SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS PERRY, FLORIDA

TUESDAY, NOVEMBER 20, 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 UPCN WHICH THE APPEAL IS TO BE BASED.

- 1. Prayer
- 2. Pledge of Allegiance

RE-ORGANIZATION OF THE BOARD FOR FY 2012/2013:

- A. ELECTION OF A CHAIRMAN
- B. ELECTION OF A VICE-CHAIRMAN
- C. DISCUSSION OF BOARD PERSONNEL
- D. DISCUSSION REGARDING BOARD MEETING DATES AND TIMES
- D. MISCELLANEOUS DISCUSSION (COMMITTEE APPOINTMENTS, ETC.)
- 3. Approval of agenda
- 4. THE BOARD TO RECEIVE AND ORDERED FILED THE REPORTS OF RECEIPTS, EXPENSES AND NET INCOME FOR SEPTEMBER 30, 2012, ON ALL CONSTITUTIONAL OFFICERS.

AWARDS/RECOGNITION:

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))

- 5. THE BOARD TO CONSIDER APPROVAL PUBLIC OFFICIAL BOND FOR PATRICIA PATTERSON, IN THE AMOUNT OF \$2,000.
- 6. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, AS SUBMITTED BY COUNTY FINANCE.
- 7. THE BOARD TO REVIEW PLANS AND SPECIFICATIONS AND CONSIDER APPROVAL OF ADVERTISING FOR THE PROPOSED STEINHATCHEE BOAT RAMP PHASE II PROJECT, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
- 8. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF ADVERTISING FOR THE WIDENING/RESURFACING OF HOLT ROAD (CR 30A) UNDER THE SECONDARY ROADS IMPROVEMENT PLAN, AS AGENDAED BY THE COUNTY ENGINEER.
- 9. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF ADVERTISING FOR THE PROPOSED WIDENING/RESURFACING OF EAST AND SOUTH RED PADGETT ROAD UNDER THE FDOT SMALL COUNTY ROAD ASSISTANCE AND SMALL COUNTY OUTREACH PROGRAMS, AS AGENDAED BY THE COUNTY ENGINEER.
- 10. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING MODIFICATION #1 TO THE COUNTY'S EMERGENCY MANAGEMENT PERFORMANCE GRANT, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR.
- 11. THE BOARD TO CONSIDER APPROVAL OF THE ARTHROPOD CONTROL BUDGET AMENDMENT #1 FOR FISCAL YEAR 2012-2013, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

- 12. THE BOARD TO CONSIDER APPROVAL OF REMOVAL OF COUNTY ASSETS FROM THE COUNTY'S INVENTORY, AS AGENDAED BY GARY KNOWLES, DEPUTY CLERK.
- 13. THE BOARD TO REVIEW AND ACCEPT THE FLORIDA MODEL JAIL STANDARDS INSPECTION REPORT RESULTS FROM OCTOBER 25, 2012 FOR THE TAYLOR COUNTY JAIL, AS AGENDAED BY CAPTAIN RICHARD JOHNSON, JAIL ADMINISTRATOR.
- 14. THE BOARD TO CONSIDER APPROVAL OF REMOVAL OF COUNTY ASSETS FROM THE COUNTY'S INVENTORY, AS AGENDAED BY TYSON HILL, IT DIRECTOR.

HOSPITAL ITEMS:

15. THE BOARD TO CONSIDER APPROVAL FOR DISPOSAL OF OBSOLETE ASSETS OF DOCTORS MEMORIAL HOPSITAL, AS AGENDAED BY SAM DRAWDY.

PUBLIC REQUESTS:

- 16. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE REVISED NORTH FLORIDA WORKFORCE CONSORTIUM INTERLOCAL AGREEMENT AND NORTH FLORIDA WORKFORCE DEVELOPMENT BOARD MEMBERSHIP ROSTER, AS AGENDAED BY SHERYL REHBERG, EXECUTIVE DIRECTOR (NFWDB).
- 17. THE BOARD TO REVIEW AND ACCEPT THE 2011-2012 FLORIDA FOREST SERVICE ANNUAL REPORT, AS AGENDAED BY JACK SMITH AND JIM FLEMING, FLORIDA FOREST SERVICE.

COUNTY STAFF ITEMS:

18. THE BOARD TO REVIEW AND CONSIDER OPTIONS FOR CATASTROPHIC INMATE MEDICAL INSURANCE COVERAGE, AS AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR.

GENERAL BUSINESS:

COUNTY ATTORNEY ITEMS:

COUNTY ADMINISTRATOR ITEMS:

19. THE BOARD TO VOTE ON WHETHER OR NOT TO SUPPORT THE SUWANEE RIVER RC&D BOARD'S RECOMMENDATION TO DISSOLVE THE SUWANNEE RIVER RC&D CORPORATION AND PLACE THE MONEY INTO AN ENDOWMENT FUND FOR SCHOLARSHIPS TO THE UNIVERSITY OF FLORIDA AGRICULTURE DEPARTMENT, AS AGENDAED BY JACK BROWN, COUNTY ADMINISTRATOR.

20. THE BOARD TO CONSIDER PASSING A RESOLUTION WHICH SUPPORTS THE CONGRESSIONAL INTENT THAT FINES DERIVED FROM A SETTLEMENT RELATED TO THE DEEPWATER HORIZON OIL SPILL BE DIRECTED TOWARD THE GULF'S ECOLOGICAL AND ECONOMIC RECOVERY UNDER THE LOCAL INPUT AND CONTROL GUIDELINES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

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, <u>IF APPLICABLE</u>, IS AVAILABLE TO THE PUBLIC ON THE FOLLOWING WEBSITE:

www.taylorcountygov.com

BALLOTS USED TO APPOINT CITIZENS TO ADVISORY COMMITTEES AND ADVISORY BOARDS ARE AVAILABLE FOR PUBLIC INSPECTION AFTER THE MEETING AND ARE RETAINED AS PART OF THE PUBLIC RECORD.

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

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

IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT DUSTIN HINKEL, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.

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| I | |
| l | INSURANCE |

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

KNOW ALL PERSONS BY THESE PRESENTS:

| That we, PATRICIA | B. PATTERSON Principal | · · | of | | | |
|-----------------------------------|---------------------------|---|---------------------------------------|-----------------|----------------------|---------|
| P.O. BOX 1123 | PERRY | | FLORI | DA | 32348-1123 | |
| Street Address | C | ity | St | ate | zip | |
| as Principal, and STATE FAR | RM FIRE AND CASU | ALTY COMPANY O | of Bloomington, | Illinois, as | surety, are held and | firmly |
| bound unto TAYLOR COUN | TY, BOARD OF COU | INTY COMMISSIC | NERS | | | |
| in the penal sum of TW0 TH | OUSAND AND NO/10 | 00 | · · · · · · · · · · · · · · · · · · · | | | Dollars |
| (\$ <u>2,000.00</u> |), for the p |), for the payment of which, well and truly to be made, we do hereby severally bind | | | | |
| ourselves, our heirs, executo | ors, administrators, su | accessors, and ass | igns, firmly by | these pres | ents. | |
| Sealed with our Seals, and d | ated this 29th | day of OC | TOBER | <u>, 2012</u> . | | |
| THE CONDITION OF THIS O | BLIGATION ARE SU | CH, that, Whereas, | the said Princip | oal has bee | n elected or | |
| appointed to the office of B | DARD MEMBER, TA | YLOR COUNTY B | OARD OF CO | UTY COM | MISSIONERS | |
| | | for a term of | FOUR YEAR | | | |
| | | beginning on | NOVEMBER | 18, 2012 | | and |
| | | | <u></u> | | | |

ending on NOVEMBER 19, 2016

NOW, THEREFORE, if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, the principal and the Surety hereby agreeing that if said bond is required by any statute, all the provisions of such statute are hereby made a part of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

Licensed Resident Agent

STATE FARM FIRE AND CASUALTY COMPANY

By:

The within bond and the Surety thereon are hereby approved this ______ day of

OATH OF OFFICE

| STATE OF FLORIDA | | |
|------------------|---|-------|
| COUNTY OF TAYLOR | SS | |
| TAILOR | | |
| | PATRICIA B. PATTERSON Principal (print name) | being |
| | | |

duly sworn, says that he/she will support the constitution of the United States and of the State of

and that he/she will faithfully, honestly and impartially perform and discharge the

,

duties of the office/position to which he/she has been appointed while he/she shall hold said office.

Signature of Principal R P Sworn to by said ATA <u>C</u> A イモ RSON TA Principal (print name)

before me, and subscribed in my presence this

A.D. 2012 10 dav of all CATHY R. Will SON/C Notary Fublic, State of Florida My Commission Expires Oct. 29, 2014 Commission No. EE26488

Notary Seal

Commission Date

Power of Attorney

STATE FARM FIRE AND CASUALTY COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bioomington, Illinois, does hereby constitute and appoint: Jennifer Bless, Eugina Brant, Amanda J. Clifton, Ceola Campbell, Parnela Chancellor, Julie Fehrman, Mark Fink, Julie Freed, Matthew J. Gibbons, John R. Horton, Cynthia Johnson, Susan K. Johnson, Connie S. Knox, Christine Macdonnell, Lon McDowell, Melissa L. Morris, Mary Ann Nix, Vicki Redman, Leann Rees, Suzanne M. Robertson, Alice Schuler, Karen Sparks, Mary A. Spotts, Steven M. Straub, Heidi Stevens, Perry Tracy, Karen Weber, Jennifer Wyant, Karli Yoder of Bloomington, Illinois its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

Any such obligation in any amount

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 8 th day of June, 2009, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

Resolved, that the Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in the nature of a bond, which the Company might execute through its officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of any Officer of the Company noted above and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the any Officer of the Company noted above, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Assistant Secretary Treasurer, and its Corporate Seal to be affixed this 8 th. day of June, 2009.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2013, UNLESS SOONER REVOKED AS PROVIDED.

SEAF

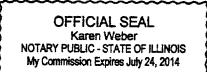
STATE FARM FIRE AND CASUALTY COMPANY

Assistant Secretary Treasurer

STATE OF ILLINOIS

COUNTY OF McLEAN

On this 8th day of June 2009, before me personally came Bradley M. Weaver to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.



Notary Public

My commission expires July 24, 2014

I, the undersigned Officer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force. Signed and sealed at Bloomington, Illinois. Dated this <u>29th</u> day of <u>OCTOBER, 2012</u>.

CERTIFICATE



ssistant Secretary Trea

If you have a question concerning the validity of this Power of Attorney, call (309) 766-2090. FB6-9043.47A (01-03-12)

Printed in U.S.A.

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2013, to be in excess of the advertised budget.

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

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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 20th day of November, 2012 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner______, seconded by Commissioner ______, and carried unanimously.

Jigh

Annie Mae Murphy, Clerk-Auditor Chairman (Balance of EMPG Grant as of 9/30/12 FYE)



Taylor County Board of County Commissioners 201 East Green Street Perry, FI 32347

Memo

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| To: | Tammy Taylor |
|-------|--|
| From: | Dustin Hinkel |
| Date: | 11/1/2012 |
| Re: | Request for Budget Amendment for Emergency Management EMPG Grant (#0224) |
| | |

Per our previous conversations, it is necessary to amend the Fiscal Year 2013 budget to carry forward the balances left in the Fiscal Year 2012 budget (2224) for the EMPG Base Grant (0224).

Please allocate the remaining FYE 2012 funds as follows:

| (| +0224 Empggaut | | |
|---|----------------|--|--|
|---|----------------|--|--|

| | < ··· 0· | |
|-------|-------------------------------------|--------|
| 51200 | REGULAR SALARIES & WAGES | \$0 |
| 52110 | FICA/MEDICARE TAXES | \$0 |
| 52200 | RETIREMENT CONTRIBUTIONS | \$ 222 |
| 52300 | HEALTH INSURANCE | \$ 0 |
| 52320 | LIFE INSURANCE | \$0 |
| 52400 | WORKERS' COMPENSATION | \$ 250 |
| 53401 | CONTRACTUAL SERVICES | \$0 |
| 54000 | TRAVEL & PER DIEM | \$0 |
| 54100 | COMMUNICATIONS | \$0 |
| 54115 | POSTAGE | \$0 |
| 54300 | UTILITY SERVICES | \$0 |
| 54500 | INSURANCE | \$0 |
| 54610 | R&M BUILDINGS AND GROUNDS | \$0 |
| 54614 | EXTERMINATION/PEST CONTRL | \$ 0 |
| 54620 | R&M EQUIPMENT | \$0 |
| 54640 | R&M AUTOMOBILE | \$0 |
| 54902 | LEGAL ADVERTISING | \$0 |
| 54907 | LICENSE/PERMIT/REGISTRAT | \$0 |
| 54910 | DRUG TESTING | \$ 0 |
| 55101 | OFFICE SUPPLIES | \$0 |
| 55102 | OFFC.EQUIP/FURN.<\$1,000 | \$0 |
| 55103 | EQUIPMENT < \$1,000 | \$0 |
| 55110 | OFFICE COPIER EXPENSE | \$0 |
| 55201 | GEN. OPERATING SUPPLIES | \$0 |
| 55202 | SAFETY PRODUCTS/SUPPLIES | \$0 |
| 55210 | PETROLEUM PRODUCTS | \$0 |
| 55220 | TOOLS & IMPLEMENTS | \$ 0 |
| 55230 | COMPUTER SOFTWARE | \$0 |
| 55250 | UNIFORMS | \$ 0 |
| 55401 | BOOK/PUBL/SUB/MEMB/TRAIN. | \$0 |
| 56300 | CAPITAL/INFRASTRUCTURE | \$0 |
| 56400 | CAPITAL OUTLAY EQUIPMENT | \$ 951 |

Total

\$1,423

Gratie Review (grant CF) 1,423

This amendment represents the remaining funds from the initial 25% of the award budgeted for Fiscal Year 2012. The remaining 75% has been requested in the 2012/2013 FY budget. Please do not hesitate to call me if you have any questions.

SUNGARD PENTAMATION, INC. DATE: 11/07/2012 TIME: 12:58:26

TAYLOR COUNTY BOARD OF COMMISSIONERS GASB EXPENDITURE STATUS REPORT 4

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SELECTION CRITERIA: expledgr.key_orgn='2224' ACCOUNTING PERIOD: 13/12

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

FUND-001 GENERAL FUND FUNCTION-520 PUBLIC SAFETY ACTIVITY-525 EMERG. DISASTER RELIEF TOTL/DEPT-2224 EMPG GRANT (7/1-9/30)

| 1012, 2211 | 2224 Dive Oldani (7/1-9/30) | | | | | | ` | |
|------------|-----------------------------|--------------------|-------------------|--------------------|---------------------|----------------------|--------------------------|-----------------------------|
| ACCOUNT | TITLE | ORIGINAL BUDGET | AMENDED BUDGET | BUDGET VARIANCE | ACTUAL Y-T-D EXP | AVAILABLE BALANCE | ⁾ YTD/ BUD | |
| 51200 | REGULAR SALARIES & WAGES | .00 | 7,415.00 | 7,415.00 | 7,414.40 | .60 | 99.99 | |
| 51400 | OVERTIME | .00 | .00 | .00 | .00 | | | |
| 52110 | FICA/MEDICARE TAXES | .00 | 527.00 | 527.00 | 500.89 | .00 | .00 | 1 |
| 52200 | RETIREMENT CONTRIBUTIONS | .00 | 357.00 | 357.00 | 118.65 | 26.11 | 95.05 | 113 |
| 52300 | HEALTH INSURANCE | .00 | 4,054.00 | 4,054.00 | | 238.35 | 33.24 | トリン |
| 52320 | LIFE INSURANCE | .00 | 13.00 | 13.00 | 4,048.45 | 5.55 | 99.86 | |
| 52400 | WORKERS' COMPENSATION | .00 | 413.00 | 413.00 | 11.70 | 1.30 | 90.00 | |
| 52500 | UNEMPLOYMENT COMPENSATIO | .00 | .00 | | 212.37 | 200.63 | 51.42 | J JANNO- |
| 56400 | CAPITAL OUTLAY-EQUIPMENT | .00 | 951,00 | .00 | .00 | .00 | . 00 | |
| 56401 | CAPITAL OUTLAY-VEHICLES | .00 | .00 | 951.00 | .00 | 951.00 | _00 | AND ANIL |
| | AL EMPG GRANT $(7/1-9/30)$ | .00 | 13,730.00 | 00. 13,730.00 | .00 12,306.46 | .00 | . 00 | Ball 2012 |
| | | | | 197,90.00 | 12,500.40 | 1,423.54 | 89.63 | EVE |
| TOTA | L GENERAL FUND | . 00 | 13,730.00 | 13,730.00 | 12,306.46 | 1,423.54 | 89.63 | |
| TOTAL REPC | DRT | . 00 | 13,730.00 | 13,730.00 | 12,306.46 | 1,423.54 | 89.63 | CF 2013 Beroft 10 224 |
| | | | | | | | _ | 10 0229 |

SUNGARD PENTAMATION, INC. DATE: 11/07/2012 TIME: 13:01:16

TAYLOR COUNTY BOARD OF COMMISSIONERS GASB EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key orgn in ('0224','0226') ACCOUNTING PERIOD: 2/13

(2013 FV) 11/20/12 t American t 11/20/12 t

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

FUND-001 GENERAL FUND FUNCTION-520 PUBLIC SAFETY ACTIVITY-525 EMERG. DISASTER RELIEF TOT

TOTAL EMPG GRANT 10/1-6/30

| TOTL/D | EPT-0224 EMPG GRANT 10/1-6/30 | | | Ч <u>Б</u> | | | |
|--------|--------------------------------|-----------|-----------|------------|--------------|-----------|-------|
| 1011,0 | EFT 0224 EMTO GIGENT 10/1 0/50 | ORIGINAL | AMENDED | BUDGET | ACTUAL Y-T-D | AVAILABLE | YTD/ |
| ACCOUN | T TITLE | BUDGET | BUDGET | VARIANCE | EXP | BALANCE | BUD |
| | | | | | | | |
| 51200 | REGULAR SALARIES & WAGES | 21,274.00 | 21,274.00 | .00 | 2,181.96 | 19,092.04 | 10.26 |
| 51400 | OVERTIME | .00 | . 00 | .00 | .00 | .00 | .00 |
| 52110 | FICA/MEDICARE TAXES | 1,628.00 | 1,628.00 | .00 | 147.64 | 1,480.36 | 9.07 |
| 52200 | RETIREMENT CONTRIBUTIONS | 1,102.00 | 1,102.00 | .00 | 34.92 | 1,067.08 | 3.17 |
| 52300 | HEALTH INSURANCE | 12,852.00 | 12,852.00 | .00 | 1,192.57 | 11,659.43 | 9.28 |
| 52320 | LIFE INSURANCE | 38.00 | 38.00 | . 00 | 3.90 | 34.10 | 10.26 |
| 52400 | WORKERS' COMPENSATION | 564.00 | 564.00 | .00 | .00 | 564.00 | .00 |
| 52500 | UNEMPLOYMENT COMPENSATIO | .00 | .00 | .00 | .00 | .00 | .00 |
| 53401 | CONTRACTUAL SERVICES | .00 | .00 | . 00 | .00 | .00 | .00 |
| 54000 | TRAVEL & PER DIEM | . 00 | .00 | .00 | .00 | .00 | .00 |
| 54100 | COMMUNICATIONS | .00 | . 00 | .00 | .00 | . 00 | .00 |
| 54115 | POSTAGE | .00 | .00 | .00 | . 00 | .00 | .00 |
| 54300 | UTILITY SERVICES | .00 | .00 | .00 | .00 | . 00 | .00 |
| 54402 | RENT/LEASE-EQUIPMENT | .00 | . 00 | .00 | .00 | . 00 | .00 |
| 54500 | INSURANCE | .00 | . 00 | .00 | . 00 | .00 | .00 |
| 54610 | R&M BUILDINGS & GROUNDS | .00 | . 00 | . 00 | .00 | .00 | .00 |
| 54620 | R&M EQUIPMENT | .00 | .00 | .00 | .00 | .00 | .00 |
| 54630 | R&M OFFICE MACHINES/EQUI | .00 | .00 | .00 | . 00 | .00 | .00 |
| 54640 | R&M AUTOMOBILE | .00 | .00 | .00 | .00 | .00 | .00 |
| 54645 | R&M AUTO - COUNTY LABOR | .00 | .00 | .00 | .00 | .00 | .00 |
| 54901 | OTHER CURRENT CHGS (MISC | .00 | .00 | .00 | .00 | .00 | .00 |
| 54902 | LEGAL ADVERTISING | .00 | .00 | .00 | .00 | .00 | .00 |
| 54907 | LICENSE/PERMIT/REGISTRAT | .00 | . 00 | .00 | .00 | . 00 | .00 |
| 54910 | DRUG TESTING | .00 | . 00 | .00 | .00 | .00 | .00 |
| 55101 | OFFICE SUPPLIES | .00 | . 00 | .00 | .00 | .00 | . 00 |
| 55102 | OFFC.EQUIP/FURN.<\$1,000 | .00 | .00 | . 00 | .00 | .00 | .00 |
| 55103 | EQUIPMENT < \$1,000 | .00 | . 00 | .00 | .00 | .00 | .00 |
| 55110 | OFFICE COPIER EXPENSE | . 00 | .00 | .00 | .00 | .00 | .00 |
| 55201 | GEN. OPERATING SUPPLIES | .00 | .00 | .00 | .00 | .00 | .00 |
| 55202 | SAFETY PRODUCTS/SUPPLIES | .00 | .00 | . 00 | .00 | .00 | .00 |
| 55210 | PETROLEUM PRODUCTS | .00 | .00 | .00 | .00 | .00 | .00 |
| 55220 | TOOLS & IMPLEMENTS | .00 | . 00 | . 00 | . 00 | . 00 | .00 |
| 55230 | COMPUTER SOFTWARE | .00 | . 00 | . 00 | .00 | .00 | .00 |
| 55401 | BOOK/PUBL/SUB/MEMB/TRAIN | .00 | .00 | . 00 | .00 | .00 | .00 |
| 55900 | DEPRECIATION EXPENSE | .00 | .00 | .00 | .00 | .00 | .00 |
| 56200 | CAPITAL OUTLAY-BUILDINGS | .00 | .00 | .00 | .00 | 00 | .00 |
| 56300 | CAPITAL/INFRASTRUCTURE | .00 | . 00 | . 00 | .00 | .00 | .00 |
| 56400 | CAPITAL OUTLAY-EQUIPMENT | 3,731.00 | 3,731.00 | .00 | .00 | 3,731.00 | .00 |
| 56401 | CAPITAL OUTLAY-VEHICLES | .00 | .00 | .00 | .00 | .00 | .00 |
| | | 41 100 00 | 41 100 00 | 00 | 3 560 00 | 37 639 01 | 0 65 |

41,189.00

41,189.00

.00

3,560.99

37,628.01

8.65

PAGE NUMBER: 1 EXPSTA11

N COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2013, to be in excess of the advertised budget.

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

| Amount | Account | Account Name |
|-------------------------------------|---------------|---------------------------------|
| Revenue: | | |
| \$14,625 | 001-3345110 | Emergency Management(EMPA)Grant |
| Expenditur | | |
| | | |
| | 0226-52400 | Workers Comp. |
| \$ 875 | | Contractual Services |
| \$ 175 | | Travel & Per Diem |
| \$ 622 | 0226-54100 | Communications |
| | 0226-54300 | Utilities |
| \$ 500 | 0226-54610 | R&M buildings and grounds |
| \$. 470 | 0226-54640 | R&M Auto |
| \$ 250 | 0226-54902 | Legal Advertising |
| \$ 250 \$ 125 | 0226-54907 | License/permits/registrations |
| \$ 19 | 0226-54910 | Drug Testing |
| \$1 , 385 | 0226-55101 | Office Supplies |
| \$1 , 250 | 0226-55102 | Office Furn/Equipment<\$1,000 |
| \$ 484 | 0226-55103 | Equipment<\$1,000 |
| \$ 500 | 0226-55202 | Safety Products/Supplies |
| \$ 250 | 0226-55250 | Uniforms |
| \$1,250 | 0226-55401 | Books/Publ/Memb/Training |
| \$ 500 | 0226-55250 | Uniforms |
| \$1,927 | 0226-56300 | Capital/Infrastructure |
| \$2,413 | 0226-56400 | Capital Outlay-Equipment |
| \$14,625 | Total Expendi | |
| , , , , , , , , , , , , , , , , , , | | |

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 20th day of November, 2012 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner_____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-AuditorChairman(Balance of EMPA Grant as of 9/30/12 FYE)



Taylor County Board of County Commissioners 201 East Green Street Perry, FI 32347

Memo

1

 To:
 Tammy Taylor

 From:
 Dustin Hinkel

 Date:
 11/6/2012

 Re:
 Request for Budget Amendment for Emergency Management EMPA Grant (#0226)

Per our previous conversations, it is necessary to amend the Fiscal Year 2013 budget to carry forward the balances left in the Fiscal Year 2012 budget (1226) for the EMPA Base Grant (0226).

Please allocate the remaining FYE 2012 funds as follows:

(+0226 EMPA grant

| 51200 | REGULAR SALARIES & WAGES | \$0 |
|-------|---------------------------|----------|
| 52110 | FICA/MEDICARE TAXES | \$0 |
| 52200 | RETIREMENT CONTRIBUTIONS | \$0 |
| 52300 | HEALTH INSURANCE | \$0 |
| 52320 | LIFE INSURANCE | \$ 0 |
| 52400 | WORKERS' COMPENSATION | \$ 300 |
| 53401 | CONTRACTUAL SERVICES | \$ 875 |
| 54000 | TRAVEL & PER DIEM | \$ 175 |
| 54100 | COMMUNICATIONS | \$ 622 |
| 54115 | POSTAGE | \$0 |
| 54300 | UTILITY SERVICES | \$ 1,330 |
| 54500 | INSURANCE | \$0 |
| 54610 | R&M BUILDINGS AND GROUNDS | \$500 |
| 54614 | EXTERMINATION/PEST CONTRL | \$ 0 |
| 54620 | R&M EQUIPMENT | \$ 0 |
| 54640 | R&M AUTOMOBILE | \$ 470 |
| 54902 | LEGAL ADVERTISING | \$ 250 |
| 54907 | LICENSE/PERMIT/REGISTRAT | \$ 125 |
| 54910 | DRUG TESTING | \$ 19 |
| 55101 | OFFICE SUPPLIES | \$ 1385 |
| 55102 | OFFC.EQUIP/FURN.<\$1,000 | \$ 1250 |
| 55103 | EQUIPMENT < \$1,000 | \$ 484 |
| 55110 | OFFICE COPIER EXPENSE | \$ 0 |
| 55201 | GEN. OPERATING SUPPLIES | \$ 0 |
| 55202 | SAFETY PRODUCTS/SUPPLIES | \$ 500 |
| 55210 | PETROLEUM PRODUCTS | \$ 0 |
| 55220 | TOOLS & IMPLEMENTS | \$ 500 |
| 55230 | COMPUTER SOFTWARE | \$ 0 |
| 55250 | UNIFORMS | \$ 250 |
| 55401 | BOOK/PUBL/SUB/MEMB/TRAIN. | \$ 1,250 |
| 56300 | CAPITAL/INFRASTRUCTURE | \$ 1,927 |
| 56400 | CAPITAL OUTLAY EQUIPMENT | \$ 2,413 |

Total

Guart Empa grad Review (grant CF) # 14,625 \$14,625

This amendment represents the remaining funds from the initial 25% of the award budgeted for Fiscal Year 2012. The remaining 75% has been requested in the 2012/2013 FY budget. Please do not hesitate to call me if you have any questions.

Page 2

Tammy Taylor

| From: | Dustin Hinkel <dustin.hinkel@taylorcountygov.com></dustin.hinkel@taylorcountygov.com> |
|--------------|---|
| Sent: | Tuesday, November 06, 2012 3:40 PM |
| То: | Tammy Taylor |
| Cc: | Stephen Spradley |
| Subject: | Tammy Taylor EMPA Budget Amendment 2012-2013 (2) |
| Attachments: | Tammy Taylor EMPA Budget Amendment 2012-2013 (2).doc |

Hi Tammy!

Here is the revised budget amendment request.

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.

