home of Dennis Hoffman.

MEETING DATE REQUESTED:

June 4, 2012

Statement of Issue: Requesting approval of a Change Order in the amount of \$10,178.04 for the CDBG funded demolition and new construction of the home of Dennis Hoffman, 106 Twelfth Street, Steinhatchee

Recommended Action: Approve Change Order.

Fiscal Impact: This project is 100% funded through the CDBG program.

Budgeted Expense: Y/N

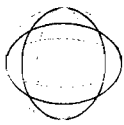
Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: This change order reflects charges associated with hooking up to water and sewer in Steinhatchee and the installation of impact resistant windows and doors. The original bid was for standard windows and doors. Meridian Community Services Group has verified all costs associated with the Change Order. The homeowner is responsible for the water and sewer deposits required by the Big Bend Water Authority.

Attachments: Change Order and support documentation.




MERIDIAN

community services group, inc

MEMORANDUM

TO: Taylor County Board of County Commissioners

FROM: Jay Moseley, Senior Vice President 

SUBJECT: Change Order – Dennis Hoffman

DATE: May 16, 2012

During the construction of the new house for the CDBG applicant listed above, it was discovered that this applicant located in Steinhatchee has to hook up to the existing water and sewer services in order to meet current codes. The applicant also has to have impact resistant windows and doors due to being located in the high velocity wind zone. The attached change order reflects necessary improvements in order to receive a Certificate of Occupancy.

The change order includes the required costs for hooking up to water and sewer as well as the impact resistant windows and doors. It does not include the listed costs of water and sewer deposits, that is the responsibility of the homeowner.

Attached is a current budget that includes all current obligations. But as of now, there is \$29,919.44 remaining in the budget. This is not enough money to do another house as all of the remaining applicants would require replacement houses. Any remaining funds will have to be de-obligated.

Recommended Action # 1: Approve Change Order # 1 for \$10,178.04.

Attachments:

Change Order w/ back up documentation
Current Budget (Includes these Changes)