1

SUNGARD PENTAMATION, INC. DATE: 11/07/2012 TIME: 12:57:49

TAYLOR COUNTY BOARD OF COMMISSIONERS GASB EXPENDITURE STATUS REPORT

SELECTION CRITERIA: expledgr.key orgn in ('1224','1226') ACCOUNTING PERIOD: 13/12

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

FUND-001 GENERAL FUND FUNCTION-520 PUBLIC SAFETY ACTIVITY-525 EMERG. DISASTER RELIEF TOTL/DEPT-1226 EMPA BASE GRANT(7/1-9/30)

| ACCOUNT | | ORIGINAL BUDGET | AMENDED BUDGET | BUDGET VARIANCE | ACTUAL Y-T-D EXP | AVAILABLE BALANCE | YTD/ BUD |
|------------|----------------------------|--------------------|---|--------------------|---|----------------------|--|
| 51200 | REGULAR SALARIES & WAGES | .00 | 4,096.00 | 4,096.00 | 4,086.93 | 9.07 | 99.78 |
| 52110 | FICA/MEDICARE TAXES | .00 | 313.00 | 313.00 | 312.64 | .36 | 99.88 |
| 52200 | RETIREMENT CONTRIBUTIONS | .00 | 212.00 | 212.00 | 211.68 | . 32 | 99.85 |
| 52300 | HEALTH INSURANCE | .00 | 650.00 | 650.00 | 617.87 | 32.13 | 95.06 |
| 52320 | LIFE INSURANCE | .00 | 5.00 | 5.00 | 3.87 | 1.13 | 77.40 |
| 52400 | WORKERS' COMPENSATION | .00 | 351.00 | 351.00 | 201.13 | 149.87 | 57.30 |
| 52500 | UNEMPLOYMENT COMPENSATIO | .00 | .00 | . 00 | . 00 | .00 | .00 |
| 53401 | CONTRACTUAL SERVICES | .00 | 875.00 | 875.00 | .00 | 875.00 | .00 |
| 54000 | TRAVEL & PER DIEM | . 00 | 375.00 | 375.00 | 324.98 | 50.02 | 86.66 |
| 54100 | COMMUNICATIONS | . 00 | 3,500.00 | 3,500.00 | 2,877.31 | 622.69 | 82.21 |
| 54115 | POSTAGE | . 00 | 125.00 | 125.00 | .00 | 125.00 | .00 |
| 54300 | UTILITY SERVICES | .00 | 2,500.00 | 2,500.00 | 1,170.62 | 1,329.38 | 46.82 |
| 54500 | INSURANCE | .00 | .00 | .00 | .00 | .00 | .00 |
| 54610 | R&M BUILDINGS & GROUNDS | .00 | 500.00 | 500.00 | .00 | 500.00 | .00 |
| 54614 | EXTERMINATION/PEST CONTR | .00 | 120.00 | 120.00 | 120.00 | .00 | 100.00 |
| 54640 | R&M AUTOMOBILE | .00 | 470.00 | 470.00 | .00 | 470.00 | .00 |
| 54902 | LEGAL ADVERTISING | .00 | 250.00 | 250.00 | .00 | 250.00 | .00 |
| 54907 | LICENSE/PERMIT/REGISTRAT | .00 | 125.00 | 125.00 | .00 | 125.00 | .00 |
| 54910 | DRUG TESTING | . 00 | 19.00 | 19.00 | . 00 | 19.00 | .00 |
| 55101 | OFFICE SUPPLIES | .00 | 750.00 | 750.00 | 365.20 | 384.80 | 48.69 |
| 55102 | OFFC.EQUIP/FURN.<\$1,000 | .00 | 250.00 | 250.00 | .00 | 250.00 | .00 |
| 55103 | EQUIPMENT < \$1,000 | .00 | 1,250.00 | 1,250.00 | 900.00 | 350.00 | 72.00 |
| 55110 | OFFICE COPIER EXPENSE | . 00 | 500.00 | 500.00 | 260.05 | 239.95 | 52.01 |
| 55201 | GEN. OPERATING SUPPLIES | . 00 | 750.00 | 750.00 | 9.38 | 740.62 | 1.25 |
| 55202 | SAFETY PRODUCTS/SUPPLIES | .00 | 500.00 | 500.00 | .00 | 500.00 | .00 |
| 55210 | PETROLEUM PRODUCTS | .00 | 625.00 | 625.00 | 364.32 | 260.68 | 58.29 |
| 55220 | TOOLS & IMPLEMENTS | .00 | 500.00 | 500.00 | . 00 | 500.00 | .00 |
| 55230 | COMPUTER SOFTWARE | .00 | 1,000.00 | 1,000.00 | .00 | 1,000.00 | .00 |
| 55250 | UNIFORMS | .00 | 250.00 | 250.00 | .00 | 250.00 | .00, , , , , , , , , , , , , , , , , , , |
| 55401 | BOOK/PUBL/SUB/MEMB/TRAIN | . 00 | 1,250.00 | 1,250.00 | . 00 | 1,250.00 | .00 |
| 56200 | CAPITAL OUTLAY-BUILDINGS | . 00 | .00 | .00 | . 00 | .00 | .00 26 0 |
| 56300 | CAPITAL/INFRASTRUCTURE | . 00 | 1,927.00 | 1,927.00 | .00 | 1,927.00 | .00 |
| 56400 | CAPITAL OUTLAY-EQUIPMENT | . 00 | 2,413.00 | 2,413.00 | .00 | 2,413.00 | 9 1000 2 |
| 1014 | AL EMPA BASE GRANT(7/1-9/3 | .00 | 26,451.00 | 26,451.00 | 11,825.98 | 14,625.02 | -44.71 A W () |
| TOTA | AL GENERAL FUND | 17,250.00 | 44,637.00 | 27,387.00 | 30,009.87 | 14,627.13 | 67.23 Operat Fl |
| TOTAL REPO | DRT | 17,250.00 | 44,637.00 | 27,387.00 | 30,009.87 | 14,627.13 | 67.23 2012 (CF to 2013). |
| | | | we gaar ay ya na mina cachaada ay ya ahaana ay a mina 2000. | | n ser fan ser fan en sjoe geste s | to | ICF to FY. |

SUNGARD PENTAMATION, INC. DATE: 11/07/2012 TIME: 13:01:16

TAYLOR COUNTY BOARD OF COMMISSIONERS GASB EXPENDITURE STATUS REPORT

^{0226')} (2013 FY) TT 20 10 + + 20 10 + + 14,625 SELECTION CRITERIA: expledgr.key_orgn in ('0224','0226') ACCOUNTING PERIOD: 2/13

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

FUND-001 GENERAL FUND FUNCTION-520 PUBLIC SAFETY ACTIVITY-525 EMERG. DISASTER RELIEF TOTL/DEPT-0226 EMPA BASE GRANT 10/1-6/30

| TOTL/D | EPT-0226 EMPA BASE GRANT 10/1-6/ | ORIGINAL | AMENDED | BUDGET | | | |
|----------------|---|---|---|------------|---------------------|----------------------|-------------|
| ACCOUN | T TITLE | BUDGET | BUDGET | VARIANCE | ACTUAL Y-T-D EXP | AVAILABLE BALANCE | YTD/ BUD |
| necoun | | BODGET | 202011 | THE THE | LAT | DADANCE | вор |
| 51200 | REGULAR SALARIES & WAGES | 11,727.00 | 11,727.00 | .00 | 1,202.68 | 10,524.32 | 10.26 |
| 51400 | OVERTIME | .00 | .00 | . 00 | .00 | .00 | .00 |
| 52110 | FICA/MEDICARE TAXES | 898.00 | 898.00 | .00 | 92.00 | 806.00 | 10.24 |
| 52200 | RETIREMENT CONTRIBUTIONS | 608.00 | 608.00 | .00 | 62.30 | 545.70 | 10.25 |
| 52300 | HEALTH INSURANCE | 1,948.00 | 1,948.00 | .00 | 185.10 | 1,762.90 | 9.50 |
| 52320 | LIFE INSURANCE | 12.00 | 12.00 | .00 | 1.29 | 10.71 | 10.75 |
| 52400 | WORKERS' COMPENSATION | 311.00 | 311.00 | .00 | .00 | 311.00 | .00 |
| 52500 | UNEMPLOYMENT COMPENSATIO | . 00 | .00 | .00 | .00 | .00 | .00 |
| 53401 | CONTRACTUAL SERVICES | 2,625.00 | 2,625.00 | .00 | .00 | 2,625.00 | .00 |
| 54000 | TRAVEL & PER DIEM | 1,875.00 | 1,875.00 | .00 | 287.00 | 1,588.00 | 15.31 |
| 54100 | COMMUNICATIONS | 7,500.00 | 7,500.00 | . 00 | 2,271.09 | 4,542.33 | 30.28 |
| 54115 | POSTAGE | 375.00 | 375.00 | .00 | . 00 | 375.00 | .00 |
| 54300 | UTILITY SERVICES | 7,500.00 | 7,500.00 | . 00 | 265.95 | 7,234.05 | 3.55 |
| 54401 | RENT/LEASE-LAND/BLDGS | . 00 | .00 | . 00 | . 00 | .00 | .00 |
| 54402 | RENT/LEASE-EQUIPMENT | . 0 0 | .00 | . 00 | .00 | .00 | .00 |
| 54500 | INSURANCE | .00 | .00 | .00 | .00 | .00 | .00 |
| 54610 | R&M BUILDINGS & GROUNDS | 1,500.00 | 1,500.00 | .00 | .00 | 1,500.00 | .00 |
| 54614 | EXTERMINATION/PEST CONTR | 270.00 | 270.00 | .00 | .00 | 270.00 | .00 |
| 54620 | R&M EQUIPMENT | .00 | .00 | . 00 | .00 | .00 | .00 |
| 54630 | R&M OFFICE MACHINES/EQUI | .00 | .00 | .00 | .00 | .00 | .00 |
| 54640 | R&M AUTOMOBILE | 1,500.00 | 1,500.00 | . 00 | .00 | 1,500.00 | .00 |
| 54645 | R&M AUTO - COUNTY LABOR | . 00 | .00 | . 00 | . 00 | .00 | . 00 |
| 54901 | OTHER CURRENT CHGS (MISC | .00 | .00 | . 00 | .00 | .00 | .00 |
| 54902 | LEGAL ADVERTISING | 750.00 | 750.00 | . 00 | .00 | 750.00 | .00 |
| 54907 | LICENSE/PERMIT/REGISTRAT | 375.00 | 375.00 | . 00 | . 00 | 375.00 | .00 |
| 54910 | DRUG TESTING | 56.00 | 56.00 | . 00 | .00 | 56.00 | .00 |
| 55101 | OFFICE SUPPLIES | 2,250.00 | 2,250.00 | .00 | .00 | 2,250.00 | .00 |
| 55102 | OFFC.EQUIP/FURN.<\$1,000 | 3,750.00 | 3,750.00 | .00 | .00 | 3,750.00 | .00 |
| 55103 | EQUIPMENT < \$1,000 | 3,750.00 | 3,750.00 | .00 | .00 | 3,750.00 | .00 |
| 55110 55201 | OFFICE COPIER EXPENSE | 1,500.00 2,250.00 | 1,500.00 | .00 | 263.12 | 550.00 | 17.54 |
| 55201 | GEN. OPERATING SUPPLIES SAFETY PRODUCTS/SUPPLIES | • | 2,250.00 | . 00 | 57.66 | 2,192.34 | 2.56 |
| 55202 | | 1,500.00 | 1,500.00 | .00 | 6.10 | 1,493.90 | .41 |
| 55220 | PETROLEUM PRODUCTS | 1,875.00 | 1,875.00 | | .00 | 1,875.00 | .00 |
| 55230 | TOOLS & IMPLEMENTS COMPUTER SOFTWARE | 1,500.00 2,605.00 | 1,500.00 2,605.00 | .00 .00 | .00 | 1,500.00 | .00 |
| 55250 | UNIFORMS | 2,805.00 | 2,805.00 | .00 | .00 .00 | 2,605.00 | . 00 |
| 55401 | BOOK/PUBL/SUB/MEMB/TRAIN | 3,750.00 | 3,750.00 | .00 | 637,77 | 750.00 | .00 |
| 55900 | DEPRECIATION EXPENSE | 3,730.00 | 3,750.00 | .00 | .00 | 2,640.23 | 17.01 |
| 56200 | CAPITAL OUTLAY-BUILDINGS | .00 | .00 | .00 | .00 | .00 .00 | .00 |
| 56300 | CAPITAL OUTLAT-BUILDINGS CAPITAL/INFRASTRUCTURE | 5,795.00 | 5,795.00 | .00 | .00 | 5,795.00 | .00 |
| 56400 | CAPITAL OUTLAY-EQUIPMENT | 8,250.00 | 8,250.00 | .00 | .00 | 8,250.00 | .00 |
| 56401 | CAPITAL OUTLAY-VEHICLES | .00 | .00 | .00 | .00 | 8,250.00 | .00 |
| 56402 | CAPITAL OUTLAY/SOFTWARE | .00 | .00 | .00 | .00 | .00 | .00 |
| | TOTAL EMPA BASE GRANT 10/1-6/ | 79,355.00 | 79,355.00 | .00 | 5,332.06 | .00 72,177.48 | 6.72 |
| | TOTAL LIGH DADE GREAT IV/1-0/ | , | , | . 00 | 5,552.00 | /2,1//.48 | 0./2 |

PAGE NUMBER: 2 EXPSTA11

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item



BOARD TO REVIEW PLANS AND SPECIFICATIONS, AND APPROVE ADVERTISING FOR THE PROPOSED STEINHATCHEE BOAT RAMP PHASE II PROJECT.

MEETING DATE REQUESTED: November 20, 2012

Statement of Issue:

The Engineering Division prepared the attached plans and specification package for the Steinhatchee Boat Ramp Phase II, paving and drainage improvements, project. This information will be presented as a Request for Proposals (RFP) and will be advertised upon receiving approval from the Board.

Recommended Action:

The Board should approve soliciting RFPs for the proposed paving and drainage improvements scope of work to be received December 18, 2012. Subsequent approval of received proposals will be contingent upon available funding.

Fiscal Impact: FISCAL YR 2012/13 - \$125,000

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 Steinhatchee Boat Ramp Phase II, paving and drainage improvements project. The specifications and construction plans will be incorporated into a RFP that will be advertised upon receiving Board and permitting approval. This improvement project consists of furnishing all needed materials, equipment, labor and supervision to construct drainage, stormwater treatment, paving, curbing, sidewalks, fencing, striping and signage, along with other associated work as more fully detailed in the plans and specifications material.

The Board has an approved budget of \$145,000 for the project, \$30,000 of which is from a Florida Coastal Management Program (FCMP) grant. The grant requires the County to construct a picnic pavilion with a proposed cost of \$15,000, leaving a balance of \$130,000 for the paving and drainage improvements. Engineering services for the project are estimated at \$5,000 which leaves \$125,000 dollars to complete the proposed Steinhatchee Boat Ramp Phase II project.

The project has been designed so that some items may be reduced or eliminated if proposals come in above budget. A last resort would be to reduce the project's scope of work. This matter will be more fully discussed once the proposals have been received and evaluated. Nonetheless, Staff recommends that the Board approve soliciting a request for proposals for the proposed project in accordance with the attached scope of work.

Once the Board has approved the proposed scope of work, Staff will work with the lowest respondent bidder to meet the proposed budget. We will proceed concurrently with the remaining administrative aspects of the bid solicitation and incorporate any needed revisions or modifications required for their approval prior to contract award. It is intended that proposals be received at the December 18, 2012 regular Board meeting.

Options:

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

Attachments:

Proposed Request for Proposal package Construction Plans

Steinhatchee Boat Ramp Phase II Taylor County, Florida 2006-005-ENG

November 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

TABLE OF CONTENTS

PART 1 - BIDDING REQUIREMENTS

Invitation to Bid Instructions to Bidders Bid Forms Hold Harmless, Release and Indemnity Agreement Public Entity Crimes Statement Non-Collusion Affidavit

PART 2 - CONTRACT FORMS

Agreement Between Owner and Contractor Bid Bond Performance and Payment Bond

PART 3 – CONDITIONS OF THE CONTRACT

Standard General Conditions Supplementary Conditions

PART 4 – SPECIFICATIONS

DIVISION 1 – GENERAL REQUIREMENTS

| 01005 | General Requirements |
|-------|---|
| 01025 | Application for Payment |
| 01045 | Cutting and Patching |
| 01050 | Field Engineering |
| 01100 | Summary of Work |
| 01200 | Project Meetings |
| 01300 | Submittals |
| 01340 | Shop Drawings, Working Drawings and Samples |
| 01370 | Schedule of Values |
| 01400 | Quality Control Services |
| 01600 | Material and Equipment |
| 01700 | Contract Closeout |
| 01720 | Project Record Documents |
| 01740 | Warranties and Bonds |

DIVISION 2 – SITE WORK

- 02010 Stormwater Pollution Prevention Plan
- 02050 Demolition
- 02100 Site Preparation
- 02200 Earthwork
- 02512 Concrete Curbs, Curbs and Gutters and Sidewalks

DIVISION 3 – CONCRETE WORK

| 03100 | Concrete Formwork |
|-------|-------------------------------|
| 03200 | Concrete Reinforcement |
| 03300 | Cast-In-Place Concrete |
| 03600 | Non-Shrink Grout |

DIVISION 4 – NOT USED

DIVISION 5 – STEEL WORK

| 05120 | Structural Steel |
|-------|--------------------------|
| 05500 | Metal Fabrication |

DIVISION 6 – WOOD WORK

06100 Rough Carpentry

DIVISION 7 THRU 13 – NOT USED

PART 5 – DRAWINGS (Bound Separately)

PART 1 – BIDDING REQUIREMENTS

MALCOLM PAGE

JIM MOODY

District 2

District 3

PAM FEAGLE District 4

2006-005-ENG

PATRICIA PATTERSON District 5



District 1

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 *Steinhatchee Boat Ramp Phase II*.

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 Steinhatchee Boat Ramp Phase II" to the Clerk of Court, 1st 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 December 18, 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 6:20 P.M. local time, or as soon thereafter as practical, on December 18, 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 November 30, 2011, 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.

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

INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

| ARTICLE 1 - DEFINED TERMS | 1 |
|--|----|
| ARTICLE 2 - COPIES OF BIDDING DOCUMENTS | |
| ARTICLE 3 - QUALIFICATIONS OF BIDDERS | 2 |
| ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE | 2 |
| ARTICLE 5 - PRE-BID CONFERENCE | |
| ARTICLE 6 - SITE AND OTHER AREAS | 4 |
| ARTICLE 7 - INTERPRETATIONS AND ADDENDA | 4 |
| ARTICLE 8 - BID SECURITY | |
| ARTICLE 9 - CONTRACT TIMES | |
| ARTICLE 10 - LIQUIDATED DAMAGES | |
| ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS | 5 |
| ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS | 6 |
| ARTICLE 13 - PREPARATION OF BID | |
| ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS | |
| ARTICLE 15 - SUBMITTAL OF BID | |
| ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID | |
| ARTICLE 17 - OPENING OF BIDS | |
| ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE | |
| ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT | 8 |
| ARTICLE 20 - CONTRACT SECURITY AND INSURANCE | |
| ARTICLE 21 - SIGNING OF AGREEMENT | 9 |
| ARTICLE 22 - SALES AND USE TAXES | |
| ARTICLE 23 - RETAINAGE | 10 |
| ARTICLE 24 - CONTRACTS TO BE ASSIGNED | 10 |
| | |

ARTICLE 1 - DEFINED TERMS

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

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

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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

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

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

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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

- [A. Valid Business/Contractor Licensing/Registration Information.]
- [B. Contractor/Sub-Contractor shall provide proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.]
- [C. <u>The successful Contractor and any subcontractors shall enroll in and be in compliance with the Department</u> of Homeland Security's E-Verify Employment Eligibility Verification system prior to contract execution.]

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

4.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

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

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

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

4.02 Underground Facilities

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

4.03 Hazardous Environmental Condition

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| 00200 - 2 |

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 at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;

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

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| 00200 - 3 |

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

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

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

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

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

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

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre Bid conference will be held at 10:00 a.m. local time on November 30, 2011, 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. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

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

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

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

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| 00200 – 4 |

answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

ARTICLE 8 - BID SECURITY

8.01 Bid security will be required for this project.

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

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

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

ARTICLE 9 - CONTRACT TIMES

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

ARTICLE 10 - LIQUIDATED DAMAGES

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

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

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

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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

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

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

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

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

ARTICLE 13 - PREPARATION OF BID

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 Lump Sum

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

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

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

ARTICLE 15 - SUBMITTAL OF BID

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

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

[G. Valid Business/Contractor Licensing/Registration Information

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 "*Sealed Proposal for Steinhatchee Boat Ramp Phase II*." 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

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

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

ARTICLE 17 - OPENING OF BIDS

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

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this bid solicitation at any time and waive any irregularities in the Bid process. Owner reserves the right to award

any contract to the respondent which it deems to offer the best overall service; therefore, Owner is not bound to award any contract based on the lowest quoted price. Owner, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest.

19.02 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

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 (State and Federal Longshoreman's), 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 Hold Harmless Agreement.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number

of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES

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

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

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

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

ARTICLE 23 - RETAINAGE

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

ARTICLE 24 - CONTRACTS TO BE ASSIGNED

24.01 Owner as "buyer" will execute a contract with the successful Bidder as "seller" for the procurement of goods and special services for <u>Steinhatchee Boat Ramp Phase II</u> project. 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 <u>Project</u> at <u>the Issuing Office</u>.

BID FORM

Steinhatchee Boat Ramp Phase II

2006-005-ENG

TABLE OF ARTICLES

| Article | Article No. |
|---------------------------------------|-------------|
| ARTICLE 1 - BID RECIPIENT | 1 |
| ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS | 1 |
| ARTICLE 3 – BIDDER'S REPRESENTATIONS | 1 |
| ARTICLE 4 – FURTHER REPRESENTATIONS | 2 |
| ARTICLE 5 – BASIS OF BID | 3 |
| ARTICLE 6 – TIME OF COMPLETION | 3 |
| ARTICLE 7 – ATTACHMENTS TO THIS BID | 3 |
| ARTICLE 8 – DEFINED TERMS | 4 |
| ARTICLE 9 – BID SUBMITTAL | 4 |
| | |

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- **3.01** In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No. Addendum Date

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- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures, 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

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| 00410 - 2 |

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) |
| Alternate No. 1 | | \$ |
| (Deduct) | (words) | (numerals) |
| Alternate No. 2 | | \$ |
| (Deduct) | (words) | (numerals) |
| Alternate No. 3 | | \$ |
| (Deduct) | (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)

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| 00410 - 3 |

- D. List of Project References
- E. Required Bidder Qualification Statement with Supporting Data

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) |
| | By:(Individual's signature) | |
| | Doing business as: | _ |
| <u>A Partne</u> | ership | |
| | Partnership Name: | (SEAL) |
| | By:(Signature of general partner attach evidence of authority to sign) | - |
| | Name (typed or printed): | _ |
| A Corpo | pration | |
| | 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: (CORP | ORATE SEAL) |
| | Attest | |
| | Date of Authorization to do business in <u>FLORIDA</u> is | |
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A Joint Venture

| Name of Joint Venture: | |
|---|--------|
| First Joint Venturer Name: | (SEAL) |
| By: |) |
| (Signature of first form venture partner attach evidence of authority to sign |) |
| Name (typed or printed): | |
| Title: | |
| Second Joint Venturer Name: | (SEAL) |
| By: | gn) |
| Name (typed or printed): | |
| Title: | |
| (Each joint venturer must sign. The manner of signing for each individual, j corporation that is a party to the joint venture should be in the manner indicated al | |
| 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:

Steinhatchee Boat Ramp Phase II Taylor County, Florida

Steinhatchee Boat Ramp Phase II Contract: The intent of this contract is to secure all labor and equipment required for the Steinhatchee Boat Ramp Phase II project in Taylor County, Florida. This project includes drainage, stormwater treatment, paving, curbing, sidewalks, fencing, striping, and signage, 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), <u>Florida Statutes</u>, 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 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), <u>Florida Statutes</u>, 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), <u>Florida Statutes</u>, 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), <u>Florida Statutes</u>, 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 <u>AND</u> (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_____, ____.

My commission expires:

NOTARY PUBLIC

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) ______ of _____, 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 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.

By:__

Signed, sealed and delivered in the presence of:

Witness

Witness

Print Name and Title

Signature

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:

Notary Public, State of Florida

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 |
|------------------------|----------|
|------------------------|----------|

Page 2

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:

Steinhatchee Boat Ramp Phase II, Taylor County, Florida. The intent of this contract is to secure all labor, materials and equipment required for construction of the Steinhatchee Boat Ramp Phase II, Taylor County, Florida. This project includes drainage, stormwater treatment, paving, curbing, sidewalks, fencing, striping, and signage, 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 prepared by:

Taylor County Engineering Division 201 East Green Street Perry, Florida 32347 Phone: 850-838-3500 Fax: 850-838-3501

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.

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ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 65 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 75 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:

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

(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.

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00520-2

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 <u>10th</u> 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. <u>90%</u> percent of Work completed (with the balance being retainage); and

b. <u>90%</u> 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 <u>90%</u> 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 <u>Ten percent (10%)</u> 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

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of $\underline{\text{Zero percent } (0\%)}$ 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.

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.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for L performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- The Contract Documents consist of the following: A.
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Performance and Payment bond.
 - Standard General Conditions. 3.
 - Supplementary Conditions. 4.
 - 5. Specifications as listed in the table of contents of the Project Manual.
 - Drawings consisting of 6 sheets with each sheet bearing the following general title: Steinhatchee Boat Ramp 6. Phase II [or] the Drawings listed on attached sheet index.
 - 7. Addenda (numbers <u>1</u> 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).
 - Contractor's and Subcontractor's Valid Business/Contractor Licensing/Registration Information ... С
 - 9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

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- 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 Other Provisions

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

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

| This Agreement will be effective on,, | _ (which is the Effective Date of the Agreement). |
|--|---|
| OWNER: | CONTRACTOR: |
| Taylor County Board of County Commissioners | |
| By: Jack R. Brown | Ву: |
| 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 | License No.:(Where applicable) |
| other documents authorizing execution of Owner-Contractor Agreement.) | 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: March 7, 2012

Project (Brief Description Including Location): *Steinhatchee Boat Ramp Phase II, Taylor County, Florida*. The intent of this contract is to secure all labor, materials and equipment required for construction of the Steinhatchee Boat Ramp Phase II, Taylor County, Florida. This project includes drainage, stormwater treatment, paving, curbing, sidewalks, fencing, striping, and signage, 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.

(Seal)

BIDDER

Bidder's Name and Corporate Seal

By: Signature and Title

Attest: Signature and Title

(Seal)

Surety's Name and Corporate Seal

By:

SURETY

Signature and Title (Attach Power of Attorney)

Attest: Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

- 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2.In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

- 3. This obligation shall be null and void if:
 - 3.1.Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2.All Bids are rejected by Owner, or
 - 3.3.Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

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

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

CONTRACT

Date:

Amount:

Description (Name and Location): *Steinhatchee Boat Ramp Phase II, Taylor County, Florida*. The intent of this contract is to secure all labor, materials and equipment required for construction of the Steinhatchee Boat Ramp Phase II, Taylor County, Florida. This project includes drainage, stormwater treatment, paving, curbing, sidewalks, fencing, striping, and signage, 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: | SURETY | |
|--|----------------------------------|--------|
| Signature: (Seal) | | (Seal) |
| Name and Title: | 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: | SURETY | |
| Signature: (Seal) | | (Seal) |
| Name and Title: | 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.

00610-1

STEINHATCHEE BOAT RAMP PHASE II

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;
 - 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:
 - 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.

FOR INFORMATION ONLY – Name, Address and Telephone Surety Agency or Broker Owner's Representative (engineer or other party) 6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
- 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance 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.

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): *Steinhatchee Boat Ramp Phase II, Taylor County, Florida*. The intent of this contract is to secure all labor, materials and equipment required for construction of the Steinhatchee Boat Ramp Phase II, Taylor County, Florida. This project includes drainage, stormwater treatment, paving, curbing, sidewalks, fencing, striping, and signage, 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: | | SURETY | |
|---|--------------|----------------------------------|--------|
| Signature: | (Seal) | | (Seal) |
| Name and Title: | | Surety's Name and Corporate Seal | |
| | | By: | |
| | | Signature and Title | |
| | | (Attach Power of Attorney) | |
| (Space is provided below for signatures of parties, if required.) | f additional | | |
| | | Attest: | |
| | | Signature and Title | |
| CONTRACTOR AS PRINCIPAL | | SURETY | |
| Company: | | | |
| Signature: | (Seal) | | (Seal) |
| Name and Title: | | 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.