Taylor Change Order
CONTRACT FOR REHABILITATION WORK

~~~~Backup paperwork is needed with change order~~~~

Change Order # 1

Owner Dennis Hoffman

Contractor Lindsey Custom Builders, Inc

Jobsite Address 106 Twelfth Street SE, Steinhatchee, FL 32359

The Contract for Rehabilitation Work entered into on 02/02/2012, by and between the above Owner and Contractor and approved by the local government is hereby amended to include the following changes, additions and/or deletions to the work (attach additional sheets if needed):

|        |        | Original Contract Price                           |          | \$62,488.00                                     |
|--------|--------|---------------------------------------------------|----------|-------------------------------------------------|
| Item # | System | Description of Work                               | Location | Price                                           |
| 1      |        | change 4 windows to impact resistant              |          | + 1023 <sup>82</sup>                            |
| 2      |        | change door to impact resistant                   |          | + 244 <sup>22</sup>                             |
| 3      |        | Hook-up to city sewer                             |          | + 7150 <sup>00</sup>                            |
| 4      |        | New water meter                                   |          | + 1760 <sup>02</sup>                            |
|        |        | <del>Owner to pay sewer &amp; water deposit</del> | TOTAL    | 10,178 <sup>04</sup><br><del>not included</del> |

This Change Order hereby becomes an integral part of the Contract, pursuant to Sections 18 and 19 of the Contract.

The Contract amount is hereby amended by this change order amount of:

Check One  
CDBG Funds ☒ Private Funds ☐

New Total  
(including all previous change orders)

\$ 10,178<sup>04</sup><sub>xx</sub>      \$ 72,666<sup>04</sup><sub>xx</sub>

The work completion deadline: (check all that apply)

☐ Is not extended  
☒ Is extended to (date) 30  
☐ Occupancy of the structure will be as originally contracted  
☒ The structure will need to be vacant for an additional 30 days

Contractor Signature [Signature] Date 5/3/2012 Owner Signature [Signature] Date 5/3/2012  
Housing Rehab Spec. [Signature] Date 5/16/12 Local Government Rep \_\_\_\_\_ Date \_\_\_\_\_



**BIG BEND WATER AUTHORITY**

**1313 1<sup>st</sup> Ave SE, P O Box 670**

**Steinhatchee, FL 32359**

**(352)498-3576**

**FAX (352)498-3624**

**bbwa@bellsouth.net**

**INSTALLATION OF SERVICE FOR:**

**DANNY & RENE HOFFMAN**

**106 SE 12<sup>TH</sup> ST**

**STEINHATCHEE, FL 32359**

|                                      |                  |          |
|--------------------------------------|------------------|----------|
| <b>WATER METER INSTALLATION.....</b> | <b>\$1600.00</b> | <b>—</b> |
| <b>WATER DEPOSIT.....</b>            | <b>\$ 50.00</b>  |          |
| <b>SEWER INSTALLATION.....</b>       | <b>\$6500.00</b> | <b>—</b> |
| <b>SEWER DEPOSIT.....</b>            | <b>\$ 50.00</b>  |          |
| <b>TOTAL.....</b>                    | <b>\$8200.00</b> |          |

**MARK REBLIN**  
**BBWA GENERAL MANAGER**

*+ 10 %*

*Meter 1,760*  
*Sewer 7,150*

*OK [Signature]*



**REPORT NAME**

Quote Date: 4/19/2012

File Not Found: \\DealerInfo.txt



Seeing You Through.



Seeing You Through.

Customer Name:

Address:

Phone:

Fax:

Customer Information:

Comments:

Project Name: Unassigned Project

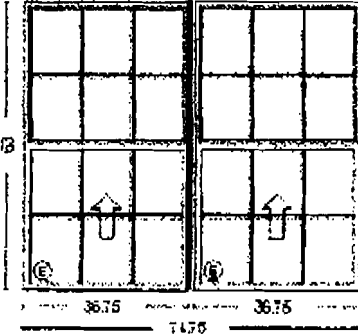
Quote Name: LINDSEY

Quote Number: 277670

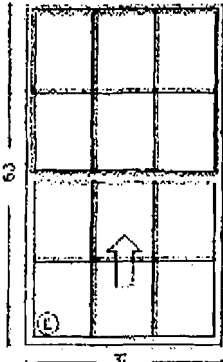
Order Date: Quote Not Ordered

PO Number:

| ITEM & SIZES            | LOCATION / TAG | PRODUCT DESCRIPTION                                                                                 | UNIT PRICE / EXTENDED PRICE  |
|-------------------------|----------------|-----------------------------------------------------------------------------------------------------|------------------------------|
| Line Item: 100-1        | None Assigned  | *** PRODUCT ***<br>Row 1 740 Single Hung - Vent / Vent - 2 Units - 74.75W x 63H                     | Unit 1 Mull Charge \$31.89   |
| Quantity: 1             |                | *** DIMENSIONS ***<br>36.75W x 63H                                                                  | Unit 1 MI Window UI \$151.27 |
| RO Size: 75.25" X 63.5" |                | *** FRAME ***<br>Frame Type - Fin, 47.2DP, Exterior Color - White                                   | Unit 1 Glass Option \$16.68  |
| Unit Size: 74.75" X 63" |                | *** GLASS ***<br>Glazing Type - Insulated, Glass Tint - Clear, Low-E, Glass Strength - SSB          | Charges-MI \$151.27          |
|                         |                | *** GRILLES ***<br>Grille Type - GBG, Grille Thickness/Style - 5/8" Flat, Grille Pattern - Colonial | Unit 2 MI Window UI \$16.68  |
|                         |                | Bottom Glass: Number Wide - 3, Number High - 2                                                      | Unit 2 Glass Option          |
|                         |                | Top Glass: Number Wide - 3, Number High - 2                                                         | Charges-MI                   |
|                         |                | *** SCREEN ***<br>Screen - Half, Screen Mesh Type - Charcoal Fiber, Screens Packed Separately - No  |                              |
|                         |                | *** MULLS ***<br>Vertical Factory Mull, 1.25" thick, 63" in length                                  |                              |
|                         |                |                                                                                                     | Unit Price: \$367.78         |
|                         |                |                                                                                                     | Extended Price: \$367.78     |



| ITEM & SIZES           | LOCATION / TAG | PRODUCT DESCRIPTION                                                                                 | UNIT PRICE / EXTENDED PRICE     |
|------------------------|----------------|-----------------------------------------------------------------------------------------------------|---------------------------------|
| Line Item: 200-1       | None Assigned  | *** PRODUCT ***<br>Row 1 740 Single Hung - Vent - 1 Units - 37W x 63H                               | MI Window UI \$151.27           |
| Quantity: 2            |                | *** DIMENSIONS ***<br>37W x 63H                                                                     | Glass Option Charges-MI \$16.68 |
| RO Size: 37.5" X 63.5" |                | *** FRAME ***<br>Frame Type - Fin, 47.2DP, Exterior Color - White                                   |                                 |
| Unit Size: 37" X 63"   |                | *** GLASS ***<br>Glazing Type - Insulated, Glass Tint - Clear, Low-E, Glass Strength - SSB          |                                 |
|                        |                | *** GRILLES ***<br>Grille Type - GBG, Grille Thickness/Style - 5/8" Flat, Grille Pattern - Colonial |                                 |
|                        |                | Bottom Glass: Number Wide - 3, Number High - 2                                                      |                                 |
|                        |                | Top Glass: Number Wide - 3, Number High - 2                                                         |                                 |
|                        |                | *** SCREEN ***<br>Screen - Half, Screen Mesh Type - Charcoal Fiber, Screens Packed Separately - No  |                                 |
|                        |                |                                                                                                     | Unit Price: \$167.95            |
|                        |                |                                                                                                     | Extended Price: \$335.90        |



740 Single Hung - Vent - CustomCustom



|                    |          |
|--------------------|----------|
| Sub Total:         | \$703.68 |
| Freight:           | \$0.00   |
| Labor:             | \$0.00   |
| Sales Tax:         | \$0.00   |
| Total Order Price: | \$703.68 |

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

Signature: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

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

New Price for  
Windows

1,634.43

ORIGINAL Price for

Windows 703.68

930.75

+10%

1023.825

ok 





FLORIDA FOREST PRODUCTS  
BUILDING SUPPLY & HARDWARE

P.O. BOX 5090

Cross City, Florida 32628

Phone (352) 498-3746

Fax (352) 498-3880

FLORIDA FOREST PRODUCTS  
CROSS CITY, FL 32628



PAGE NO 1

| CUSTOMER NO. | JOB NO. | PURCHASE ORDER NO. | REFERENCE | TERMS   | CLERK | DATE    | TIME |
|--------------|---------|--------------------|-----------|---------|-------|---------|------|
| 1562         |         | HOFFMAN            |           | NET EOM | RA    | 4/19/12 | 4:21 |

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LINDSEY CUSTOM BUILDERS, INC  
P.O. BOX 1643

OLD TOWN FL 32688

S  
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EXPT DATE: 4/11/12 TERM#554

SLSPR: CL CAROLYN LINDEE  
TAX : 001 FLORIDA SALES TAX

DOCH 485619  
\*\*\*\*\*  
\*SPEC ORDER \*  
\*\*\*\*\*

TERMS: PAST DUE ACCOUNTS CHARGED 1½% PER MONTH CARRYING CHARGE (ANNUAL RATE 18%)

ORDR 485619

| QUANTITY |         | UM | SKU | DESCRIPTION                      | LOCATION | UNITS | PRICE/PER  | EXTENSION |
|----------|---------|----|-----|----------------------------------|----------|-------|------------|-----------|
| SHIPPED  | ORDERED |    |     |                                  |          |       |            |           |
|          | 1       | EA | WI  | 75 X 63 WHT INS 8/8 IMPT LOE TWN | SO       | 1     | 750.00 /EA | 750.00    |
|          | 1       | EA | WI  | 63" WHT INS MULL BAR             | SO       | 1     | 27.50 /EA  | 27.50     |
|          | 2       | EA | WI  | 37 X 63 WHT INS 8/8 IMPT LOE     | SO       | 2     | 375.00 /EA | 750.00    |

ALL CLAIMS AND RETURNED GOODS  
MUST BE ACCOMPANIED BY THIS BILL.

\*\* ORDER \*\* ORDER \*\* ORDER \*\* ORDER \*\* ORDER \*\*

\*\* DEPOSIT AMOUNT \*\*

LOADED BY CHECKED BY DELIVERED BY

\*\* BALANCE DUE \*\*

0.00

1,634.43

TAXABLE 1527.50  
NON-TAXABLE 0.00  
SUBTOTAL 1527.50

RECEIVED BY

\*\* PAYMENT RECEIVED \*\*

0.00

TAX AMOUNT 186.93  
TOTAL AMOUNT 1634.43

Returned merchandise must be accompanied by a copy of this bill  
and credited less 10% to cover handling cost.

New Impact windows



# Williston Door & Millwork, Inc.

5251 NE State Road 121  
Williston, FL 32696

## Estimate

|                                                                 |              |
|-----------------------------------------------------------------|--------------|
| <b>Customer</b>                                                 |              |
| LINDSEY CUSTOM BUILDERS INC<br>PO BOX 1643<br>OLD TOWN FL 32680 |              |
| <b>Customer Phone #</b>                                         | 352-542-3414 |

|                       |                   |
|-----------------------|-------------------|
| <b>Date</b>           | <b>Estimate #</b> |
| 4/19/2012             | 14681             |
| <b>Rep</b>            | <b>Terms</b>      |
| MATT                  | Due on the 10th   |
| <b>Ship To</b>        |                   |
| CPU<br>Hoffman Job    |                   |
| <b>Customer Fax #</b> | 352-542-7560      |

| Qty | Description                                                                                                                                                                                                                | LH/RH | OS/IS | Price Ea | Total  |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|----------|--------|
| 1   | 3/0 6/8 1-3/4 Plastpro 6-Panel Smooth Fiberglass Door<br>w/22x36 9-Lite GBG Clear Insulated Glass Insert Prehung<br>4-9/16" Primed RBT Poly-Fiber Jamb w/White<br>Weatherstrip w/Aluminum Threshold DB w/4" US-5<br>Hinges | RH    | IS    | 277.50   | 277.50 |

\*\*\*WARRANTY REQUIREMENT\*\*\* Doors MUST be SEALED on all  
6 sides to be under warranty.

|                  |                         |          |
|------------------|-------------------------|----------|
| <b>Signature</b> | <b>Subtotal</b>         | \$277.50 |
| <b>Phone #</b>   | <b>Sales Tax (7.0%)</b> | \$19.43  |
| 352-528-3707     | <b>Total</b>            | \$296.93 |
| <b>Fax #</b>     |                         |          |
| 352-528-3300     |                         |          |



Original Price



# Williston Door & Millwork, Inc.

5251 NE State Road 121  
Williston, FL 32696

## Estimate

|                                                                 |              |
|-----------------------------------------------------------------|--------------|
| <b>Customer</b>                                                 |              |
| LINDSEY CUSTOM BUILDERS INC<br>PO BOX 1643<br>OLD TOWN FL 32680 |              |
| <b>Customer Phone #</b>                                         | 352-542-3414 |

|                       |                   |
|-----------------------|-------------------|
| <b>Date</b>           | <b>Estimate #</b> |
| 4/5/2012              | 14570             |
| <b>Rep</b>            | <b>Terms</b>      |
| MATT                  | Due on the 10th   |
| <b>Ship To</b>        |                   |
| Hoffman Job           |                   |
| <b>Customer Fax #</b> | 352-542-3414      |

| Qty | Description                                                                                                                                                                                                                                | LH/RH | OS/IS | Price Ea | Total  |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------|----------|--------|
| 1   | 3/0 6/8 1-3/4 Plastpro 6-Panel Smooth Fiberglass Door w/22x36 9-Lite GBG Low E IMPACT Glass Insert Prehung 4-9/16" Primed RBT Poly-Fiber Jamb w/White Weatherstrip w/Aluminum Threshold DB w/4" US-5 Hinges<br>Unit Size 37-1/2" x 81-3/4" | RH    | IS    | 485.00   | 485.00 |
| 1   | 3/0 6/8 1-3/4 Plastpro 4-Panel Smooth Fiberglass Door w/5-Lite GBG Sunburst Glass Insert Prehung 4-9/16" Primed RBT Poly-Fiber Jamb w/White Weatherstrip w/Aluminum Threshold DB w/4" US-5 Hinges<br>Unit Size 37-1/2" x 81-3/4"           | LH    | IS    | 296.68   | 296.68 |
|     |                                                                                                                                                                                                                                            |       |       | -        | 518.95 |
|     |                                                                                                                                                                                                                                            |       |       |          | 296.93 |
|     |                                                                                                                                                                                                                                            |       |       |          | 222.02 |
|     |                                                                                                                                                                                                                                            |       |       | +10%     | 244.22 |

|                  |                                                                                                                |                         |          |
|------------------|----------------------------------------------------------------------------------------------------------------|-------------------------|----------|
| <b>Signature</b> |                                                                                                                | <b>Subtotal</b>         | \$781.68 |
| <b>Phone #</b>   | <p>Hand &amp; Swing</p> <p>(Inside) (Outside)</p> <p>L.H. Inswing R.H. Inswing R.H. Outswing L.H. Outswing</p> | <b>Sales Tax (7.0%)</b> | \$54.72  |
| <b>Fax #</b>     |                                                                                                                | <b>Total</b>            | \$836.40 |
| 352-528-3300     |                                                                                                                |                         |          |



|                            | Budget Taylor County |               |                       |               |             |              |              |                |               |                       |                   |
|----------------------------|----------------------|---------------|-----------------------|---------------|-------------|--------------|--------------|----------------|---------------|-----------------------|-------------------|
| F Name                     | L Name               | SHIP          | CDBG                  | Change orders | Temp Relo   | Asbestos/LBP | Title Search | Recording cost | Total CDBG    | Total house Incl SHIP | Contractor        |
| Jewel D                    | Horton               |               | \$ 30,878.00          | \$ 2,915.00   |             | \$ 300.00    | \$ 140.00    | \$ 145.40      | \$ 34,378.40  | \$ 34,378.40          | Certified Roofing |
| Anthony                    | Farides              |               | \$ 12,950.00          | \$ 2,695.00   |             |              | \$ 140.00    | \$ 81.00       | \$ 15,866.00  | \$ 15,866.00          | Certified Roofing |
| Willard                    | Saunders             | \$ 25,000.00  | \$ 37,800.00          | \$ 1,765.50   | \$ 300.00   |              | \$ 75.00     | \$ 176.30      | \$ 40,116.80  | \$ 65,116.80          | Jerry Walters     |
| William Edward             | Gipson               |               | \$ 36,450.00          | \$ 7,434.00   |             | \$ 300.00    | \$ 140.00    | \$ 163.25      | \$ 44,487.25  | \$ 44,487.25          | Florida Homes     |
| Jamie L                    | Baumgardner          | \$ 25,000.00  | \$ 42,360.00          | \$ 8,358.88   | \$ 300.00   |              | \$ 140.00    | \$ 192.40      | \$ 51,351.28  | \$ 76,351.28          | Jerry Walters     |
| Mary Cruce                 | Lyndall              | \$ 25,000.00  | \$ 38,378.00          | \$ 1,815.00   | \$ 300.00   |              | \$ 140.00    | \$ 178.40      | \$ 40,811.40  | \$ 65,811.40          | J. G. Parker      |
| Nancy                      | Phillips             |               | \$ 64,398.00          | \$ 673.00     | \$ 300.00   |              | \$ 140.00    | \$ 260.90      | \$ 65,771.90  | \$ 65,771.90          | Michael Lynn      |
| Eric and Kristy            | Clark                | \$ 25,000.00  | \$ 45,878.00          | \$ 2,197.11   | \$ 300.00   |              | \$ 140.00    | \$ 204.65      | \$ 48,719.76  | \$ 73,719.76          | J. G. Parker      |
| Rosie Latrail              | Riding               | \$ 25,000.00  | \$ 36,828.00          | \$ 4,301.00   | \$ 300.00   |              | \$ 140.00    | \$ 173.15      | \$ 41,742.15  | \$ 66,742.15          | Florida Homes     |
| Delorse M                  | Poindexter           |               | \$ 62,099.00          | \$ -          | \$ 300.00   |              | \$ 140.00    | \$ 252.85      | \$ 62,791.85  | \$ 62,791.85          | Michael Lynn      |
| Norman and Rhunette        | Livingston           |               | \$ 20,100.00          | \$ -          |             | \$ 300.00    | \$ 75.00     | \$ 105.85      | \$ 20,580.85  | \$ 20,580.85          | Florida Homes     |
| Truitt C and Emma J        | Clark                |               | \$ 61,727.00          | \$ 2,435.63   | \$ 300.00   |              | \$ 140.00    |                | \$ 64,602.63  | \$ 64,602.63          | Florida Homes     |
| Dennis B                   | Hoffman              |               | \$ 62,488.00          | \$ 10,178.04  | \$ 300.00   |              | \$ 140.00    | \$ 254.25      | \$ 73,360.29  | \$ 73,360.29          | Lindsey           |
|                            |                      |               |                       |               |             |              |              |                | \$ -          | \$ -                  |                   |
|                            |                      |               |                       |               |             |              |              |                | \$ -          | \$ -                  |                   |
|                            |                      |               |                       |               |             |              |              |                | \$ -          | \$ -                  |                   |
|                            |                      |               |                       |               |             |              |              |                | \$ -          | \$ -                  |                   |
| Russell and Darlean        | Looby                |               | Withdrew from program | \$ -          |             |              | \$ 140.00    |                | \$ 140.00     | \$ 140.00             |                   |
|                            |                      |               |                       |               |             |              |              | \$ -           | \$ -          |                       |                   |
| <b>Budget Amounts</b>      |                      | \$ 125,000.00 | \$ 634,500.00         |               | \$ 3,000.00 |              |              |                |               |                       |                   |
| Total spent                |                      | \$ 125,000.00 | \$ 552,334.00         | \$ 44,768.16  | \$ 2,700.00 | \$ 900.00    | \$ 1,690.00  | \$ 2,188.40    | \$ 604,580.56 | \$ 729,580.56         | \$ -              |
| Difference funding - spent |                      | \$ -          | \$ 29,919.44          |               |             |              |              |                |               |                       |                   |
| <b>Additional Funds</b>    |                      |               |                       |               |             |              |              |                |               |                       |                   |
| All CDBG funding spent     |                      | \$ 604,580.56 | \$ 604,580.56         |               |             |              |              |                |               |                       |                   |
| <b>Total Incl SHIP</b>     |                      | \$ 729,580.56 |                       |               |             |              |              |                |               |                       |                   |
| Administrative             |                      | \$            | 112,500.00            |               |             |              |              |                |               |                       |                   |

Ship is \$25,000 max per household



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to approve Satisfaction of Mortgage for Richard D., Barbara J., and Richard E. Lytle who received rehabilitation assistance for their home through the SHIP Program. The terms of the Mortgage Agreement have been satisfied.

**MEETING DATE REQUESTED:**

June 4, 2012

**Statement of Issue: Requesting Board to approve Satisfaction of Mortgage for the above referenced.**

**Recommended Action: Approve Satisfaction of Mortgage**

**Fiscal Impact: Not Applicable**

**Budgeted Expense: Y/N**

**Submitted By: Melody Cox**

**Contact: Melody Cox**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues: The Lytle's received rehabilitation assistance through the SHIP Program February 27, 2007 in the amount of \$23,355.00. All terms of the Mortgage have been satisfied.**

**Attachments: Satisfaction of Mortgage**



**SATISFACTION OF MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS:** That **TAYLOR COUNTY**, a political subdivision of the State of Florida, the owners and holders of a certain mortgage deed executed by **RICHARD D. LYTLE, BARBARA J. LYTLE AND RICHARD E. LYTLE**, bearing date the 27th day of February, A. D. 2007, recorded in Official Records Book 595, pages 921-924, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a certain note in the principal sum of \$23,355.00, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

A parcel of land lying within Section 32, Township 2 South, Range 7 East, Taylor County, Florida. Being more particularly described, as follows: Lot 10 in Block A of Highland Heights Subdivision, according to the plat thereof, as recorded in Plat 1, at page 80, of the Public Records of Taylor County, Florida, and improvements, thereupon.

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

**WITNESS** my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2012.

Signed, Sealed and Delivered  
in Presence of:

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
PAT PATTERSON, Chairperson  
BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