STEINHATCHEE BOAT RAMP PHASE II

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:
 - 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
 - Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 - 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

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

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

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

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

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

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

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

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

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

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

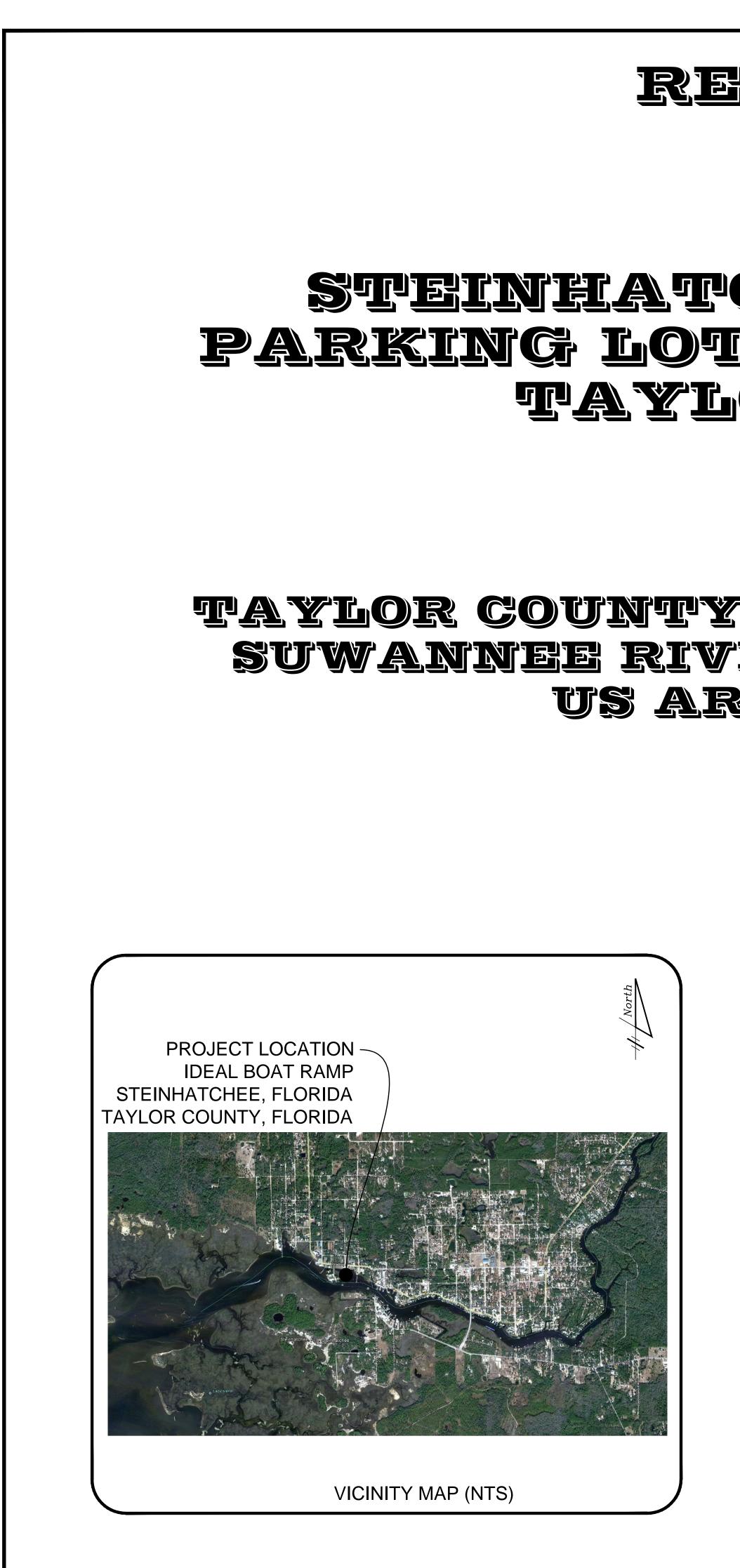
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

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

PART 5 – DRAWINGS (BOUND SEPARATELY)



REVIEW DOCUMENTS

FOR

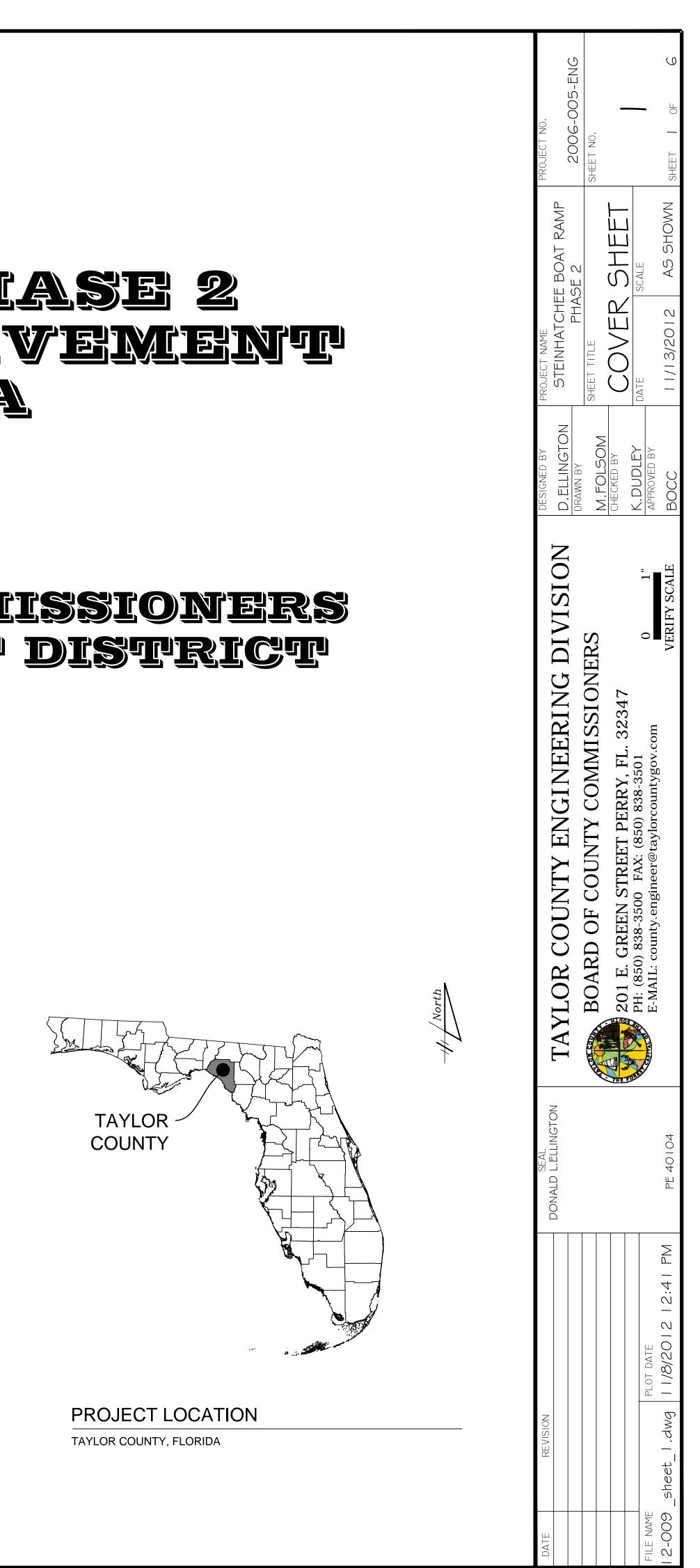
STEINHATCHEE BOAT RAMP PHASE 2 PARKING LOT & ACCESS DRIVE PAVEMENT TAYLOR COUNTY, FLORIDA

SUBMITTED TO:

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS SUWANNEE RIVER WATER MANAGEMENT DISTRICT US ARMY CORPS OF ENGINEERS

NOVEMBER 13, 2012

| (| | | | |
|---------------|-----------------------------------|--|--|--|
| DRAWING INDEX | | | | |
| SHEET NO. | DRAWING TITLE | | | |
| 1 | COVER SHEET | | | |
| 2 | GENERAL NOTES | | | |
| 3 | EXISTING CONDITIONS | | | |
| 4 | HORIZONTAL CONTROL AND SITE PLAN | | | |
| 5 | PAVING, GRADING AND DRAINAGE PLAN | | | |
| 6 | CONSTRUCTION DETAILS | | | |
| | | | | |



| | GENEI | RAL] | NOTES: | | | |
|-----|---|-------------------------------|---|---|--------------------|--|
| 1. | ALL PAVING, CURBING, SIDEWALK AND DR PER FDOT STANDARDS AND SPECIFICATION AND SHALL BE PRODUCED OR OBTAINED F | NS. MAT | TERIALS SHALL MEET FDOT | SPECIFICATIONS | THE CON TO (| |
| 2. | CONTRACTOR SHALL BRING TO THE ATTENTION OF THE ENGINEER ANY DISCREPANCIES BETWEEN ACTUAL FIELD CONDITIONS AND CONSTRUCTION PLANS BEFORE PROCEEDING WITH 1 CONSTRUCTION. | | | | | |
| 3. | ANY EXISTING BENCHMARKS ARE TO BE REESTABLISHED BY THE CONTRACTOR'S SURVEYOR, IF DISTURBED. | | | | | |
| 4. | ALL BORROW MATERIAL (OR EMBANKMENT NO. 505 AND SHALL BE FURNISHED BY THE OFF-SITE AREAS PROVIDED BY THE CONTR DIVISION. | E CONTR. | ACTOR FROM ON-SITE IF S | UITABLE OR FROM | | |
| 5. | THE CONTRACTOR SHALL STOCKPILE ALL C ACCEPTABLE TO THE COUNTY ENGINEERIN | | | E AREAS | | |
| 6. | ONLY THE EXCAVATION FOR PIPE TRENCHE WORK DAY SHALL BE EXCAVATED. NO OPE ALLOWED TO REMAIN AFTER WORK ENDS I | EN PIPE 7 | TRENCH OR ROADWAY EXC | AVATION WILL BE | 2. | |
| 7. | THE CONTRACTOR SHALL BE RESPONSIBLE MATERIALS NOT SALVAGED TO OWNER. EX FULLEST EXTENT POSSIBLE. REMAINING F APPROVED LOCATION FOR STOCKPILING. | XCESS FI | ILL MATERIAL SHALL BE UT | TILIZED TO THE OUNTY AT AN | 3. | |
| 8. | ALL DISTURBED AREAS SHALL BE STABILIZ | ZED BY S | ODDING (BERMUDA) AND | | 4. | |
| 9. | ALL WATER, EQUIPMENT, SUPPLIES, PRIME NECESSARY SURVEYING SHALL BE INCLUD WILL NOT SERVE AS JUSTIFICATION FOR A | ED IN BI | D PRICE(S). OMISSIONS H | BY CONTRACTOR | 5. | |
| 10. | ALL WELLS, CLEANOUTS, MANHOLE TOPS, APPURTENANCES WITHIN THE PROJECT LIN NECESSARY TO MATCH PROPOSED FINISH | MITS SHA | ALL BE PROTECTED AND AL | | | |
| 11. | CONTRACTOR IS RESPONSIBLE FOR ANY NECESSARY UTILITY FIELD LOCATION OR RELOCATION, AS REQUIRED, AND SHALL COORDINATE WITH UTILITY OWNERS (SEE BELOW). | | | | | |
| 12. | CONTRACTOR SHALL EXERCISE EXTREME CARE DURING THIS PROJECT AND SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR. | | | | | |
| 13. | CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF ALL SUPPLIES AND MATERIALS. | | | | | |
| 14. | THE SUCCESSFUL CONTRACTOR AND ANY SUBC WITH THE DEPARTMENT OF HOMELAND SECUR SYSTEM PRIOR TO CONTRACT EXECUTION. BEL http://www.uscis.gov/portal/site/uscis/menuitem | RITY'S E-V | ERIFY EMPLOYMENT ELIGIBILI | ITY VERIFICATION | | |
| | MAINTENANCE OF T | 'RAF | FIC BY CONTE | RACTOR | | |
| 1. | THE CONTRACTOR SHALL BE RESPONSIBLE PROTECTION OF HIS WORK FORCE THROUG | | | E OF TRAFFIC AND | 1. | |
| 2. | A MAINTENANCE OF TRAFFIC PLAN SHALL I WITH PART SIX OF THE MANUAL OF UNIFOR ROADWAY AND TRAFFIC DESIGN STANDAR WORKING HOURS ONLY. CONTRACTOR IS SIGNS, FLASHING LIGHTS, STRIPING AND MAINTENANCE OF TRAFFIC PLAN. | RM TRAF DS. ONI TO CHEC | FIC CONTROL DEVICES (M E TRAFFIC LANE MAY BE CL CK AND MAINTAIN ON A DA | UTCD) AND THE OSED DURING ALLY BASIS ALL | 2. | |
| 3. | | | | THE DEP/ | | |
| 4. | FUE CONTRACTORIS DOODOSED SECTENCE OF ODEDATIONS AND SDECTERC MAINTENIANCE OF | | | | CON http:/ | |
| 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 15 MILES PER HOUR, WITH APPROPRIATE TRAFFIC CONTROL. | | | | | |
| 6. | TEMPORARY LANES SHALL BE STABILIZED AND SUITABLE FOR ALL WEATHER CONDITIONS. | | | | | |
| 7. | AT LEAST ONE LANE OF BOAT RAMP SHALL REMAIN ACCESSIBLE AND USEABLE TO BOAT AND TRAILER TRAFFIC AT ALL TIMES. | | | | | |
| | UTILITY COMPANY: COMMUNICOM BELLSOUTH TRI-COUNTY ELECTRIC COOP. BIG BEND WATER AUTHORITY | CABLE TELEPH ELECTI | | TELEPHONE NUMBER: 800-881-9740 866-620-6000 352-498-5772 OR 850-973-8743 352-498-3576 | 8 | |
| | CONTRACTOR SHALL NOTIFY UTILITY OWN THROUGH SUNSHINE ONE CALL OF FLORID 811 OR 1-800-432-4770 AND UTILITY OWN LISTED ABOVE, 48 HOURS IN ADVANCE OF CONSTRUCTION AT THE JOB SITE. | DA, INC. NERS | ING | | | |

EROSION & SEDIMENTATION CONTROL

CONTRACTOR IS RESPONSIBLE FOR EROSION/SEDIMENTATION CONTROL PRACTICES DURING NSTRUCTION TO MINIMIZE ON-SITE EROSION/SEDIMENTATION AND TO PROTECT AGAINST DAMAGE OFF-SITE PROPERTY. THE FOLLOWING PRACTICES SHALL BE EMPLOYED:

- 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.
- TEMPORARY SEED AND MULCH SHOULD BE USED TO CONTROL ON-SITE EROSION WHEN IT IS NOT PRACTICAL TO ESTABLISH PERMANENT VEGETATION. PERMANENT VEGETATION SHALL BE PLACED AS EARLY AS POSSIBLE ON ALL SLOPES STEEPER THAN 5 (FT) HORIZONTAL TO 1 (FT) VERTICAL (IF APPLICABLE). SOD SHALL BE PINNED AS REQUIRED. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE MAINTAINED IN WORKING ORDER THROUGHOUT THE CONSTRUCTION PHASE. THE CONTRACTOR SHALL INSPECT AND REPAIR AS NECESSARY THE EROSION/SEDIMENTATION PROTECTION AT THE END OF EACH WORKING DAY.
- NOTE: EROSION/SEDIMENTATION CONTROL SHALL BE PLACED PRIOR TO ANY SITE EXCAVATION AND/OR FILLING AND SHALL REMAIN IN PLACE UNTIL SITE EXCAVATION IS COMPLETE AND VEGETATION ESTABLISHED.
- ALL SLOPES 3:1 OR STEEPER REQUIRE LAPPED OR PEGGED SOD.
- TURBIDITY BARRIERS PER FDOT INDEX 103 SHALL BE IN PLACE BEFORE ANY WORK EITHER IN OR OVER WATER SHALL BEGIN.
- 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.
- ALL SYNTHETIC BALES, SILT FENCE AND OTHER EROSION CONTROL MEASURES SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT.

SIGNAGE AND PAVEMENT MARKING

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.

MARKINGS SHALL BE AS PER FDOT INDEX NO. 17346 AND THESE PLANS.

E SUCCESSFUL CONTRACTOR AND ANY SUBCONTRACTORS SHALL ENROLL IN AND BE IN COMPLIANCE WITH THE PARTMENT OF HOMELAND SECURITY'S E-VERIFY EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM PRIOR TO NTRACT EXECUTION. BELOW IS THE WEBSITE ADDRESS FOR ENROLLING: ://www.uscis.gov/portal/site/uscis/menuitem

- COLLECTION.
- 2.
- 3. FOR APPROVAL.
- 4.
- 5.

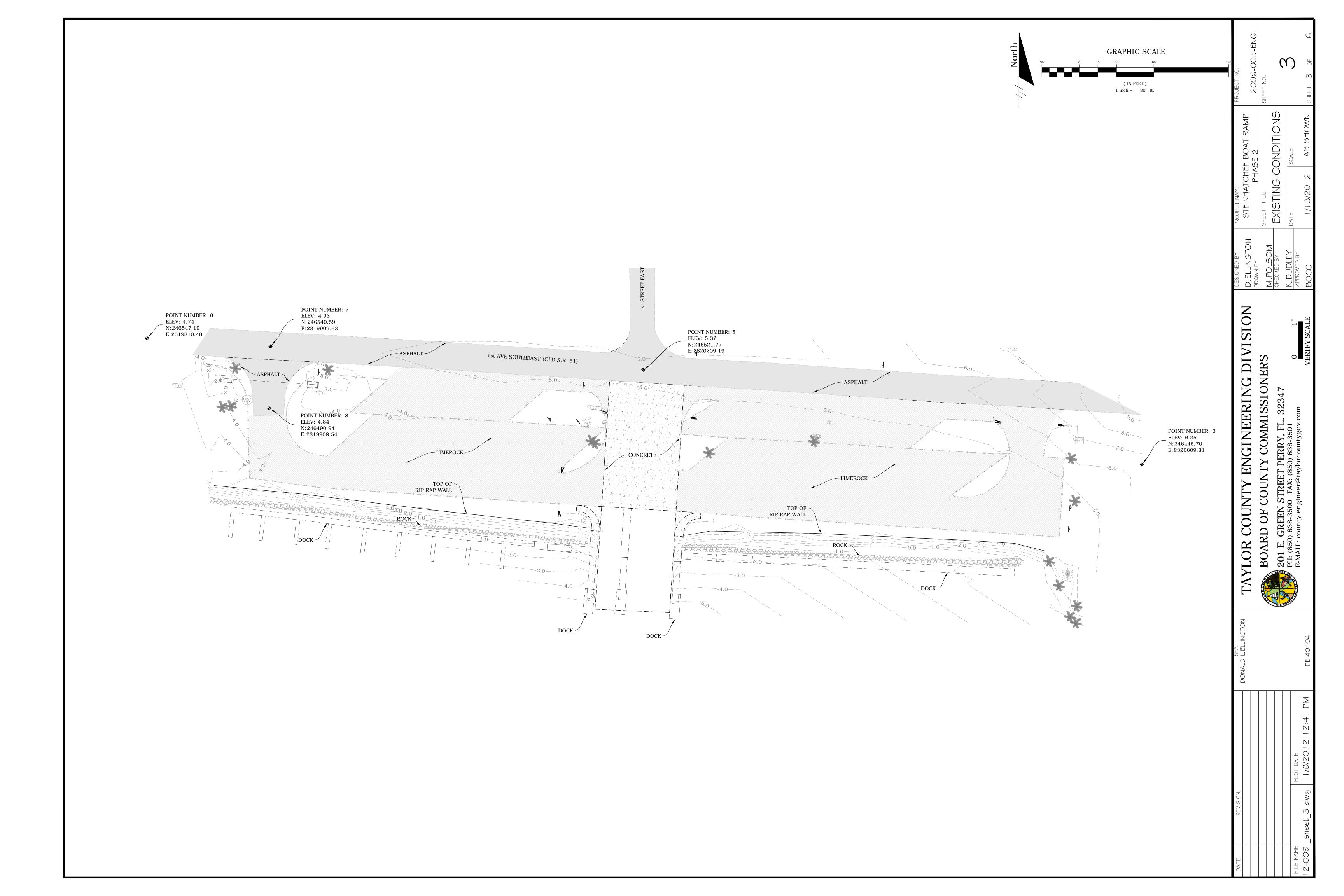
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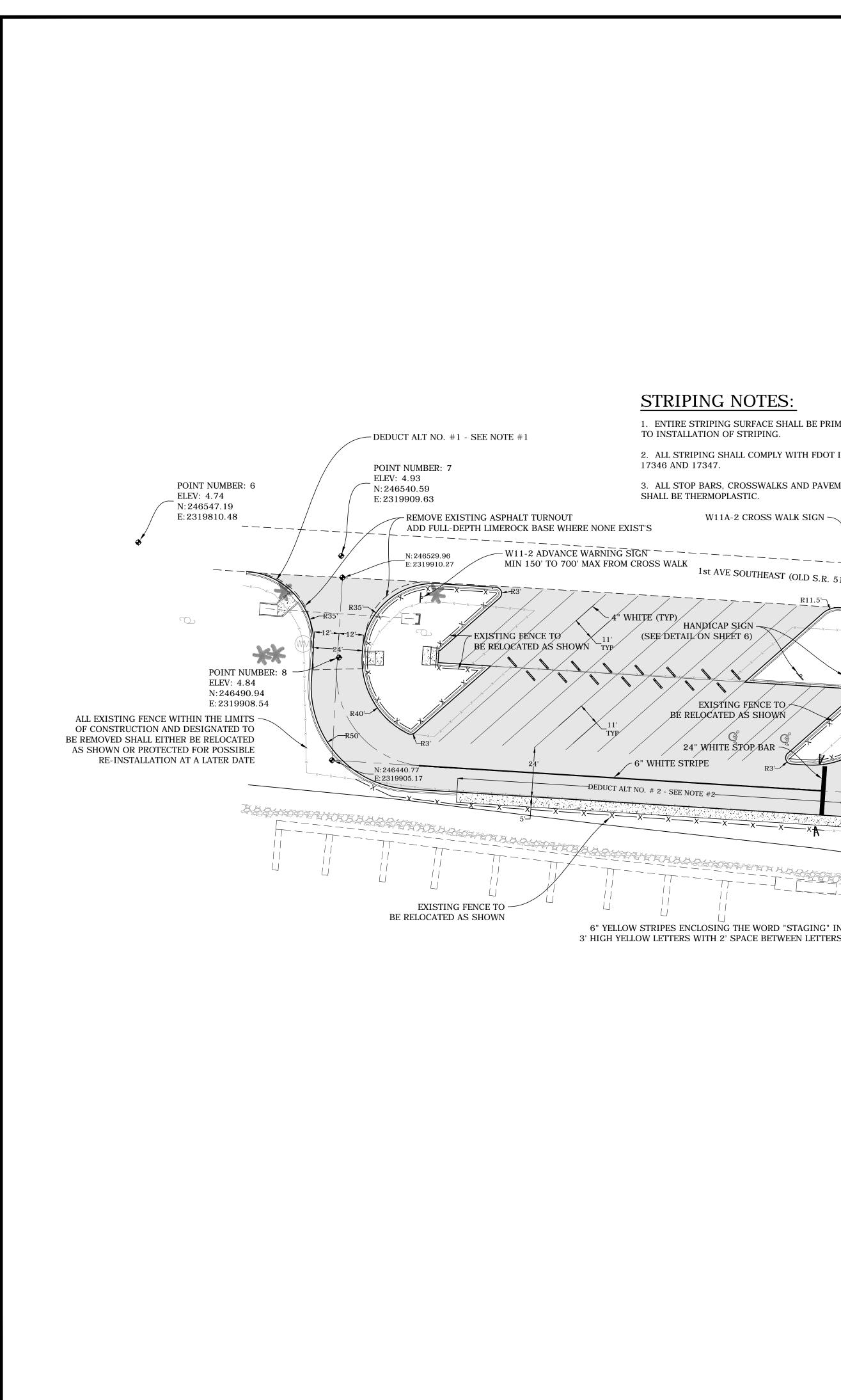
١ \mathbf{C} က RAN Ш D BOAT Ζ ШŊ AL \mathbb{N} Ш Ζ Ш Ш 5 T \bigcirc IGTON FLLIN FOL ΣE O'N' Ζ \mathbf{O} Η \mathbf{N} N 0 DI ER NG O SI NEERI \mathfrak{O} 32 Ń IMM FI 01 \bigcirc Π $\Sigma \infty$ C 83 83 Ζ \succ COUNT STREET 0 FAX: (85 gineer@tay ΓIJ COUNTY OF Ω AR TAYLOR BO 201 PH: (E-MA 13 \mathcal{T} ELECTRIC POWER POLE \sim **ROADWAY SIGN** \sim ____ SILT FENCE \triangle TRAVERSE POINT (PK NAIL AND CAP) FLOATING TURBIDITY BARRIER TEMPORARY BENCHMARK (ELEV = X.XX') EXISTING FENCE

- CURTAIN, ETC.)
- SHOWN).
- 3

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 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. 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 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. 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. 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). 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 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. CONSTRUCTION SEQUENCE 1. INSTALLATION OF MAINTENANCE OF TRAFFIC (MOT), EROSION CONTROL (SILT FENCE, TURBIDITY 2. REMOVE AND PROTECT EXISTING FENCE WITHIN LIMITS OF WORK (STORE FOR REUSE ON SITE AS CONSTRUCT DRAINAGE CONTROL STRUCTURES AND OUTFALL PIPES AS SHOWN. GRADE SITE AND CONSTRUCT IMPROVEMENTS AS SHOWN. 5. RE-INSTALL MORTISE FENCE AND SIGNS AS SHOWN, ADD NEW SIGNS AS REQUIRED, INSTALL PAVEMENT MARKINGS AND WHEEL STOPS. 6. SOD AND FERTILIZE DISTURBED AREAS OUTSIDE OF PAVEMENT AND CONCRETE. 7. REMOVE EROSION CONTROL AND MOT. DRAWING LEGEND

| ۲ | FOUND IRON ROD |
|-------------|---------------------------------------|
| 0 | FOUND IRON PIPE |
| P | PHONE PEDESTAL |
| \boxtimes | WATER METER AND BOX |
| ev ₩V | EXISTING GAS (OR WATER) VALVE AND BOX |
| S | COLLECTION CHAMBER MANHOLE |
| © | CLEAN OUT |





STRIPING NOTES: 1. ENTIRE STRIPING SURFACE SHALL BE PRIMED PRIOR TO INSTALLATION OF STRIPING. - RESTRIPE EXISTING CROSSWALK ΕA 12" WHITE STRIPE 2. ALL STRIPING SHALL COMPLY WITH FDOT INDEX NO.'S Ē 17346 AND 17347. POINT NUMBER: 5 ELEV: 5.32 3. ALL STOP BARS, CROSSWALKS AND PAVEMENT MESSAGING N:246521.77 st SHALL BE THERMOPLASTIC. E:2320209.19 W11A-2 CROSS WALK SIGN -- CROSS WALK STRIPING AND SIGNAGE PER MUTCD 3.4 UNSIGNALIZED INTERSECTION - UNCONTROLLED APPROACHES W11A-2 CROSS WALK SIGN - 24" WHITE STOP BAR 1st AVE SOUTHEAST (OLD S.R. 51) N:246511.28 _____ E:2320211.97 Į -R1-1 STOP SIGN 29.87 R11.5'-AND "DO NOT ENTER" - EXISTING FENCE TO BE RELOCATED AS SHOWN -R11.5' SIGNAGE E #R35' HANDÍCAP SIGN -(SEE DETAIL ON SHEET 6) <u>~15</u> __ ₄ EXISTING FENCE TO () BE RELOCATED AS SHOWN —x⁄-× 24" WHITE STOP BAR -R3' EXISTING 60 CONCRETE APRON **_**R40' :246421.93 E:2320206.45 🚞 PARTER PROPORTION AND A PARTICIPALITY 6" YELLOW STRIPES ENCLOSING THE WORD "STAGING" IN 3' HIGH YELLOW LETTERS WITH 2' SPACE BETWEEN LETTERS

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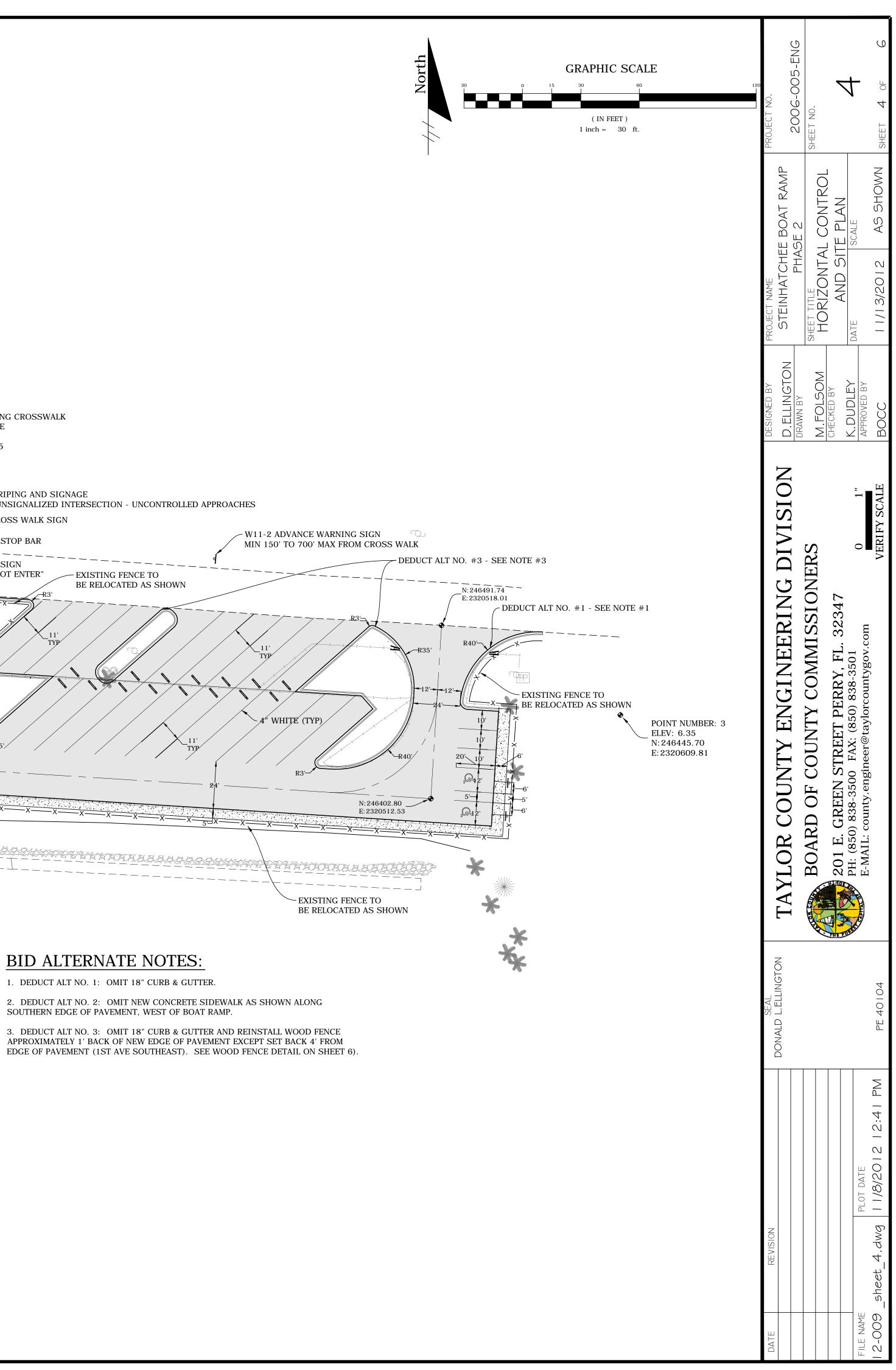
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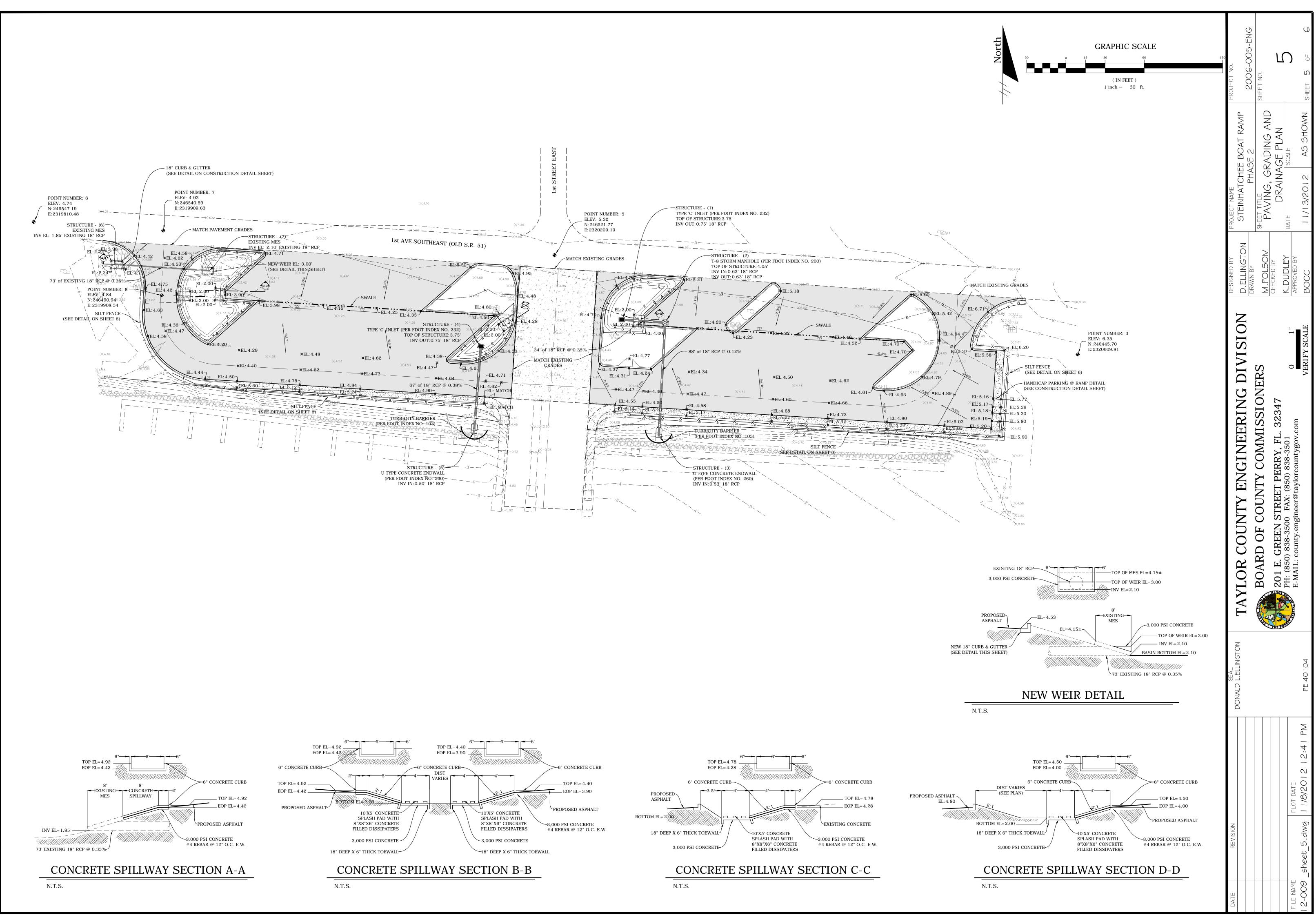
BID ALTERNATE NOTES:

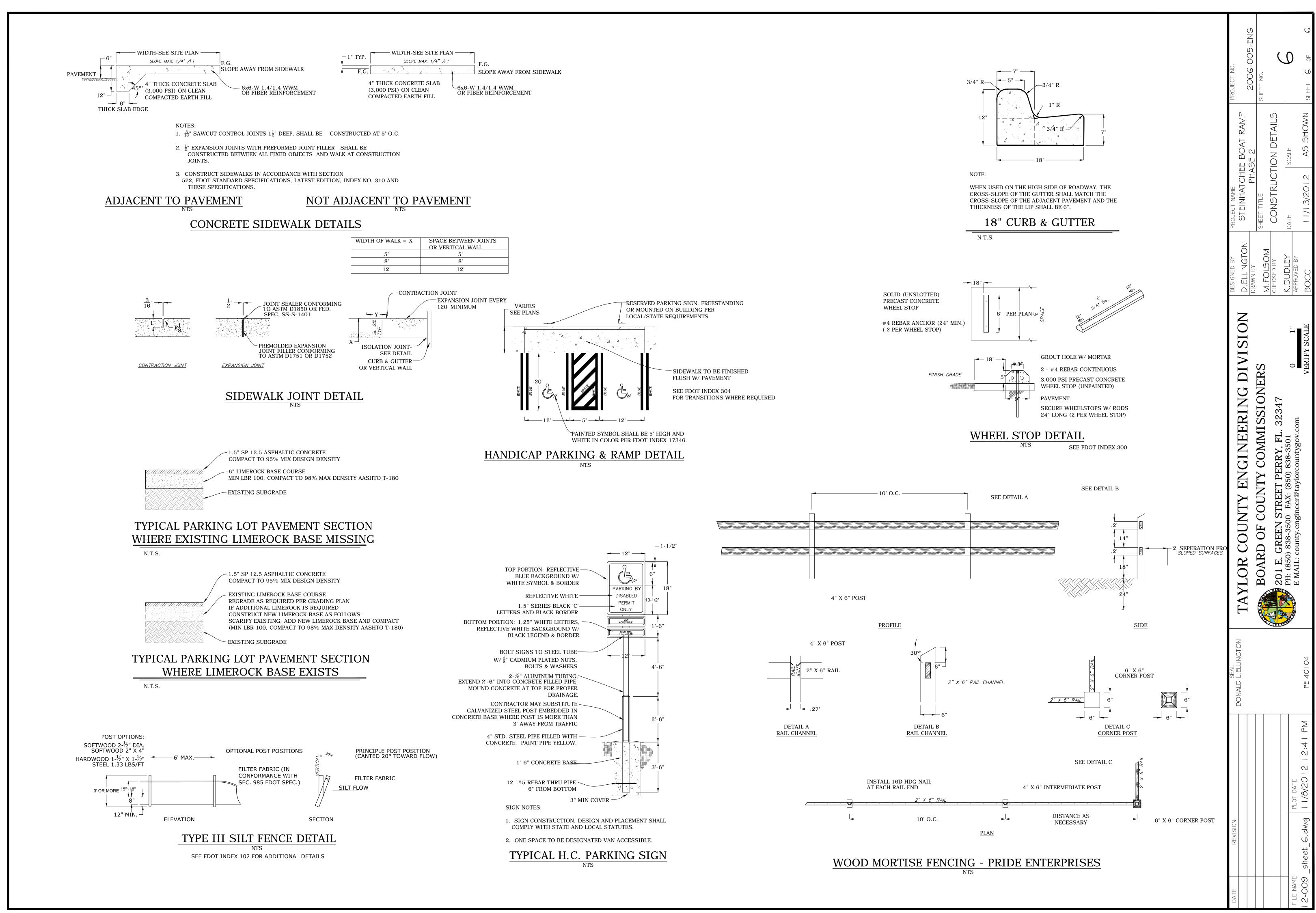
1. DEDUCT ALT NO. 1: OMIT 18" CURB & GUTTER.

2. DEDUCT ALT NO. 2: OMIT NEW CONCRETE SIDEWALK AS SHOWN ALONG SOUTHERN EDGE OF PAVEMENT, WEST OF BOAT RAMP.

3. DEDUCT ALT NO. 3: OMIT 18" CURB & GUTTER AND REINSTALL WOOD FENCE APPROXIMATELY 1' BACK OF NEW EDGE OF PAVEMENT EXCEPT SET BACK 4' FROM EDGE OF PAVEMENT (1ST AVE SOUTHEAST). SEE WOOD FENCE DETAIL ON SHEET 6).







TAYLOR COUNTY BOARD OF COMMISSIONERS County Commission Agenda Item

SUBJECT/TITLE:

BOARD TO REVIEW AND APPROVE ADVERTISING FOR THE WIDENING/RESURFACING OF HOLT ROAD (CR 30A) UNDER THE SECONDARY ROADS IMPROVEMENT PLAN.

MEETING DATE REQUESTED: November 20, 2012

Statement of Issue:

The Engineering Division is requesting approval to advertise a Request for Proposals for the improvements to Holt Rd (CR 30A) under the Secondary Roads Improvement Plan.

Recommended Action:

The Board should approve soliciting RFPs for the proposed scope of work. Subsequent approval of received proposals will be contingent upon available funding.

Fiscal Impact:FISCAL YR 2013 - TBDBudgeted Expense:YESSubmitted By:ENGINEERING DIVISIONContact:COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board has requested that the Engineering Division prepare construction plans and specifications for the widening and resurfacing of Holt Rd (CR 30A) under the Secondary Roads Improvement Plan. These plans and specifications will be incorporated into a Request for Proposals (RFP) that will be advertised upon receiving Board approval. It is intended that proposals be received at the January 7, 2013 regular Board meeting.

This roadway improvement project consists of furnishing all needed materials, equipment, labor and supervision to widen and resurface the approximate 1.3-miles of roadway from its existing 9 foot lanes to 12 foot lanes. 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.

Options:

- 1) Approve the request to advertise for RFPs.
- 2) Deny the request to advertse for RFPs and state reasons for such denial.

Attachments:

Copy of RFP

Construction Plans (Roadway Plan Views and Details)

Holt Road (CR 30A) Widening/Resurfacing Project Taylor County, Florida 2012-004-ENG

November 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

TABLE OF CONTENTS

PART 1 - BIDDING REQUIREMENTS

Invitation to Bid Instructions to Bidders Bid Forms Hold Harmless, Release and Indemnity Agreement Public Entity Crimes Statement Non-Collusion Affidavit

PART 2 - CONTRACT FORMS

Agreement between Owner and Contractor Bid Bond Performance and Payment Bond

PART 3 – CONDITIONS OF THE CONTRACT

Standard General Conditions Supplementary Conditions

PART 4 – SUPPLEMENTAL SPECIFICATIONS

PART 5 – DRAWINGS (Bound Separately)

PART 1 – BIDDING REQUIREMENTS

Y

PAM FEAGLE District 4 2012-004-ENG

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

JODY DEVANE

District 3

CONRAD C. BISHOP, J.R., 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 *Holt Road Widening/Resurfacing*.

Qualified firms or individuals desiring to provide the required products or services must submit <u>five (5)</u> packages in a sealed envelope or similar package marked "<u>Sealed Proposal for Holt</u> <u>Road Widening/Resurfacing</u>" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347 or P.O. Box 620, Perry, Florida 32348, to arrive no later than <u>4:00 P.M.</u>, local time, on January 7, 2013. All Proposals <u>MUST</u> 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 <u>6:15 P.M.</u> local time, or as soon thereafter as practical, on January 7, 2013, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

RFP information <u>MUST</u> 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 Wednesday, December 19, 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

TABLE OF CONTENTS

| ARTICLE 1 - DEFINED TERMS | |
|--|------|
| ARTICLE 2 - COPIES OF BIDDING DOCUMENTS | . 1 |
| ARTICLE 3 - QUALIFICATIONS OF BIDDERS | .2 |
| ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE | .2 |
| ARTICLE 5 - PRE-BID CONFERENCE | |
| ARTICLE 6 - SITE AND OTHER AREAS | |
| ARTICLE 7 - INTERPRETATIONS AND ADDENDA | .4 |
| ARTICLE 8 - BID SECURITY | |
| ARTICLE 9 - CONTRACT TIMES | |
| ARTICLE 10 - LIQUIDATED DAMAGES | .5 |
| ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS | .5 |
| ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS | |
| ARTICLE 13 - PREPARATION OF BID | |
| ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS | |
| ARTICLE 15 - SUBMITTAL OF BID | |
| ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID | |
| ARTICLE 17 - OPENING OF BIDS | |
| ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE | |
| ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT | |
| ARTICLE 20 - CONTRACT SECURITY AND INSURANCE | |
| ARTICLE 21 - SIGNING OF AGREEMENT | .9 |
| ARTICLE 22 - SALES AND USE TAXES | |
| ARTICLE 23 - RETAINAGE | . 10 |
| ARTICLE 24 - CONTRACTS TO BE ASSIGNED | . 10 |
| | |

ARTICLE 1 - DEFINED TERMS

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

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

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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

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

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

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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

- [A. Valid Business/Contractor Licensing/Registration Information]
- [B. <u>Proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.]</u>

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

- 4.01 Subsurface and Physical Conditions
 - A. The Supplementary Conditions identify:

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

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

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

4.02 Underground Facilities

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

4.03 Hazardous Environmental Condition

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

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| 00200 - 2 |

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 at the General Conditions, and (2) reports and 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;

EJCDC C-200 Suggested Instructions to Bidders for Construction Contracts Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved. 00200 - 3 G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

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

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

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

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

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-Bid conference will be held at 10:00 a.m. local time on Wednesday, December 19, 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

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

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

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

EJCDC C-200 Suggested Instructions to Bidders for Construction Contracts Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved. 00200-4 7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

8.01 Bid security will be required for this project.

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

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

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

ARTICLE 9 - CONTRACT TIMES

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

ARTICLE 10 - LIQUIDATED DAMAGES

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

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

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

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

EJCDC C-200 Suggested Instructions to Bidders for Construction Contracts Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved. 00200-5 12.01 If the Bid Form or Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

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

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

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

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

ARTICLE 13 - PREPARATION OF BID

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

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

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

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

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

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

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| 00200 - 6 |

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

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

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

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

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

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 Lump Sum

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

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

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

ARTICLE 15 - SUBMITTAL OF BID

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

- [A. <u>Bid Bond (5%)</u>]
- [B. Certificates of Liability Insurance or Agency Statement]
- [C. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State]
- [D. <u>Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)</u>]
- [E. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a)]
- [F. <u>Non-Collusion Affidavit</u>
- [G. <u>Proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.</u>]

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

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

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

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

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

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

ARTICLE 17 - OPENING OF BIDS

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

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

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

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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

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

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

ARTICLE 21 - SIGNING OF AGREEMENT

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

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| 00200 – 9 |

ARTICLE 22 - SALES AND USE TAXES

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

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

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

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

ARTICLE 23 - RETAINAGE

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

ARTICLE 24 - CONTRACTS TO BE ASSIGNED

24.01 Owner as "buyer" will execute a contract with the successful Bidder as "seller" for the procurement of goods and special services for <u>Holt Road (CR 30A) Widening/Resurfacing</u>. 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 <u>Project</u> at <u>the Issuing Office</u>.

BID FORM

Holt Road (CR 30A) Widening/Resurfacing

2012-004-ENG

TABLE OF ARTICLES

Article No.

| | Article N |
|---------------------------------------|-----------|
| ARTICLE 1 – BID RECIPIENT | |
| ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS | 1 |
| ARTICLE 3 - BIDDER'S REPRESENTATIONS | 1 |
| ARTICLE 4 – FURTHER REPRESENTATIONS | |
| ARTICLE 5 – BASIS OF BID | 3 |
| ARTICLE 6 - TIME OF COMPLETION | 3 |
| ARTICLE 7 - ATTACHMENTS TO THIS BID | 3 |
| ARTICLE 8 – DEFINED TERMS | 4 |
| ARTICLE 9 – BID SUBMITTAL | 4 |
| | |

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No. Addendum Date

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00410 - 1

- 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, 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

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| 00410 - 2 | |

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 | | \$ <u></u> |
|--------------------------|---------|------------|
| | (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 Bidd | er is: | |
| An Ind | ividual | |
| | Name (typed or printed): | |
| | By:(Individual's signature) | (SEAL) |
| | Doing business as: | |
| <u>A Partr</u> | nership | |
| | Partnership Name: | (SEAL) |
| | By:(Signature of general partner attach evidence of authority to sign) | |
| | Name (typed or printed): | |
| A Corp | poration | |
| | Corporation Name: | (SEAL) |
| | State of Incorporation: Type (General Business, Professional, Service, Limited Liability): | |
| | By: | |
| | Name (typed or printed): | |
| | Title: (COB | RPORATE SEAL) |
| | Attest | |
| | Date of Authorization to do business in <i>FLORIDA</i> is | |

2012-004-ENG

A Joint Venture

| Name of Joint Venture: | | |
|--------------------------------------|---|--------|
| First Joint Venturer Name: | | (SEAL) |
| By: | ure partner attach evidence of authority to sign | |
| (Signature of first joint venti | ure partner attach evidence of authority to sign, |) |
| Name (typed or printed): | | |
| Title: | | |
| Second Joint Venturer Name: | | (SEAL) |
| By: (Signature of second joint ve | enture partner attach evidence of authority to si | gn) |
| | | |
| Title: | | |
| | The manner of signing for each individual, joint venture should be in the manner indicated al | |
| | | |
| | _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:

Holt Road (CR 30A) Widening/Resurfacing Taylor County, Florida

Holt Road (CR 30A) Widening/Resurfacing Contract: The intent of this contract is to secure all labor and equipment required for the Holt Road (CR 30A) 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), <u>Florida Statutes</u>, 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 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), <u>Florida Statutes</u>, 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), <u>Florida Statutes</u>, 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), <u>Florida Statutes</u>, 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 <u>AND</u> (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)

NOTARY PUBLIC

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_____, _____.

| M | 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 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.

By:__

Signed, sealed and delivered in the presence of:

Witness

Witness

Print Name and Title

Signature

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:

Notary Public, State of Florida

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:

Holt Road (CR 30A), 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.

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00520-1

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 <u>120</u> 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 <u>130</u> 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 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 of the FDOT Standard Specifications for each day that expires of the formation 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 of the formation 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 of the formation 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 of the formation 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

EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Copyright 2002 National Society of Professional Engineers for EJCDC. All rights reserved. 00520-2 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 <u>10th</u> 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. <u>90%</u> percent of Work completed (with the balance being retainage); and

b. <u>90%</u> 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 <u>90%</u> 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 <u>Ten percent (10%)</u> 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.

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 <u>92</u> sheets with each sheet bearing the following general title: <u>Holt Road (CR 30A)</u> <u>Widening/Resurfacing</u> [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.

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- 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

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00520-5

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

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 ______, 2013 (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 comparation attach avidence of outhority to sign. If Owner | License No.: |
| (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.) | (Where applicable) |
| | Agent for service or process: |
| | |

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

00520-6

BID BOND

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

BIDDER (Name and Address):

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

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

BID

Bid Due Date: January 7, 2013

Project (Brief Description Including Location): Holt Road (CR 30A), 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

Bidder's Name and Corporate Seal

By: Signature and Title

Attest: Signature and Title

Surety's Name and Corporate Seal

By:

SURETY

Signature and Title (Attach Power of Attorney)

Attest: _______ Signature and Title

Note: Above addresses are to be used for giving required notice.

EJCDC NO. C-435 (2002 Edition)

00435-1

(Seal)

(Seal)

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): Holt Road (CR 30A), Taylor County, Florida. Holt Road (CR 30A), 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: | | SURETY | |
|--|---------------|----------------------------------|--------|
| Signature: | (Seal) | | (Seal) |
| Name and Title: | | Surety's Name and Corporate Seal | |
| | | By: | |
| | | Signature and Title | |
| | | (Attach Power of Attorney) | |
| (Space is provided below for signatures parties, if required.) | of additional | | |
| | | Attest: | |
| | | Signature and Title | |
| CONTRACTOR AS PRINCIPAL Company: | | SURETY | |
| Signature: | (Seal) | | (Seal) |
| Name and Title: | 、 , | 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.

00610-1

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:
 - 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.

FOR INFORMATION ONLY – Name, Address and Telephone Surety Agency or Broker Owner's Representative (engineer or other party) 6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
- 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance 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 Surger years of 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.

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): Holt Road (CR 30A), Taylor County, Florida. Holt Road (CR 30A), 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: | | SURETY | |
|---|-----------|----------------------------------|--------|
| Signature: | (Seal) | | (Seal) |
| Name and Title: | | Surety's Name and Corporate Seal | |
| | | By: | |
| | | Signature and Title | |
| | | (Attach Power of Attorney) | |
| (Space is provided below for signatures of a parties, if required.) | dditional | | |
| I , I , | | Attest: | |
| | | Signature and Title | |
| CONTRACTOR AS PRINCIPAL | | SURETY | |
| Company: | | | |
| Signature: | (Seal) | | (Seal) |
| Name and Title: | | 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:
 - 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
 - Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 - 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

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

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

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

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

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

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

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

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

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

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

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

15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

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

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:

| а. | State | Statutory |
|------------|---|-----------|
| <i>b</i> . | Applicable Federal (e.g., Longshoreman's) | Statutory |
| С. | Employer's Liability | \$100,000 |

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

| а. | General Aggregate | \$1,000,000 |
|------------|--|-------------------------|
| <i>b</i> . | Products – Completed Operations Aggregate | \$1,000,000 |
| с. | Personal and Advertising Injury | \$1,000,000 |
| <i>d</i> . | Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000 |
| е. | Property Damage liability insurance will provide Explosion | n, Collapse, and Under- |
| | ground coverages where applicable. | |
| f. | Excess or Umbrella Liability | |

Excess or Umbrella Liability1)General Aggregate\$1,000,0002)Each Occurrence\$1,000,000

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

| а. | Bodily Injury: | |
|------------|--------------------------|-------------|
| | 1) Each person | \$1,000,000 |
| | 2) Each Accident | \$1,000,000 |
| <i>b</i> . | Property Damage: | |
| | 1) Each Accident | \$ 500,000 |
| С. | 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:

| а. | 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.

- 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 Holt Road (CR 30A) 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. The Performance Bond for this project may be reduced to 75% of the contract amount after completion of the first year of warranty and then further reduced to 50% for the final year.
- 5. All materials used shall meet all requirements of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and methods of construction shall meet all requirements of the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition. Materials testing for this project shall be performed by an independent properly licensed testing lab selected by the Contractor with approval of the County and compensated by the Contractor. Results of required testing shall be forwarded and approved prior to covering work and prior to acceptance for payment.
- 6. The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout shall be done using competent and experienced personnel under the supervision of a Land Surveyor registered in the State of Florida at the Contractor's expense. Control points established by the Owner and disturbed by the Contractor will be replaced by the Contractor at his expense. Survey monuments or markers which will be removed by construction shall be properly referenced to the right-of-way line prior to

removal. Reference 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-perminute 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.



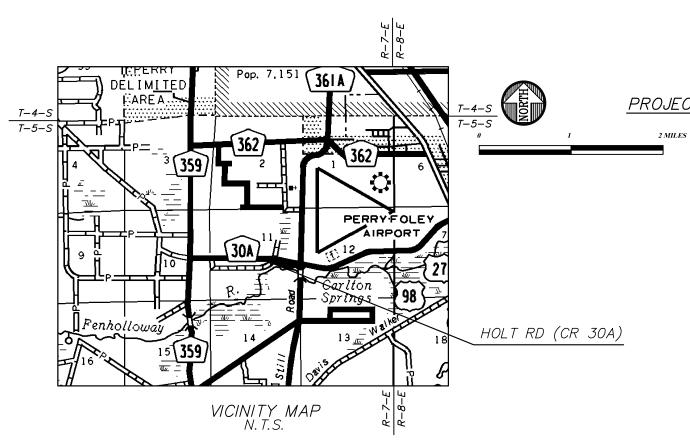
TATLOR COUNTY BOARD OF COUNTY COMMISSIONERS

HOLT ROAD (CR 30A) CONTRACT PLANS WIDENING/RESURFACING PLANS

TAYLOR COUNTY PROJECT NO. 2012-004-ENG

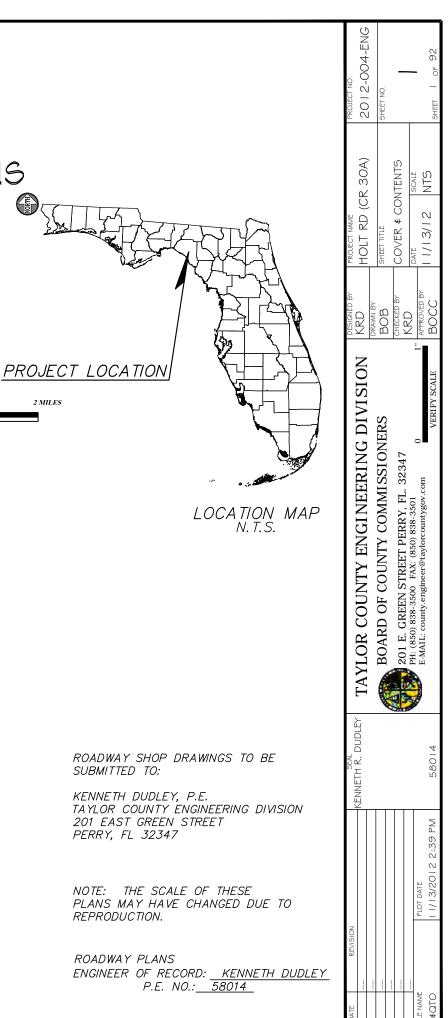
PLAN INDEX

| SHEET | DESCRIPTION |
|----------|---------------------------------------|
| 1 | COVER AND CONTENTS OF SET |
| 2 | GENERAL NOTES |
| 3~4 | TYPICAL SECTION |
| 5~9 | SUMMARY OF QUANTITIES |
| 10~24 | PLAN & PROFILE |
| 25~80 | CROSS SECTIONS |
| S-1 | SIGNAGE SCHEDULE |
| S-2 | STRIPING PLAN |
| S-3~S-10 | SIGNING AND PAVEMENT MARKINGS |
| TC-1 | TRAFFIC CONTROL |
| SWPP-1 | STORM WATER POLLUTION PREVENTION PLAN |



| LENGTH OF PROJECT | | | | |
|-------------------------|-------------|-------|--|--|
| | LINEAR FEET | MILES | | |
| ROADWAY | 6,760 | 1.28 | | |
| BRIDGES | 0.00 | 0.00 | | |
| NET LENGTH OF PROJECT | 6,760 | 1.28 | | |
| EXCEPTIONS | 0.00 | 0.00 | | |
| GROSS LENGTH OF PROJECT | 6,760 | 1.28 | | |

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.