ATTEST:

\_\_\_\_\_  
ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA  
COUNTY OF TAYLOR

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

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2012.

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

My Commission Expires:

PREPARED BY: Conrad C. Bishop, Jr.  
Attorney at Law  
Post Office Box 167  
Perry, Florida 32348



20

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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

**SUBJECT/TITLE:**

Board to approve Satisfaction of Mortgage for Jimmy and Christine Stewart who received rehabilitation assistance for their home through the SHIP Program. The terms of the Mortgage Agreement have been satisfied.

**MEETING DATE REQUESTED:**

June 4, 2012

**Statement of Issue: Requesting Board to approve Satisfaction of Mortgage for the above referenced.**

**Recommended Action: Approve Satisfaction of Mortgage**

**Fiscal Impact: Not Applicable**

**Budgeted Expense: Y/N**

**Submitted By: Melody Cox**

**Contact: Melody Cox**

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

**History, Facts & Issues:** Jimmy and Christine Stewart received rehabilitation assistance through the SHIP Program February 27, 2007 in the amount of \$25, 000. All terms of the Mortgage have been satisfied.

**Attachments: Satisfaction of Mortgage**



**SATISFACTION OF MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS:** That **TAYLOR COUNTY**, a political subdivision of the State of Florida, the owners and holders of a certain mortgage deed executed by **JIMMY AND CHRISTINE STEWART**, bearing date the 27th day of February, A. D. 2007, recorded in Official Records Book 595, pages 275-278, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a certain note in the principal sum of \$25,000.00, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

A parcel of land lying within Section 27, Township 4 South, Range 7 East, Taylor County, Florida. Being more particularly described, as follows: Commence at the Northwest Corner of the Southeast Quarter of the Southwest Quarter of said Section 27; thence run East 792.00 feet for a Point of Beginning; thence from said Point of Beginning, run South 802.50 feet; thence run West 396.00 feet; thence run North 608.75 feet to the South right-of-way of U.S. 98 West; thence run Northeasterly along said right-of-way 437.00 feet to the point of Beginning. Containing 6.5 acres more or less and improvements, thereupon.

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

**WITNESS** my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2012.

Signed, Sealed and Delivered  
in Presence of:

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
PAT PATTERSON, Chairperson  
BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
ANNIE MAE MURPHY, Clerk

STATE OF FLORIDA  
COUNTY OF TAYLOR

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

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2012.

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

My Commission Expires:

PREPARED BY: Conrad C. Bishop, Jr.  
Attorney at Law  
Post Office Box 167  
Perry, Florida 32348



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## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Board to review and approve the U. S. Department of Justice Equal Employment Opportunity Plan (EEOP) Short Form and Certification Form .

**MEETING DATE REQUESTED:**

June 4, 2012

**Statement of Issue:** Board to review and approve EEOP and Certification Form as prepared by LaTrina Harvey-Freeman, Human Resource Director . The County is required to have a current EEOP Plan to be eligible for funding assistance for Florida Department of Law Enforcement (FDLE) and other U. S. Department of Justice (DOJ) grants.

**Recommended Action:** Approve EEOP and Certification Form

**Fiscal Impact:** A current EEOP is a requirement to be eligible for funding assistance through FDLE and DOJ.

**Budgeted Expense:** Y/N

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The County is required to update the EEOP every two years to be eligible for funding assistance from FDLE and DOJ grant programs. LaTrina Harvey-Freeman, the County Human Resource Director prepared the updated EEOP.

**Attachments:** EEOP Short form and Certification Form



**CERTIFICATION FORM**

108 N. Jefferson

Recipient Name and Address: Taylor Co. Board of County Commissioners

Grant Title: Taylor County Drug Task Force Grant Number: 2012-JAGC-TAYL-1-C4-123 Award Amount: \$ 67,999.00

Contact Person Name and Title: Ron Rice, Captain Phone Number: (850) 838-3505

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete either Section A or Section B, not both.** If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7<sup>th</sup> Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

**Section A- Declaration Claiming Complete Exemption from the EEOP Requirement.** Please check all the boxes that apply.

- |                                                                  |                                                                             |
|------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <input type="checkbox"/> Recipient has less than 50 employees,   | <input type="checkbox"/> Recipient is an Indian tribe,                      |
| <input type="checkbox"/> Recipient is a non-profit organization, | <input type="checkbox"/> Recipient is an educational institution, or        |
| <input type="checkbox"/> Recipient is a medical institution,     | <input type="checkbox"/> Recipient is receiving an award less than \$25,000 |

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that \_\_\_\_\_ [recipient] will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

|                              |           |      |
|------------------------------|-----------|------|
| Print or type Name and Title | Signature | Date |
|------------------------------|-----------|------|

**Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.**

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, \_\_\_\_\_ [responsible official], certify that the Taylor Co. BOCC [recipient], which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: County Administrator [organization], at 201 E. Green St. Perry, FL 32347 [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

|                              |           |      |
|------------------------------|-----------|------|
| Print or type Name and Title | Signature | Date |
|------------------------------|-----------|------|



# EEOP Short Form



Wed May 09 15:50:54 EDT 2012



## Step 1: Introductory Information

|                           |                                                |                         |                         |
|---------------------------|------------------------------------------------|-------------------------|-------------------------|
| <b>Grant Title:</b>       | Edward Byrne Memorial JAG Grant                | <b>Grant Number:</b>    | 2012-JAGC-TAYL-1-C4-133 |
| <b>Grantee Name:</b>      | Taylor County Board of County Commissioners    | <b>Award Amount:</b>    | \$67,999.00             |
| <b>Grantee Type:</b>      | Local Government Agency                        |                         |                         |
| <b>Address:</b>           | 201 E. Green Street<br>Perry, Florida<br>32347 |                         |                         |
| <b>Contact Person:</b>    | Melody Cox                                     | <b>Telephone #:</b>     | 850-838-3553            |
| <b>Contact Address:</b>   | 201 E. Green Street<br>Perry, Florida<br>32347 |                         |                         |
| <b>DOJ Grant Manager:</b> | Clayton H. Wilder                              | <b>DOJ Telephone #:</b> | 850-617-1250            |

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### Policy Statement:

The Taylor County Board of County Commissioner's equal opportunity goal is to provide equal employment opportunity through the recruitment, employment and promotion of individuals at all levels within the Countys employment structure without regard to race, color, creed, religion, national origin, age, disability, marital status, political affiliation, gender, or genetic information.

Taylor County is an equal opportunity employer. It is the policy of Taylor County, to provide equal employment opportunity at all times without regard to age, race, color, religion, gender, sexual preference, national origin, disability, marital status, veteran status, political opinions or affiliations or union activity or any other prohibited basis. It is the intent and goal of Taylor County to provide equal opportunities in employment, placement, training programs, job assignments, transfers, promotions, compensation, benefits and any other status change. Any employee with questions about discrimination in the workplace is encouraged to bring these issues to the attention of their department head, human resources or County Administrator. Moreover, any employees who feel that they have experienced discrimination or harassment must immediately report the incident pursuant to the Boards Discrimination and Harassment Policy as outlined on page 13 of this Handbook. Employees who raise concerns and make reports in good faith can do so without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.



## **Step 4b: Narrative Underutilization Analysis**

1. White Females are significantly under represented in the following categories: Officials/ Administrators(-33%), Professionals (-46%), Technicians(-14%), and Protective Services Sworn(-14%).
2. Black males are under represented in Protected Services (-8%) and skilled craft(-7%).
- 3 White males are under represented in Administrative Support(-17%) and Skilled Craft (-9%).

## **Step 5 & 6: Objectives and Steps**

### **1. 1. Encourage white females to apply for job vacancies for Officials/Administrators, Processionals, Technicians, and Protective Services Sworn.**

- a. a. Continue to work with departments on the EEO goals.
- b. Continue to post job vacancies in the local newspaper and on Employ Florida website and promoting us as an Equal Opportunity Employer.
- c. Give each new hire the County's EEO Plan.
- d. Continue to provide input, feedback, and recommendation to departments regarding methods to improve diversity in recruitment and selection.

### **2. 2. Encourage White Males to apply for vacancies in Administrative support and skilled Craft.**

- a. a. Continue to work with departments on the EEO goals.
- b. Continue to post job vacancies in the local newspaper and on Employ Florida website and promoting us as an Equal Opportunity Employer.
- c. Give each new hire the County's EEO Plan.
- d. Continue to provide input, feedback, and recommendation to departments regarding methods to improve diversity in recruitment and selection.

### **3. 3. Encourage black males to apply for vacancies in Protective services sworn and skilled crafts.**

- a. a. Continue to work with departments on the EEO goals.
- b. Continue to post job vacancies in the local newspaper and on Employ Florida website and promoting us as an Equal Opportunity Employer.
- c. Give each new hire the County's EEO Plan.
- d. Continue to provide input, feedback, and recommendation to departments regarding methods to improve diversity in recruitment and selection.

## **Step 7a: Internal Dissemination**

- a. Human Resources will inform employees the availability of the EEO Short form and it is available by request.
- b. Posting the EEOP Short Form on the county's website and will be available to view and print.
- c. Posting information on bulletin boards in employee break areas about how to obtain a copy of the EEOP Short Form;
- d. A written notice will be given to new employees at orientation explaining how to obtain a copy of the EEOP Short Form when given a copy of the EEO Plan.

## **Step 7b: External Dissemination**

- a. The EEO Short Form and the EEO Plan will be posted on the county's website and will be available to view and print.
- b. The County will make available upon request for the public to view in the MIS office.
- c. We will ensure that job vacancies and announcements continue to state the county is an Equal Opportunity Employer.



**Utilization Analysis Chart**  
**Relevant Labor Market: Taylor County, Florida**

| Job Categories                        | Male    |                    |                           |                                  |       |                                           |                   | Female  |                    |                           |                                  |       |                                           |                   |
|---------------------------------------|---------|--------------------|---------------------------|----------------------------------|-------|-------------------------------------------|-------------------|---------|--------------------|---------------------------|----------------------------------|-------|-------------------------------------------|-------------------|
|                                       | White   | Hispanic or Latino | Black or African American | American Indian or Alaska Native | Asian | Native Hawaiian or Other Pacific Islander | Two or More Races | White   | Hispanic or Latino | Black or African American | American Indian or Alaska Native | Asian | Native Hawaiian or Other Pacific Islander | Two or More Races |
| <b>Officials/Administrators</b>       |         |                    |                           |                                  |       |                                           |                   |         |                    |                           |                                  |       |                                           |                   |
| Workforce #/%                         | 14/88%  | 0/0%               | 0/0%                      | 0/0%                             | 0/0%  | 0/0%                                      | 0/0%              | 1/6%    | 0/0%               | 1/6%                      | 0/0%                             | 0/0%  | 0/0%                                      | 0/0%              |
| CLS #/%                               | 365/55% | 0/0%               | 0/0%                      | 0/0%                             | 4/1%  | 0/0%                                      | 10/2%             | 260/39% | 4/1%               | 10/2%                     | 0/0%                             | 10/2% | 0/0%                                      | 0/0%              |
| Utilization #/%                       | 32%     | 0%                 | 0%                        | 0%                               | -1%   | 0%                                        | -2%               | -33%    | -1%                | 5%                        | 0%                               | -2%   | 0%                                        | 0%                |
| <b>Professionals</b>                  |         |                    |                           |                                  |       |                                           |                   |         |                    |                           |                                  |       |                                           |                   |
| Workforce #/%                         | 4/57%   | 0/0%               | 0/0%                      | 1/14%                            | 0/0%  | 0/0%                                      | 0/0%              | 1/14%   | 0/0%               | 1/14%                     | 0/0%                             | 0/0%  | 0/0%                                      | 0/0%              |
| CLS #/%                               | 200/35% | 0/0%               | 15/3%                     | 0/0%                             | 4/1%  | 0/0%                                      | 0/0%              | 345/60% | 0/0%               | 10/2%                     | 0/0%                             | 0/0%  | 0/0%                                      | 0/0%              |
| Utilization #/%                       | 22%     | 0%                 | -3%                       | 14%                              | -1%   | 0%                                        | 0%                | -46%    | 0%                 | 13%                       | 0%                               | 0%    | 0%                                        | 0%                |
| <b>Technicians</b>                    |         |                    |                           |                                  |       |                                           |                   |         |                    |                           |                                  |       |                                           |                   |
| Workforce #/%                         | 11/61%  | 1/6%               | 2/11%                     | 0/0%                             | 0/0%  | 0/0%                                      | 0/0%              | 3/17%   | 0/0%               | 0/0%                      | 1/6%                             | 0/0%  | 0/0%                                      | 0/0%              |
| CLS #/%                               | 90/30%  | 0/0%               | 15/5%                     | 0/0%                             | 0/0%  | 0/0%                                      | 0/0%              | 195/64% | 0/0%               | 4/1%                      | 0/0%                             | 0/0%  | 0/0%                                      | 0/0%              |
| Utilization #/%                       | 32%     | 6%                 | 6%                        | 0%                               | 0%    | 0%                                        | 0%                | -47%    | 0%                 | -1%                       | 6%                               | 0%    | 0%                                        | 0%                |
| <b>Protective Services: Sworn</b>     |         |                    |                           |                                  |       |                                           |                   |         |                    |                           |                                  |       |                                           |                   |
| Workforce #/%                         | 9/100%  | 0/0%               | 0/0%                      | 0/0%                             | 0/0%  | 0/0%                                      | 0/0%              | 0/0%    | 0/0%               | 0/0%                      | 0/0%                             | 0/0%  | 0/0%                                      | 0/0%              |
| CLS #/%                               | 310/72% | 0/0%               | 35/8%                     | 0/0%                             | 0/0%  | 0/0%                                      | 0/0%              | 60/14%  | 4/1%               | 20/5%                     | 0/0%                             | 0/0%  | 0/0%                                      | 0/0%              |
| Utilization #/%                       | 28%     | 0%                 | -8%                       | 0%                               | 0%    | 0%                                        | 0%                | -14%    | -1%                | -5%                       | 0%                               | 0%    | 0%                                        | 0%                |
| <b>Protective Services: Non-sworn</b> |         |                    |                           |                                  |       |                                           |                   |         |                    |                           |                                  |       |                                           |                   |
| Workforce #/%                         | 8/53%   | 0/0%               | 1/7%                      | 0/0%                             | 0/0%  | 0/0%                                      | 0/0%              | 5/33%   | 0/0%               | 1/7%                      | 0/0%                             | 0/0%  | 0/0%                                      | 0/0%              |
| Civilian Labor Force #/%              | 0/      | 0/                 | 0/                        | 0/                               | 0/    | 0/                                        | 0/                | 0/      | 0/                 | 0/                        | 0/                               | 0/    | 0/                                        | 0/                |
| Utilization #/%                       |         |                    |                           |                                  |       |                                           |                   |         |                    |                           |                                  |       |                                           |                   |
| <b>Administrative Support</b>         |         |                    |                           |                                  |       |                                           |                   |         |                    |                           |                                  |       |                                           |                   |
| Workforce #/%                         | 0/0%    | 0/0%               | 0/0%                      | 0/0%                             | 0/0%  | 0/0%                                      | 0/0%              | 4/67%   | 0/0%               | 2/33%                     | 0/0%                             | 0/0%  | 0/0%                                      | 0/0%              |
| CLS #/%                               | 260/17% | 10/1%              | 35/2%                     | 0/0%                             | 0/0%  | 0/0%                                      | 10/1%             | 995/65% | 25/2%              | 165/11%                   | 0/0%                             | 0/0%  | 0/0%                                      | 25/2%             |
| Utilization #/%                       | -17%    | -1%                | -2%                       | 0%                               | 0%    | 0%                                        | -1%               | 1%      | -2%                | 23%                       | 0%                               | 0%    | 0%                                        | -2%               |
| <b>Skilled Craft</b>                  |         |                    |                           |                                  |       |                                           |                   |         |                    |                           |                                  |       |                                           |                   |
| Workforce #/%                         | 10/77%  | 1/8%               | 0/0%                      | 1/8%                             | 0/0%  | 0/0%                                      | 0/0%              | 0/0%    | 0/0%               | 1/8%                      | 0/0%                             | 0/0%  | 0/0%                                      | 0/0%              |
| CLS #/%                               | 950/86% | 0/0%               | 80/7%                     | 0/0%                             | 0/0%  | 0/0%                                      | 0/0%              | 60/5%   | 0/0%               | 10/1%                     | 0/0%                             | 0/0%  | 0/0%                                      | 0/0%              |

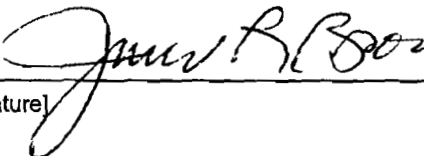
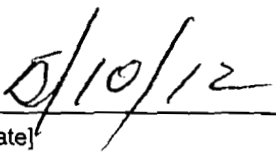


| Job Categories             | Male      |                    |                           |                                  |       |                                           |                   | Female  |                    |                           |                                  |       |                                           |                   |
|----------------------------|-----------|--------------------|---------------------------|----------------------------------|-------|-------------------------------------------|-------------------|---------|--------------------|---------------------------|----------------------------------|-------|-------------------------------------------|-------------------|
|                            | White     | Hispanic or Latino | Black or African American | American Indian or Alaska Native | Asian | Native Hawaiian or Other Pacific Islander | Two or More Races | White   | Hispanic or Latino | Black or African American | American Indian or Alaska Native | Asian | Native Hawaiian or Other Pacific Islander | Two or More Races |
| Utilization #/%            | -9%       | 8%                 | -7%                       | 8%                               | 0%    | 0%                                        | 0%                | -5%     | 0%                 | 7%                        | 0%                               | 0%    | 0%                                        | 0%                |
| <b>Service/Maintenance</b> |           |                    |                           |                                  |       |                                           |                   |         |                    |                           |                                  |       |                                           |                   |