GENERAL NOTES

- ALL ROADWAY AND DRAINAGE CONSTRUCTION AND MATERIALS SHALL BE PER FDOT 1 STANDARDS AND SPECIFICATIONS. MATERIALS SHALL MEET FOOT SPECIFICATIONS AND SHALL BE PRODUCED OR OBTAINED FROM AN FDOT APPROVED SOURCE. MATERIALS NOT COVERED UNDER THE STANDARD FDOT SPECIFICATIONS SHALL MEET THE REQUIREMENTS MITHIN THESE PLANS AND THE RESPECTIVE MANUFACTURER.
- 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.
- ANY EXISTING BENCHMARKS ARE TO BE REESTABLISHED BY THE CONTRACTOR'S З. SURVEYOR. IF DISTURBED.
- 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 FOOT ROAD AND BRIDGE CONSTRUCTION STANDARDS AND SPECIFICATIONS AS DETERMINED NECESSARY AND DIRECTED BY THE COUNTY ENGINEERING DIVISION. SEE FDOT INDEX NO. 500 & 505.
- 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 5.
- 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.
- 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 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 FOOT 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 UNPAVED COUNTY ROADS ARE TO BE PAVED TO THE R/W LINE OR AS SHOULDER. 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 YPICAL ROADWAY MODIFICATION SECTION FOR SOD LOCATIONS)
- 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 13. APPROVAL OF ADDITIONAL COMPENSATION.
- 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.
- 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 COOSSOVER, 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.
- ALL ITEMS AS SHOWN ON THE PLANS MAY BE INCREASED, DECREASED OR OMITTED AS DIRECTED BY THE COUNTY ENGINEERING DIVISION OR THE AUTHORIZED REPRESENTATIVE. 17.
- ALL WELLS, CLEANOUTS, MANHOLE TOPS, PULL BOX COVERS AND OTHER UTILITY APPURTENANCES WITHIN THE PROJECT LIMITS SHALL BE PROTECTED AND ADJUSTED WHERE NECESSARY TO MATCH PROPOSED FINISH GRADES.
- 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.
- 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: | TELEPHONE NUMBER: |
|-----------------------------------|-------------------|---------------------|---------------------|
| COMCAST | CABLE TELEVISION | PHIL CARTER | 850-251-7846 |
| GTCOM, INC./FAIR POINT | TELEPHONE | RANDY NEWMAN | 850-584-0900 |
| MCI WORLDCOM / VERIZON | TELEPHONE | JOHN McNEAL | 904-355-0187 |
| BROADWING COMMUNICATIONS | TELEPHONE | KEVIN MEANS | 352-317-6227 |
| TRI-COUNTY ELECTRICAL COOPERATIVE | ELECTRIC | CARL HACKLE | 1-800-999-2285 X248 |
| PROGRESS ENERGY | ELECTRIC | MIKE WELLER | 352–694–8531 |
| CITY OF PERRY | GAS, SEWER, WATER | BARNEY JOHNSON, JR. | 850-584-7161 |

MAINTENANCE OF TRAFFIC BY CONTRACTOR

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SAFE PASSAGE OF TRAFFIC AND PROTECTION OF HIS WORK FORCE THROUGHOUT THE PROJECT.
- A MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED BY THE CONTRACTOR IN ACCORDANCE WITH PART SIX OF THE MANUAL OF UNIFORM TRAFFIC CONTROL 2. 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.
- 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. 3.
- 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.
- UNLESS SPECIFICALLY AUTHORIZED BY THE COUNTY ENGINEERING DIVISION, THE 5 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.
- ALL ABOVE GROUND OBSTRUCTIONS WITHIN THE CLEAR ZONE = 18' (FT) OF 6. TEMPORARY OR PERMANENT LANES SHALL BE MARKED AND POTECTED 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
- TEMPORARY LANES SHALL BE STABILIZED AND SUITABLE FOR PASSENGER VEHICLES DURING ALL WEATHER CONDITIONS. 7.

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:

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.

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 EROSION/SEDIMENTATION PROTECTION AT THE END OF EACH WORKING DAY.

- NOTE: EROSION/SEDIMENTATION CONTROL SHALL BE PLACED PRIOR TO ANY SITE EXCAVATION AND/OR FILLING AND SHALL REMAIN IN PLACE UNTIL SITE EXCAVATION IS COMPLETE AND VEGETATION ESTABLISHED.
- 2. ALL SLOPES STEEPER THAN 3H: 1V REQUIRE LAPPED OR PEGGED SOD.
- ALL INLET STRUCTURES AND PIPES SHALL BE PROTECTED FROM SILTATION BY .3 CONSTRUCTING INFET PROTECTION AS DEFINED IN THE EDOT STANDARDS
- PERMANENT VEGETATIVE STABILIZATION SHALL BE APPLIED ON FINE GRADED SITES AS SOON AS PRACTICAL. TEMPORARY SEEDING SHOULD BE EMPLOYED TO PREVENT 4. EXPOSURE OF BARREN SOILS UNTIL PERMANENT VEGETATION CAN BE APPLIED.
- ALL SYNTHETIC BALES, SILT FENCE AND OTHER EROSION CONTROL MEASURES SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT ONCE VEGETATION IS 5. ESTABLISHED

MISCELLANEOUS NOTES

- 1 PERFORMANCE TURF, SOD TYPE SHALL BE BERMUDA FOR THE ENTIRE PROJECT.
- BURNING OF MATERIALS AND/OR DEBRIS AS A MEANS OF DISPOSAL IS PROHIBITED 2. WITHIN THE LIMITS OF THE PROJECT.
- 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 З.
- REGRADE SIDE DITCHES TO LIMITS SHOWN OR 25 FEET MINIMUM TO PROVIDE SMOOTH TRANSITION WITH EXISTING FLOW LINES.

GOVERNING SPECIFICATIONS

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PFRMITTED.

ASPHALT: SECTION 330 AND 334 OF FDOT SPECIFICATIONS, LATEST EDITION

- PREPAR MILLING: SECTION 327 OF EDOT SPECIFICATIONS, LATEST EDITION THE TIME COORDIN BASE: SECTION 200 ~ 290 OF FDOT SPECIFICATIONS. LATEST EDITION SIGNAGE 2 SUBGRADE: SECTION 160 OF FDOT SPECIFICATIONS, LATEST FDITION THESE I GRASSING: SECTION 570 OF FDOT SPECIFICATIONS. LATEST EDITION FDOT DE 3. SIGNS SODDING: SECTION 570 OF FDOT SPECIFICATIONS, LATEST EDITION OF TRAVEL STRIPES & MARKINGS: SECTION 710 & 711 OF FDOT SPECIFICATIONS, LATEST SECTION ALL PAV RETROFLECTIVE PAVEMENT MARKERS - SECTION 706 AND 970 OF FDOT TRAFFIC SPECIFICATIONS. LATEST EDITION MARKING SIGNAGE: SEE FDOT INDEX 11860, 11862, 11865, 17302, 17344, 17346, 17352, AND 17359 CONSTR MARKING GUARDRAIL: SECTION 536, FDOT SPECIFICATIONS AND FDOT INDEX 400 6. RFTRO-NO. 173 RAILROAD CROSSINGS. FDOT INDEX 560 SIGN BR MAINTENANCE OF TRAFFIC - SEE FDOT INDEX 600 SERIES. MUTCD SELECTE RESPEC CULVERTS: FDOT INDEX 272 AND 273 - MITERED END SECTIONS MISCELLANEOUS DRAINAGE DETAILS
 DITCH PAVEMENT AND SODDING FDOT INDEX 280 SIGNAGE FDOT INDEX 281 NEW BR INCLUDE COMPLY TESTING REQUIREMENTS 9. ALL D.3 AS COM ALL TESTING SHALL BE PERFORMED BY A LICENSED/CERTIFIED LABORATORY. UPON 10. SIGNS S SELECTION, THE LABORATORY SHALL BE APPROVED IN WRITING BY THE COUNTY OTHERW PRIOR TO BEGINNING ANY ON-SITE TESTING OR MATERIAL COLLECTION. UPPERC. COPIES OF ALL TEST RESULTS SHALL BE PROVIDED TO THE COUNTY ENGINEERING CONTRA 11. DIVISION. PASSING RESULTS WILL BE REQUIRED PRIOR TO BEGINNING THE NEXT PHASE OF CONSTRUCTION. PROJECT OF FABE THE COUNTY ENGINEERING DIVISION SHALL BE NOTIFIED NO LESS THAN 24 HOURS IN ADVANCE FOR SCHEDULING INSPECTION OF PERINENT STAGES OF CONSTRUCTION INCLUDING SUBGRADE PREPARATION, LIMEROCK PLACEMENT, PRIME AND TACK COATS, ASPHALT PLACEMENT, CULVERT INSTALLATIONS AND OTHERS AS 12. REMOVA REQUIRED FOR APPROVAL. 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. 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 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. 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 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.
- 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 9. ACHIEVE 98.0% OF MODIFIED PROCTOR DENSITY (AASHTO T 180).
- IN-PLACE THICKNESS OF EACH COURSE OF A BASE COURSE SHALL BE DETERMINED 10. 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
- 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 11. AGGREGATE GRADATION AND ASPHALT CONTENT MEETS APPROVED DESIGN CRITERIA.
- SURFACE SMOOTHNESS AND IN-PLACE DENSITY OF EACH COURSE OF ASPHALT 12. SURFACE SMOUTHNESS AND IN-PLACE DENSITY OF EACH COURSE OF ASPRALI 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 PERVIDED
- CONTRACTOR PROCESS CONTROL TESTS SHALL BE REQUIRED FOR PROJECTS LESS 13. THAN 2,000 TONS OF HOT MIX ASPHALT.
- 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 14. REPRESENTATIVE

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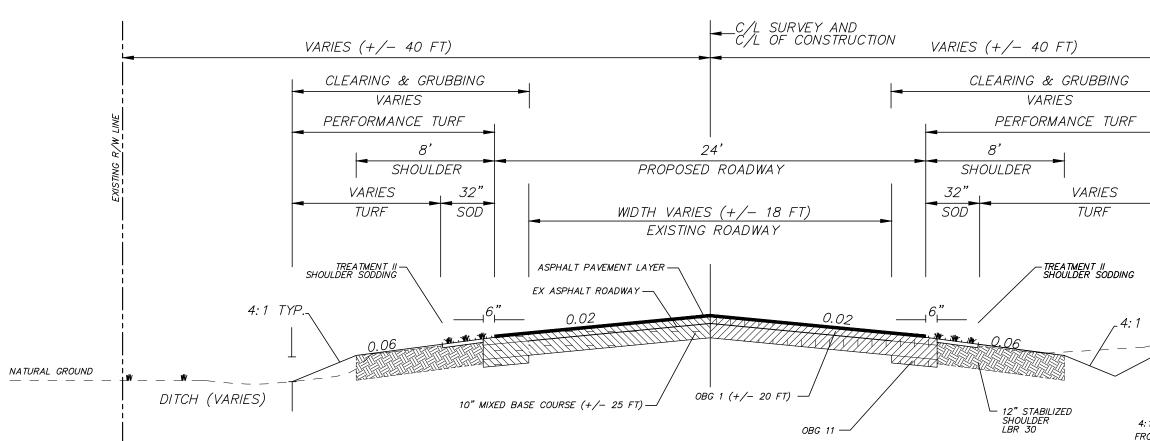
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THE EXIS

| XISTING SIGN ARATION AND IME OF CONS DINATE THE I GE AND PAV | E AND PAVEMENT MARKING AGE INVENTORY REFLECTS DATA COLLECTED DURING PLANS OIT IS POSSIBLE THAT ADDITIONAL SIGNS MAY BE PRESENT AT STRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DISPOSITION OF SUCH SIGNS WITH THE PROJECT ENGINEER. WEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH DT DESIGN STANDARDS, AND THE MUTCD, LATEST EDITIONS. | PROJECT NO. | 2012-004-ENG | SHEET NO. | C | ľ | sheet 2 of 92 |
|---|---|-------------|------------------------------------|-------------------------------|-----------------------------------|------------|-------------------------------|
| SHALL HAVI IE SIGN PANI L LANEOR SI ONS AND SEC AVEMENT MA IC STRIPES" INGS" OF THI TRUCTION, LA INGS SHALL D-REFLECTIVE 7352 AND TI BRACKETS, S | NDARDS INDEX NO. 17302 NOTE NO. 5 IS MODIFIED TO READ: ALL E A MINIMUM HEIGHT OF 7 FEETAS MEASURED FROM THE BOTTON EL TO A HORIZONTAL LINE EXTENDED FROM THE EDGE OF THE IDEWALK, WHICHEVER IS HIGHER. THIS INCLUDES RURAL CONDARY SIGN PANELS. ARKINGS SHALL MEET THE CRITERIA OF SECTION 710 "PAINTING AND SECTION 711 "THERMOPLASTIC TRAFFIC STRIPES AND E FLORIDA DEPARTMENT OF TRANSPORTATION AND BRIDGE ATEST EDITION. BE AS PER FDOT INDEX NO. 17346 AND THESE PLANS. E PAVEMENT MARKERS SHALL BE INSTALLED AS PER FDOT INDEX HESE PLANS. SOIL PLATES, COLUMNS, AND FOUNDATIONS SHALL COMPLY/BE LATEST EDITION OF FDOT INDEX NO. 11860, 11862, AND 11865, | F NAME | HOLT RD (CR 30A) | SHEET TITLE | GENERAL NOTES | DATE SCALE | 11/13/12 NTS |
| GE DESIGNAT BRACKETS, S DE COST OF LY WITH FDO 3 STRET NA | TED TO BE REUSED AND RELOCATED SHALL INCLUDE FURNISHING SOIL PLATES, COLUMINS, AND FOUNDATION. RELOCATION TO NEW SIGN POST, FOUNDATION AND BRACKET, IF REQUIRED, TO IT INDEX 11860. ME SIGNS NOTED AS "PRIVATE" SHALL HAVE BLUE BACKGROUND GREEN BACKGROUND FOR PUBLIC SIGNS. | DESIGNED BY | | BOB | CHECKED BY | | |
| RWISE. D-3 RCASE AND RACTOR SHAL CT ENGINEEF GE FOR WRIT BRICATION. | T MUTCD "CONVENTIONAL ROAD" SIGN SIZES UNLESS NOTED GUIDE SIGNAGE SHALL BE NO LESS THAN 8" HIGH WITH 6" 4" LOWERCASE LETTERING AND BORDER. LL PROVIDE THE COUNTY ENGINEERING DIVISION AND THE R SHOP DRAWINGS OF CUSTOM, DIRECTIONAL AND D-SERIES TTEN APPROVAL NO LESS THAN TWO (2) DAYS PRIOR TO DATE SEMBLY INCLUDES ALL SUPPLEMENTAL PANELS. | | TAYLOR COUNTY ENGINEERING DIVISION | BOARD OF COUNTY COMMISSIONERS | 201 F CREEN STREET DERRY FL 39347 | 10 | .engineer@taylorcountygov.com |
| FC PH W/ | DRAWING LEGEND DUND IRON ROD DUND IRON PIPE HONE PEDESTAL ATER METER AND BOX XISTING GAS (OR WATER) VALVE AND BOX | | YENNEILI K. DUDLEY | Harty Contraction | | | 58014 |
| EX EX EL R(| XISTING STORMWATER MANHOLE XISTING HYDRANT LECTRIC POWER POLE OADWAY SIGN VERHEAD ELECTRIC LINE | | VENN | | | | 012 2:39 PM |
| E> TE SF — SII CL | RAVERSE POINT (PK NAIL AND CAP) XISTING FENCE EMPORARY BENCHMARK (ELEV = X.XX') LT FENCE LEAR ZONE HOULDER | REVISION | | | | | 11/13/20 |
| | · · · · · · · · | ┢ | | | | | c¢QTO |



TYPICAL SECTION NOTES

- 1 SUPERPAVE ASPHALTIC CONCRETE SHALL BE PLACED WITH A MECHANICAL SPREADER EQUIPPED AND USING ELECTRONIC TRANSVERSE AND AUTOMATIC LONGITUDNAL SCREED CONTROLS.
- COMPACTION OF ALL MATERIALS SHALL BE LIMITED TO STATIC MODE 2. ONLY UNLESS OTHERWISE DIRECTED BY ENGINEER.
- RESURFACE SIDE STREETS TO LIMITS SHOWN IN PLANS. .3.
- INSTALL OPTIONAL BASE GROUP 11 WIDENING TO 25 FT MIN WIDTH 4.
- PLACE OPTIONAL BASE GROUP 1 OVER EXISTING ROAD WIDTH 5 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

HOLT RD (CR 30A) (10+10.74~77+70.77) TYPICAL ROADWAY SECTION

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

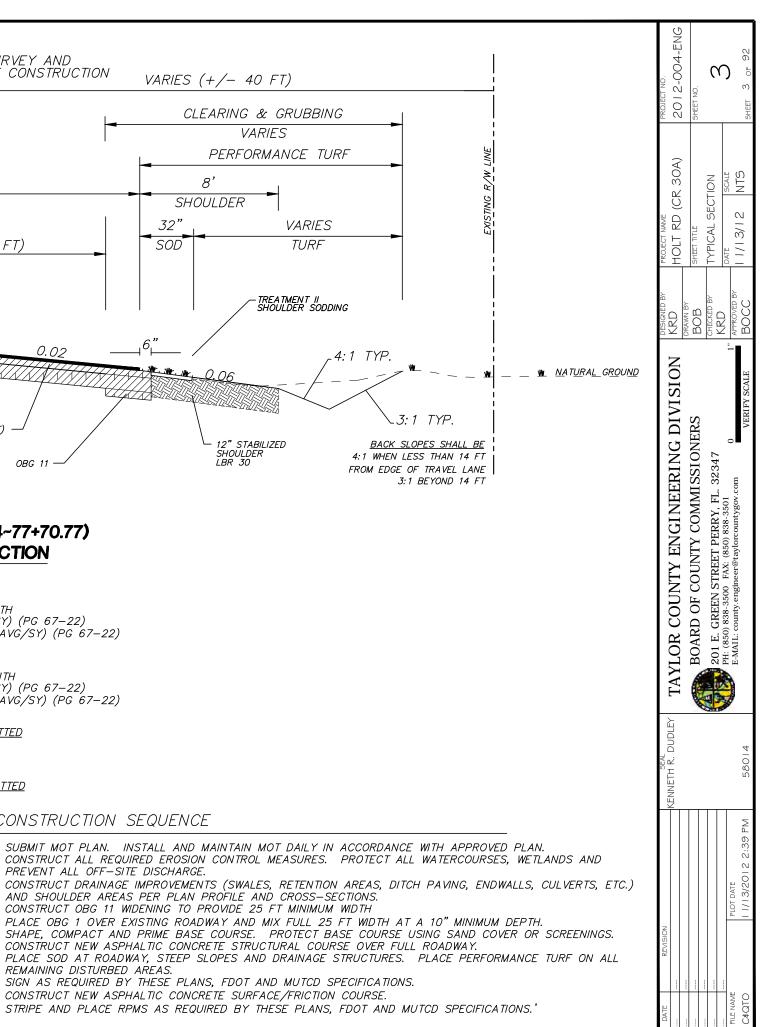
12" LIMEROCK (LBR 100)

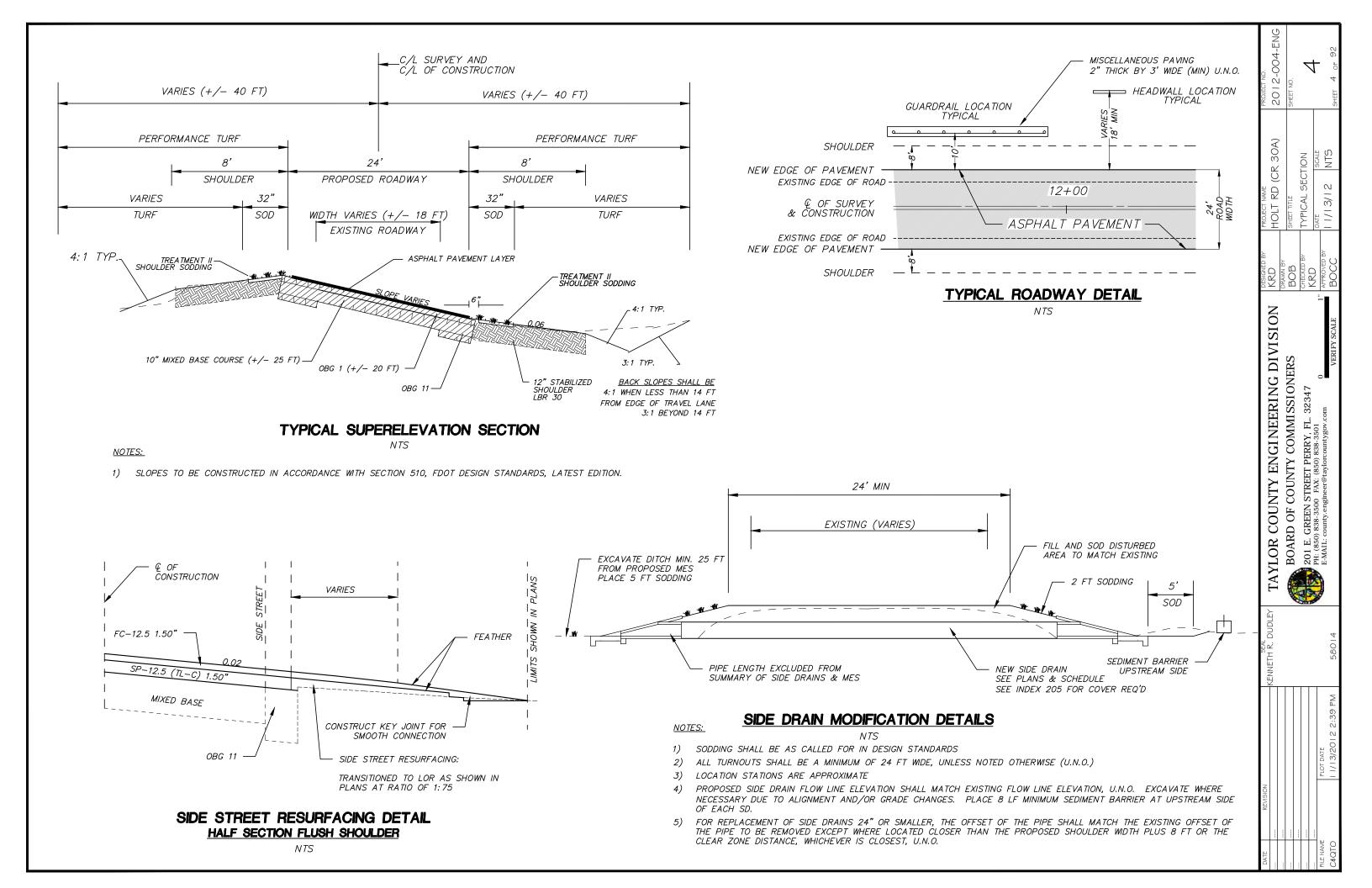
CONSTRUCTION SEQUENCE

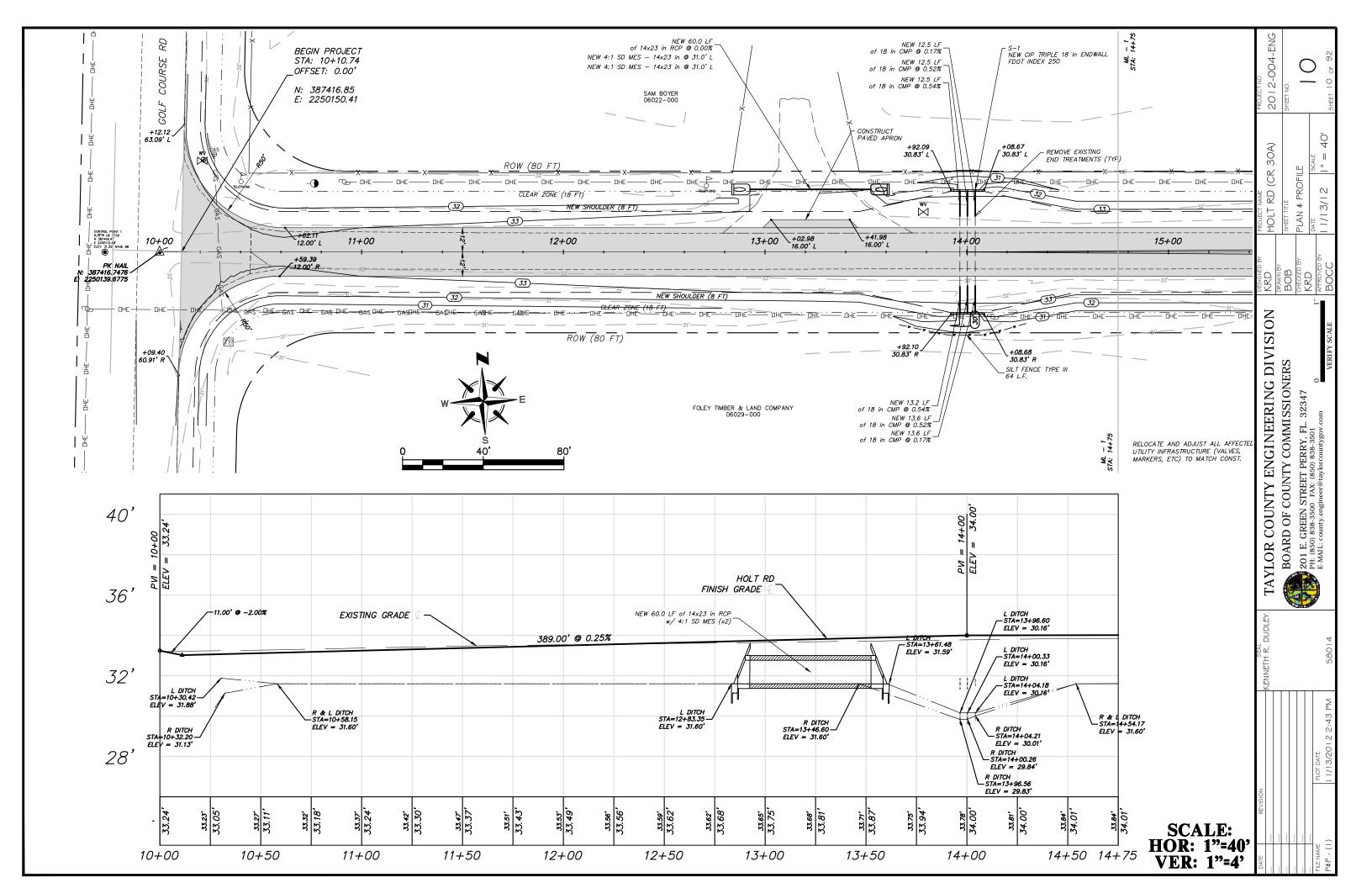
- SUBMIT MOT PLAN. INSTALL AND MAINTAIN MOT DAILY IN ACCORDANCE WITH APPROVED PLAN. 1.
- CONSTRUCT ALL REQUIRED EROSION CONTROL MEASURES. PROTECT ALL WATERCOURSES, WETLANDS AND 2 PREVENT ALL OFF-SITE DISCHARGE.
- CONSTRUCT DRAINAGE IMPROVEMENTS (SWALES, RETENTION AREAS, DITCH PAVING, ENDWALLS, CULVERTS, ETC.) AND SHOULDER AREAS PER PLAN PROFILE AND CROSS-SECTIONS. .3
- CONSTRUCT OBG 11 WIDENING TO PROVIDE 25 FT MINIMUM WIDTH 4
- 5. PLACE OBG 1 OVER EXISTING ROADWAY AND MIX FULL 25 FT WIDTH AT A 10" MINIMUM DEPTH.
- 6.
- 7. PLACE SOD AT ROADWAY. STEEP SLOPES AND DRAINAGE STRUCTURES. PLACE PERFORMANCE TURF ON ALL 8.
- REMAINING DISTURBED AREAS.
- 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.