| Workforce #/%              | 17/47%    | 0/0%               | 3/8%                      | 1/3%                             | 0/0%  | 0/0%                                      | 0/0%              | 9/25%   | 0/0%               | 3/8%                      | 3/8%                             | 0/0%  | 0/0%                                      | 0/0%              |
| CLS #/%                    | 1,355/44% | 55/2%              | 290/9%                    | 0/0%                             | 0/0%  | 0/0%                                      | 10/0%             | 930/30% | 30/1%              | 375/12%                   | 0/0%                             | 10/0% | 0/0%                                      | 0/0%              |
| Utilization #/%            | 3%        | -2%                | -1%                       | 3%                               | 0%    | 0%                                        | -0%               | -5%     | -1%                | -4%                       | 8%                               | -0%   | 0%                                        | 0%                |



I understand the regulatory obligation under 28 C.F.R. § 42.301-.308 to collect and maintain extensive employment data by race, national origin, and sex, even though our organization may not use all of this data in completing the EEOP Short Form.

I have reviewed the foregoing EEOP Short Form and certify the accuracy of the reported workforce data and our organization's employment policies.

|                                                                                   |                                                                                                   |                                                                                    |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
|  | JACK R. BROWN<br>COUNTY ADMINISTRATOR<br>TAYLOR COUNTY, FL<br>101 E. GREEN ST.<br>PERRY, FL 32347 |  |
| [signature]                                                                       |                                                                                                   | [date]                                                                             |



# TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

## SUBJECT/TITLE:



BOARD TO REVIEW AND APPROVE ADVERTISING FOR THE PROPOSED WIDENING/RESURFACING OF PAUL POPPELL ROAD UNDER THE FDOT SMALL COUNTY ROAD ASSISTANCE PROGRAM.

## MEETING DATE REQUESTED:

June 4, 2012

### Statement of Issue:

Under the direction of the Board, the Engineering Division prepared the attached plans and specification package for the improvement of Paul Poppell Road (CR 359) from Woods Creek Road to Slaughter Road under the Florida Department of Transportation's Small County Road Assistance Program (SCRAP). This information will be presented as a Request For Proposals (RFP) and will be advertised upon receiving approval from the Board and the remaining jurisdictions.

### Recommended Action:

The Board should approve soliciting RFPs for the proposed widening/resurfacing scope of work to be received July 2, 2012. Subsequent approval of received proposals will be contingent upon available funding.

**Fiscal Impact:** FISCAL YR 2011/13 - \$325,940.64 SCRAP Funding

**Budgeted Expense:** YES

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

## SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

### History, Facts & Issues:

Under the direction of the Board, the Engineering Division prepared the attached plans and specification package for the improvement of Paul Poppell Road (CR 359) from Woods Creek Road to Slaughter Road under the FDOT's SCRAP program. The specifications and construction plans will be incorporated into a Request for Proposals (RFP) that will be advertised upon receiving Board, FDOT and permitting approval. This roadway improvement project consists of furnishing all needed materials, equipment, labor and supervision to widen and resurface the approximate 1.66-miles of roadway. Beyond reconstruction, widening and resurfacing, the improvements also include safety modifications, drainage improvements, pavement markings and signage, along with other associated work as more fully detailed in the plans and specifications material.

The Board previously entered into and approved a Reimbursement Agreements with FDOT in the amount of \$328,640 for the Paul Poppell Road project. Staff expects that there will be a good chance that the monies remaining from this original reimbursement agreement amount after allotting for the



survey, geotechnical, and construction administration expenses will be insufficient to complete the entire project as proposed without additional funding from FDOT or the Board. A last resort would be to reduce the project's scope of work. This matter will be more fully discussed once the RFP's have been received and evaluated. Nonetheless, Staff recommends that the Board approve soliciting requests for proposals for the proposed widening and resurfacing in accordance with the attached scope of work.

Once the Board has approved the proposed scope of work, Staff will forward the plans and specifications to Jordan Green, FDOT SCOP/SCRAP administrator, for his review and approval. We will proceed concurrently with the remaining administrative aspects of the bid solicitation while FDOT is reviewing the plans and specifications and incorporate any needed revisions or modifications required for their approval prior to contract award. It is intended that proposals be received at the July 2, 2012 regular Board meeting.

**Options:**

- 1) Approve the proposed scope of work for advertisement to solicit RFPs.
- 2) Revise the proposed scope of work prior to advertising for RFPs.
- 3) Reject the proposed scope of work, state reasons for denial and discontinue the project.

**Attachments:**

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



**BID DOCUMENTS**

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**Paul Poppell Road (CR 359)  
Widening/Resurfacing FDOT SCRAP Project  
Taylor County, Florida  
2009-004-ENG**

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**May 2012**

**Prepared for:**

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

**Prepared by:**

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







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## **PART 1 – BIDDING REQUIREMENTS**



MALCOLM PAGE  
District 1MARK WIGGINS  
District 2LONNIE HOUCK  
District 3PAM FEAGLE  
District 4PATRICIA 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

### INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed proposals for construction of the **Paul Poppell Road Widening/Resurfacing**.

Qualified firms or individuals desiring to provide the required products or services must submit five (5) packages in a sealed envelope or similar package marked "**Sealed Proposal for Paul Poppell Road Widening/Resurfacing**" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347 or P.O. Box 620, Perry, Florida 32348, to arrive no later than 4:00 P.M., local time, on July 2, 2012. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 6:10 P.M. local time, or as soon thereafter as practical, on July 2, 2012, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

RFP information **MUST** be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, (850) 838-3506, for a \$100.00 non-refundable fee. RFP information may be reviewed on-line at <http://www.taylorcountygov.com/bids.html>.

A Pre-Bid Conference will be held at 10:00 a.m. on Friday, June 22, 2012, at the Administrative Complex located at 201 East Green Street, Perry, Florida 32347.

The County reserves the right, in its sole and absolute discretion, to reject any or all Proposals, to cancel or withdraw this solicitation at any time and waive any irregularities in the RFP process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the proposal price pursuant to Taylor County ordinance No. 2003-12. **No faxed Proposals will be accepted.**

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







## INSTRUCTIONS TO BIDDERS

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## ARTICLE 1 - DEFINED TERMS

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

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

## ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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



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

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

## ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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

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

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

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

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### 4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

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

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

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

### 4.02 *Underground Facilities*

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

### 4.03 *Hazardous Environmental Condition*

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



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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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5.01 A pre-Bid conference will be held at 10:00 a.m. local time on Friday, June 22, 2012, at the Taylor County Administrative Complex, 201 East Green St., Perry, Florida 32347. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference and or no less than 10 days prior to the Bid Opening Date. Oral statements may not be relied upon and will not be binding or legally effective.

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

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

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

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7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Project Manager or Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.



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

## **ARTICLE 8 - BID SECURITY**

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8.01 Bid security will be required for this project.

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

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

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

## **ARTICLE 9 - CONTRACT TIMES**

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

## **ARTICLE 10 - LIQUIDATED DAMAGES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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### 14.01 *Lump Sum*

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

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

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

## ARTICLE 15 - SUBMITTAL OF BID

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

- [A. Bid Bond (5%)]
- [B. Certificates of Liability Insurance or Agency Statement]
- [C. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State]
- [D. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)]
- [E. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) ]
- [F. Non-Collusion Affidavit]
- [G. Proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.]



15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security (when required) and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "**Paul Poppell Road Widening/Resurfacing.**" A mailed Bid shall be addressed to Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347 or P.O. Box 620, Perry, Florida 32348. Bids submitted by Overnight delivery shall be delivered to the physical address of the Clerk of Court: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.

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

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

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

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

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

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

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

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

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

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

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

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



19.02 Owner, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the bid price pursuant to Taylor County ordinance No. 2003-12.

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

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

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

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

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

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

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

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

## **ARTICLE 21 - SIGNING OF AGREEMENT**

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



## ARTICLE 22 - SALES AND USE TAXES

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

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

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

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

## ARTICLE 23 - RETAINAGE

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

## ARTICLE 24 - CONTRACTS TO BE ASSIGNED

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24.01 Owner as "buyer" will execute a contract with the successful Bidder as "seller" for the procurement of goods and special services for Paul Poppell Road (CR 359) Widening/Resurfacing. The materials and equipment provided for in the procurement contract are to be furnished and delivered to the Site [or other location] for installation by Contractor. The said procurement contract will be assigned by Owner to Contractor as set forth in the Agreement. Contractor will accept the assignment and assume responsibility for the "seller", who will become a Subcontractor to Contractor.

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



**BID FORM****Paul Poppell Road (CR 359) Widening/Resurfacing****2009-004-ENG****TABLE OF ARTICLES**

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**ARTICLE 1 – BID RECIPIENT**

**1.01** This Bid is submitted to:

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

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

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

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

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

**3.01** In submitting this Bid, Bidder represents that:

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

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



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

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

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

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



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

## ARTICLE 5 – BASIS OF BID

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

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

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

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

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

## ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

## ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of \_\_\_\_\_
  - B. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)
  - C. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
  - D. List of Project References
  - E. Required Bidder Qualification Statement with Supporting Data
  - F. Affidavit of Non-Collusion



**ARTICLE 8 – DEFINED TERMS**

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

**ARTICLE 9 – BID SUBMITTAL**

**9.01** This Bid submitted by:

If Bidder is:

**An Individual**

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

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

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

**A Partnership**

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

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

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

**A Corporation**

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

State of Incorporation: \_\_\_\_\_

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

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

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

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest \_\_\_\_\_

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



A Joint Venture

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

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

By: \_\_\_\_\_  
(Signature of first joint venture partner -- attach evidence of authority to sign)

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

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

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

By: \_\_\_\_\_  
(Signature of second joint venture partner -- attach evidence of authority to sign)

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

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

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

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

\_\_\_\_\_

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

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

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



**HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT**

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

*Paul Poppell Road (CR 359) Widening/Resurfacing  
Taylor County, Florida*

***Paul Poppell Road (CR 359) Widening/Resurfacing Contract:*** The intent of this contract is to secure all labor and equipment required for the Paul Poppell Road (CR 359) Widening/Resurfacing project in Taylor County, Florida. This project consists of roadway reconstruction, widening and resurfacing, roadside grading, storm water facilities construction, signage and pavement markings, as more fully detailed in the project plans and specifications.

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

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

3. I hereby release Taylor County from liability of whatever kind of nature as a result of any injury on the above project.

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



5. I hereby agree that I have relied on the legal advice of my attorney and that I fully understand this agreement and I have voluntarily executed same.

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

WITNESS:

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

\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF TAYLOR

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

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

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

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

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

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



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

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

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

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

Whose business address is \_\_\_\_\_  
\_\_\_\_\_ and

(if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_,  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.)

3. My name is \_\_\_\_\_ and my relationship to the entity  
name above is \_\_\_\_\_.

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

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

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The



term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_,  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_.

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

My commission expires: \_\_\_\_\_



**NON-COLLUSION AFFIDAVIT**

(STATE OF FLORIDA, COUNTY OF TAYLOR)

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the \_\_\_\_\_ of  
(Owner, Partner, Officer, Representative or Agent)  
\_\_\_\_\_, the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
WitnessBy: \_\_\_\_\_  
Signature\_\_\_\_\_  
Witness\_\_\_\_\_  
Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

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

\_\_\_\_ Personally known to me, or

\_\_\_\_ Did take an oath, or

\_\_\_\_ Personal identification:

\_\_\_\_ Did Not take an oath.

\_\_\_\_\_  
Type of Identification Produced



## **PART 2— CONTRACT FORMS**



**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Taylor County Board of County Commissioners (Owner) and \_\_\_\_\_ (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

**ARTICLE 1 - WORK**

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

*Paul Poppell Road (CR 359), Taylor County, Florida. This project consists of roadway reconstruction, widening and resurfacing, roadside grading, storm water facilities construction, signage and pavement markings, as more fully detailed in the project plans and specifications.*

**ARTICLE 2 - THE PROJECT**

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

*This project is to a lump sum project, with add/deduct items as specified on the Bid Proposal.*

**ARTICLE 3 – ENGINEER/PROJECT ADMINISTRATION**

3.01 The Project has been designed by:

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

3.02 The Project will be administered by:

Taylor County Engineering Division  
201 East Green Street  
Perry, Florida 32347

(Engineer and Project Administrator), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.



**ARTICLE 4 - CONTRACT TIMES****4.01 Time of the Essence**

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

**4.02 Days to Achieve Substantial Completion and Final Payment**

A. The Work will be substantially completed within 130 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 150 days after the date when the Contract Times commence to run.

**4.03 Liquidated Damages**

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

**4.04 Correction Period/Warranty**

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

**ARTICLE 5 - CONTRACT PRICE**

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

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

|         |            |
|---------|------------|
|         | (\$ _____) |
| (words) | (numerals) |

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

**ARTICLE 6 - PAYMENT PROCEDURES****6.01 Submittal and Processing of Payments**

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

**6.02 Progress Payments; Retainage**



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

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

- a. 90% percent of Work completed (with the balance being retainage); and
- b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90% percent of the Work completed, less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with Paragraph 14.02.B.5 of the General Conditions and less Ten percent (10%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

#### 6.03 Final Payment

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

### ARTICLE 7 - INTEREST

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

### ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and



Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

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

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

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 - CONTRACT DOCUMENTS

### 9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance and Payment bond.
3. Standard General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings consisting of 131 sheets with each sheet bearing the following general title: Paul Poppell Road (CR 359) Widening/Resurfacing [or] the Drawings listed on attached sheet index.
7. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - c. Contractor's and Subcontractor's Valid Business/Contractor Licensing/Registration Information.
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed.



- b. Work Change Directives.
- c. Change Order(s).

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

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

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

## ARTICLE 10 - MISCELLANEOUS

### 10.01 Terms

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

### 10.02 Assignment of Contract

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

### 10.03 Successors and Assigns

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

### 10.04 Severability

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

### 10.05 Preference To State Residents

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

### 10.05 Other Provisions



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

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

This Agreement will be effective on \_\_\_\_\_, 2012 (which is the Effective Date of the Agreement).

**OWNER:****CONTRACTOR:**

Taylor County Board of County Commissioners

By: Jack R. Brown

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

Title: County Administrator

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

*[COUNTY SEAL]*

*[CORPORATE SEAL]*

Attest: Annie Mae Murphy

Attest: \_\_\_\_\_

Title: Taylor County Clerk of Court

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

Address for giving notices:

Address for giving notices:

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

OR

P.O. Box 620, Perry, FL 32348

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

License No.: \_\_\_\_\_  
(Where applicable)

Agent for service or process: \_\_\_\_\_

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



**BID BOND**

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

BIDDER (Name and Address):

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

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

BID

Bid Due Date: July 2, 2012

Project (Brief Description Including Location): *Paul Poppell Road (CR 359), Taylor County, Florida. This project consists of roadway reconstruction, widening and resurfacing, roadside grading, storm water facilities construction, signage and pavement markings, as more fully detailed in the project plans and specifications.*

BOND

Bond Number:

Date (Not later than Bid due date):

Penal Sum: \_\_\_\_\_

(Words)

(Figures)

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

**BIDDER**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Note: Above addresses are to be used for giving required notice.



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2. All Bids are rejected by Owner, or

3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable

promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



**PERFORMANCE BOND**

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
108 NORTH JEFFERSON ST.  
PERRY FL, 32347

**CONTRACT**

Date:

Amount:

Description (Name and Location): *Paul Poppell Road (CR 359), Taylor County, Florida. Paul Poppell Road (CR 359), Taylor County, Florida. This project consists of roadway reconstruction, widening and resurfacing, roadside grading, storm water facilities construction, signage and pavement markings, as more fully detailed in the project plans and specifications.*

**BOND**

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

**CONTRACTOR AS PRINCIPAL**

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

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

**SURETY**

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title

**CONTRACTOR AS PRINCIPAL**

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

**SURETY**

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

**EJCDC No. C-610 (2002 Edition)**

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.



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

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

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

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

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

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

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

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

- 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
- 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
- 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
- 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
  1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
  2. Deny liability in whole or in part and notify Owner citing reasons therefor.

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

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

- 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
- 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

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

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

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

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

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

12. Definitions.

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

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

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

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

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



**PAYMENT BOND**

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
108 NORTH JEFFERSON ST.  
PERRY FL, 32347

**CONTRACT**

Date:

Amount:

Description (Name and Location): *Paul Poppell Road (CR 359), Taylor County, Florida. Paul Poppell Road (CR 359), Taylor County, Florida. This project consists of roadway reconstruction, widening and resurfacing, roadside grading, storm water facilities construction, signage and pavement markings, as more fully detailed in the project plans and specifications.*

**BOND**

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

**CONTRACTOR AS PRINCIPAL**

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

**SURETY**

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

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

Attest:

Signature and Title

**CONTRACTOR AS PRINCIPAL**

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

**SURETY**

\_\_\_\_\_  
(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.



1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under the performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
  - 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

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



## Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

**SC-2.02      Delete Paragraph 2.02.A in its entirety and insert the following:**

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

**SC-4.06      Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:**

- A. *No reports on drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.*
- B. *Not Used.*

**SC-5.04      Add the following new paragraph immediately after Paragraph 5.04.B:**

- C. *The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:*
  - 1. *Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:*

|                                                     |                  |
|-----------------------------------------------------|------------------|
| a. <i>State</i>                                     | <i>Statutory</i> |
| b. <i>Applicable Federal (e.g., Longshoreman's)</i> | <i>Statutory</i> |
| c. <i>Employer's Liability</i>                      | <i>\$100,000</i> |
  - 2. *Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:*

|                                                                                                                              |                    |
|------------------------------------------------------------------------------------------------------------------------------|--------------------|
| a. <i>General Aggregate</i>                                                                                                  | <i>\$1,000,000</i> |
| b. <i>Products – Completed Operations Aggregate</i>                                                                          | <i>\$1,000,000</i> |
| c. <i>Personal and Advertising Injury</i>                                                                                    | <i>\$1,000,000</i> |
| d. <i>Each Occurrence (Bodily Injury and Property Damage)</i>                                                                | <i>\$1,000,000</i> |
| e. <i>Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.</i> |                    |
| f. <i>Excess or Umbrella Liability</i>                                                                                       |                    |
| 1) <i>General Aggregate</i>                                                                                                  | <i>\$1,000,000</i> |
| 2) <i>Each Occurrence</i>                                                                                                    | <i>\$1,000,000</i> |



3. *Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:*

- a. *Bodily Injury:*
  - 1) *Each person* \$1,000,000
  - 2) *Each Accident* \$1,000,000
- b. *Property Damage:*
  - 1) *Each Accident* \$ 500,000
- c. *Combined Single Limit of* \$1,000,000

4. *The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:*

- a. *Bodily Injury:*
  - 1) *Each Accident* \$1,000,000
  - 2) *Annual Aggregate* \$1,000,000
- b. *Property Damage:*
  - 1) *Each Accident* \$1,000,000
  - 2) *Annual Aggregate* \$1,000,000

**5.04.B.1. Additional Insureds:**

*Taylor County Board of County Commissioners*

**SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:**

- H. *The Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.*

**SC-6.10 Add a new paragraph immediately after Paragraph 6.10.A:**

- B. *Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner.*
  - 1. *Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.*
  - 2. *Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.*

**SC-6.13**

*Permits secured from the County, City, Florida Department of Transportation, Florida Department of Health, Suwannee River Water Management District, Army Corp of Engineers or the Florida Department of Environmental Protection and specific requirements shall be strictly adhered to, including all requirements for the protection of wetlands and Manatees, if applicable.*



**SC-9.03.A. Add the following language at the end of paragraph 9.03.A:**

1. *The County will provide Project Representative services for this project. All work performed for this project shall be inspected by an authorized representative of the Board of County Commissioners of Taylor County on a five day, 8:00 a.m. ~ 5:00 p.m., Monday through Friday work week, excluding County-designated holidays. If weekend work becomes necessary, it must be authorized by the County's representative at least three days prior to scheduling of such work.*
  - a. *The authorized representative shall be given no less than 24 hours prior notice of the expected time and date of pertinent aspects of this project to include, but not be limited to, concrete pours, material deliveries, lane closures etc.*
  - b. *The following individuals, in the listed order, will be the responsible agent(s) for the County:*

*Jack R. Brown, County Administrator  
Andy McLeod, Public Works Division Director  
Kenneth Dudley, County Engineer  
Brent Burford, Engineer*

**SC-14.02.A.3 Add the following language at the end of paragraph 14.02.A.3:**

*No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.*

**SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:**

1. *The Application for Payment with Engineer's recommendations will be presented to the County for consideration. If the County finds the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 14.02.D will become due thirty days after the Application for Payment is presented to the County, and the County will make payment to the Contractor.*

**SC-16**

*The venue for all disputes shall be Taylor County, Florida.*



## **PART 4– SUPPLEMENTAL SPECIFICATIONS**



## SUPPLEMENTAL SPECIFICATIONS

1. The Taylor County Board of County Commissioners is improving Paul Poppell Road (CR 359) under the terms of an FDOT SCRAP Agreement. Such improvements include roadway reconstruction, widening and resurfacing, roadside grading, storm water facilities construction, signage and pavement markings, as more fully detailed in the project plans and specifications. All work shall be completed in accordance with "Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards", latest edition or "FDOT Standard Specifications for Road and Bridge Construction", latest edition and as amended by these specifications or plans.
2. FDOT MODIFICATIONS - When "FDOT Roadway and Traffic Design Standards" or "FDOT Standard Specifications for Road and Bridge Construction" refers to FDOT, Engineer, Department, Inspector, these items shall refer to Taylor County Engineer or authorized representative. When "FDOT Roadway and Traffic Design Standards" or "FDOT Standard Specifications for Road and Bridge Construction" refers to Laboratory this item refers to an independent properly licensed testing lab selected by Contractor with approval of County and fully compensated by Contractor.
3. FDOT SPECIFICATIONS – When the specifications refer to the State of Florida or officials of the State it shall be interpreted as the County Commissioners or their authorized representative.
4. WARRANTY - The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a three-year period after the date of final acceptance.
5. All materials used shall meet all requirements of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and methods of construction shall meet all requirements of the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition. Materials testing for this project shall be performed by an independent properly licensed testing lab selected by the Contractor with approval of the County and compensated by the Contractor. Results of required testing shall be forwarded and approved prior to covering work and prior to acceptance for payment.
6. The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout shall be done using competent and experienced personnel under the supervision of a Land Surveyor registered in the State of Florida at the Contractor's expense. Control points established by the Owner and disturbed by the Contractor will be replaced by the Contractor at his expense. Survey monuments or markers which will be removed by construction shall be properly referenced to the right-of-way line prior to removal. Reference documentation shall be provided to the County upon project completion.



7. Once each phase of this project begins, the Contractor shall maintain asphalt application efforts at one location at a time. Taylor County shall provide one (1) authorized representative to be on site during asphalt application. All material tickets shall be presented to this representative at time of delivery and indicate required information (FDOT #, Tonnage, Temp, etc.).
8. Material Testing and Sampling shall be completed as required by the FDOT Standard Specifications, these Supplemental Specifications and the Construction Plans. Additional random material samples shall be collected and tests run at the discretion of Taylor County's authorized representative as part of the mandatory testing requirements.
9. Unless otherwise authorized, regulate paving machine speed to no more than 70 feet-per-minute to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
10. Offset longitudinal joints in successive asphalt courses a minimum of 4 inches. Offset lateral joints in asphalt courses a minimum of 24 inches.
11. LIMEROCK BASE: There shall be no adjustment or extra payment for additional thickness of base material.
12. PRIME COAT: A prime coat shall be applied to the finished base course prior to the application of asphalt courses at the rate of 0.10 gallon per square yard per asphalt course application. Use of EPR-1 will be permitted as a Prime Coat with submission of a FDOT pretest certification and when diluted at no less than a 3:1 water ratio and applied at 0.2~0.25 gal/sy. Prime coat must be allowed to cure a minimum of 24 hours before paving commences. Primed areas open to traffic shall be protected by an approved cover.
13. SEEDING & MULCHING {Performance Turf}: Permanent seed shall be (Bermuda or Argentina Bahia @ 80 lb/acre), temporary seed (Rye {October ~ March} or Brown Top Millet {April ~ September} @ 20 lb/acre) mixture and placement. Seed shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition.
14. SODDING {Performance Turf (SOD)}: Roadway Sod shall be rolled Bermuda or Centipede. Remaining areas may be pallet sod. Sod shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition.
15. Unless noted otherwise, roadway improvements shall include providing & installing OM2V at each approach side of all cross-drains throughout the projects limits.
16. Unless noted otherwise, all D3 Street name signage shall use a 9 inch high sign with 6 inch uppercase and 4 inch lower case lettering. Public Street names shall be placed on a green sign with white lettering and border. Private Streets shall use a blue background sign with white lettering and border.
17. CONCRETE: Unless noted otherwise, all concrete shall use one of the curing materials consistent with Section 925, FDOT Specifications, latest edition.



## **PART 5 – DRAWINGS (BOUND SEPARATELY)**



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DIGGING OR DISTURBING EARTH



811

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TAYLOR COUNTY

BOARD OF COUNTY COMMISSIONERS

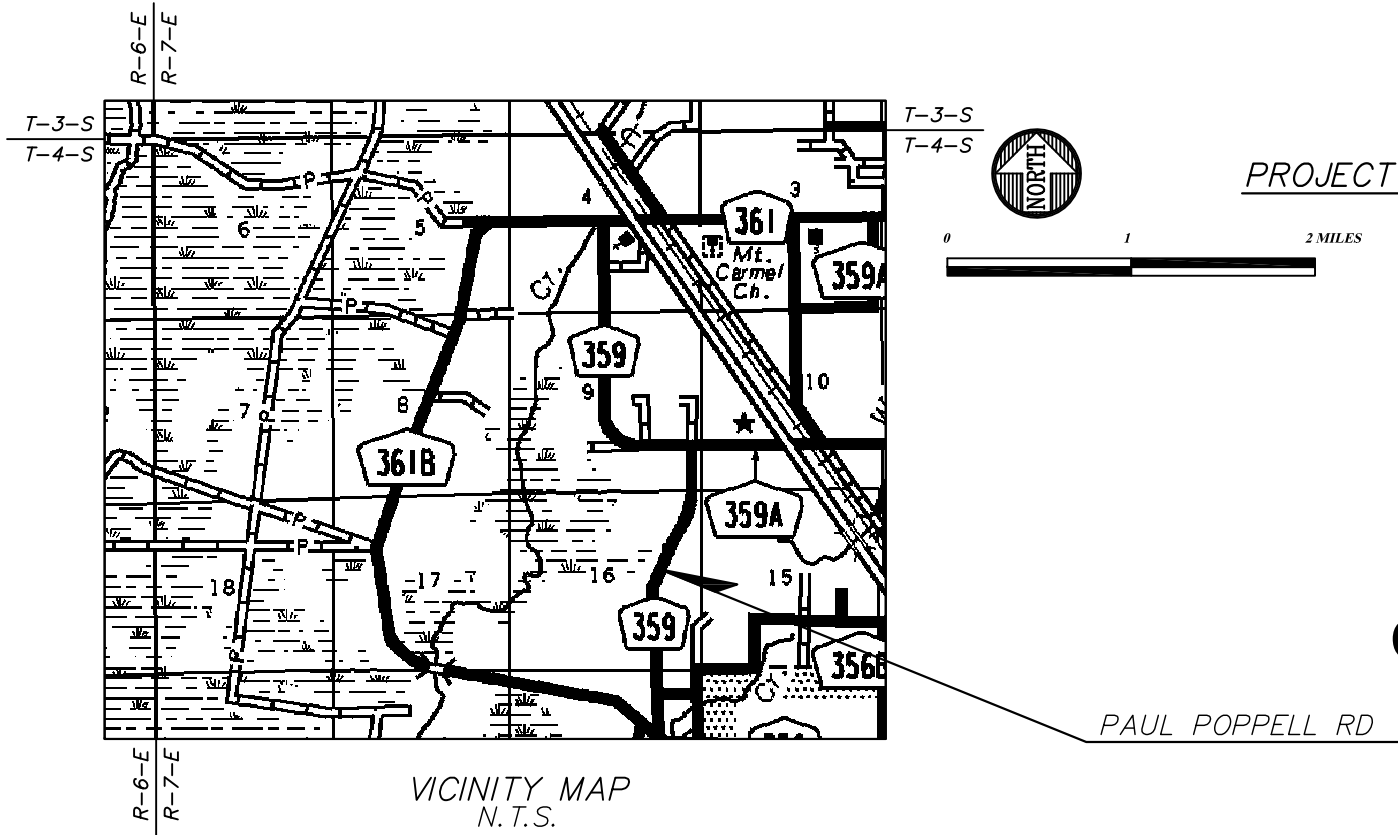
PAUL POPPELL RD CONTRACT PLANS

WIDENING/RESURFACING PLANS

TAYLOR COUNTY PROJECT NO. 2009-004-ENG

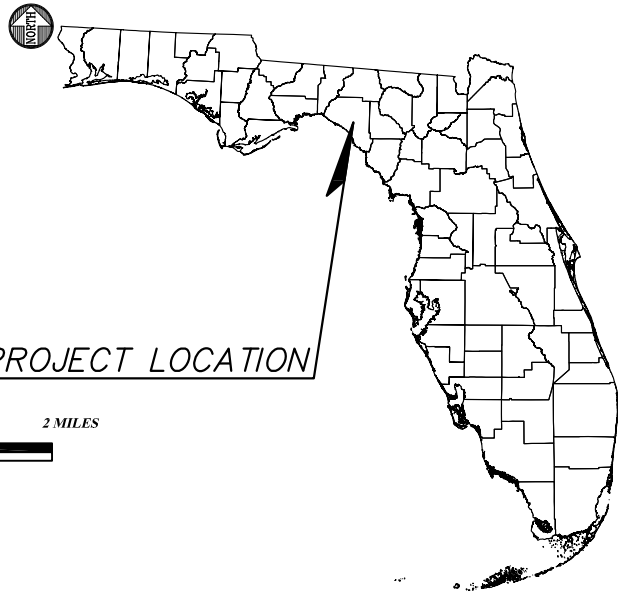
FDOT FINANCIAL PROJECT ID 424346-1-58-01

| PLAN INDEX |                                       |
|------------|---------------------------------------|
| SHEET      | DESCRIPTION                           |
| 1          | COVER AND CONTENTS OF SET             |
| 2          | GENERAL NOTES                         |
| 3~4        | TYPICAL SECTION                       |
| 5~9        | SUMMARY OF QUANTITIES                 |
| 10~28      | PLAN & PROFILE                        |
| 29~117     | CROSS SECTIONS                        |
| S-1        | SIGNAGE SCHEDULE                      |
| S-2        | STRIPING PLAN                         |
| S-3~S-12   | SIGNING AND PAVEMENT MARKINGS         |
| TC-1       | TRAFFIC CONTROL                       |
| SWPP-1     | STORM WATER POLLUTION PREVENTION PLAN |



| LENGTH OF PROJECT       |             |       |
|-------------------------|-------------|-------|
|                         | LINEAR FEET | MILES |
| ROADWAY                 | 8,758       | 1.66  |
| BRIDGES                 | 0.00        | 0.00  |
| NET LENGTH OF PROJECT   | 8,758       | 1.66  |
| EXCEPTIONS              | 0.00        | 0.00  |
| GROSS LENGTH OF PROJECT | 8,758       | 1.66  |

SMALL COUNTY ROAD ASSISTANCE PROGRAM



LOCATION MAP  
N.T.S.

NOT  
FOR  
CONSTRUCTION

GOVERNING STANDARDS AND SPECIFICATIONS:  
FLORIDA DEPARTMENT OF TRANSPORTATION,  
DESIGN STANDARDS, LATEST EDITION;  
STANDARD SPECIFICATIONS FOR ROAD AND  
BRIDGE CONSTRUCTION, LATEST EDITION; AND  
TAYLOR COUNTY LAND DEVELOPMENT REGULATIONS,  
AS AMENDED BY CONTRACT DOCUMENTS.

ROADWAY SHOP DRAWINGS TO BE  
SUBMITTED TO:

KENNETH DUDLEY, P.E.  
TAYLOR COUNTY ENGINEERING DIVISION  
201 EAST GREEN STREET  
PERRY, FL 32347

NOTE: THE SCALE OF THESE  
PLANS MAY HAVE CHANGED DUE TO  
REPRODUCTION.

ROADWAY PLANS  
ENGINEER OF RECORD: KENNETH DUDLEY  
P.E. NO.: 58014

PROJECT NO. 2009-004-ENG

PROJECT NAME PAUL POPPELL RD

SHEET NO. 1

COVER & CONTENTS

DATE 5/29/12

SCALE NTS

DESIGNED BY KRD

DRAWN BY BOB

CHECKED BY BOB

APPROVED BY BOCC

TAYLOR COUNTY ENGINEERING DIVISION

BOARD OF COUNTY COMMISSIONERS

201 E. GREEN STREET PERRY, FL 32347

PH: (850) 838-3500 FAX: (850) 838-3501

E-MAIL: county.engineer@taylorcountygov.com

SEAL KENNETH R. DUDLEY

58014

DATE

REVISION

FILE NAME C:\QTO.DWG

PLOT DATE 5/31/2012 2:32 PM



GENERAL NOTES

1.

ALL ROADWAY AND DRAINAGE CONSTRUCTION AND MATERIALS SHALL BE PER FDOT STANDARDS AND SPECIFICATIONS. MATERIALS SHALL MEET FDOT SPECIFICATIONS AND SHALL BE PRODUCED OR OBTAINED FROM AN FDOT APPROVED SOURCE. MATERIALS NOT COVERED UNDER THE STANDARD FDOT SPECIFICATIONS SHALL MEET THE REQUIREMENTS WITHIN THESE PLANS AND THE RESPECTIVE MANUFACTURER.
2.

ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE COUNTY ENGINEERING DIVISION WITHOUT DELAY. ANY SURVEY MONUMENTS REMOVED BY THE CONTRACTOR WITHOUT REFERENCE BEING ESTABLISHED, WILL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
3.

ANY EXISTING BENCHMARKS ARE TO BE REESTABLISHED BY THE CONTRACTOR'S SURVEYOR, IF DISTURBED.
4.

THE CONTRACTOR SHALL UNDERCUT ALL UNSUITABLE MATERIAL ENCOUNTERED BENEATH THE PROPOSED LIMEROCK BASE COURSE TO A DEPTH OF 24" (IN) BELOW THE BOTTOM OF THE BASE AND SHALL BACKFILL WITH CLEAN SUITABLE FILL MEETING FDOT ROAD AND BRIDGE CONSTRUCTION STANDARDS AND SPECIFICATIONS AS DETERMINED NECESSARY AND DIRECTED BY THE COUNTY ENGINEERING DIVISION. SEE FDOT INDEX NO. 500 & 505.
5.

ALL BORROW MATERIAL (OR EMBANKMENT) SHALL MEET THE REQUIREMENTS OF FDOT INDEX NO. 505 AND SHALL BE FURNISHED BY THE CONTRACTOR FROM AREAS PROVIDED BY THE CONTRACTOR AND APPROVED BY THE COUNTY ENGINEERING DIVISION.
6.

THE CONTRACTOR SHALL STOCKPILE TOPSOIL AND CONSTRUCTION MATERIALS IN SAFE AREAS ACCEPTABLE TO THE COUNTY ENGINEERING DIVISION. NO MATERIAL IS TO BE WIND-ROWED ON THE PAVEMENT OR SHOULDERS OR WITHIN ANY ENVIRONMENTALLY SENSITIVE AREAS.
7.

ONLY THE EXCAVATION FOR BASE PLACEMENT AND PIPE TRENCHES THAT CAN BE BACKFILLED BY THE END OF THE WORK DAY SHALL BE EXCAVATED. NO OPEN PIPE TRENCH OR ROADWAY EXCAVATION WILL BE ALLOWED TO REMAIN AFTER WORK ENDS FOR THE APPROVED WORK HOUR DAY.
8.

IF REQUIRED BY THESE PLANS, ALL UNDAMAGED EXISTING SIGNS SHALL BE RELOCATED IN ACCORDANCE WITH FDOT INDEX NO. 17302. RELOCATION SHALL BE CONSIDERED A PART OF MAINTENANCE OF TRAFFIC. CONTRACTOR SHALL INSTALL NEW SIGNS TO REPLACE DAMAGED OR MISSING SIGNS. SEE SIGNAGE SCHEDULE. ALL DAMAGED/DISCARDED SIGNS AND POSTS SHALL BE SALVAGED TO THE COUNTY AND DELIVERED TO THE ROAD DEPARTMENT FACILITY ON US 27.
9.

ALL EXISTING STREET SIGNS, MAILBOXES, ETC. SHALL BE RELOCATED IN ACCORDANCE WITH THE PROCEDURES OUTLINED IN FDOT INDEX NO. 532. RELOCATION SHALL BE CONSIDERED A PART OF MAINTENANCE OF TRAFFIC. MAILBOX RELOCATIONS SHALL BE COORDINATED THROUGH THE LOCAL POSTMASTER PRIOR TO RELOCATION.
10.

THE CONTRACTOR SHALL CONSTRUCT DRIVEWAY TURNOUTS AT ALL EXISTING DRIVEWAYS PER FDOT INDEX NO. 515 AND 516. ALL EXISTING PAVED DRIVES AND CONCRETE APRONS AT THE EDGE OF THE EXISTING DRIVING LANE SHALL BE SAW-CUT AND REMOVED PRIOR TO CONSTRUCTING THE WIDENED ROADWAY OR PAVED SHOULDER. UNPAVED COUNTY ROADS ARE TO BE PAVED TO THE R/W LINE OR AS SHOWN. SEE DETAIL.
11.

THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE AND LAWFULLY DISPOSE OF ALL MATERIALS NOT SALVAGED TO OWNER. EXCESS FILL MATERIAL SHALL BE UTILIZED TO THE FULLEST EXTENT POSSIBLE. REMAINING FILL SHALL BE SALVAGED TO THE COUNTY AT AN APPROVED LOCATION FOR STOCKPILING. UNDAMAGED GUARDRAIL SHALL BE SALVAGED TO THE COUNTY AND DELIVERED TO THE PUBLIC WORKS DIVISION FACILITY ON US 27.
12.

ALL DISTURBED AREAS SHALL BE STABILIZED BY PERFORMANCE TURF AND SOD. (SEE TYPICAL ROADWAY MODIFICATION SECTION FOR SOD LOCATIONS)
13.

ALL WATER, EQUIPMENT, MATERIALS, SUPPLIES, PRIME MATERIAL, COVER MATERIAL, ETC. INCLUDING NECESSARY SURVEYING AND MOT SHALL BE INCLUDED IN BID PRICE(S). OMISSIONS BY CONTRACTOR WILL NOT SERVE AS JUSTIFICATION FOR APPROVAL OF ADDITIONAL COMPENSATION.
14.

CONTRACTOR IS TO PROVIDE ALL REQUIRED SUBMITTALS INCLUDING FDOT APPROVED ASPHALT DESIGN MIXES FOR REVIEW AND APPROVAL BEFORE ANY WORK IS TO COMMENCE ON PROJECT.
15.

TYPE SP AND FC ASPHALTIC CONCRETE TO BE PLACED WITH A MECHANICAL SPREADER USING ELECTRONIC TRANSVERSE & LONGITUDINAL SCREED CONTROLS.
16.

PAVEMENT THICKNESS TRANSITIONS ALONG THE MAINLINE ROADWAY ARE TO BE CONSTRUCTED ON A 1:600 RATIO. FURTHER, WHENEVER GRADE DIFFERENCES EXIST BETWEEN THE PROJECT AND AN INTERSECTING STREET, TURNOUT OR CROSSOVER, THE CONTRACTOR SHALL INSTALL AND MAINTAIN A 2.0 FT MINIMUM ASPHALT WEDGE OR MILLED TAPER TO PROVIDE A SMOOTH TRANSITION FROM THE STREET, TURNOUT, OR CROSSOVER TO THE PROJECT.
17.

ALL ITEMS AS SHOWN ON THE PLANS MAY BE INCREASED, DECREASED OR OMITTED AS DIRECTED BY THE COUNTY ENGINEERING DIVISION OR THE AUTHORIZED REPRESENTATIVE.
18.

ALL WELLS, CLEANOUTS, MANHOLE TOPS, PULL BOX COVERS AND OTHER UTILITY APPURTENANCES WITHIN THE PROJECT LIMITS SHALL BE PROTECTED AND ADJUSTED WHERE NECESSARY TO MATCH PROPOSED FINISH GRADES.
19.

CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE APPROPRIATE UTILITY ANY NECESSARY UTILITY FIELD LOCATION OR RELOCATION, AS REQUIRED. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. ACTUAL LOCATIONS SHALL BE FIELD VERIFIED BY CONTRACTOR.
20.

CONTRACTOR SHALL EXERCISE EXTREME CARE DURING THIS PROJECT AND SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING STRUCTURES OR FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.
21.

CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE ONE CALL OF FLORIDA, INC. (1-800-432-4770) AND UTILITY OWNERS LISTED BELOW, 48 HOURS IN ADVANCE OF BEGINNING CONSTRUCTION AT THE JOB SITE.

|                                   |                   |                     |
|-----------------------------------|-------------------|---------------------|
| UTILITY OWNERS:                   |                   |                     |
| COMPANY:                          | UTILITY TYPE:     | CONTACT:            |
| COMCAST                           | CABLE TELEVISION  | PHIL CARTER         |
| GTCOM, INC./FAIR POINT            | TELEPHONE         | RANDY NEWMAN        |
| MCI WORLDCOM / VERIZON            | TELEPHONE         | JOHN McNEAL         |
| BROADBING COMMUNICATIONS          | TELEPHONE         | KEVIN MEANS         |
| TRI-COUNTY ELECTRICAL COOPERATIVE | ELECTRIC          | CARL HACKLE         |
| PROGRESS ENERGY                   | ELECTRIC          | MIKE WELLER         |
| CITY OF PERRY                     | GAS, SEWER, WATER | BARNEY JOHNSON, JR. |

MAINTENANCE OF TRAFFIC BY CONTRACTOR

1.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SAFE PASSAGE OF TRAFFIC AND PROTECTION OF HIS WORK FORCE THROUGHOUT THE PROJECT.
2.

A MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED BY THE CONTRACTOR IN ACCORDANCE WITH PART SIX OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE ROADWAY AND TRAFFIC DESIGN STANDARDS. ONE TRAFFIC LANE MAY BE CLOSED DURING WORKING HOURS ONLY. CONTRACTOR IS TO CHECK AND MAINTAIN ON A DAILY BASIS ALL SIGNS, FLASHING LIGHTS, STRIPING AND OTHER ITEMS AS REQUIRED TO CONFORM WITH THE MAINTENANCE OF TRAFFIC PLAN.