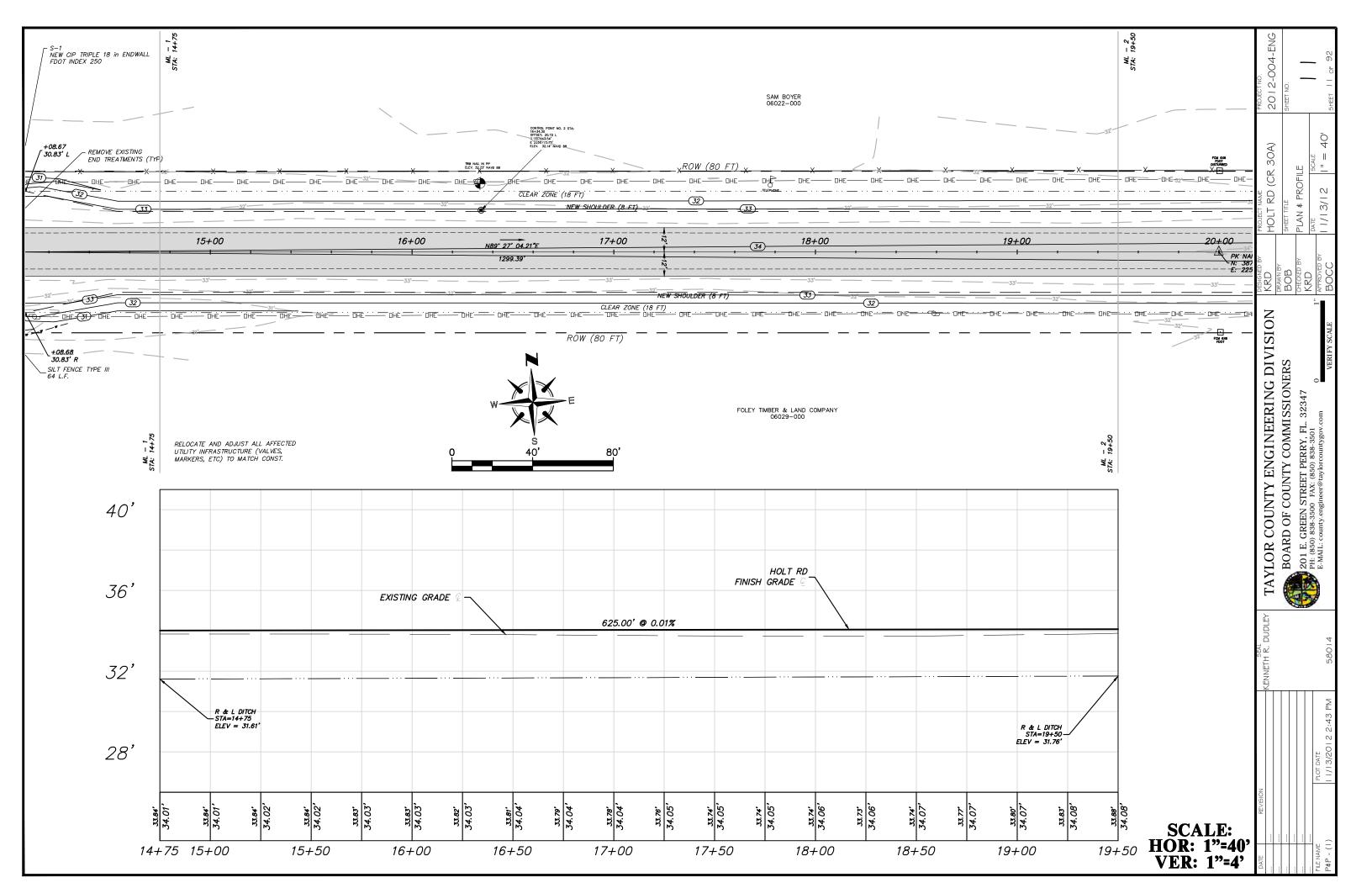
TRAFFIC DATA

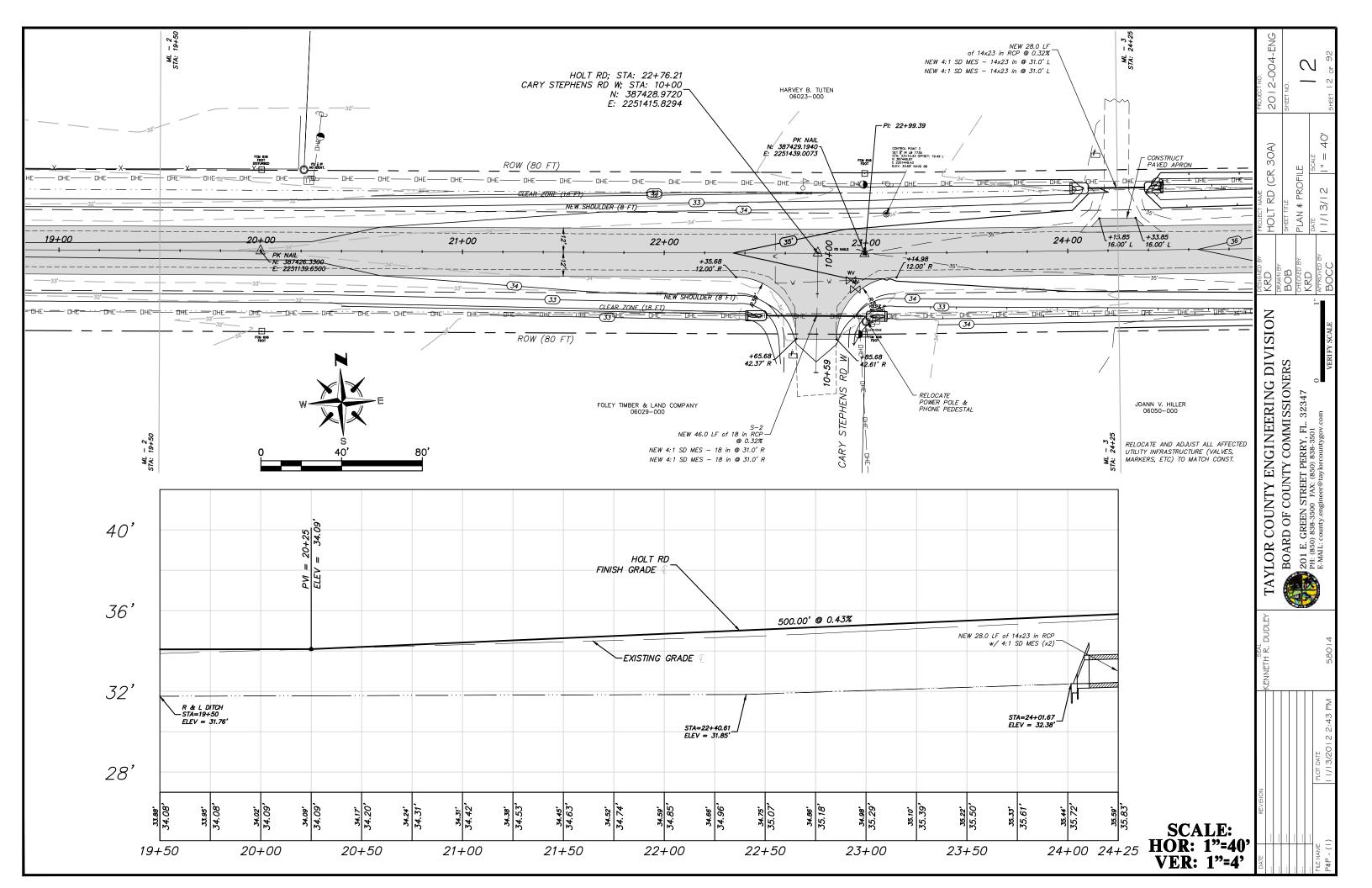
CURRENT YEAR ESTIMATE = 2012 AADT = 1,000 OPENING YEAR ESTIMATE = 2013 AADT = 1,015 DESIGN YEAR ESTIMATE = 2032 AADT = 1,347 FDOT TRAFFIC LEVEL = BK = N/A D = 50% T = 15%DESIGN HOUR T = N/ADESIGN SPEED = 55 MPH