3.

WORK ZONE TRAFFIC CONTROL SHALL ADHERE STRICTLY TO THE REQUIREMENTS OF THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS, INDEX SERIES 600, THE MUTCD AND ANY SPECIFIC INSTRUCTIONS OF THE COUNTY ENGINEERING DIVISION. NONCOMPLIANCE WITH THESE STANDARDS WILL SERVE AS JUST CAUSE FOR STOPPING WORK AT NO EXPENSE TO OWNER.
4.

THE CONTRACTOR'S PROPOSED SEQUENCE OF OPERATIONS AND SPECIFIC MAINTENANCE OF TRAFFIC PLANS SHALL BE REVIEWED BY THE COUNTY ENGINEERING DIVISION PRIOR TO THEIR IMPLEMENTATION.
5.

UNLESS SPECIFICALLY AUTHORIZED BY THE COUNTY ENGINEERING DIVISION, THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES AT LEAST ONE WAY TRAFFIC WITH A MINIMUM OF A 10' (FT) WIDE LANE AND A POSTED SPEED OF NOT MORE THAN 35 MILES PER HOUR, WITH APPROPRIATE TRAFFIC CONTROL.
6.

ALL ABOVE GROUND OBSTRUCTIONS WITHIN THE CLEAR ZONE = 14' (FT) OF TEMPORARY OR PERMANENT LANES SHALL BE MARKED AND PROTECTED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS OR SPECIFIC INSTRUCTIONS OF THE COUNTY ENGINEERING DIVISION. CLEAR ZONE REDUCED TO 4' (FT) BEHIND CURB IN CURBED AREAS.
7.

TEMPORARY LANES SHALL BE STABILIZED AND SUITABLE FOR PASSENGER VEHICLES DURING ALL WEATHER CONDITIONS.

EROSION & SEDIMENTATION CONTROL

THE CONTRACTOR IS RESPONSIBLE FOR EROSION/SEDIMENTATION CONTROL PRACTICES DURING CONSTRUCTION TO MINIMIZE ON-SITE EROSION/SEDIMENTATION AND TO PROTECT AGAINST DAMAGE TO OFF-SITE PROPERTY. THE FOLLOWING PRACTICES SHALL BE EMPLOYED:

1.

EROSION AND SEDIMENTATION CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. AREAS OF OFF-SITE DISCHARGE DURING CONSTRUCTION SHALL BE PROTECTED WITH A SEDIMENT BARRIER PER FDOT INDEX NO. 102 TO PREVENT OFF-SITE DISCHARGE OF SEDIMENTS.
2.

ALL SLOPES STEEPER THAN 3H:1V REQUIRE LAPPED OR PEGGED SOD.
3.

ALL INLET STRUCTURES AND PIPES SHALL BE PROTECTED FROM SILTATION BY CONSTRUCTING INLET PROTECTION AS DEFINED IN THE FDOT STANDARDS.
4.

PERMANENT VEGETATIVE STABILIZATION SHALL BE APPLIED ON FINE GRADED SITES AS SOON AS PRACTICAL. TEMPORARY SEEDING SHOULD BE EMPLOYED TO PREVENT EXPOSURE OF BARREN SOILS UNTIL PERMANENT VEGETATION CAN BE APPLIED.
5.

ALL SYNTHETIC BALES, SILT FENCE AND OTHER EROSION CONTROL MEASURES SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT ONCE VEGETATION IS ESTABLISHED.
- NOTE:

EROSION/SEDIMENTATION CONTROL SHALL BE PLACED PRIOR TO ANY SITE EXCAVATION AND/OR FILLING AND SHALL REMAIN IN PLACE UNTIL SITE EXCAVATION IS COMPLETE AND VEGETATION ESTABLISHED.

TEMPORARY SEED AND MULCH SHOULD BE USED TO CONTROL ON-SITE EROSION WHEN IT IS NOT PRACTICAL TO ESTABLISH PERMANENT VEGETATION. PERMANENT VEGETATION SHALL BE PLACED AS EARLY AS POSSIBLE ON ALL SLOPES STEEPER THAN 5 (FT) HORIZONTAL TO 1 (FT) VERTICAL (IF APPLICABLE). SOD SHALL BE PINNED AS REQUIRED. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE MAINTAINED IN WORKING ORDER THROUGHOUT THE CONSTRUCTION PHASE. THE CONTRACTOR SHALL INSPECT AND REPAIR AS NECESSARY THE EROSION/SEDIMENTATION PROTECTION AT THE END OF EACH WORKING DAY.

MISCELLANEOUS NOTES

1.

PERFORMANCE TURF, SOD TYPE SHALL BE BERMUDA FOR THE ENTIRE PROJECT.
2.

BURNING OF MATERIALS AND/OR DEBRIS AS A MEANS OF DISPOSAL IS PROHIBITED WITHIN THE LIMITS OF THE PROJECT.
3.

MOWING SHALL BE PERFORMED ONE (1) TIME AS A PART OF REACHING FINAL COMPLETION FOR THE PROJECT ONCE SUBSTANTIAL COMPLETION IS APPROVED. MOWING EFFORT SHALL MEET THE REQUIREMENTS OF FDOT SPECIFICATION 104 AND 570.
4.

REGRADE SIDE DITCHES TO LIMITS SHOWN OR 25 FEET MINIMUM TO PROVIDE SMOOTH TRANSITION WITH EXISTING FLOW LINES.

GOVERNING SPECIFICATIONS

1.

ASPHALT: SECTION 330 AND 334 OF FDOT SPECIFICATIONS, LATEST EDITION
2.

MILLING: SECTION 327 OF FDOT SPECIFICATIONS, LATEST EDITION
3.

BASE: SECTION 200 ~ 290 OF FDOT SPECIFICATIONS, LATEST EDITION
4.

SUBGRADE: SECTION 160 OF FDOT SPECIFICATIONS, LATEST EDITION
5.

GRASSING: SECTION 570 OF FDOT SPECIFICATIONS, LATEST EDITION
6.

SODDING: SECTION 570 OF FDOT SPECIFICATIONS, LATEST EDITION
7.

STRIPES & MARKINGS: SECTION 710 & 711 OF FDOT SPECIFICATIONS, LATEST EDITION
8.

RETROFLECTIVE PAVEMENT MARKERS – SECTION 706 AND 970 OF FDOT SPECIFICATIONS, LATEST EDITION
9.

SIGNAGE: SEE FDOT INDEX 11860, 11862, 11865, 17302, 17344, 17346, 17352, AND 17359
10.

GUARDRAIL: SECTION 536, FDOT SPECIFICATIONS AND FDOT INDEX 400
11.

RAILROAD CROSSINGS. FDOT INDEX 560
12.

MAINTENANCE OF TRAFFIC – SEE FDOT INDEX 600 SERIES, MUTCD
13.

CULVERTS: FDOT INDEX 272 AND 273 – MITERED END SECTIONS  
FDOT INDEX 280 – MISCELLANEOUS DRAINAGE DETAILS  
FDOT INDEX 281 – DITCH PAVEMENT AND SODDING

TESTING REQUIREMENTS

1.

ALL TESTING SHALL BE PERFORMED BY A LICENSED/CERTIFIED LABORATORY. UPON SELECTION, THE LABORATORY SHALL BE APPROVED IN WRITING BY THE COUNTY PRIOR TO BEGINNING ANY ON-SITE TESTING OR MATERIAL COLLECTION.
2.

COPIES OF ALL TEST RESULTS SHALL BE PROVIDED TO THE COUNTY ENGINEERING DIVISION. PASSING RESULTS WILL BE REQUIRED PRIOR TO BEGINNING THE NEXT PHASE OF CONSTRUCTION.
3.

THE COUNTY ENGINEERING DIVISION SHALL BE NOTIFIED NO LESS THAN 24 HOURS IN ADVANCE FOR SCHEDULING INSPECTION OF PERTINENT STAGES OF CONSTRUCTION INCLUDING SUBGRADE PREPARATION, LIMEROCK PLACEMENT, PRIME AND TACK COATS, ASPHALT PLACEMENT, CULVERT INSTALLATIONS AND OTHERS AS REQUIRED FOR APPROVAL.
4.

PERFORM COMPACTION TESTING FOR CULVERTS AND CULVERT EXTENSIONS AS DESCRIBED IN SECTION 125, FDOT SPECIFICATIONS, LATEST EDITION. A MINIMUM OF ONE TEST ON EACH SIDE OF THE CULVERT PER LIFT IS REQUIRED FOR THE BEDDING AND COVER ZONE. A MINIMUM OF ONE TEST PER LIFT IS REQUIRED IN THE TOP ZONE. PERFORM ADDITIONAL TESTING AS DIRECTED BY THE AUTHORIZED REPRESENTATIVE.
5.

PERFORM MODIFIED PROCTOR AND LBR TESTING FOR STABILIZED SUBGRADE AT A FREQUENCY OF ONE TEST PER LIFT PER 1,000 FT OF ROADWAY, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. LIMEROCK BEARING RATIO VALUE SHALL EQUAL OR EXCEED 40, NO UNDER TOLERANCE PERMITTED.
6.

IN-PLACE THICKNESS OF EACH COURSE OF A STABILIZED SUBGRADE SHALL BE DETERMINED USING 3" CORES AT A FREQUENCY OF THREE TESTS PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF THREE TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER.
7.

PERFORM COMPACTION TESTING FOR STABILIZED SUBGRADE AND FILL THE FULL DEPTH AT A FREQUENCY OF ONE TEST PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. COMPACTION SHALL ACHIEVE 98.0% OF MODIFIED PROCTOR DENSITY (AASHTO T 180).
8.

PERFORM MODIFIED PROCTOR TESTING FOR BASE COURSE AT A FREQUENCY OF ONE TEST PER LIFT PER 4,000 FT OF ROADWAY, OR AT A MINIMUM OF ONE TEST PER ROADWAY SEGMENT, WHICHEVER IS GREATER.
9.

PERFORM COMPACTION TESTING FOR BASE COURSE THE FULL DEPTH AT A FREQUENCY OF ONE TEST PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. COMPACTION SHALL ACHIEVE 98.0% OF MODIFIED PROCTOR DENSITY (AASHTO T 180).
10.

IN-PLACE THICKNESS OF EACH COURSE OF A BASE COURSE SHALL BE DETERMINED USING 3" CORES AT A FREQUENCY OF THREE TESTS PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF THREE TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER.
11.

ASPHALT CONCRETE MIXES SHALL BE A CURRENT FDOT APPROVED DESIGN OF THE MATERIAL ACTUALLY USED. SAMPLES OF MATERIALS DELIVERED TO THE SITE SHALL BE TESTED IN ACCORDANCE WITH FDOT REQUIREMENTS TO VERIFY THAT AGGREGATE GRADATION AND ASPHALT CONTENT MEETS APPROVED DESIGN CRITERIA.
12.

SURFACE SMOOTHNESS AND IN-PLACE DENSITY OF EACH COURSE OF ASPHALT CONCRETE SHALL BE DETERMINED IN ACCORDANCE WITH CURRENT FDOT STANDARD SPECIFICATIONS. FIELD DENSITIES, CORING LOCATIONS AND PLANT SAMPLING SHALL BE CONDUCTED AND OBTAINED ACCORDING TO THE RANDOM NUMBER TABLES PROVIDED BY THE COUNTY. A MINIMUM OF THREE DENSITY TESTS PER ROADWAY SEGMENT PER DAY AND TESTING OF ONE PLANT SAMPLE PER DAY WILL BE REQUIRED.
13.

CONTRACTOR PROCESS CONTROL TESTS SHALL BE REQUIRED FOR PROJECTS LESS THAN 2,000 TONS OF HOT MIX ASPHALT.
14.

PERFORM COMPACTION TESTING FOR CULVERTS AND CULVERT EXTENSIONS AS DESCRIBED IN SECTION 125, FDOT SPECIFICATIONS, LATEST EDITION. A MINIMUM OF ONE TEST ON EACH SIDE OF THE CULVERT PER LIFT IS REQUIRED FOR THE BEDDING AND COVER ZONE. A MINIMUM OF ONE TEST PER LIFT IS REQUIRED IN THE TOP ZONE. PERFORM ADDITIONAL TESTING AS DIRECTED BY THE AUTHORIZED REPRESENTATIVE.

SIGNAGE AND PAVEMENT MARKING

1.

THE EXISTING SIGNAGE INVENTORY REFLECTS DATA COLLECTED DURING PLANS PREPARATION AND IT IS POSSIBLE THAT ADDITIONAL SIGNS MAY BE PRESENT AT THE TIME OF CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE THE DISPOSITION OF SUCH SIGNS WITH THE PROJECT ENGINEER.
2.

SIGNAGE AND PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THESE PLANS, FDOT DESIGN STANDARDS, AND THE MUTCD, LATEST EDITIONS.
3.

FDOT DESIGN STANDARDS INDEX NO. 17302 NOTE NO. 5 IS MODIFIED TO READ: ALL SIGNS SHALL HAVE A MINIMUM HEIGHT OF 7 FEETAS MEASURED FROM THE BOTTOM OF THE SIGN PANEL TO A HORIZONTAL LINE EXTENDED FROM THE EDGE OF THE TRAVEL LANEOR SIDEWALK, WHICHEVER IS HIGHER. THIS INCLUDES RURAL SECTIONS AND SECONDARY SIGN PANELS.
4.

ALL PAVEMENT MARKINGS SHALL MEET THE CRITERIA OF SECTION 710 "PAINTING TRAFFIC STRIPES" AND SECTION 711 "THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS" OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BRIDGE CONSTRUCTION, LATEST EDITION.
5.

MARKINGS SHALL BE AS PER FDOT INDEX NO. 17346 AND THESE PLANS.
6.

RETRO-REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED AS PER FDOT INDEX NO. 17352 AND THESE PLANS.
7.

SIGN BRACKETS, SOIL PLATES, COLUMNS, AND FOUNDATIONS SHALL COMPLY/BE SELECTED USING LATEST EDITION OF FDOT INDEX NO. 11860, 11862, AND 11865, RESPECTIVELY.
8.

SIGNAGE DESIGNATED TO BE REUSED AND RELOCATED SHALL INCLUDE FURNISHING NEW BRACKETS, SOIL PLATES, COLUMNS, AND FOUNDATION. RELOCATION TO INCLUDE COST OF NEW SIGN POST, FOUNDATION AND BRACKET, IF REQUIRED, TO COMPLY WITH FDOT INDEX 11860.
9.

ALL D3 STRET NAME SIGNS NOTED AS "PRIVATE" SHALL HAVE BLUE BACKGROUND AS COMPARED TO GREEN BACKGROUND FOR PUBLIC SIGNS.
10.

SIGNS SHALL MEET MUTCD "CONVENTIONAL ROAD" SIGN SIZES UNLESS NOTED OTHERWISE. D-3 GUIDE SIGNAGE SHALL BE NO LESS THAN 8" HIGH WITH 6" UPPERCASE AND 4" LOWERCASE LETTERING AND BORDER.
11.

CONTRACTOR SHALL PROVIDE THE COUNTY ENGINEERING DIVISION AND THE PROJECT ENGINEER SHOP DRAWINGS OF CUSTOM, DIRECTIONAL AND D-SERIES SIGNAGE FOR WRITTEN APPROVAL NO LESS THAN TWO (2) DAYS PRIOR TO DATE OF FABRICATION.
12.

REMOVAL AND ASSEMBLY INCLUDES ALL SUPPLEMENTAL PANELS.

DRAWING LEGEND

- FOUND IRON ROD
- FOUND IRON PIPE
- ⌚

PHONE PEDESTAL
- ⊠

WATER METER AND BOX
- ⊠

EXISTING GAS (OR WATER) VALVE AND BOX
- ⊠

EXISTING STORMWATER MANHOLE
- ⊠

EXISTING HYDRANT
- ☀

ELECTRIC POWER POLE
- ROADWAY SIGN
- E—

OVERHEAD ELECTRIC LINE
- △

TRAVERSE POINT (PK NAIL AND CAP)
- x—

EXISTING FENCE
- ⊕

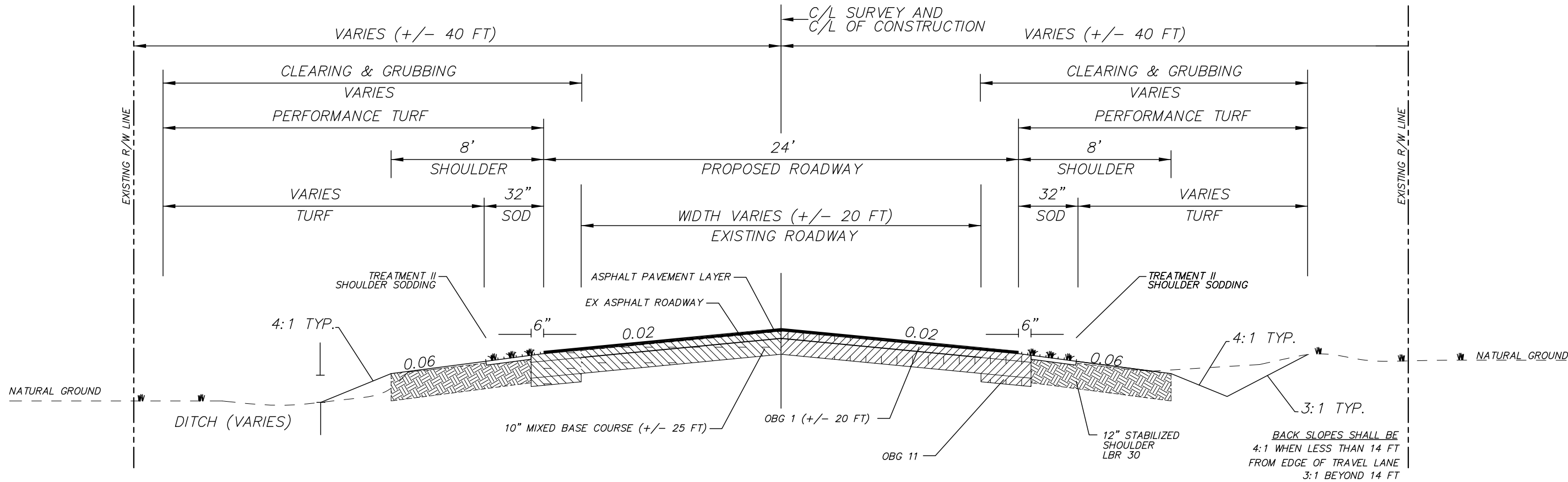
TEMPORARY BENCHMARK (ELEV = X.XX')
- SF—

SILT FENCE
- CLEAR ZONE
- — — — —

SHOULDER

|                   |  |                                             |  |             |  |                 |  |                |  |
|-------------------|--|---------------------------------------------|--|-------------|--|-----------------|--|----------------|--|
| KENNETH R. DUDLEY |  | TAYLOR COUNTY ENGINEERING DIVISION          |  | DESIGNED BY |  | PROJECT NAME    |  | PROJECT NO.    |  |
| SEAL              |  | BOARD OF COUNTY COMMISSIONERS               |  | KRD         |  | PAUL POPPELL RD |  | 2009-004-ENG   |  |
| DATE              |  | 201 E. GREEN STREET PERRY, FL. 32347        |  | DRAWN BY    |  | SHEET TITLE     |  | SHEET NO.      |  |
| REVISION          |  | PH: (850) 838-3500 FAX: (850) 838-3501      |  | BOB         |  | GENERAL NOTES   |  | 2              |  |
|                   |  | E-MAIL: county.engineer@taylorcountygov.com |  | CHECKED BY  |  |                 |  |                |  |
|                   |  |                                             |  | BOB         |  | DATE            |  | 5/29/12        |  |
|                   |  |                                             |  | APPROVED BY |  | SCALE           |  | NTS            |  |
|                   |  |                                             |  | BOCC        |  |                 |  | SHEET 2 OF 131 |  |
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**PAUL POPPELL RD (CR 359) (10+14.59-97+71.63)**  
**TYPICAL ROADWAY SECTION**

**NOT  
FOR  
CONSTRUCTION**

TYPICAL SECTION NOTES

1. SUPERPAVE ASPHALTIC CONCRETE SHALL BE PLACED WITH A MECHANICAL SPREADER EQUIPPED AND USING ELECTRONIC TRANSVERSE AND AUTOMATIC LONGITUDINAL SCREED CONTROLS.
2. COMPACTION OF ALL MATERIALS SHALL BE LIMITED TO STATIC MODE ONLY UNLESS OTHERWISE DIRECTED BY ENGINEER.
3. RESURFACE SIDE STREETS TO LIMITS SHOWN IN PLANS.
4. INSTALL OPTIONAL BASE GROUP 11 WIDENING TO 25 FT MIN WIDTH
5. PLACE OPTIONAL BASE GROUP 1 OVER EXISTING ROAD WIDTH MIX EXISTING ASPHALT ROADWAY, OBG 1 AND OBG 11 WIDENING FOR FULL PROPOSED ROADWAY WIDTH TO PLAN, PROFILE AND CROSS-SECTION.
6. REMOVE OR RELOCATE ALL OBSTRUCTIONS WITHIN THE ROADWAY CLEARZONE AS NECESSARY. CLEARZONE=14 FT; 50 MPH-ADT<1,500

TRAFFIC DATA

CURRENT YEAR ESTIMATE = 2012 AADT = 1,000  
OPENING YEAR ESTIMATE = 2013 AADT = 1,015  
DESIGN YEAR ESTIMATE = 2032 AADT = 1,347  
FDOT TRAFFIC LEVEL = B  
K = N/A D = 50% T = 15%  
DESIGN HOUR T = N/A  
DESIGN SPEED = 50 MPH

NTS  
RESURFACING

OPTIONAL BASE GROUP 1 WITH  
TYPE SP-12.5 (TRAFFIC C) (1.50" AVG/SY) (PG 67-22)  
FRICTION COURSE FC-12.5 (TRAFFIC C) (1.50" AVG/SY) (PG 67-22)

WIDENING

OPTIONAL BASE GROUP 11 WITH  
TYPE SP-12.5 (TRAFFIC C) (1.50" AVG/SY) (PG 67-22)  
FRICTION COURSE FC-12.5 (TRAFFIC C) (1.50" AVG/SY) (PG 67-22)

OPTIONAL BASE GROUP 1 PERMITTED

4" LIMEROCK (LBR 100)

OPTIONAL BASE GROUP 11 PERMITTED

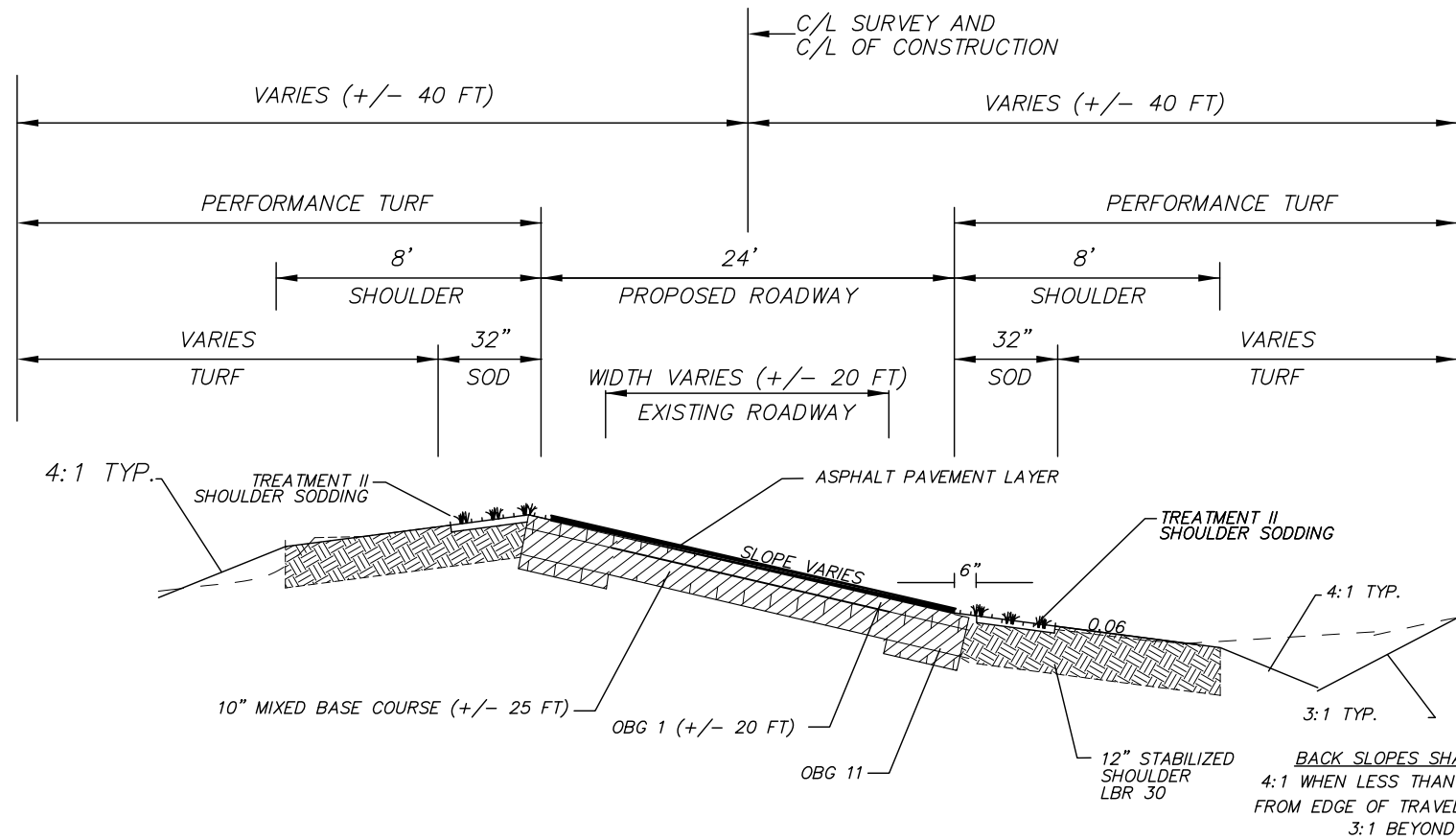
12" LIMEROCK (LBR 100)

CONSTRUCTION SEQUENCE

1. SUBMIT MOT PLAN. INSTALL AND MAINTAIN MOT DAILY IN ACCORDANCE WITH APPROVED PLAN.
2. CONSTRUCT ALL REQUIRED EROSION CONTROL MEASURES. PROTECT ALL WATERCOURSES, WETLANDS AND PREVENT ALL OFF-SITE DISCHARGE.
3. CONSTRUCT OBG 11 WIDENING TO PROVIDE 25 FT MINIMUM WIDTH
4. PLACE OBG 1 OVER EXISTING ROADWAY AND MIX FULL 25 FT WIDTH AT A 10" MINIMUM DEPTH.
5. SHAPE, COMPACT AND PRIME BASE COURSE. PROTECT BASE COURSE USING SAND COVER OR SCREENINGS.
6. CONSTRUCT NEW ASPHALTIC CONCRETE STRUCTURAL COURSE OVER FULL ROADWAY.
7. CONSTRUCT DRAINAGE IMPROVEMENTS (SWALES, RETENTION AREAS, DITCH PAVING, ENDWALLS, CULVERTS, ETC.) AND SHOULDER AREAS PER PLAN PROFILE AND CROSS-SECTIONS.
8. PLACE SOD AT ROADWAY, STEEP SLOPES AND DRAINAGE STRUCTURES. PLACE PERFORMANCE TURF ON ALL REMAINING DISTURBED AREAS.
9. SIGN AS REQUIRED BY THESE PLANS, FDOT AND MUTCD SPECIFICATIONS.
10. CONSTRUCT NEW ASPHALTIC CONCRETE SURFACE/FRICTION COURSE.
11. STRIPE AND PLACE RPMS AS REQUIRED BY THESE PLANS, FDOT AND MUTCD SPECIFICATIONS.

|                         |  |                                |  |                           |                                                                                                                                                                                                                                                                                                                                                                                             |                     |  |                                 |  |                             |  |
|-------------------------|--|--------------------------------|--|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|--|---------------------------------|--|-----------------------------|--|
| DATE                    |  | REVISION                       |  | SEAL<br>KENNETH R. DUDLEY | <div><b>TAYLOR COUNTY ENGINEERING DIVISION</b><br/><b>BOARD OF COUNTY COMMISSIONERS</b><br/><b>201 E. GREEN STREET PERRY, FL. 32347</b><br/><b>PH: (850) 838-3500 FAX: (850) 838-3501</b><br/><b>E-MAIL: county.engineer@taylorcountygov.com</b></div> <div>0" <b>1"</b><br/><b>VERIFY SCALE</b></div> | DESIGNED BY<br>KRD  |  | PROJECT NAME<br>PAUL POPPELL RD |  | PROJECT NO.<br>2009-004-ENG |  |
|                         |  |                                |  |                           |                                                                                                                                                                                                                                                                                                                                                                                             | DRAWN BY<br>BOB     |  | SHEET NO.                       |  |                             |  |
|                         |  |                                |  |                           |                                                                                                                                                                                                                                                                                                                                                                                             | CHECKED BY<br>BOB   |  | TYPICAL SECTION                 |  |                             |  |
|                         |  |                                |  |                           |                                                                                                                                                                                                                                                                                                                                                                                             | APPROVED BY<br>BOCC |  | DATE<br>5/29/12                 |  |                             |  |
|                         |  |                                |  |                           |                                                                                                                                                                                                                                                                                                                                                                                             |                     |  | SCALE<br>NTS                    |  |                             |  |
| FILE NAME<br>C:\QTO.DWG |  | PLOT DATE<br>5/31/2012 2:37 PM |  | 58014                     |                                                                                                                                                                                                                                                                                                                                                                                             | SHEET 3 OF 131      |  |                                 |  |                             |  |

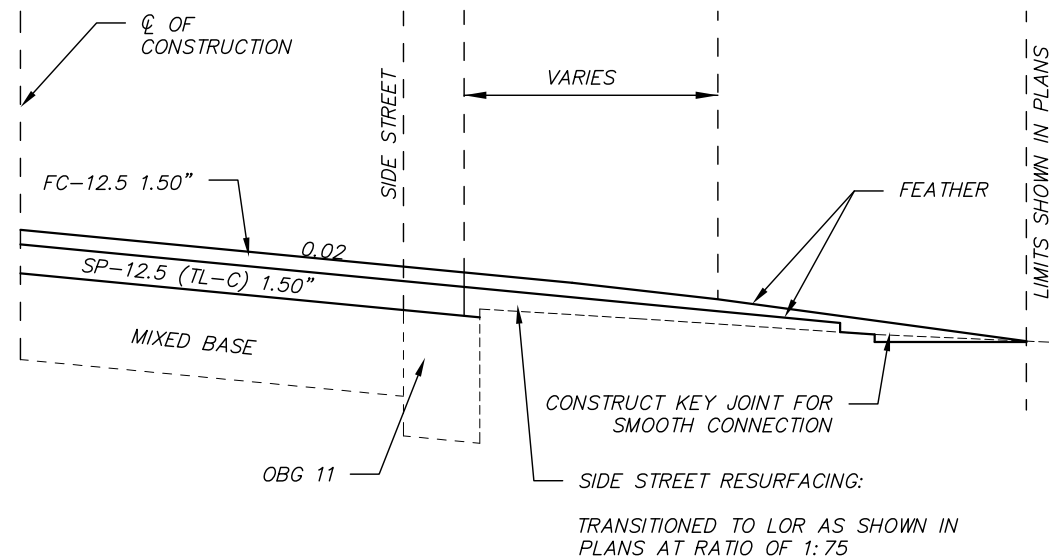




**TYPICAL SUPERELEVATION SECTION**  
NTS

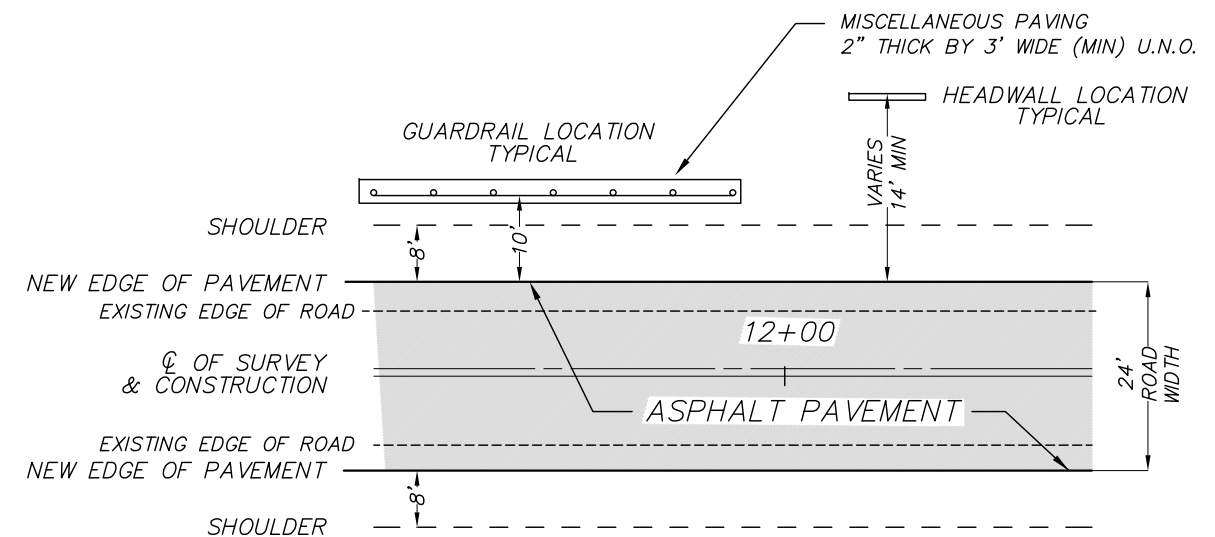
NOTES:

- 1) SLOPES TO BE CONSTRUCTED IN ACCORDANCE TO SECTION 510, FDOT DESIGN STANDARDS, LATEST EDITION.



**SIDE STREET RESURFACING DETAIL**  
**HALF SECTION FLUSH SHOULDER**

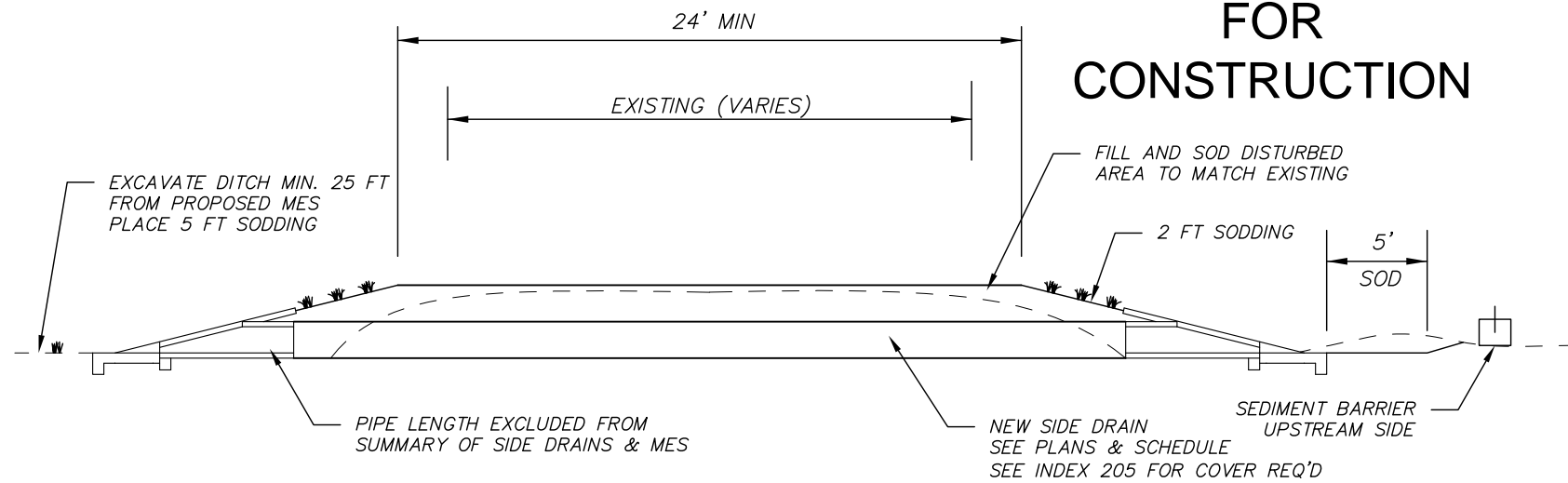
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**TYPICAL ROADWAY DETAIL**

NTS

**NOT FOR CONSTRUCTION**



**SIDE DRAIN MODIFICATION DETAILS**

NTS

NOTES:

- 1) SODDING SHALL BE AS CALLED FOR IN DESIGN STANDARDS
- 2) ALL TURNOUTS SHALL BE A MINIMUM OF 24 FT WIDE, UNLESS NOTED OTHERWISE (U.N.O.)
- 3) LOCATION STATIONS ARE APPROXIMATE
- 4) PROPOSED SIDE DRAIN FLOW LINE ELEVATION SHALL MATCH EXISTING FLOW LINE ELEVATION, U.N.O. EXCAVATE WHERE NECESSARY DUE TO ALIGNMENT AND/OR GRADE CHANGES. PLACE 8 LF MINIMUM SEDIMENT BARRIER AT UPSTREAM SIDE OF EACH SD.
- 5) FOR REPLACEMENT OF SIDE DRAINS 24" OR SMALLER, THE OFFSET OF THE PIPE SHALL MATCH THE EXISTING OFFSET OF THE PIPE TO BE REMOVED EXCEPT WHERE LOCATED CLOSER THAN THE PROPOSED SHOULDER WIDTH PLUS 8 FT OR THE CLEAR ZONE DISTANCE, WHICHEVER IS CLOSEST, U.N.O.

|                         |  |                                                                                                                                                                                                                                                                                                             |  |                                 |  |                             |  |
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| KENNETH R. DUDLEY       |  | TAYLOR COUNTY ENGINEERING DIVISION                                                                                                                                                                                                                                                                          |  | PROJECT NAME<br>PAUL POPPELL RD |  | PROJECT NO.<br>2009-004-ENG |  |
| REVISION                |  | <div><div><b>BOARD OF COUNTY COMMISSIONERS</b><br/><b>201 E. GREEN STREET PERRY, FL. 32347</b><br/><b>PH: (850) 838-3500    FAX: (850) 838-3501</b><br/><b>E-MAIL: county.engineer@taylorcountygov.com</b></div></div> |  | DESIGNED BY<br>KRD              |  | SHEET NO.<br>4              |  |
|                         |  |                                                                                                                                                                                                                                                                                                             |  | DRAWN BY<br>BOB                 |  | TYPICAL SECTION             |  |
|                         |  |                                                                                                                                                                                                                                                                                                             |  | CHECKED BY<br>BOB               |  |                             |  |
|                         |  |                                                                                                                                                                                                                                                                                                             |  | APPROVED BY<br>BOCC             |  | DATE<br>5/29/12             |  |
|                         |  |                                                                                                                                                                                                                                                                                                             |  |                                 |  | SCALE<br>NTS                |  |
| FILE NAME<br>C:\QTO.DWG |  | PLOT DATE<br>5/31/2012 2:38 PM                                                                                                                                                                                                                                                                              |  | VERIFICATION SCALE<br>0 1" 0    |  | SHEET 4 OF 131              |  |



| SUMMARY OF ROADWAY ITEMS AND QUANTITIES |             |                                                            |      |                   |
|-----------------------------------------|-------------|------------------------------------------------------------|------|-------------------|
| FDOT INDEX                              | ITEM No.    | LUMP SUM ITEM                                              | UNIT | STATION           |
|                                         |             |                                                            |      | 10+14.59~97+71.63 |
|                                         |             |                                                            |      | QUANTITY          |
| 17302,17359,etc.                        |             | SIGNAGE                                                    | LS   | 1                 |
|                                         | 101-1       | MOBILIZATION                                               | LS   | 1                 |
| 600 Series                              | 102-1       | MAINTENANCE OF TRAFFIC                                     | LS   | 1                 |
| 102                                     | 104-13-1    | STAKED SILT FENCE TYPE 3                                   | LF   | 675.1             |
| 285, 500, 505                           | 120-1       | REGULAR EXCAVATION                                         | CY   | 7,680.24          |
| 500, 505                                | 120-6       | EMBANKMENT                                                 | CY   | 11,591.43         |
| 513                                     | 160-4       | TYPE B STABILIZED SUBGRADE (LBR 40)                        | SY   | ---               |
| 513                                     | 285-701     | OPTIONAL BASE GROUP 4                                      | SY   | 1,746             |
| 513                                     | 285-706     | OPTIONAL BASE GROUP 11                                     | SY   | 4,865             |
| 513                                     | 334-1-12    | STRUCTURAL/SURFACE COURSE (1.50" / SY SP-12.5) (TRAFFIC B) | TN   | 1,957.6           |