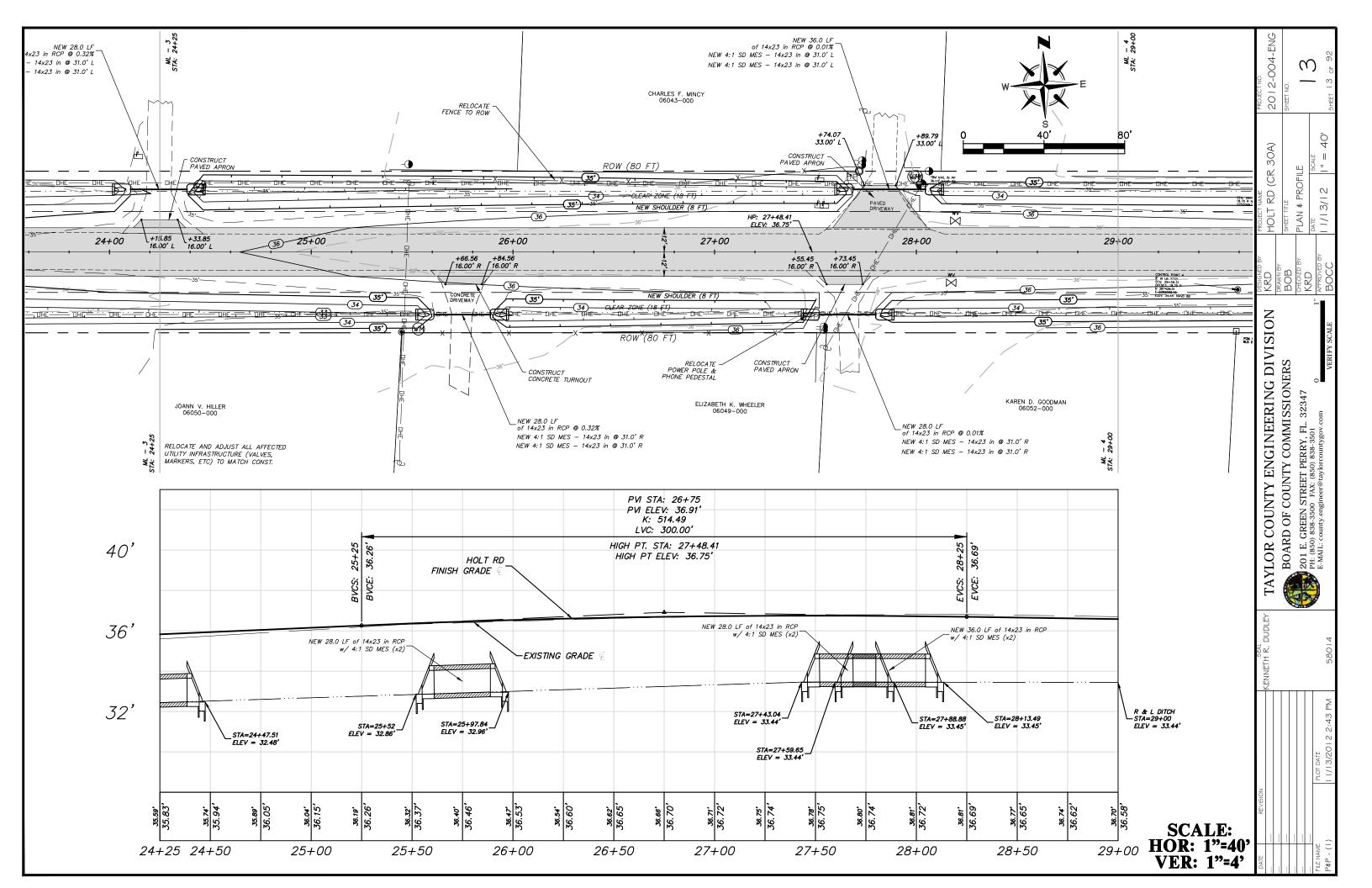


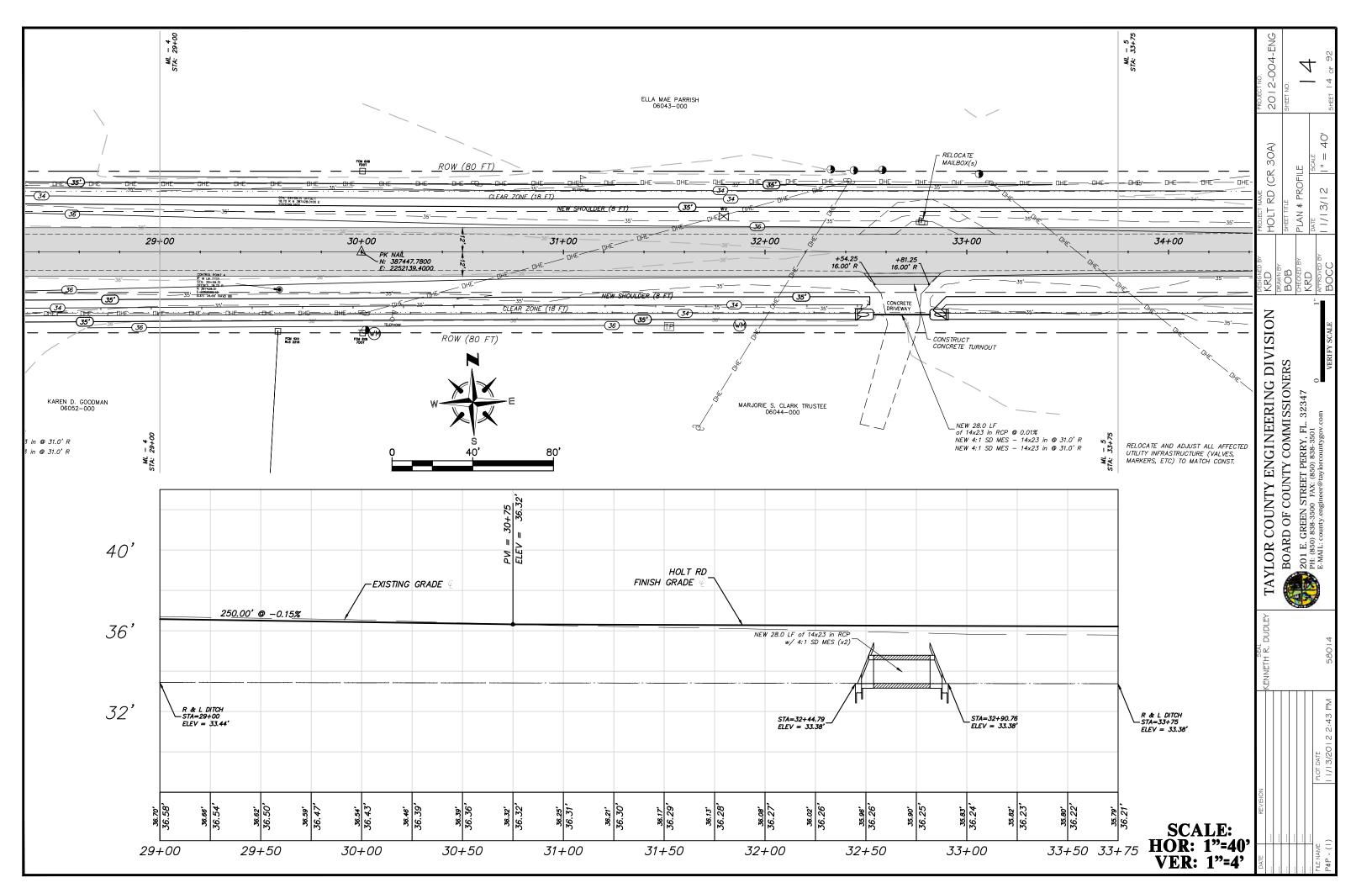


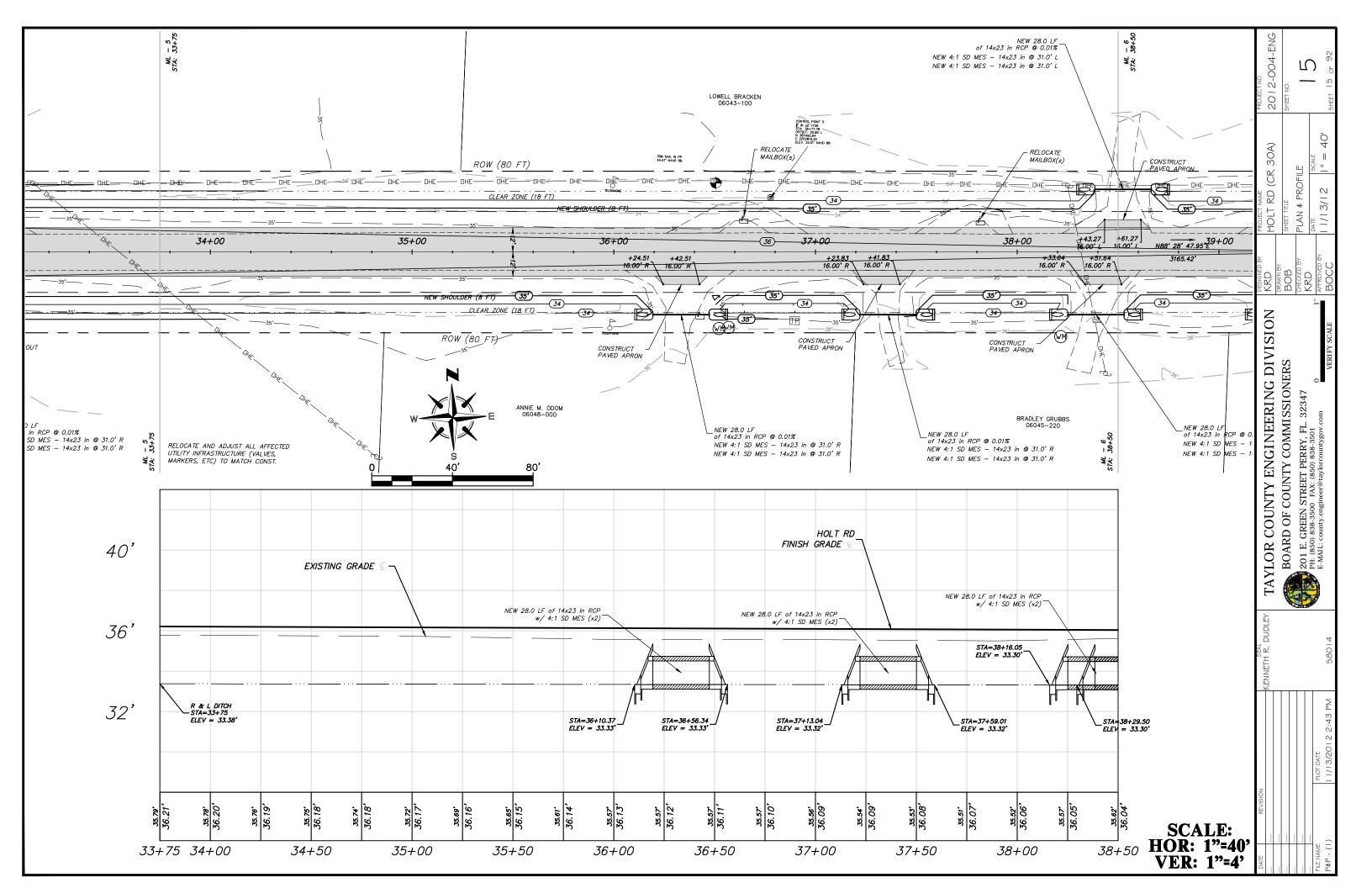


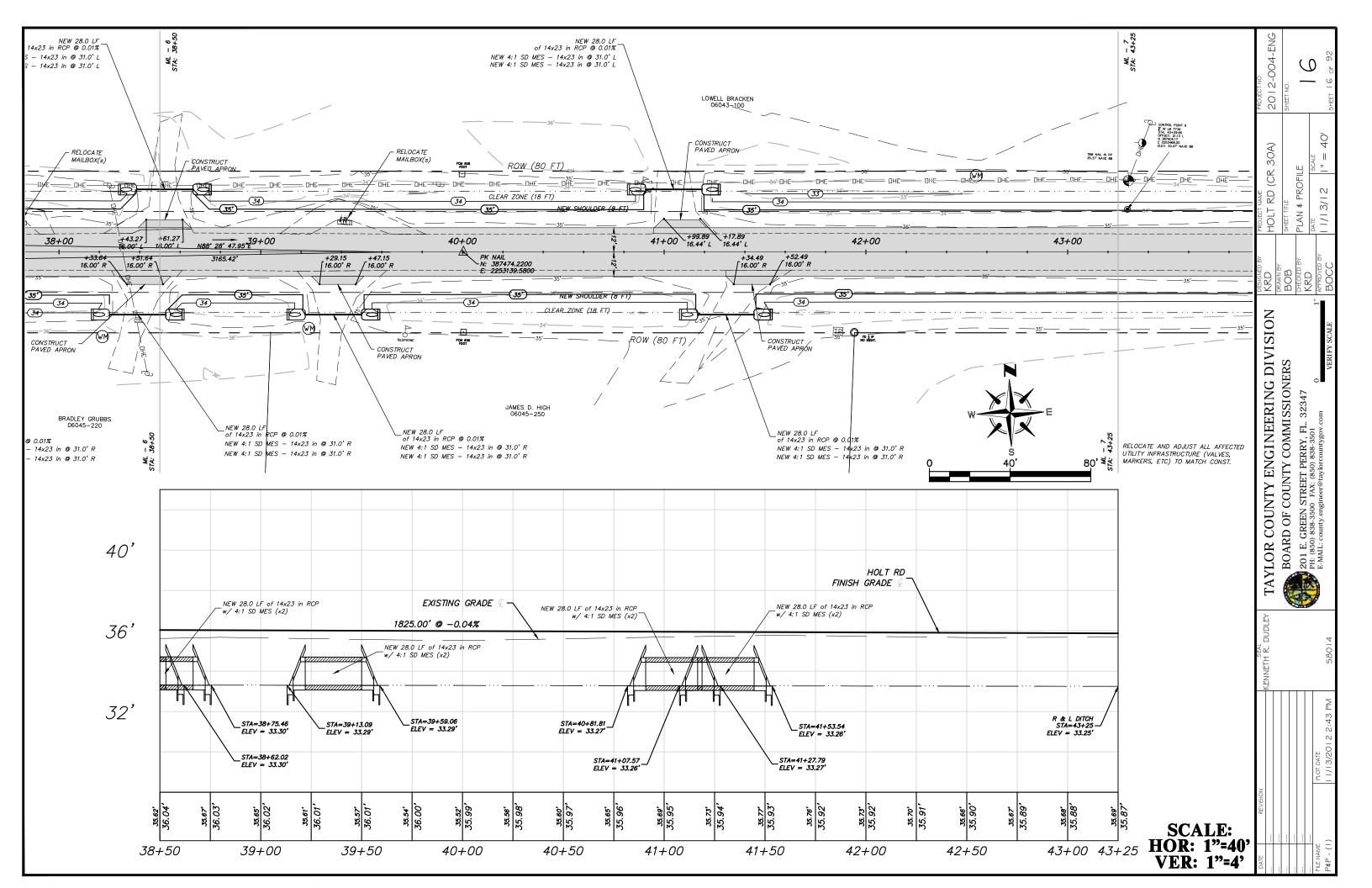


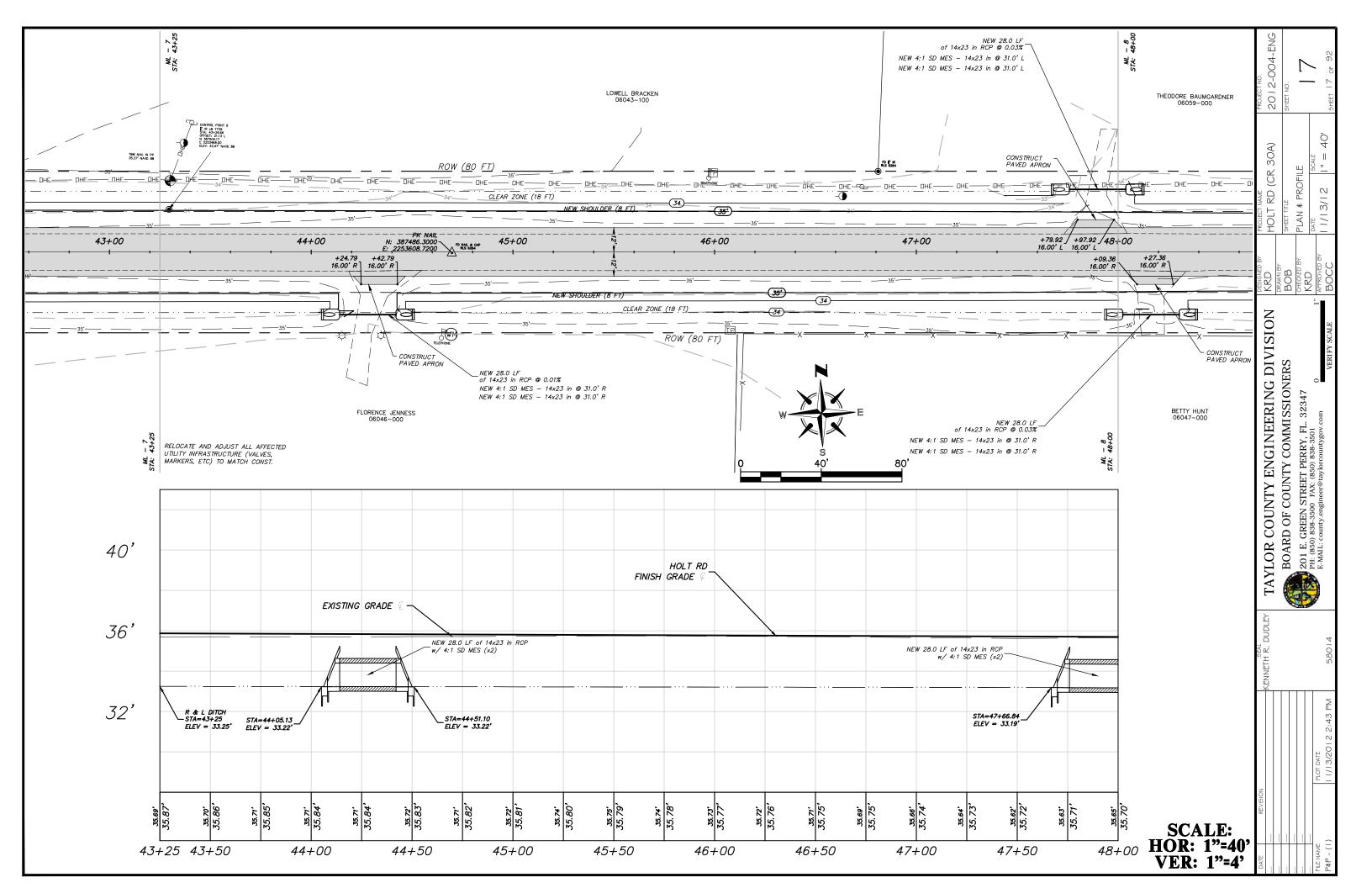


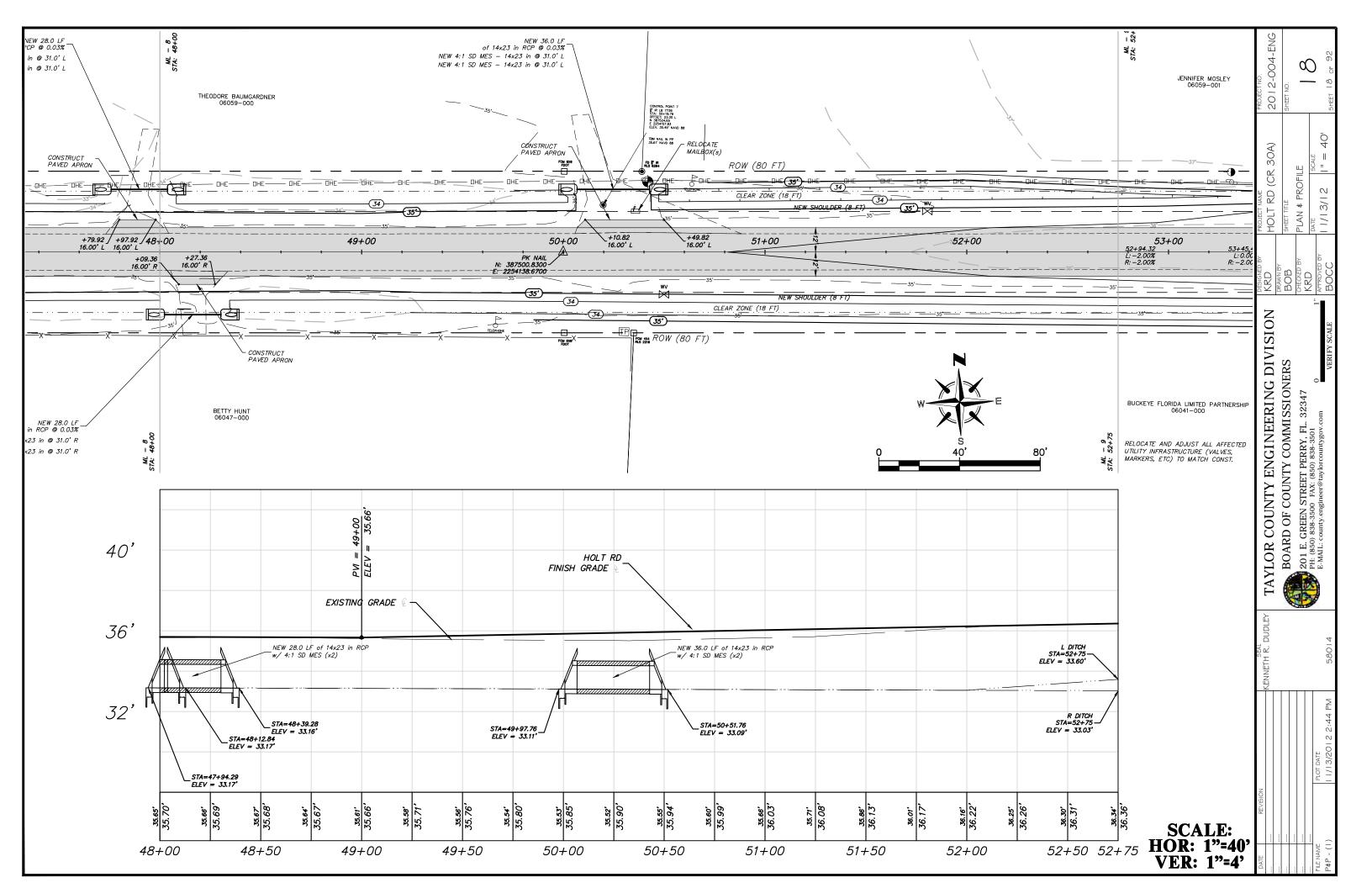


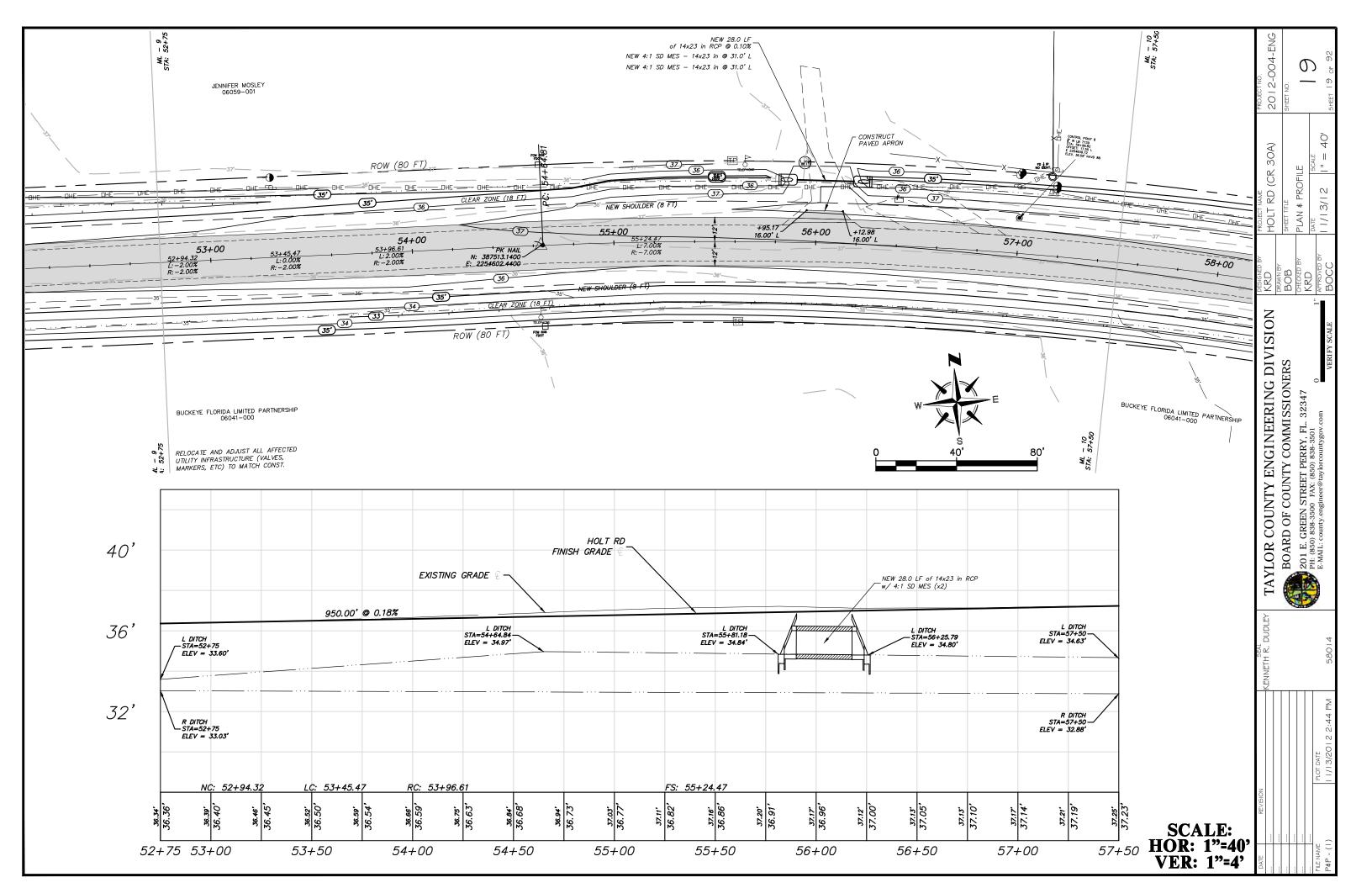


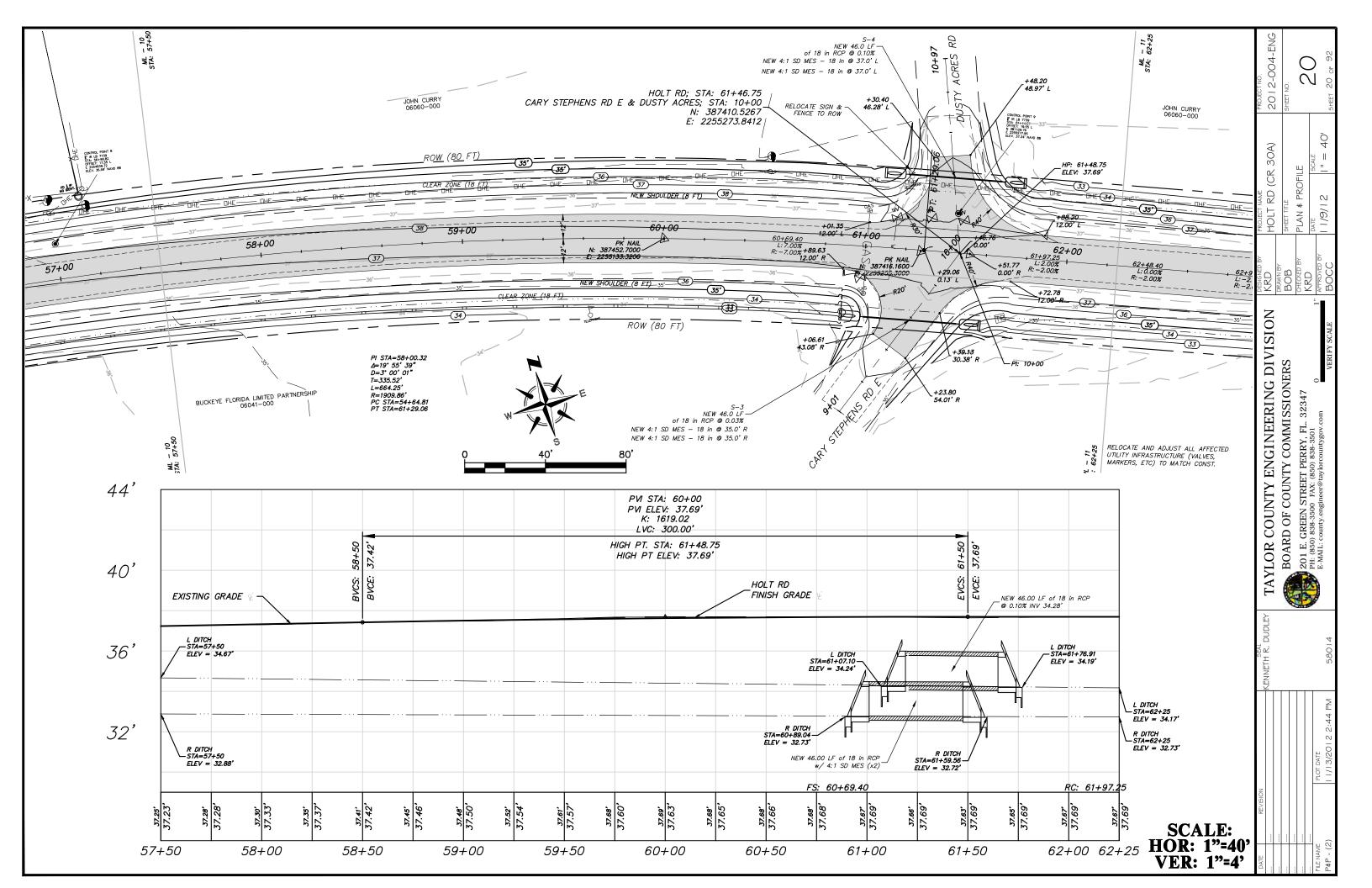


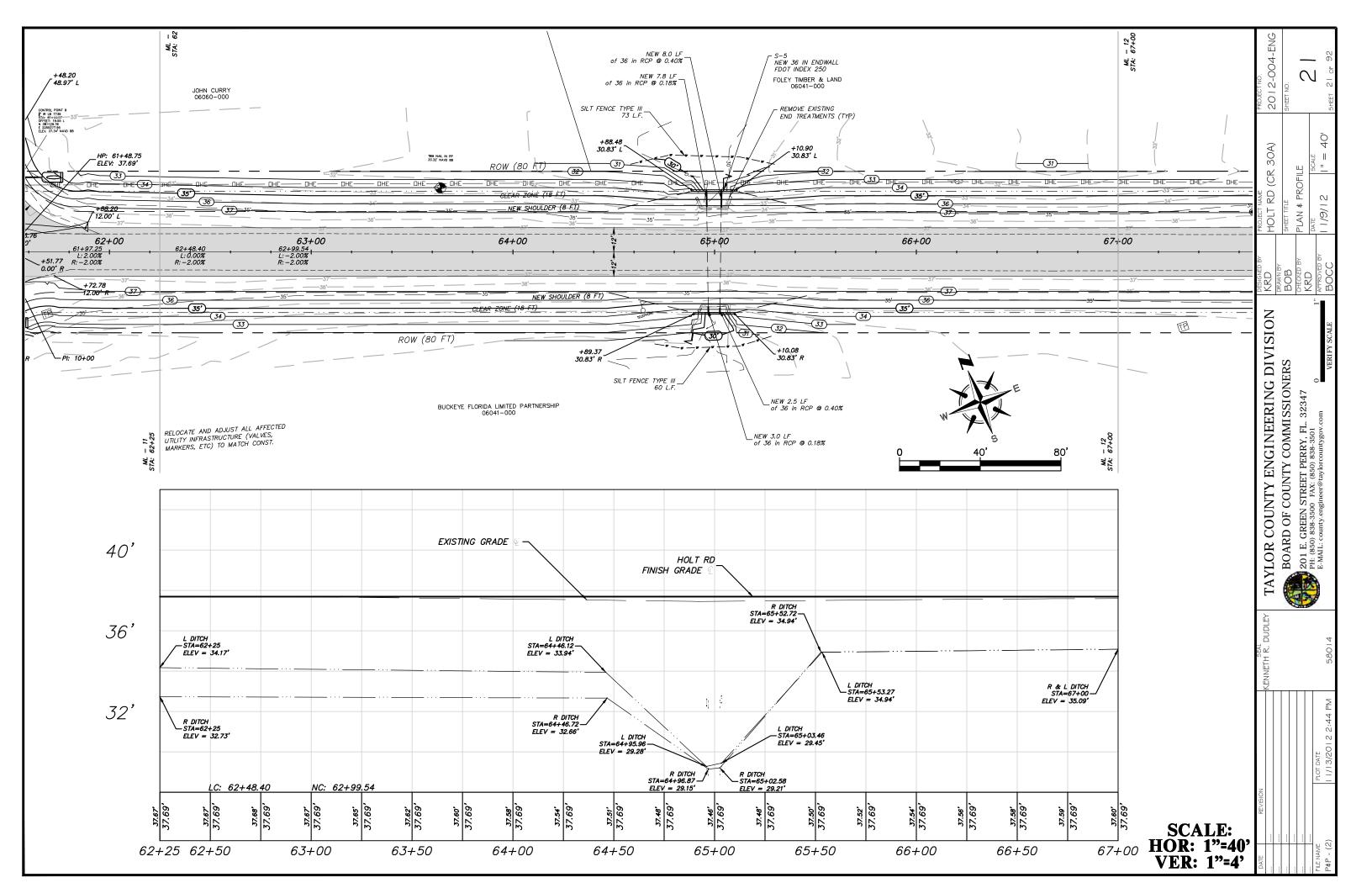


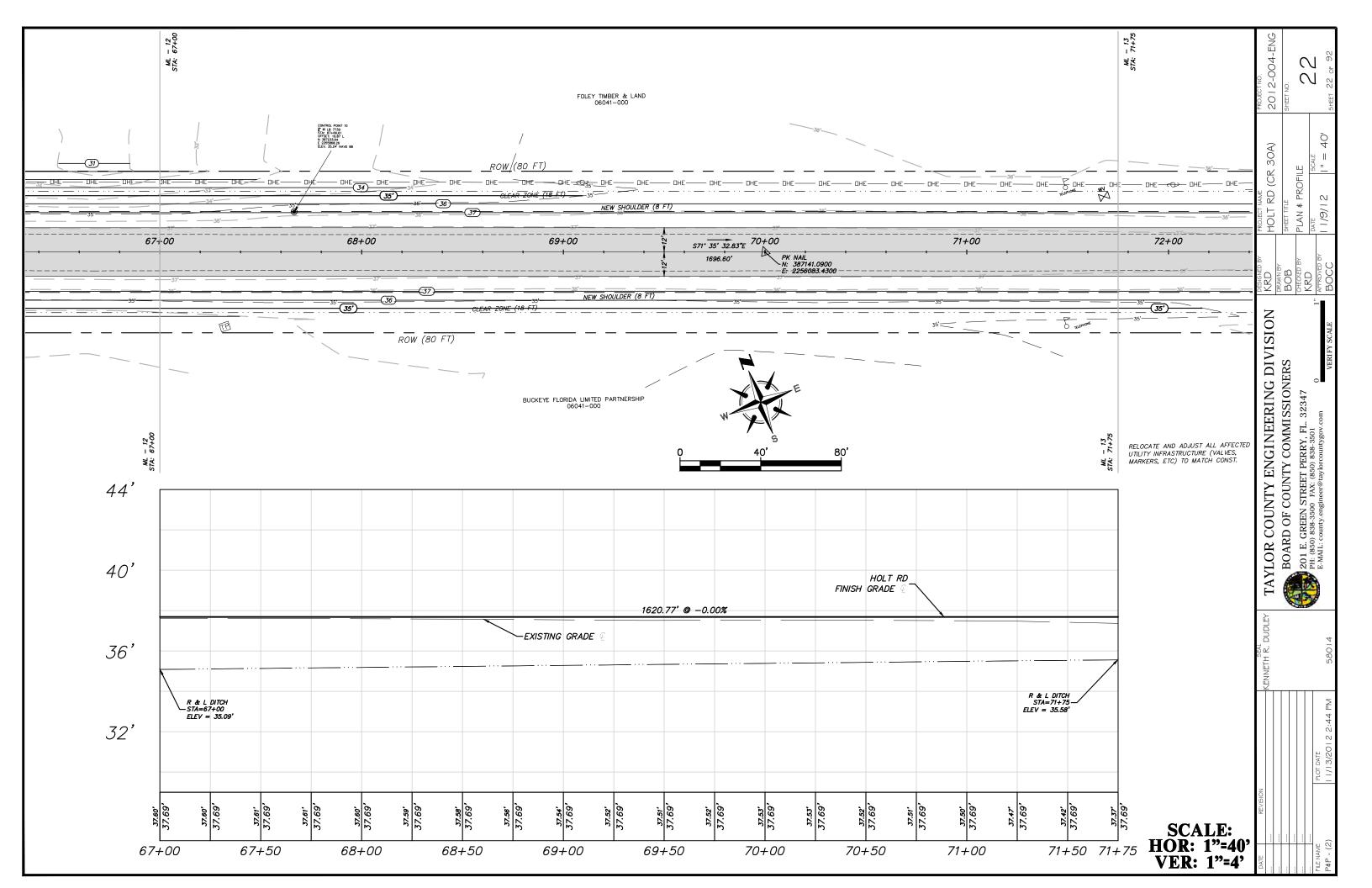


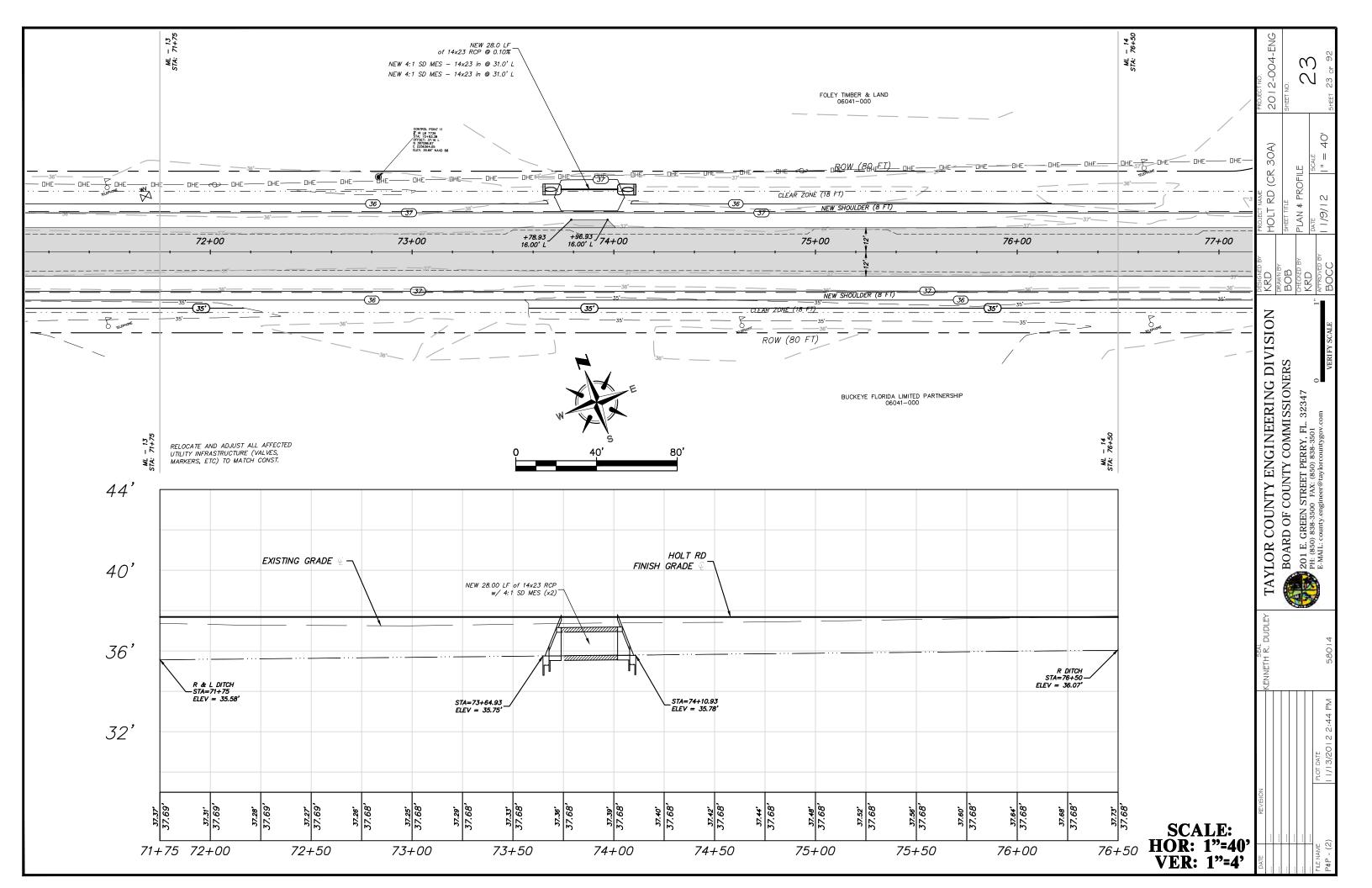


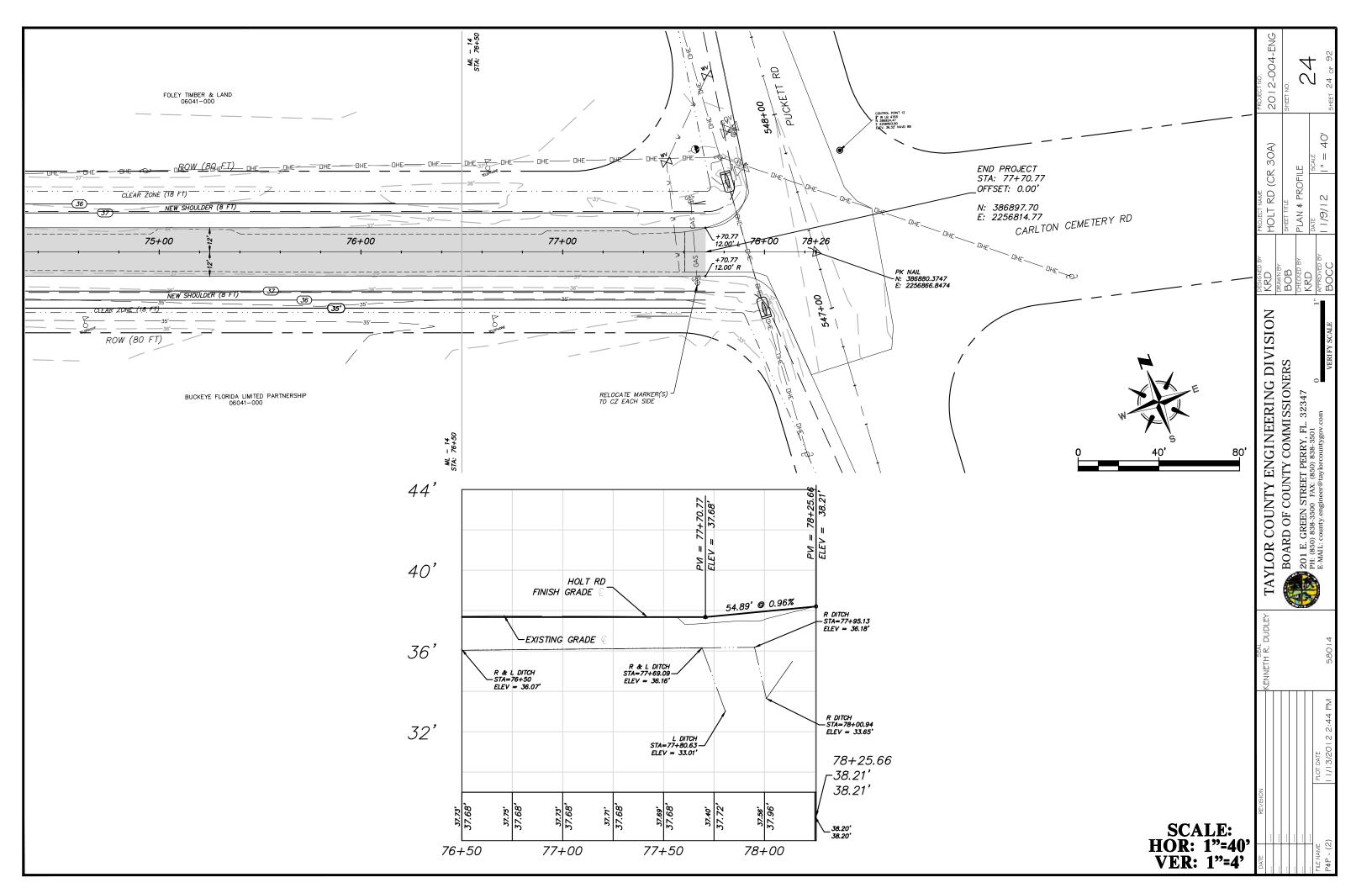


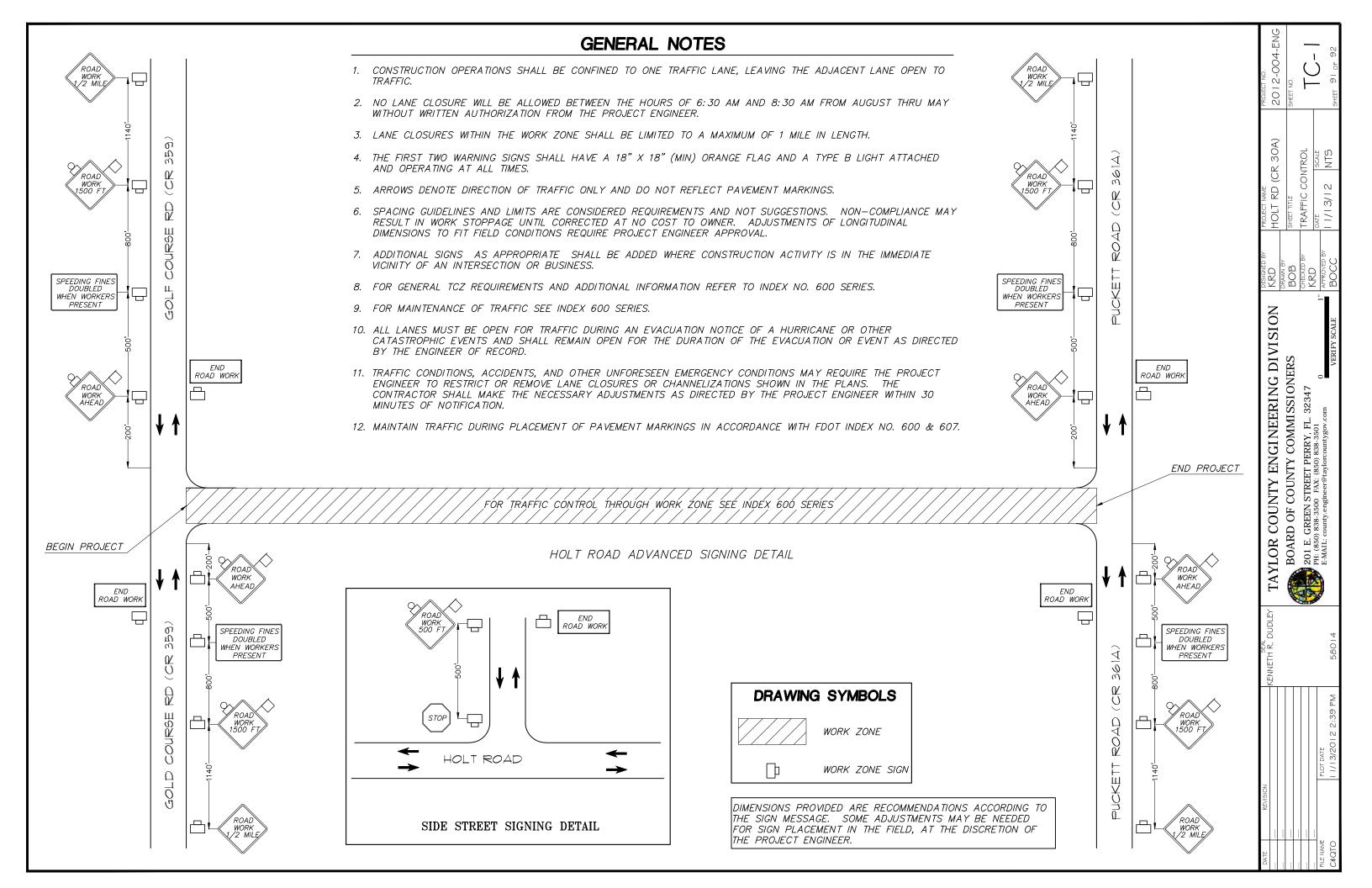












THE FOLLOWING NARRATIVE OF THE STORM WATER POLLUTION PREVENTION PLAN CONTAINS REFERENCES TO THE FDOT SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, THE DESIGN STANDARDS AND OTHER SHEETS OF THESE CONSTRUCTION PLANS. THE FIRST SHEET OF THE CONSTRUCTION PLANS (KEY SHEET) CONTAINS AN INDEX TO THE OTHER 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:

- THE PROJECT CONSISTS OF IMPROVING AN EXISTING LIMEROCK ROADWAY, SIGNAGE AND 1.a 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
- AREA ESTIMATES: 1.a. ΤΟΤΑΙ

TOTAL

| SITE AREA: | 16.1 +/- ACRES |
|-----------------------|----------------|
| AREA TO BE DISTURBED: | 8.9 +/- ACRES |

1.b. RUNOFF DATA:

RUNOFF COEFFICIENTS: BEFORE: C(b) = 0.39AFTER 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.

SITE MAP: 1.a.

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.

CONTROLS: 2.0

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.

- MODIFICATION OF THE SPECIFICATIONS ARE PERMISSIBLE IF IN ACCORDANCE WITH 2.a. 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.
- STABILIZATION PRACTICES: 2 a 1

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

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
- WASTE DISPOSAL: 2.c.1

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.
- OFFSITE VEHICLE TRACKING AND DUST CONTROL: 2.c.2

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 SPECIFICA TIONS.

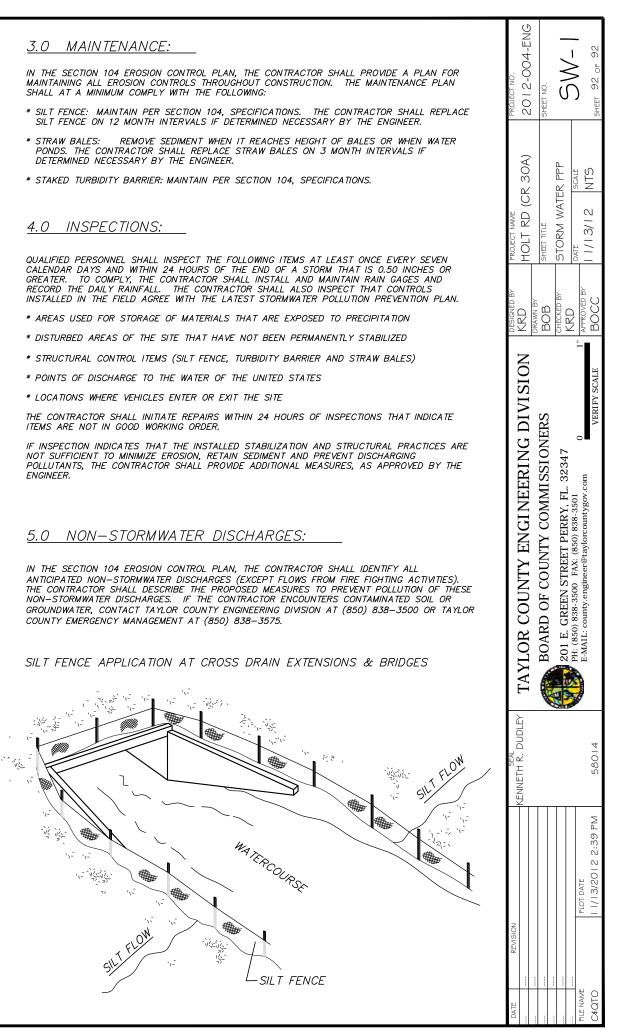
2.c.5 TOXIC SUBSTANCES:

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.