| 513                                     | 334-1-12    | STRUCTURAL/SURFACE COURSE (1.50" / SY SP-12.5) (TRAFFIC B) | TN   | 1,957.6           |
| 250                                     | 400-1-2     | CLASS I CONCRETE, ENDWALLS                                 | CY   | 73.4              |
| 205                                     | 430-174-218 | PIPE CULVERT OPTIONAL MATERIAL, 23"x14" ELL. SD            | LF   | 1,448             |
| 205                                     | 430-175-118 | PIPE CULVERT OPTIONAL MATERIAL, ROUND 0-24", SD            | LF   | 92                |
| 205                                     | 430-175-101 | PIPE CULVERT OPTIONAL MATERIAL, ROUND 0-24", CD            | LF   | 65.8              |
| 205                                     | 430-175-102 | PIPE CULVERT OPTIONAL MATERIAL ROUND 25"-36", CD           | LF   | 59.7              |
| 205                                     | 430-175-103 | PIPE CULVERT OPTIONAL MATERIAL ROUND 37"-48", CD           | LF   | 45.6              |
| 273                                     | 430-984-125 | MITERED END SECTION, 18" ROUND, SD                         | EA   | 4                 |
| 273                                     | 430-982-125 | MITERED END SECTION, 18" ROUND, CD                         | EA   | 2                 |
| 273                                     | 430-984-625 | MITERED END SECTION, 23"x14" ELLIPTICAL, SD                | EA   | 100               |
| 104, 105                                | 570-1-1     | PERFORMANCE TURF                                           | SY   | 33,414            |
| 105, 281                                | 570-1-2     | PERFORMANCE TURF, SOD                                      | SY   | 6,907             |
| 17346                                   | 710-11-210  | CENTER STRIPE (4" YELLOW) SOLID (MUTCD PART III)           | NM   | .033              |
| 17346                                   | 710-11-211  | CENTER STRIPE (6" YELLOW) SOLID (MUTCD PART III)           | NM   | 2.999             |
| 17346                                   | 710-11-231  | CENTER STRIPE (6" YELLOW) SKIP (MUTCD PART III)            | GM   | 0.262             |
| 17346                                   | 710-11-111  | EDGE STRIPE (6" WHITE) SOLID (MUTCD PART III)              | NM   | 3.316             |
| 17346                                   | 711-11-125  | STOP BAR (24" WHITE THERMOPLASTIC) (MUTCD PART III)        | LF   | 107               |
| 17346                                   | 710-90      | PAINTED PAVEMENT MARKINGS (FINAL SURFACE 2 APPLICATIONS)   | LS   | 1                 |
| 515, 516                                | 334-1-11    | SIDE STREETS/TURNOUTS - ASPHALT SURFACE COURSE-2.00 IN/SY  | TN   | 41.9              |
| 513                                     | 285-704     | OPTIONAL BASE GROUP 4                                      | SY   | 385.3             |
| 515, 516                                | 160-4       | SIDE STREETS - TYPE B STABILIZED SUBGRADE (LBR 40)         | SY   | 389.7             |
| 515, 516                                | 286-1       | TURNOUTS (BASE)                                            | SY   | 538               |
|                                         |             |                                                            |      |                   |
|                                         |             |                                                            |      |                   |
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NOTES FOR ITEMS:

- 102-1

MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MUTCD. INCLUDES THE COST OF ALL ITEMS WHICH ARE REQUIRED FOR TRAFFIC CONTROL AND ARE NOT SPECIFICALLY INCLUDED IN THE ROADWAY SUMMARY PAY ITEMS. ALL REFERENCES TO TRAFFIC CONTROL SHOULD BE TO THE WORK ZONE TRAFFIC CONTROL, PART SIX, TEMPORARY TRAFFIC CONTROL, LATEST EDITION.  
  
THIS ITEM IS TO INCLUDE THE COST OF TEMPORARY STRIPING TO BE APPLIED AT THE END OF EACH STRUCTURAL COURSE AND SURFACE COURSE. STRIPING TAPE NOT PERMITTED.
- 120-6

MAINTAIN A SHOULDER SLOPE OF 0.06 FT/FT MAXIMUM FROM THE EDGE OF THE ASPHALT PAVEMENT OUT TO THE SHOULDER POINT AS SPECIFIED IN THE SCOPE OF WORK. AREAS WITH EXCESS MATERIAL MAY BE USED AS BALANCE MATERIAL IN DEFICIENT AREAS OR STOCKPILED IN AN AREA APPROVED BY THE COUNTY ENGINEERING DIVISION OR AUTHORIZED REPRESENTATIVE FOR LATER REMOVAL BY THE CONTRACTOR. THE CONTRACTOR IS REQUIRED TO FURNISH ANY BORROW MATERIAL REQUIRED TO COMPLETE THIS ITEM AND IS TO BE INCLUDED IN THIS PAY ITEM.
- 334-1-1X

NO INCREASE IN ASPHALT PRICES WILL BE ALLOWED FOR BITUMINOUS OR DIESEL PRICE FLUCTUATIONS OR FOR VARIANCES OF LIQUID ASPHALT CONTENT IN JOB MIX FORMULA. THIS ALSO APPLIES TO RELATED ITEMS.
- 570-1-X

FERTILIZER: BASED ON 1ST APPLICATION @ 265 LB/ACRE AND 2ND APPLICATION @ 135 LB/ACRE OF 16-4-8.
- 570-1-X

WATER: BASED ON 2 APPLICATIONS. ALL AREAS THAT ARE SODDED SHALL BE THOROUGHLY SOAKED WITH WATER PRIOR TO AND AFTER THE SOD INSTALLATION.
- 570-1-2

INCLUDES COST OF PEGGING SOD ON STEEP SLOPES PER PLAN REQUIREMENTS. ALSO INCLUDES MATCHING OF PRIVATE OWNER TYPES OF SOD EXISTING PRIOR TO CONSTRUCTION, IF DESIRED BY OWNER AND/OR APPROVED BY THE COUNTY ENGINEERING DEPARTMENT OR AUTHORIZED REPRESENTATIVE.  
  
THIS ITEM MAY BE REDUCED OR INCREASED BASED ON FIELD CONDITIONS BY THE COUNTY ENGINEERING DEPARTMENT OR AUTHORIZED REPRESENTATIVE.

NOT  
FOR  
CONSTRUCTION

PROJECT NO.  
2009-004-ENG

PROJECT NAME  
PAUL POPPELL RD

DESIGNED BY  
KRD

DRAWN BY  
BOB

CHECKED BY  
BOB

APPROVED BY  
BOCC

SHEET NO.  
5

SUMMARY OF QUANTITIES

DATE  
5/29/12

SCALE  
NTS

SHEET 5 OF 131

TAYLOR COUNTY ENGINEERING DIVISION

BOARD OF COUNTY COMMISSIONERS

201 E. GREEN STREET PERRY, FL 32347  
PH: (850) 838-3500 FAX: (850) 838-3501  
E-MAIL: county.engineer@taylorcountygov.com



SEAL  
KENNETH K. DUDLEY

58014

REVISION

FILE NAME  
C:\QTO.DWG

PLOT DATE  
5/31/2012 2:38 PM



[illegible]

| ITEM | STATION  | NAME             | SY    |   | SIDE | DESCRIPTION |
|------|----------|------------------|-------|---|------|-------------|
|      |          |                  | P     | F |      |             |
| 1    | 20+68.70 | WELLS DRIVE      | 106.3 |   | RT   | ---         |
| 2    | 30+53.90 | WHIPPOORWILL WAY | 102.9 |   | LT   | ---         |
| 3    | 39+95    | ARROWHEAD LANE   | 102.9 |   | LT   | ---         |
| 4    |          |                  |       |   |      |             |
| 5    |          |                  |       |   |      |             |
| 6    |          |                  |       |   |      |             |
| 7    |          |                  |       |   |      |             |
| 8    |          |                  |       |   |      |             |
| 9    |          |                  |       |   |      |             |
| 10   |          |                  |       |   |      |             |
| 11   |          |                  |       |   |      |             |
| 12   |          |                  |       |   |      |             |
| 13   |          |                  |       |   |      |             |
| 14   |          |                  |       |   |      |             |
| 15   |          |                  |       |   |      |             |
| 16   |          |                  |       |   |      |             |
| 17   |          |                  |       |   |      |             |
| 18   |          |                  |       |   |      |             |



The diagram illustrates a road cross-section with the following components and labels:

- MATCH PROPOSED GRADES**: Indicated by a line with arrows pointing to the transition between the proposed and existing grades.
- GRADED OR PAVED AREA**: The area on the right side of the match line.
- EXISTING GRADE**: The current ground surface on the right.
- SEE INDEX NO. 515 & 516 FOR ADDITIONAL DETAILS**: A note pointing to the match line.
- 1.5" SP**: A label for a specific layer or material.
- OBG 1**: A label for a specific layer or material.
- 4'**: Multiple dimension lines indicating a width of 4 feet for various sections.
- CL OF DRIVE**: A vertical line representing the centerline of the drive.
- R/W**: Right of Way lines on both sides.
- SIZE AS SHOWN OR MATCH EXISTING (18' MIN)**: A label for the width of the proposed area.
- NEW EDGE OF PAVEMENT**: The outer edge of the new pavement.
- EXISTING EDGE OF ROAD**: The outer edge of the existing road.
- CENTERLINE OF ROADWAY CONSTRUCTION**: A horizontal line at the bottom.
- EXISTING EDGE OF ROAD**: A horizontal line above the centerline.
- NEW EDGE OF PAVEMENT**: A horizontal line below the centerline.

**NOT FOR CONSTRUCTION**

## NTS



ALL SIGNS, CULVERTS AND SIGNAGE TO BE INSTALLED AS SHOWN.

| STATION  | SIDE | WIDTH |   |  | STATION  | SIDE | WIDTH |   |  | STATION  | SIDE | WIDTH |   |
|----------|------|-------|---|--|----------|------|-------|---|--|----------|------|-------|---|
|          |      | P     | F |  |          |      | P     | F |  |          |      | P     | F |
| 11+47    | RT   | 18'   |   |  | 44+32    | RT   | 18'   |   |  | 90+55.59 | LT   | 18'   |   |
| 12+20    | RT   | 18'   |   |  | 45+35    | LT   | 18'   |   |  | 91+04    | RT   | 18'   |   |
| 12+82.15 | LT   | 18'   |   |  | 51+87    | LT   | 18'   |   |  | 91+09    | LT   | 18'   |   |
| 14+88    | RT   | 18'   |   |  | 53+78    | LT   | 18'   |   |  | 92+74    | LT   | 18'   |   |
| 17+16.64 | LT   | 18'   |   |  | 54+02.20 | RT   | 18'   |   |  | 93+42    | RT   | 18'   |   |
| 18+37    | RT   | 18'   |   |  | 56+30.23 | RT   | 18'   |   |  | 94+32    | LT   | 18'   |   |
| 18+40    | LT   | 18'   |   |  | 61+99.33 | LT   | 18'   |   |  | 94+54    | RT   | 18'   |   |
| 19+12    | LT   | 18'   |   |  | 66+95.30 | LT   | 18'   |   |  | 96+31    | LT   | 18'   |   |
| 21+54    | LT   | 18'   |   |  | 66+98.20 | RT   | 18'   |   |  |          |      |       |   |
| 22+25    | LT   | 18'   |   |  | 71+75.36 | RT   | 52'   |   |  |          |      |       |   |
| 23+91    | LT   | 18'   |   |  | 75+08    | RT   | 18'   |   |  |          |      |       |   |
| 25+01    | LT   | 18'   |   |  | 79+21.06 | LT   | 18'   |   |  |          |      |       |   |
| 25+87    | LT   | 18'   |   |  | 82+16    | LT   | 18'   |   |  |          |      |       |   |
| 26+32    | LT   | 18'   |   |  | 83+89.65 | LT   | 52'   |   |  |          |      |       |   |
| 26+80    | RT   | 18'   |   |  | 84+50    | RT   | 18'   |   |  |          |      |       |   |
| 27+32    | LT   | 18'   |   |  | 85+55    | LT   | 18'   |   |  |          |      |       |   |
| 31+38    | RT   | 18'   |   |  | 86+94    | RT   | 18'   |   |  |          |      |       |   |
| 35+61    | LT   | 18'   |   |  | 87+14.50 | LT   | 18'   |   |  |          |      |       |   |
| 36+22    | RT   | 18'   |   |  | 87+90    | LT   | 28'   |   |  |          |      |       |   |
| 37+95    | RT   | 18'   |   |  | 88+14    | RT   | 18'   |   |  |          |      |       |   |
| 41+07    | LT   | 18'   |   |  | 88+99    | RT   | 18'   |   |  |          |      |       |   |

|           |                   |                                                                                                                                                                                                                                                                                                                                              |                                                                                                                 |                       |              |
|-----------|-------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|-----------------------|--------------|
| DATE      | REVISION          | SEAL<br>KENNETH R. DUDLEY<br><br><br><b>TAYLOR COUNTY ENGINEERING DIVISION</b><br><b>BOARD OF COUNTY COMMISSIONERS</b><br>201 E. GREEN STREET PERRY, FL. 32347<br>PH: (850) 838-3500 FAX: (850) 838-3501<br>E-MAIL: county.engineer@taylorcountygov.com | DESIGNED BY                                                                                                     | PROJECT NAME          | PROJECT NO.  |
|           |                   |                                                                                                                                                                                                                                                                                                                                              | KRD                                                                                                             | PAUL POPPELL RD       | 2009-004-ENG |
|           |                   |                                                                                                                                                                                                                                                                                                                                              | DRAWN BY                                                                                                        | SHEET TITLE           | SHEET NO.    |
|           |                   |                                                                                                                                                                                                                                                                                                                                              | BOB                                                                                                             | SUMMARY OF QUANTITIES | 6            |
|           |                   |                                                                                                                                                                                                                                                                                                                                              | CHECKED BY                                                                                                      | DATE                  | SCALE        |
|           |                   | BOB                                                                                                                                                                                                                                                                                                                                          | 5/29/12                                                                                                         | NTS                   |              |
|           |                   | APPROVED BY                                                                                                                                                                                                                                                                                                                                  | 0  1"<br><b>VERIFY SCALE</b> |                       |              |
| FILE NAME | PLOT DATE         | 58014                                                                                                                                                                                                                                                                                                                                        |                                                                                                                 |                       |              |
| C&QTO.DWG | 5/31/2012 2:38 PM |                                                                                                                                                                                                                                                                                                                                              |                                                                                                                 |                       |              |



| SUMMARY OF SIDE DRAIN & MITERED END SECTIONS |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
|----------------------------------------------|----------|------|---------|------------------|----------|-----|----------|-----|----------|-----|----------|-----|----------|---------|---------------------|---------------------------------|
| QUANTITY                                     | STATION  | SIDE | BARRELS | PIPE LENGTH (LF) |          |     |          |     |          |     |          |     |          |         | PERF. TURF SOD (SY) | REMARKS                         |
|                                              |          |      |         | 18"              | MES (EA) | 24" | MES (EA) | 30" | MES (EA) | 36" | MES (EA) | 48" | MES (EA) | 23"X14" | MES (EA)            |                                 |
| P                                            | 11+33.03 | RT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
| P                                            | 12+06.03 | RT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
| P                                            | 12+62.99 | LT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 1                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     | 1--MES AND 1--STRAIGHT END WALL |
| P                                            | 14+74    | RT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
| P                                            | 17+04.29 | LT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
| P                                            | 18+23    | RT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
| P                                            | 18+26    | LT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
| P                                            | 18+98    | LT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
| P                                            | 21+40    | LT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
| P                                            | 22+11    | LT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
| P                                            | 23+77    | LT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
| P                                            | 24+87    | LT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
| P                                            | 25+73    | LT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
| P                                            | 26+19    | LT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
| P                                            | 26+66    | RT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
| P                                            | 27+18    | LT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
| P                                            | 31+24    | RT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
| P                                            | 35+47    | LT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
| P                                            | 36+08    | RT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
| P                                            | 37+81    | RT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
| P                                            | 40+93    | LT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
| P                                            | 44+18    | RT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
| P                                            | 45+21    | LT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
| P                                            | 51+73    | LT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
| P                                            | 53+64.30 | LT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
| P                                            | 53+87.94 | RT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |
| P                                            | 56+15.67 | RT   | 1       |                  |          |     |          |     |          |     |          |     |          | 28.0    | 2                   | 18                              |
| F                                            |          |      |         |                  |          |     |          |     |          |     |          |     |          |         |                     |                                 |

NOT  
FOR  
CONSTRUCTION

GOVERNING SPECIFICATIONS:

1.

CULVERTS: FDOT INDEX 272 AND 273  
FDOT INDEX 280  
FDOT INDEX 281

- MITERED END SECTIONS  
- MISCELLANEOUS DRAINAGE DETAILS  
- DITCH PAVEMENT AND SODDING
2.

ALL ABOVE ITEMS TO INCLUDE NECESSARY EROSION/SEDIMENTATION CONTROL, PERFORMANCE TURF AND ANY REQUIRED BORROW OR FILL MATERIAL TO PROPERLY SHAPE SLOPES.
3.

ALL TRENCHES SHALL BE BACKFILLED BY THE END OF THE WORK DAY. NO OPEN TRENCHES WILL BE PERMITTED AFTER WORK ENDS FOR THE DAY.

PROJECT NO.  
2009-004-ENG

PROJECT NAME  
PAUL POPPELL RD

SHEET NO.  
7

DESIGNED BY  
KRD

DRAWN BY  
BOB


CHECKED BY  
BOB

APPROVED BY  
BOCC

TAYLOR COUNTY ENGINEERING DIVISION

BOARD OF COUNTY COMMISSIONERS

201 E. GREEN STREET PERRY, FL. 32347  
PH: (850) 838-3500 FAX: (850) 838-3501  
E-MAIL: county.engineer@taylorcountygov.com



SEAL  
KENNETH R. DUDLEY

58014

DATE

REVISION

FILE NAME  
C:\QTO.DWG

PLOT DATE  
5/31/2012 2:39 PM

SCALE  
NTS

DATE  
5/29/12







[illegible]


GOVERNING SPECIFICATIONS:

1. CULVERTS: FDOT INDEX 250 - STRAIGHT CONCRETE ENDWALLS  
FDOT INDEX 272 AND 273 - MITERED END SECTIONS  
FDOT INDEX 280 - MISCELLANEOUS DRAINAGE DETAILS  
FDOT INDEX 281 - DITCH PAVEMENT AND SODDING  
FDOT INDEX 290 - CONCRETE BOX CULVERT
2. GUARDRAIL COMPONENTS: FDOT INDEX 400 - GUARDRAIL  
FDOT INDEX 400 - GUARDRAIL ANCHORAGE  
AND CONTINUOUS BARRIER FOR EXISTING BRIDGES
3. SIGNAGE: FDOT INDEX 17357 - BRIDGE WEIGHT RESTRICTIONS  
FDOT INDEX 17359 - RURAL NARROW BRIDGE TREATMENT

NOTES: ALL ABOVE ITEMS TO INCLUDE NECESSARY EROSION/SEDIMENTATION CONTROL, PERFORMANCE TURF AND ANY REQUIRED BORROW OR FILL MATERIAL TO PROPERLY SHAPE SLOPES.

UNDAMAGED GUARDRAIL ITEMS SHALL BE SALVAGED TO THE COUNTY AND DELIVERED TO THE PUBLIC WORKS DIVISION FACILITY ON US 27.

ALL TRENCHES SHALL BE BACKFILLED BY THE END OF THE WORK DAY. NO OPEN TRENCHES OR STOCKPILES WITHIN THE CLEARZONE WILL BE PERMITTED AFTER WORK ENDS FOR THE DAY.

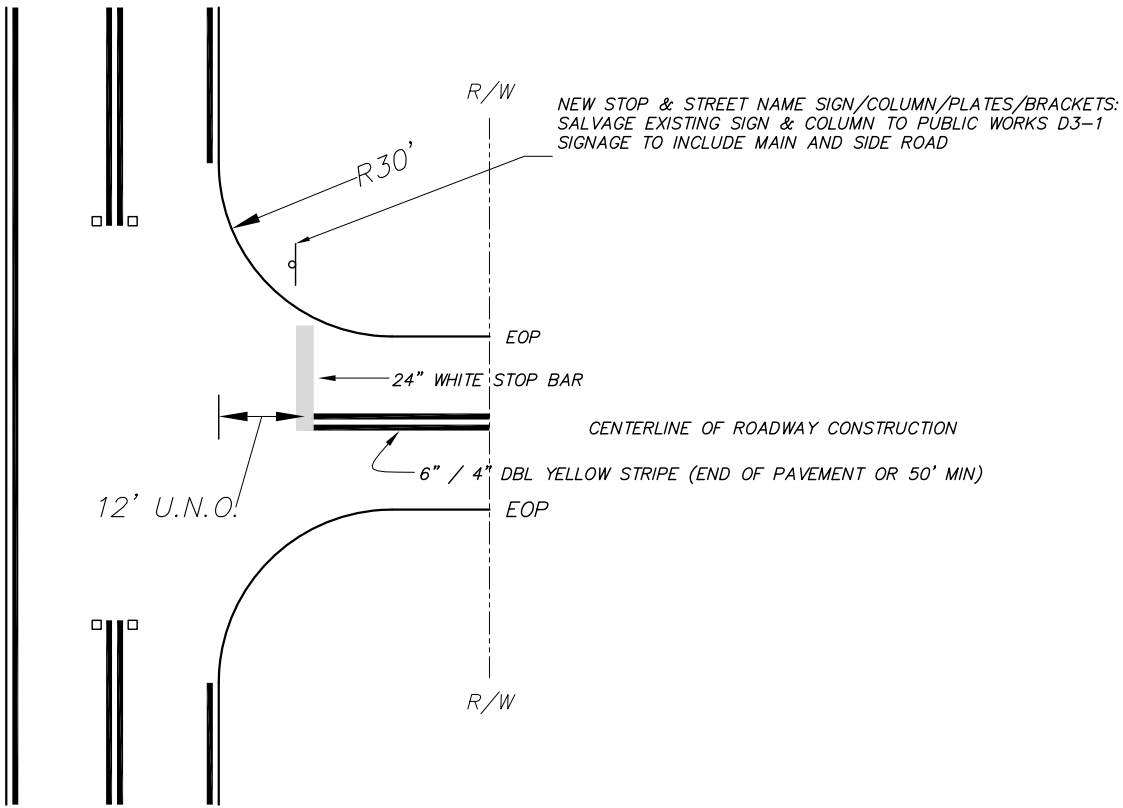
|            |                   |                           |                                                                                                                                                                                                                                                                                                             |             |                       |       |              |
|------------|-------------------|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------------|-------|--------------|
| DATE       | REVISION          | SEAL<br>KENNETH K. DUDLEY | <br><b>TAYLOR COUNTY ENGINEERING DIVISION</b><br><b>BOARD OF COUNTY COMMISSIONERS</b><br>201 E. GREEN STREET PERRY, FL. 32347<br>PH: (850) 838-3500 FAX: (850) 838-3501<br>E-MAIL: county.engineer@taylorcountygov.com | DESIGNED BY | PROJECT NAME          |       | PROJECT NO.  |
|            |                   |                           |                                                                                                                                                                                                                                                                                                             | KRD         | PAUL POPPELL RD       |       | 2009-004-ENG |
|            |                   |                           |                                                                                                                                                                                                                                                                                                             | DRAWN BY    | SHEET TITLE           |       | SHEET NO.    |
|            |                   |                           |                                                                                                                                                                                                                                                                                                             | CHECKED BY  | SUMMARY OF QUANTITIES |       | 9            |
|            |                   |                           |                                                                                                                                                                                                                                                                                                             | BOB         | DATE                  | SCALE |              |
| FILE NAME  | PLOT DATE         |                           | 5/29/12                                                                                                                                                                                                                                                                                                     | NTS         |                       |       |              |
| C:\QTO.DWG | 5/31/2012 2:40 PM | 58014                     | 0 1" <b>VERIFY SCALE</b>                                                                                                                                                                                                                                                                                    |             | SHEET 9 OF 131        |       |              |





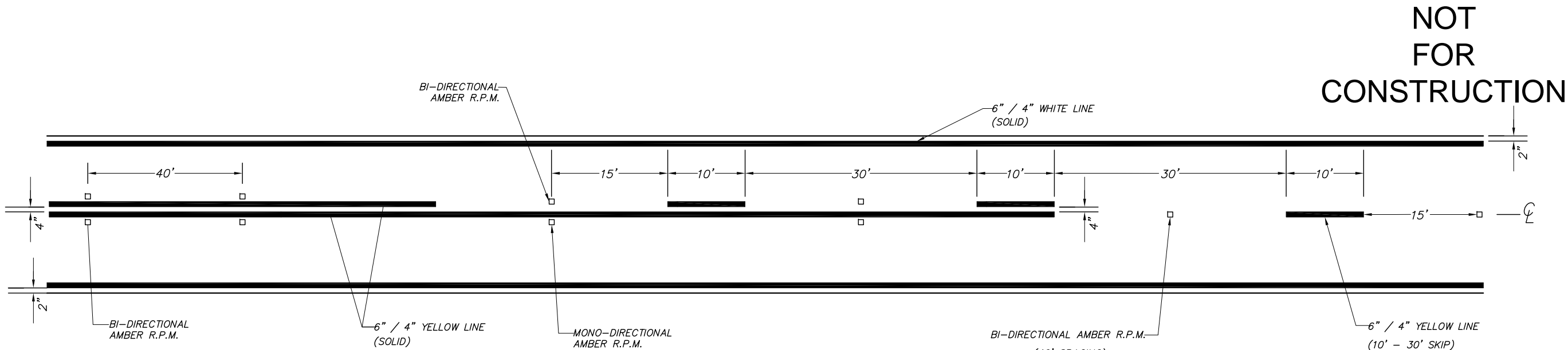


| NO PASSING ZONE CHART |             |       |             |       |
|-----------------------|-------------|-------|-------------|-------|
| NO PASSING ZONE NO.   | NORTH BOUND |       | SOUTH BOUND |       |
|                       | FROM        | TO    | FROM        | TO    |
| 1                     | 10+29       | 20+49 |             |       |
| 2                     | 20+89       | 30+34 |             |       |
| 3                     | 30+34       | 30+74 |             |       |
| 4                     | 39+55       | 39+95 |             |       |
| 5                     | 39+95       | 97+60 |             |       |
| 6                     |             |       | 97+60       | 52+94 |
| 7                     |             |       | 44+95       | 39+95 |
| 8                     |             |       | 39+55       | 30+74 |
| 9                     |             |       | 30+34       | 20+89 |
| 10                    |             |       | 14+59       | 10+29 |
| 11                    |             |       |             |       |
| 12                    |             |       |             |       |
| 13                    |             |       |             |       |
| 14                    |             |       |             |       |
| 15                    |             |       |             |       |



SIDE ROAD SIGNAGE/MARKING DETAIL

NTS



STANDARD STRIPING DETAIL

NTS

NOTE:

WHITE EDGE STRIPE AND R.P.M. ARE INCLUDED IN THIS PROJECT FROM STA 10+29 TO STA 97+60.

PROJECT NO. 2009-004-ENG

PROJECT NAME PAUL POPPELL RD

DESIGNED BY KRD

DATE

FILE NAME C:\QTO.DWG

SHEET NO. S-2

STRIPING PLAN

CHECKED BY BOB

PLOT DATE 5/3/2012 2:40 PM

DATE 5/29/12

SCALE NTS

APPROVED BY BOCC

58014

TAYLOR COUNTY ENGINEERING DIVISION

BOARD OF COUNTY COMMISSIONERS

201 E. GREEN STREET PERRY, FL. 32347

PH: (850) 838-3500 FAX: (850) 838-3501

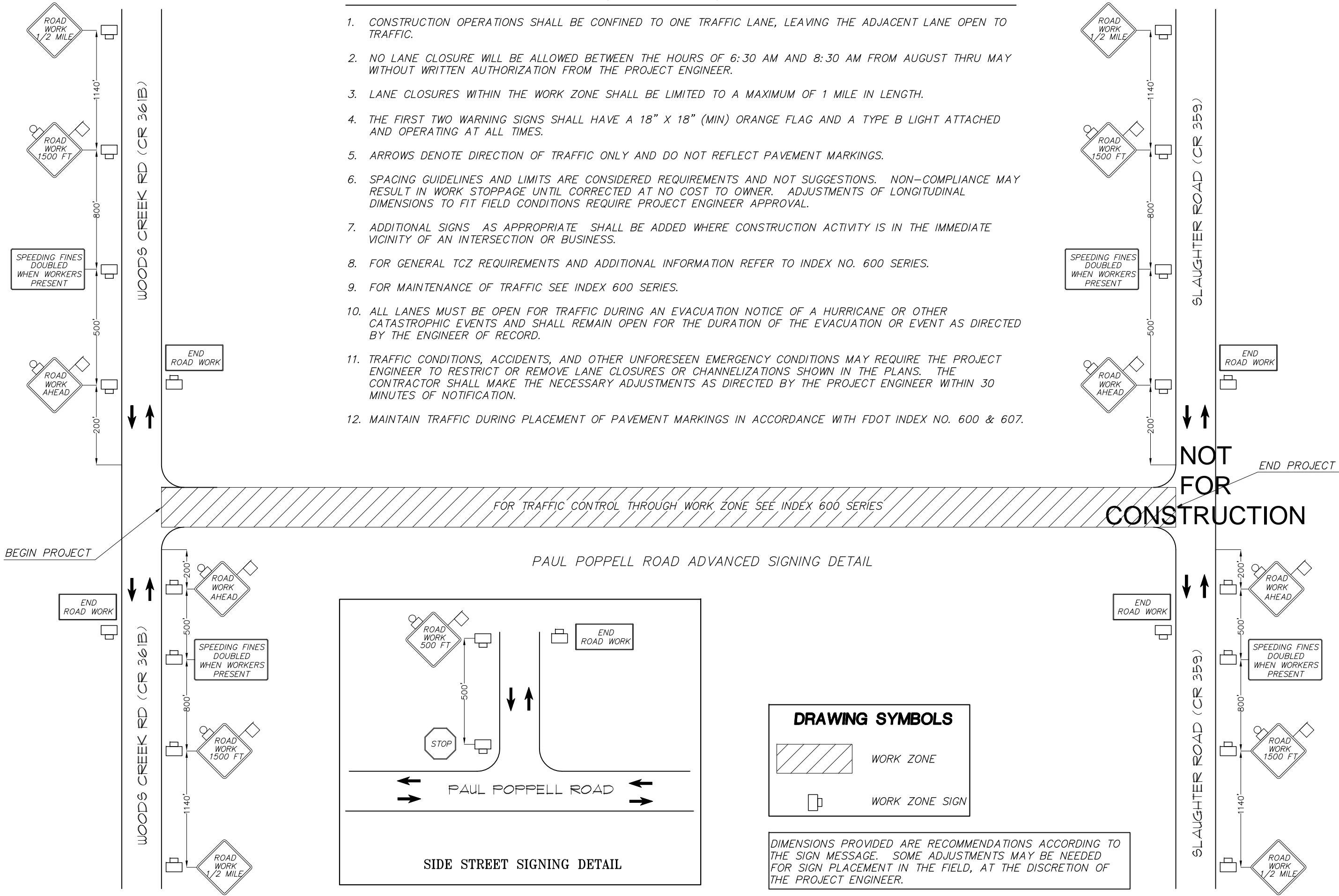
E-MAIL: county.engineer@taylorcountygov.com

58014

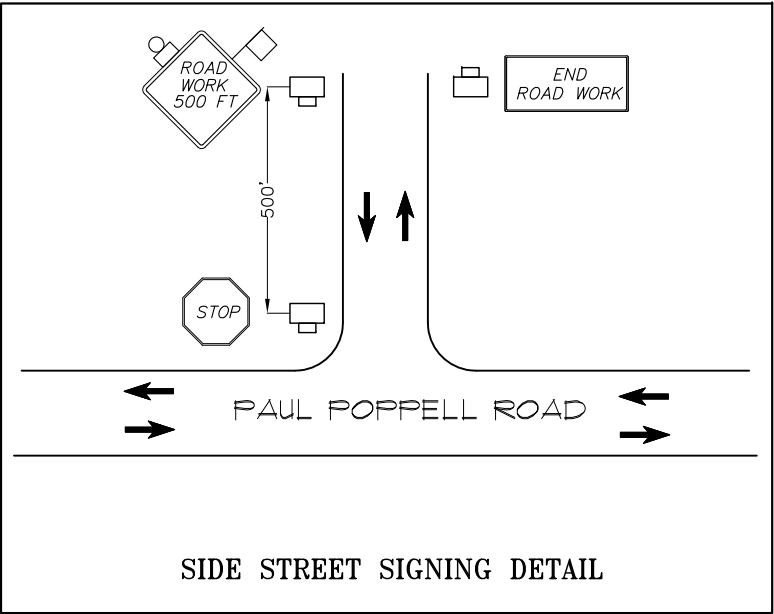


GENERAL NOTES

1. CONSTRUCTION OPERATIONS SHALL BE CONFINED TO ONE TRAFFIC LANE, LEAVING THE ADJACENT LANE OPEN TO TRAFFIC.
2. NO LANE CLOSURE WILL BE ALLOWED BETWEEN THE HOURS OF 6:30 AM AND 8:30 AM FROM AUGUST THRU MAY WITHOUT WRITTEN AUTHORIZATION FROM THE PROJECT ENGINEER.
3. LANE CLOSURES WITHIN THE WORK ZONE SHALL BE LIMITED TO A MAXIMUM OF 1 MILE IN LENGTH.
4. THE FIRST TWO WARNING SIGNS SHALL HAVE A 18" X 18" (MIN) ORANGE FLAG AND A TYPE B LIGHT ATTACHED AND OPERATING AT ALL TIMES.
5. ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS.
6. SPACING GUIDELINES AND LIMITS ARE CONSIDERED REQUIREMENTS AND NOT SUGGESTIONS. NON-COMPLIANCE MAY RESULT IN WORK STOPPAGE UNTIL CORRECTED AT NO COST TO OWNER. ADJUSTMENTS OF LONGITUDINAL DIMENSIONS TO FIT FIELD CONDITIONS REQUIRE PROJECT ENGINEER APPROVAL.
7. ADDITIONAL SIGNS AS APPROPRIATE SHALL BE ADDED WHERE CONSTRUCTION ACTIVITY IS IN THE IMMEDIATE VICINITY OF AN INTERSECTION OR BUSINESS.
8. FOR GENERAL TCZ REQUIREMENTS AND ADDITIONAL INFORMATION REFER TO INDEX NO. 600 SERIES.
9. FOR MAINTENANCE OF TRAFFIC SEE INDEX 600 SERIES.
10. ALL LANES MUST BE OPEN FOR TRAFFIC DURING AN EVACUATION NOTICE OF A HURRICANE OR OTHER CATASTROPHIC EVENTS AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT AS DIRECTED BY THE ENGINEER OF RECORD.
11. TRAFFIC CONDITIONS, ACCIDENTS, AND OTHER UNFORESEEN EMERGENCY CONDITIONS MAY REQUIRE THE PROJECT ENGINEER TO RESTRICT OR REMOVE LANE CLOSURES OR CHANNELIZATIONS SHOWN IN THE PLANS. THE CONTRACTOR SHALL MAKE THE NECESSARY ADJUSTMENTS AS DIRECTED BY THE PROJECT ENGINEER WITHIN 30 MINUTES OF NOTIFICATION.
12. MAINTAIN TRAFFIC DURING PLACEMENT OF PAVEMENT MARKINGS IN ACCORDANCE WITH FDOT INDEX NO. 600 & 607.



PAUL POPPELL ROAD ADVANCED SIGNING DETAIL



DRAWING SYMBOLS

WORK ZONE

WORK ZONE SIGN

DIMENSIONS PROVIDED ARE RECOMMENDATIONS ACCORDING TO THE SIGN MESSAGE. SOME ADJUSTMENTS MAY BE NEEDED FOR SIGN PLACEMENT IN THE FIELD, AT THE DISCRETION OF THE PROJECT ENGINEER.

|                         |                                |                           |                                                                                                                                                                                                                                                                                                                                                                   |                     |                                 |                             |      |
|-------------------------|--------------------------------|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------|-----------------------------|------|
| DATE                    | REVISION                       | SEAL<br>KENNETH R. DUDLEY | <div><div>TAYLOR COUNTY ENGINEERING DIVISION</div><div>BOARD OF COUNTY COMMISSIONERS</div><div><div></div><div>201 E. GREEN STREET PERRY, FL. 32347</div><div>PH: (850) 838-3500 FAX: (850) 838-3501</div><div>E-MAIL: county.engineer@taylorcountygov.com</div></div></div> | DESIGNED BY<br>KRD  | PROJECT NAME<br>PAUL POPPELL RD | PROJECT NO.<br>2009-004-ENG |      |
|                         |                                |                           |                                                                                                                                                                                                                                                                                                                                                                   | DRAWN BY<br>BOB     | SHEET TITLE<br>TRAFFIC CONTROL  |                             | TC-1 |
|                         |                                |                           |                                                                                                                                                                                                                                                                                                                                                                   | CHECKED BY<br>BOB   | DATE<br>5/29/12                 | SCALE<br>NTS                |      |
|                         |                                |                           |                                                                                                                                                                                                                                                                                                                                                                   | APPROVED BY<br>BOCC |                                 |                             |      |
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| FILE NAME<br>C:\QTO.DWG | PLOT DATE<br>5/31/2012 2:42 PM | 58014                     | <div><div>0</div><div>1"</div><div>VERIFY SCALE</div></div>                                                                                                                                                                                                                                                                                                       |                     |                                 |                             |      |
| SHEET 130 OF 131        |                                |                           |                                                                                                                                                                                                                                                                                                                                                                   |                     |                                 |                             |      |



THE FOLLOWING NARRATIVE OF THE STORM WATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE FDOT SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE DESIGN STANDARDS AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. THE FIRST SHEET OF THE CONSTRUCTION PLANS (KEY SHEET) CONTAINS AN INDEX TO THE OTHER SHEETS.

- THE COMPLETE STORMWATER POLLUTION PREVENTION PLAN INCLUDES SEVERAL ITEMS:
- \* THIS NARRATIVE DESCRIPTION,
  - \* THE DOCUMENTS REFERENCED BY THIS NARRATIVE,
  - \* THE CONTRACTOR'S APPROVED EROSION AND SEDIMENT CONTROL PLAN AS REQUIRED BY SPECIFICATION SECTION 104,
  - \* REPORTS OF INSPECTIONS MADE DURING CONSTRUCTION.

1.0 SITE DESCRIPTION:

- 1.a THE PROJECT CONSISTS OF IMPROVING AN EXISTING LIMEROCK ROADWAY, SIGNAGE AND DRAINAGE IMPROVEMENTS.

- 1.b. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION ACTIVITIES. THE FOLLOWING IS A LIST OF SOIL DISTURBANCE ACTIVITIES FOR THIS RESURFACING PROJECT:

1. EARTH WORK ASSOCIATED WITH ROADWAY CONSTRUCTION, SHOULDERS AND SWALES.  
ADDING MITERED END SECTIONS TO SIDE/CROSS DRAIN PIPE CULVERTS

- 1.a. AREA ESTIMATES:

TOTAL SITE AREA: 16.1 +/- ACRES  
TOTAL AREA TO BE DISTURBED: 8.9 +/- ACRES

- 1.b. RUNOFF DATA:

RUNOFF COEFFICIENTS:

BEFORE: C(b) = 0.39  
AFTER: C(a) = 0.43  
DURING: VARIES FROM 0.39 TO 0.43

IN THE POST-DEVELOPMENT CONDITION, MOST OF THE RUNOFF DRAINS INTO EITHER THE DITCH OR LOW-LYING AREAS ADJACENT TO THE PROJECT. SOME OF THE RUNOFF WILL INFILTRATE THE GROUNDWATER BY PERCOLATION AND THE REMAINING WILL BE TRANSPORTED BY THE ROADSIDE DITCHES TO THE NEARBY OUTFALLS.

- 1.a. SITE MAP:

THE CONSTRUCTION PLANS ARE BEING USED AS THE SITE MAPS. THE LOCATION OF THE REQUIRED INFORMATION IS DESCRIBED BELOW:

- \*APPROXIMATE SLOPES: THE SLOPES OF THE SITE CAN BE SEEN IN THE TYPICAL SECTION AND THE CROSS SECTION SHEETS.
- \*AREAS OF SOIL DISTURBANCE: THE AREAS TO BE DISTURBED ARE LIMITED TO ROADWAY CONSTRUCTION AND DRAINAGE IMPROVEMENTS.
- \*LOCATION OF TEMPORARY CONTROLS: CONTROLS ARE REQUIRED AT ALL LOW-LYING AREAS AND AREAS ADJACENT TO WETLANDS.
- \*RECEIVING WATERS: SOME OF THE RUNOFF FROM THE PROJECT AREA DRAINS INTO LOW-LYING AREAS ADJACENT TO THE PROJECT, WHICH WILL INFILTRATE INTO THE GROUNDWATER TABLE BY PERCOLATION. SOME WILL BE CARRIED BY THE ROADSIDE DITCHES TO CREEKS IDENTIFIED IN THE LOCATION MAP.

2.0 CONTROLS:

EROSION AND SEDIMENT CONTROLS:

ALL STRUCTURAL PRACTICES SHALL BE CONSTRUCTED PRIOR TO CONSTRUCTION ACTIVITIES THAT EITHER DIRECTLY OR INDIRECTLY DISTURB STABILIZED AREAS. STABILIZATION PRACTICES SHALL BE PERFORMED AS SOON AS PRACTICAL AT LOCATIONS WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. BUT IN ANY CASE THEY SHALL BE INITIATED WITHIN SEVEN (7) DAYS. THE CONTRACTOR SHALL BACKFILL AND TEMPORARILY STABILIZE WITH SOD WITHIN 48 HOURS OF COMPLETION OF THE CURING PERIOD FOR BOX CULVERTS OR BOX CULVERT EXTENSIONS, AND FOR DRAINAGE STRUCTURE MODIFICATIONS.

- 2.a. MODIFICATION OF THE SPECIFICATIONS ARE PERMISSIBLE IF IN ACCORDANCE WITH CURRENT MANUFACTURERS RECOMMENDATIONS, INDUSTRY STANDARD ON PRE-MANUFACTURED PRODUCTS AND APPROVED BY THE PROJECT ENGINEER. A STAKED SILT FENCE MAY BE SUBSTITUTED FOR HAY BALES IF APPROVED BY THE ENGINEER.

- 2.a.1 STABILIZATION PRACTICES:

THE DISTURBED AREAS OF THE REWORKED SHOULDERS SHALL BE STABILIZED WITH SEEDING AND MULCHING. PERMANENT SODDING AND GRASSING SHALL BE PLACED UNLESS DIRECTED OTHERWISE. SOD THAT IS PLACED ON 3:1 OR GREATER SHALL BE PEGGED.

STRAIGHT END WALLS SHALL BE SODDED IMMEDIATELY AFTER THEY ARE COMPLETED. SODDING SHALL BE PLACED IN ACCORDANCE WITH INDEX NOS. 273 AND 281 AND SPECIFICATION SECTIONS 104 AND 575.

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION.

ALL STABILIZATION PRACTICES SHALL BE INITIATED BY THE CONTRACTOR AS SOON AS PRACTICAL IN AREAS OF THE JOB WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY STOPPED, BUT IN NO CASE SHALL THE DISTURBED AREA BE LEFT UNPROTECTED FOR MORE THAN SEVEN (7) DAYS.

- 2.a.2 STRUCTURAL PRACTICES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING UNLESS OTHERWISE APPROVED BY THE COUNTY ENGINEERING DIVISION TEMPORARILY:

\* SYNTHETIC BALES OR BALE TYPE BARRIERS SHALL BE IN ACCORDANCE WITH THE STANDARD INDEX 102 AND SPECIFICATION SECTION 104.

\* SYNTHETIC BALES OR BALE TYPE BARRIERS DITCH BLOCKS SHALL BE PLACED IMMEDIATELY UPSTREAM (10 FT OR LESS) OF ALL SIDE DRAINS IN DISTURBED AREAS.

\* SYNTHETIC BALES OR BALE TYPE BARRIERS DITCH BLOCKS PARALLEL TO THE ROADWAY ALONG DITCHES, AS SHOWN IN THE PLANS OR AS REQUIRED BY THE SPECIFICATIONS, SHALL BE SUPPLEMENTED WITH ADDITIONAL BALES IF ADDITIONAL SEASONAL WET AREAS HAVE BEEN ENCOUNTERED DURING CONSTRUCTION.

\* SYNTHETIC BALES OR SILT FENCE SHALL BE PLACED ALONG ALL ROADSIDE DITCHES IN DISTURBED AREAS AS SHOWN ON CHART 1, DESIGN STANDARD 102.

\* SILT FENCE IN ACCORDANCE WITH DESIGN STANDARD 102 AND SECTION 104, SPECIFICATIONS.

\* PERMANENT: SOD, SEED AND MULCH

2.b STORMWATER MANAGEMENT:  
EXISTING ROADSIDE DITCHES WILL BE UTILIZED TO CONVEY RUNOFF TO EXISTING OUTFALLS. TYPE III SILT FENCE SHALL BE USED AT CROSS DRAINS.

- 2.c OTHER CONTROLS:

- 2.c.1 WASTE DISPOSAL:

ALL WASTE GENERATED ON THE PROJECT SHALL BE DISPOSED OF BY THE CONTRACTOR IN AREAS PROVIDED BY HIM. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING:

\* NO CONSTRUCTION WASTE WILL BE BURIED ON SITE AND MUST BE DISPOSED OF LEGALLY.

\* PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT LIMITS DURING CONSTRUCTION ACTIVITIES.

\* DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.

- 2.c.2 OFFSITE VEHICLE TRACKING AND DUST CONTROL:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS FOR MINIMIZING THE OFFSITE VEHICLE TRACKING OF SEDIMENTS, AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE COUNTY ENGINEERING DIVISION:

\* HAUL ROADS DAMPENED FOR DUST CONTROL.

\* COVERING LOADED HAUL TRUCKS WITH TARPAULINS.

\* REMOVING EXCESS DIRT FROM ROADS DAILY.

\* STABILIZING CONSTRUCTION ENTRANCES ACCORDING TO DESIGN STANDARD 106.

\* USING ROADWAY SWEEPERS DURING DUST GENERATING ACTIVITIES SUCH AS MILLING, EXCAVATION, AND RESURFACING OPERATIONS.

- 2.c.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER OR SEPTIC TANK REGULATION:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED PROCEDURE TO COMPLY WITH APPLICABLE STATES AND LOCAL REGULATIONS FOR WASTE DISPOSAL, AND SANITARY SEWER OR SEPTIC SYSTEM.

- 2.c.4 FERTILIZERS AND PESTICIDES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS OF EITHER SECTION 570 OR 577 OF THE SPECIFICATIONS.

- 2.c.5 TOXIC SUBSTANCES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

- 2.c.6 APPROVED STATE AND LOCAL PLANS AND PERMITS:

THIS PROJECT SHALL COMPLY WITH ALL WATER QUALITY STANDARDS.

3.0 MAINTENANCE:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM COMPLY WITH THE FOLLOWING:

\* SILT FENCE: MAINTAIN PER SECTION 104, SPECIFICATIONS. THE CONTRACTOR SHALL REPLACE SILT FENCE ON 12 MONTH INTERVALS IF DETERMINED NECESSARY BY THE ENGINEER.

\* STRAW BALES: REMOVE SEDIMENT WHEN IT REACHES HEIGHT OF BALES OR WHEN WATER PONDS. THE CONTRACTOR SHALL REPLACE STRAW BALES ON 3 MONTH INTERVALS IF DETERMINED NECESSARY BY THE ENGINEER.

\* STAKED TURBIDITY BARRIER: MAINTAIN PER SECTION 104, SPECIFICATIONS.

4.0 INSPECTIONS:

QUALIFIED PERSONNEL SHALL INSPECT THE FOLLOWING ITEMS AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A STORM THAT IS 0.50 INCHES OR GREATER. TO COMPLY, THE CONTRACTOR SHALL INSTALL AND MAINTAIN RAIN GAGES AND RECORD THE DAILY RAINFALL. THE CONTRACTOR SHALL ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN.

\* AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION

\* DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN PERMANENTLY STABILIZED

\* STRUCTURAL CONTROL ITEMS (SILT FENCE, TURBIDITY BARRIER AND STRAW BALES)

\* POINTS OF DISCHARGE TO THE WATER OF THE UNITED STATES

\* LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE

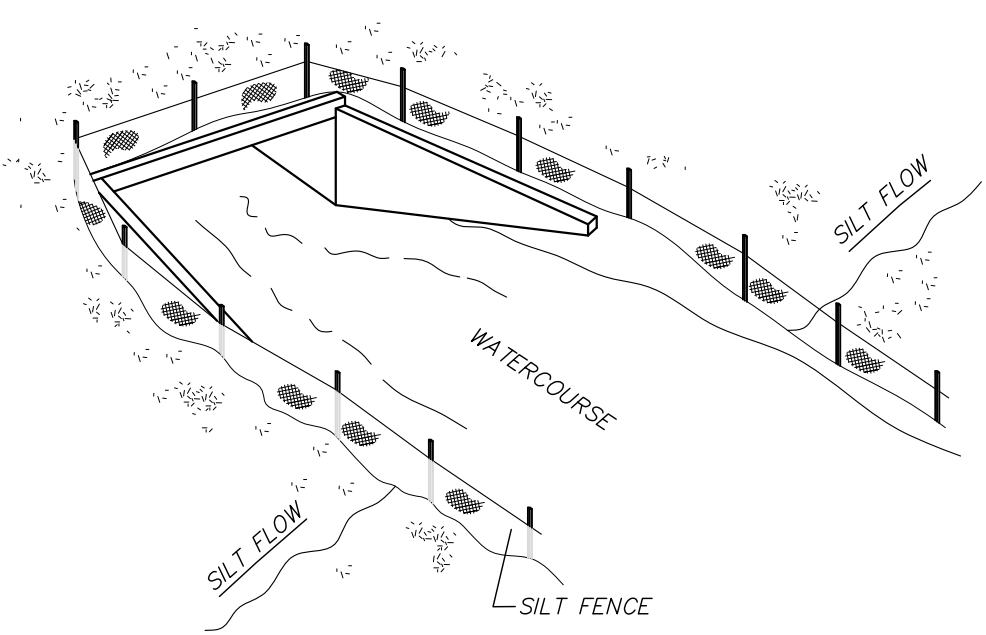
THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.


IF INSPECTION INDICATES THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

5.0 NON-STORMWATER DISCHARGES:

IN THE SECTION 104 EROSION CONTROL PLAN, THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). THE CONTRACTOR SHALL DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES. IF THE CONTRACTOR ENCOUNTERS CONTAMINATED SOIL OR GROUNDWATER, CONTACT TAYLOR COUNTY ENGINEERING DIVISION AT (850) 838-3500 OR TAYLOR COUNTY EMERGENCY MANAGEMENT AT (850) 838-3575.

SILT FENCE APPLICATION AT CROSS DRAIN EXTENSIONS & BRIDGES



|            |  |                   |  |       |                                                                                       |                                                                                                                                                                                                                                         |                                  |   |                     |                                                      |                             |                  |
|------------|--|-------------------|--|-------|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|---|---------------------|------------------------------------------------------|-----------------------------|------------------|
| FILE NAME  |  | PLOT DATE         |  | 58014 |  | <b>TAYLOR COUNTY ENGINEERING DIVISION</b><br><b>BOARD OF COUNTY COMMISSIONERS</b><br><b>201 E. GREEN STREET PERRY, FL. 32347</b><br><b>PH: (850) 838-3500 FAX: (850) 838-3501</b><br><b>E-MAIL: county.engineer@taylorcountygov.com</b> | <b>1"</b><br><b>VERIFY SCALE</b> | 0 | DESIGNED BY<br>KRD  | PROJECT NAME<br>PAUL POPPELL RD                      | PROJECT NO.<br>2009-004-ENG |                  |
| DATE       |  | REVISION          |  |       |                                                                                       |                                                                                                                                                                                                                                         |                                  |   |                     |                                                      |                             |                  |
| DATE       |  | REVISION          |  |       |                                                                                       |                                                                                                                                                                                                                                         |                                  |   |                     |                                                      |                             |                  |
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| DATE       |  | REVISION          |  |       |                                                                                       |                                                                                                                                                                                                                                         |                                  |   |                     |                                                      |                             |                  |
| C:\QTO.DWG |  | 5/31/2012 2:42 PM |  |       |                                                                                       |                                                                                                                                                                                                                                         |                                  |   | DRAWN BY<br>BOB     | SHEET TITLE<br>STORM WATER POLLUTION PREVENTION PLAN | SHEET NO.<br>SW-1           |                  |
|            |  |                   |  |       |                                                                                       |                                                                                                                                                                                                                                         |                                  |   | CHECKED BY<br>BOB   |                                                      |                             |                  |
|            |  |                   |  |       |                                                                                       |                                                                                                                                                                                                                                         |                                  |   | APPROVED BY<br>BOCC | DATE<br>5/29/12                                      | SCALE<br>NTS                | SHEET 131 OF 131 |



23

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

The Board to consider adopting a resolution by a supermajority vote to "opt-out" of Florida Statute 381.00651's mandate to enact an onsite sewage treatment and disposal system evaluation and assessment ordinance, as agendaed by Jack Brown, County Administrator.

**MEETING DATE REQUESTED:**

June 4, 2012

**Statement of Issue:**

The Board discussed Florida Statute 381.00651's mandate to enact an onsite sewage treatment and disposal system evaluation and assessment ordinance which impacts Taylor County as Nutall-Rise is classified by the state of Florida as a 1<sup>st</sup> Magnitude Spring even though they also recognize that it is a true river-rise.

**Recommended Action:**

Approve/Disapprove (Requires a Supermajority vote of at least 4 to 1).

**Fiscal Impact:**

N/A

**Budgeted Item:**

N/A

**Submitted By:**

Jack Brown

**Contact:**

(850) 838-3500, Ext. 7

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

DEP has reaffirmed its position that even though Nutall-Rise is a true river-rise that they classify it and all other river rises in the state as 1<sup>st</sup> magnitude springs.

**Options:**

Board discretion

**Attachments:**

proposed resolution.



## **RESOLUTION 12-**

**A RESOLUTION THE BOARD OF COUNTY COMMISSIONERS, TAYLOR COUNTY, FLORIDA, OPTING TAYLOR COUNTY OUT OF THE NEW STATUTORY REQUIREMENT TO IMPLEMENT A LOCAL SEWAGE TREATMENT AND DISPOSAL SYSTEM EVALUATION AND ASSESSMENT PROGRAM BY ORDINANCE; INFORMING THE FLORIDA SECRETARY OF STATE OF THE SAME; PROVIDING FOR THE TRANSMISSION OF A CERTIFIED COPY OF THIS RESOLUTION TO THE FLORIDA SECRETARY OF STATE; AUTHORIZING THE CHAIRMAN TO SIGN THIS RESOLUTION; AUTHORIZING THE CHAIRMAN TO SIGN THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on April 27, 2012, Governor Rick Scott signed CS/HB 1263 into law as Chapter 2012-184, Laws of Florida; and

**WHEREAS**, the Act creates a new statute, Florida Statute 381.00651, governing local government septic tank inspection programs; and

**WHEREAS**, subpart (2) of the newly-enacted Florida Statute 381.00651 requires counties that contain a “first magnitude spring” to “develop and adopt by local ordinance an onsite sewage treatment and disposal system evaluation and assessment program” (i.e., septic tank inspection program) on or before January 1, 2013; and

**WHEREAS**, Florida Statute 381.00651(2), allows counties to “opt-out” of the above-stated mandate if a supermajority of the county’s governing body adopts “a resolution that indicates an intent on the part of such local government not to adopt an onsite sewage treatment and disposal system evaluation and assessment program”; and

**WHEREAS**, Taylor County contains a river-rise that has been classified as a first magnitude spring, namely Nutall Rise, within its geographic boundaries; and



**WHEREAS**, a supermajority of the Taylor County Board of County Commissioners desires to exclude Taylor County from Florida Statute, 381.00651's mandate to enact an onsite sewage treatment and disposal system evaluation and assessment ordinance;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, AS FOLLOWS:**

1. The recitals above are incorporated herein by reference and made a part hereof.
2. The Taylor County Board of County Commissioners hereby notifies the Florida Secretary of State that a supermajority of its members has voted to opt Taylor County out of Florida Statute 381.00651's mandate to enact an onsite sewage treatment and disposal system evaluation and assessment ordinance.
3. The Chairman is hereby authorized to sign this Resolution.
4. The Clerk of the Court shall send a true and correct copy of this Resolution to the Florida Secretary of State as required by Florida Statute 381.00651.
5. This Resolution shall take effect immediately upon adoption.

**PASSED** in regular session this 4<sup>th</sup> day of June 2012.

BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

BY: \_\_\_\_\_  
PATRICIA PATTERSON, CHAIR

ATTEST:

\_\_\_\_\_  
ANNIE MAE MURPHY, CLERK