APPROVED STATE AND LOCAL PLANS AND PERMITS: 2.c.6

THIS PROJECT SHALL COMPLY WITH ALL WATER QUALITY STANDARDS.

ENGINEER



TAYLOR COUNTY BOARD OF COMMISSIONERS County Commission Agenda Item



BOARD TO REVIEW AND APPROVE ADVERTISING FOR THE PROPOSED WIDENING/RESURFACING OF EAST AND SOUTH RED PADGETT ROAD UNDER THE FDOT SMALL COUNTY ROAD ASSISTANCE, AND SMALL COUNTY OUTREACH PROGRAMS, RESPECTIVELY.

MEETING DATE REQUESTED: November 20, 2012

Statement of Issue:

The Engineering Division is requesting approval to advertise a Request For Proposals (RFP) for the improvement of East Red Padgett Road (CR 356A) from US 19 (SR 55) to South Red Padgett Road (CR 356) and South Red Padgett from the intersection with East Red Padgett Road (CR 356A) to US 19 (SR 55) under the Florida Department of Transportation's Small County Road Assistance Program (SCRAP) and Small County Outreach Program (SCOP), respectively.

Recommended Action:

The Board should approve soliciting RFPs for the proposed widening/resurfacing scope of work to be received January 7, 2013. Subsequent approval of received proposals will be contingent upon available funding.

| Fiscal Impact: | FISCAL YR 2011/13 - \$518,043 SCRAP and \$918,000 SCOP 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 East Red Padgett Road (CR 356A) from US 19 (SR 55) to South Red Padgett Road (CR 356) and South Red Padgett from East Red Padgett Road (CR 356A) to US 19 (SR 55) under the FDOT's SCRAP and SCOP programs. 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 5.7-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 Reimbursement Agreements with FDOT in the amount of \$518,043 for the East Red Padgett Road project and \$918,000 for the South Red Padgett

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 (\$498,236.00-East; \$901,741.00-South). Staff has had preliminary discussions with FDOT regarding additional monies under their Construction & Maintenance Program that may offset the cost of signage and pavement markings. 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 a request 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 permitting and 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 January 7, 2013 regular Board meeting.

Options:

- 1) Aprove the proposed scope of work for advertisement to solicit RFPs.
- 2) Revise the proposed scope of work prior to advertising for RFPs.
- 3) 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 Details)

East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing FDOT SCRAP/SCOP Project Taylor County, Florida 2008-004-ENG

November 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

TABLE OF CONTENTS

PART 1 - BIDDING REQUIREMENTS

Invitation to Bid Instructions to Bidders Bid Forms Hold Harmless, Release and Indemnity Agreement Public Entity Crimes Statement Non-Collusion Affidavit

PART 2 - CONTRACT FORMS

Agreement between Owner and Contractor Bid Bond Performance and Payment Bond

PART 3 – CONDITIONS OF THE CONTRACT

Standard General Conditions Supplementary Conditions

PART 4 – SUPPLEMENTAL SPECIFICATIONS

PART 5 – DRAWINGS (Bound Separately)

PART 1 – BIDDING REQUIREMENTS

District 2

JIM MOODY

JODY DEVANE District 3

PAM FEAGLE

District 4

2008-004-ENG

PATRICIA PATTERSON District 5



MALCOLM PAGE

District 1

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 East & South Red Padgett 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 East & South Red Padgett Road Widening/Resurfacing" to the Clerk of Court, 1st 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 January 7, 2013. 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 January 7, 2013, 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 11:00 a.m. on Thursday, December 19, 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

TABLE OF CONTENTS

| ARTICLE 1 - DEFINED TERMS | |
|--|------|
| ARTICLE 2 - COPIES OF BIDDING DOCUMENTS | .1 |
| ARTICLE 3 - QUALIFICATIONS OF BIDDERS | .2 |
| ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE | .2 |
| ARTICLE 5 - PRE-BID CONFERENCE | .4 |
| ARTICLE 6 - SITE AND OTHER AREAS | |
| ARTICLE 7 - INTERPRETATIONS AND ADDENDA | .4 |
| ARTICLE 8 - BID SECURITY | |
| ARTICLE 9 - CONTRACT TIMES | |
| ARTICLE 10 - LIQUIDATED DAMAGES | .5 |
| ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS | .5 |
| ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS | |
| ARTICLE 13 - PREPARATION OF BID | |
| ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS | |
| ARTICLE 15 - SUBMITTAL OF BID | |
| ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID | |
| ARTICLE 17 - OPENING OF BIDS | |
| ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE | |
| ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT | |
| ARTICLE 20 - CONTRACT SECURITY AND INSURANCE | |
| ARTICLE 21 - SIGNING OF AGREEMENT | .9 |
| ARTICLE 22 - SALES AND USE TAXES | |
| ARTICLE 23 - RETAINAGE | . 10 |
| ARTICLE 24 - CONTRACTS TO BE ASSIGNED | . 10 |
| | |

ARTICLE 1 - DEFINED TERMS

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

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

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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

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

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

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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

- [A. Valid Business/Contractor Licensing/Registration Information]
- [B. <u>Proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.]</u>
- [C. The successful Contractor and any subcontractors shall enroll in and be in compliance with the Department of Homeland Security's E-Verify Employment Eligibility Verification system prior to contract execution.]

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

4.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

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

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

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

4.02 Underground Facilities

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

4.03 Hazardous Environmental Condition

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

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| 00200 - 2 | |

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 at the General Conditions;

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

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

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

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

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

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

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

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-Bid conference will be held at 11:00 a.m. local time on Wednesday, December 19, 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

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

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Project Manager or Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the

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| 00200 – 4 |

Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

ARTICLE 8 - BID SECURITY

8.01 Bid security will be required for this project.

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

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

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

ARTICLE 9 - CONTRACT TIMES

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

ARTICLE 10 - LIQUIDATED DAMAGES

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

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

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

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ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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

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

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

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

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

ARTICLE 13 - PREPARATION OF BID

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

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

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

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

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

EJCDC C-200 Suggested Instructions to Bidders for Construction Contracts Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved. 00200-6 13.06 A Bid by an individual shall show the Bidder's name and official address.

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

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

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

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

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

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 Lump Sum

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

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

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

ARTICLE 15 - SUBMITTAL OF BID

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

- [A. <u>Bid Bond (5%)</u>]
- [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

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[G. <u>Proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.</u>]

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 "*East & South Red Padgett Road (CR 356A/356) 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

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

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

ARTICLE 17 - OPENING OF BIDS

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

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

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

19.02 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

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

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

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the

EJCDC C-200 Suggested Instructions to Bidders for Construction Contracts Copyright © 2002 National Society of Professional Engineers for EJCDC. All rights reserved. 00200-9 Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES

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

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

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

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

ARTICLE 23 - RETAINAGE

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

ARTICLE 24 - CONTRACTS TO BE ASSIGNED

24.01 Owner as "buyer" will execute a contract with the successful Bidder as "seller" for the procurement of goods and special services for *East & South Red Padgett Road (CR 356A/356) 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 <u>Project</u> at <u>the Issuing Office</u>.

BID FORM

East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing

2008-004-ENG

TABLE OF ARTICLES

Article No.

| | Article N |
|---------------------------------------|-----------|
| ARTICLE 1 – BID RECIPIENT | |
| ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS | 1 |
| ARTICLE 3 – BIDDER'S REPRESENTATIONS | 1 |
| ARTICLE 4 – FURTHER REPRESENTATIONS | 2 |
| ARTICLE 5 – BASIS OF BID | 3 |
| ARTICLE 6 – TIME OF COMPLETION | 3 |
| ARTICLE 7 – ATTACHMENTS TO THIS BID | 3 |
| ARTICLE 8 – DEFINED TERMS | 4 |
| ARTICLE 9 – BID SUBMITTAL | 4 |
| | |

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No. Addendum Date

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- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures, 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

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|---|--|
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| 00410 - 2 | |

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 | | <u>\$</u> |
|--------------------------|---------|------------|
| | (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 Bidd | ler is: | |
| <u>An Ind</u> | ividual | |
| | Name (typed or printed): | |
| | By: | (SEAL) |
| | (Individual's signature) | |
| | Doing business as: | _ |
| <u>A Partı</u> | nership | |
| | Partnership Name: | (SEAL) |
| | By: (Signature of general partner attach evidence of authority to sign) | _ |
| | Name (typed or printed): | |
| <u>A Corp</u> | poration | |
| | 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: (COR | PORATE SEAL) |
| | Attest | |
| | Date of Authorization to do business in <u>FLORIDA</u> is | |

and

| Name of Joint Venture | : | |
|----------------------------------|--|---------------------|
| First Joint Venturer Na | ame: | (SE |
| By: | joint venture partner attach evidence of authority to su | |
| (Signature of first) | joint venture partner attach evidence of authority to su | gn) |
| Name (typed or printed | d): | |
| Title: | | |
| Second Joint Venturer | Name: | (SE |
| | | |
| By: | | |
| By:(Signature of second | nd joint venture partner attach evidence of authority to | o sign) |
| | nd joint venture partner attach evidence of authority to | |
| Name (typed or printed | d): | |
| Name (typed or printed Title: | | l, partn |
| Name (typed or printed Title: | d): | l, partn d above |
| Name (typed or printed Title: | d): | l, partn d above |
| Name (typed or printed Title: | <pre>d):</pre> | l, partn d above |

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:

East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing Taylor County, Florida

East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing Contract: The intent of this contract is to secure all labor and equipment required for the East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing 20 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, overlay with OBG 1, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing, and installing stormwater culverts, 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), <u>Florida Statutes</u>, 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 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), <u>Florida Statutes</u>, 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), <u>Florida Statutes</u>, 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 <u>AND</u> (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_____, _____.

| My | commission | expires: | |
|----|------------|----------|--|
| | | | |

NOTARY PUBLIC

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 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.

By:___

Signed, sealed and delivered in the presence of:

Witness

Witness

Print Name and Title

Signature

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:

Notary Public, State of Florida

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:

East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing Contract: The intent of this contract is to secure all labor and equipment required for the East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing 20 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, overlay with OBG 1, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing, and installing stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

This project is to a lump sum project, with add/deduct items as specified on the Bid Proposal.

ARTICLE 3 – ENGINEER/PROJECT ADMINISTRATION

3.01 The Project has been designed by:

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.

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ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within <u>180</u> 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 <u>210</u> 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 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 of the FDOT Standard Specifications for each day that expires of the formation 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 of the formation 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 specifications for each day that expires after the time specifications for each day that expires after the 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

EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Copyright . 2002 National Society of Professional Engineers for EJCDC. All rights reserved. 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 <u>10th</u> 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. <u>90%</u> percent of Work completed (with the balance being retainage); and

b. <u>90%</u> 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 <u>90%</u> 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 <u>Ten percent (10%)</u> 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.

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 <u>260</u> sheets with each sheet bearing the following general title: <u>*East & South Red Padgett*</u> <u>*Road (CR 356A/356) Widening/Resurfacing* [or] the Drawings listed on attached sheet index.</u>
 - 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.

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- 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

EJCDC C-520 Suggested Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price) Copyright . 2002 National Society of Professional Engineers for EJCDC. All rights reserved. 00520-5 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 ______, 2013 (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 | License No.:(Where applicable) |
| is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.) | Agent for service or process: |

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

00520-6

BID BOND

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

BIDDER (Name and Address):

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

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

BID

Bid Due Date: January 7, 2013

Project (Brief Description Including Location): East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing Contract: The intent of this contract is to secure all labor and equipment required for the East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing 20 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, overlay with OBG 1, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing, and installing stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

BOND

Bond Number: Date (Not later than Bid due date): Penal Sum:

(Words)

(Figures)

(Seal)

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.

(Seal)

BIDDER

SURETY

Bidder's Name and Corporate Seal

By: Signature and Title

Attest: Signature and Title

Surety's Name and Corporate Seal

By:

Signature and Title (Attach Power of Attorney)

Attest:

Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

- 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2.In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

- 3. This obligation shall be null and void if:
 - 3.1.Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2.All Bids are rejected by Owner, or
 - 3.3.Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

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

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

CONTRACT

Date:

Amount:

Description (Name and Location): *East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing Contract:* The intent of this contract is to secure all labor and equipment required for the East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing 20 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, overlay with OBG 1, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing, and installing stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

BOND

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

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

CONTRACTOR AS PRINCIPAL

SURETY

| Signature: (Seal) |) | (Seal) |
|---|----------------------------------|--------|
| Name and Title: | Surety's Name and Corporate Seal | 、 ^ |
| | Ву: | |
| | Signature and Title | |
| | (Attach Power of Attorney) | |
| Space is provided below for signatures of additic arties, if required.) | onal | |
| | Attest: | |
| | Signature and Title | |
| CONTRACTOR AS PRINCIPAL | SURETY | |
| Company: | | |
| Signature: (Seal) |) | (Seal) |
| Name and Title: | Surety's Name and Corporate Seal | |
| | Ву: | |
| | Signature and Title | |
| | (Attach Power of Attorney) | |
| | Attest: | |
| | Signature and Title: | |

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:
 - 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.

FOR INFORMATION ONLY – Name, Address and Telephone Surety Agency or Broker Owner's Representative (engineer or other party) 6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

- 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
- 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
- 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance 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 which 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.

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): *East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing Contract:* The intent of this contract is to secure all labor and equipment required for the East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing 20 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, overlay with OBG 1, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing, and installing stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

BOND

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

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

CONTRACTOR AS PRINCIPAL

SURETY

| Company: | | | |
|---|-----------------|----------------------------------|--------|
| Signature: | (Seal) | | (Seal) |
| Name and Title: | | Surety's Name and Corporate Seal | |
| | | By: | |
| | | Signature and Title | |
| | | (Attach Power of Attorney) | |
| (Space is provided below for signature parties, if required.) | s of additional | | |
| | | Attest: | |
| | | Signature and Title | |
| CONTRACTOR AS PRINCIPAL | | SURETY | |
| Company: | | | |
| Signature: | (Seal) | | (Seal) |
| Name and Title: | | 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.

FDOT SCRAP/SCOP: East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing

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:
 - 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
 - Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 - 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

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

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

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

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

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

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

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

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

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

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

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

15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

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

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:

| а. | State | Statutory |
|------------|---|-----------|
| <i>b</i> . | Applicable Federal (e.g., Longshoreman's) | Statutory |
| С. | Employer's Liability | \$100,000 |

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

| а. | General Aggregate | \$1,000,000 |
|------------|--|------------------------|
| <i>b</i> . | Products – Completed Operations Aggregate | \$1,000,000 |
| с. | Personal and Advertising Injury | \$1,000,000 |
| <i>d</i> . | Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000 |
| е. | Property Damage liability insurance will provide Explosion | , Collapse, and Under- |
| | ground coverages where applicable. | |
| f. | Excess or Umbrella Liability | |

Excess or Umbrella Liability1)General Aggregate\$1,000,0002)Each Occurrence\$1,000,000

Supplementary Conditions - 1

2008-004-ENG

FDOT SCRAP/SCOP: East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing

3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:

| а. | Bodily Injury: | |
|------------|--------------------------|-------------|
| | 1) Each person | \$1,000,000 |
| | 2) Each Accident | \$1,000,000 |
| <i>b</i> . | Property Damage: | |
| | 1) Each Accident | \$ 500,000 |
| С. | 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:

| а. | 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.

- 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 East & South Red Padgett Road (CR 356A/356) under the terms of an FDOT SCRAP/SCOP Agreement. Such improvements include widening and resurfacing an existing 20 ft wide road to a 24 ft wide paved roadway by installing limerock widening strips, overlay with OBG 1, reclaiming the existing asphalt, and resurfacing the roadway, reshaping ditches, extending, removing, and installing stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications. All work shall be completed in accordance with "Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards", latest edition or "FDOT Standard Specifications for Road and Bridge Construction", latest edition and as amended by these specifications or plans.
- 2. FDOT MODIFICATIONS When "FDOT Roadway and Traffic Design Standards" or "FDOT Standard Specifications for Road and Bridge Construction" refers to FDOT, Engineer, Department, Inspector, these items shall refer to Taylor County Engineer or authorized representative. When "FDOT Roadway and Traffic Design Standards" or "FDOT Standard Specifications for Road and Bridge Construction" refers to Laboratory this item refers to an independent properly licensed testing lab selected by Contractor with approval of County and fully compensated by Contractor.
- 3. FDOT SPECIFICATIONS When the specifications refer to the State of Florida or officials of the State it shall be interpreted as the County Commissioners or their authorized representative.
- 4. WARRANTY The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a three-year period after the date of final acceptance. The Performance Bond for this project may be reduced to 75% of the contract amount after completion of the first year of warranty and then further reduced to 50% for the final year.
- 5. All materials used shall meet all requirements of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and methods of construction shall meet all requirements of the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition. Materials testing for this project shall be performed by an independent properly licensed testing lab selected by the Contractor with approval of the County and compensated by the Contractor. Results of required testing shall be forwarded and approved prior to covering work and prior to acceptance for payment.
- 6. The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout shall be done using competent and experienced personnel under the supervision of a Land Surveyor registered in the State of Florida at the Contractor's expense. Control points established by the Owner and disturbed by the Contractor will be replaced by the Contractor at his expense. Survey monuments or markers which will be removed by construction shall be properly referenced to the right-of-way line prior to

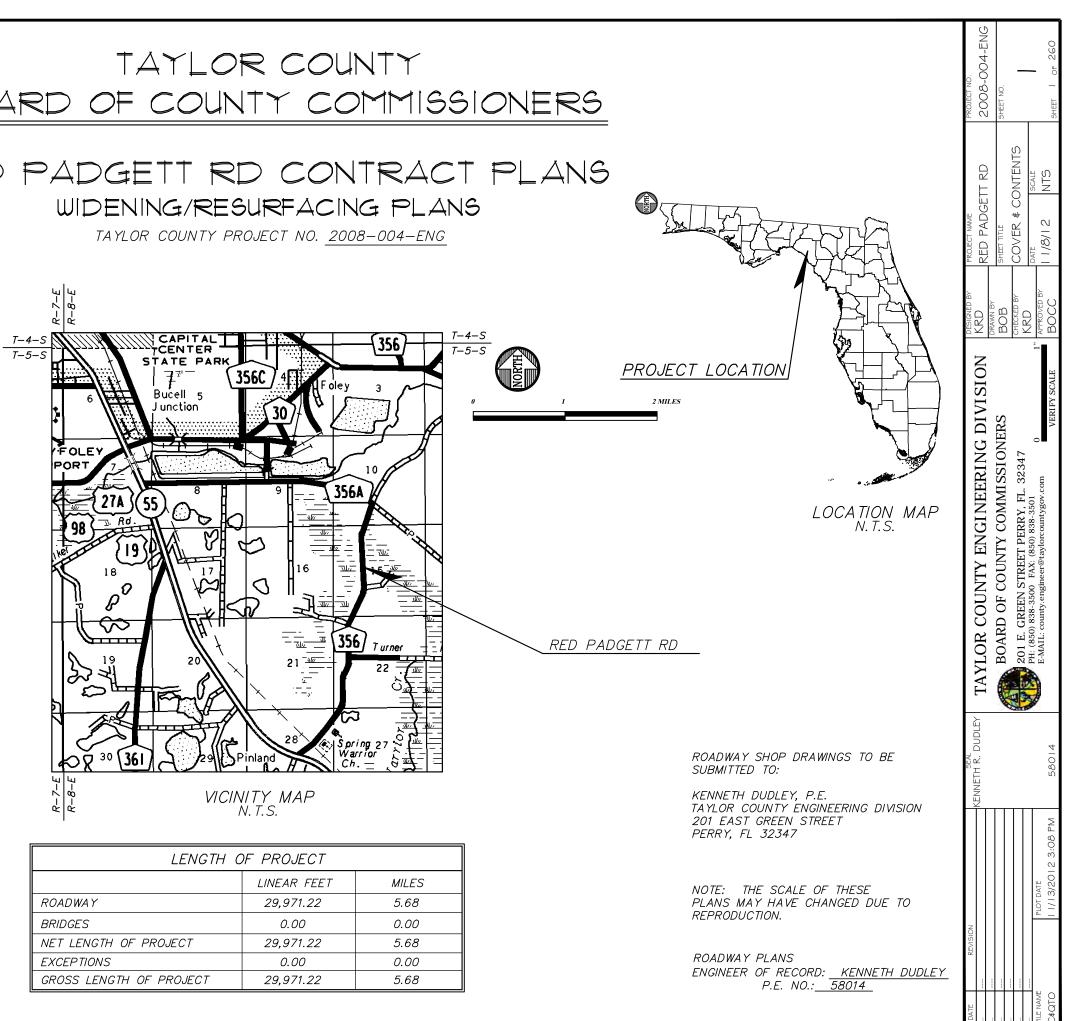
removal. Reference documentation shall be provided to the County upon project completion.

- 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-perminute 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.



BOARD OF COUNTY COMMISSIONERS

RED PADGETT RD CONTRACT PLANS WIDENING/RESURFACING PLANS



| LENGTH OF PROJECT | | | | |
|-------------------------|-------------|-------|--|--|
| | LINEAR FEET | MILES | | |
| ROADWAY | 29,971.22 | 5.68 | | |
| BRIDGES | 0.00 | 0.00 | | |
| NET LENGTH OF PROJECT | 29,971.22 | 5.68 | | |
| EXCEPTIONS | 0.00 | 0.00 | | |
| GROSS LENGTH OF PROJECT | 29,971.22 | 5.68 | | |

| SHEET | DESCRIPTION |
|---|---|
| DESCRIPTION | |
| 1 | COVER AND CONTENTS OF SET |
| 2 | GENERAL NOTES |
| 3~4 | TYPICAL SECTION |
| 5~9 | SUMMARY OF QUANTITIES |
| 10~73 | PLAN & PROFILE |
| 74~223 | CROSS SECTIONS |
| S-1 | SIGNAGE SCHEDULE |
| S-2 | STRIPING PLAN |
| S– <i>3</i> ~S– <i>3</i> 5 | SIGNING AND PAVEMENT MARKINGS |
| TC-1 | TRAFFIC CONTROL |
| SWPP-1 | STORM WATER POLLUTION PREVENTION PLAN |
| 10~73 74~223 S-1 S-2 S-3~S-35 TC-1 | PLAN & PROFILE CROSS SECTIONS SIGNAGE SCHEDULE STRIPING PLAN SIGNING AND PAVEMENT MARKINGS TRAFFIC CONTROL |

PLAN INDEX

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.

GENERAL NOTES

- ALL ROADWAY AND DRAINAGE CONSTRUCTION AND MATERIALS SHALL BE PER FDOT STANDARDS AND SPECIFICATIONS. MATERIALS SHALL MEET FOOT SPECIFICATIONS AND SHALL BE PRODUCED OR OBTAINED FROM AN FDOT APPROVED SOURCE. MATERIALS NOT COVERED UNDER THE STANDARD FDOT SPECIFICATIONS SHALL MEET THE REQUIREMENTS MITHIN THESE PLANS AND THE RESPECTIVE MANUFACTURER.
- 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.
- ANY EXISTING BENCHMARKS ARE TO BE REESTABLISHED BY THE CONTRACTOR'S З. SURVEYOR. IF DISTURBED.
- 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 FOOT ROAD AND BRIDGE CONSTRUCTION STANDARDS AND SPECIFICATIONS AS DETERMINED NECESSARY AND DIRECTED BY THE COUNTY ENGINEERING DIVISION. SEE FDOT INDEX NO. 500 & 505.
- 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 5.
- 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.
- 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 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 FOOT 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 UNPAVED COUNTY ROADS ARE TO BE PAVED TO THE R/W LINE OR AS SHOULDER. 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 YPICAL ROADWAY MODIFICATION SECTION FOR SOD LOCATIONS)
- 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 13. APPROVAL OF ADDITIONAL COMPENSATION.
- 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.
- 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 COOSSOVER, 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.
- ALL ITEMS AS SHOWN ON THE PLANS MAY BE INCREASED, DECREASED OR OMITTED AS DIRECTED BY THE COUNTY ENGINEERING DIVISION OR THE AUTHORIZED REPRESENTATIVE. 17.
- ALL WELLS, CLEANOUTS, MANHOLE TOPS, PULL BOX COVERS AND OTHER UTILITY APPURTENANCES WITHIN THE PROJECT LIMITS SHALL BE PROTECTED AND ADJUSTED WHERE NECESSARY TO MATCH PROPOSED FINISH GRADES.
- 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.
- 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: | TELEPHONE NUMBER: |
|-----------------------------------|-------------------|---------------------|---------------------|
| COMCAST | CABLE TELEVISION | PHIL CARTER | 850-251-7846 |
| GTCOM, INC./FAIR POINT | TELEPHONE | RANDY NEWMAN | 850-584-0900 |
| MCI WORLDCOM / VERIZON | TELEPHONE | JOHN McNEAL | 904-355-0187 |
| BROADWING COMMUNICATIONS | TELEPHONE | KEVIN MEANS | 352-317-6227 |
| TRI-COUNTY ELECTRICAL COOPERATIVE | ELECTRIC | CARL HACKLE | 1-800-999-2285 X248 |
| PROGRESS ENERGY | ELECTRIC | MIKE WELLER | 352–694–8531 |
| CITY OF PERRY | GAS, SEWER, WATER | BARNEY JOHNSON, JR. | 850-584-7161 |

MAINTENANCE OF TRAFFIC BY CONTRACTOR

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SAFE PASSAGE OF TRAFFIC AND PROTECTION OF HIS WORK FORCE THROUGHOUT THE PROJECT.
- A MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED BY THE CONTRACTOR IN ACCORDANCE WITH PART SIX OF THE MANUAL OF UNIFORM TRAFFIC CONTROL 2. 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.
- 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. 3.
- 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.
- UNLESS SPECIFICALLY AUTHORIZED BY THE COUNTY ENGINEERING DIVISION, THE 5 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.
- ALL ABOVE GROUND OBSTRUCTIONS WITHIN THE CLEAR ZONE = 14' (FT) OF 6. 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
- TEMPORARY LANES SHALL BE STABILIZED AND SUITABLE FOR PASSENGER VEHICLES DURING ALL WEATHER CONDITIONS. 7.

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:

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.

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 EROSION/SEDIMENTATION PROTECTION AT THE END OF EACH WORKING DAY.

- NOTE: EROSION/SEDIMENTATION CONTROL SHALL BE PLACED PRIOR TO ANY SITE EXCAVATION AND/OR FILLING AND SHALL REMAIN IN PLACE UNTIL SITE EXCAVATION IS COMPLETE AND VEGETATION ESTABLISHED.
- 2. ALL SLOPES STEEPER THAN 3H: 1V REQUIRE LAPPED OR PEGGED SOD.
- ALL INLET STRUCTURES AND PIPES SHALL BE PROTECTED FROM SILTATION BY .3 CONSTRUCTING INFET PROTECTION AS DEFINED IN THE EDOT STANDARDS
- PERMANENT VEGETATIVE STABILIZATION SHALL BE APPLIED ON FINE GRADED SITES AS SOON AS PRACTICAL. TEMPORARY SEEDING SHOULD BE EMPLOYED TO PREVENT 4. EXPOSURE OF BARREN SOILS UNTIL PERMANENT VEGETATION CAN BE APPLIED.
- ALL SYNTHETIC BALES, SILT FENCE AND OTHER EROSION CONTROL MEASURES SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT ONCE VEGETATION IS 5. ESTABLISHED

MISCELLANEOUS NOTES

- 1 PERFORMANCE TURF, SOD TYPE SHALL BE BERMUDA FOR THE ENTIRE PROJECT.
- BURNING OF MATERIALS AND/OR DEBRIS AS A MEANS OF DISPOSAL IS PROHIBITED 2. WITHIN THE LIMITS OF THE PROJECT.
- 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 З.
- REGRADE SIDE DITCHES TO LIMITS SHOWN OR 25 FEET MINIMUM TO PROVIDE SMOOTH TRANSITION WITH EXISTING FLOW LINES.

GOVERNING SPECIFICATIONS

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PFRMITTED.

- ASPHALT: SECTION 330 AND 334 OF FDOT SPECIFICATIONS, LATEST EDITION THE EXIS PREPAR MILLING: SECTION 327 OF EDOT SPECIFICATIONS, LATEST EDITION THE TIME COORDIN BASE: SECTION 200 ~ 290 OF FDOT SPECIFICATIONS. LATEST EDITION SIGNAGE 2 SUBGRADE: SECTION 160 OF FDOT SPECIFICATIONS, LATEST FDITION THESE I GRASSING: SECTION 570 OF FDOT SPECIFICATIONS. LATEST EDITION FDOT DE 3. SIGNS SODDING: SECTION 570 OF FDOT SPECIFICATIONS, LATEST EDITION OF TRAVEL STRIPES & MARKINGS: SECTION 710 & 711 OF FDOT SPECIFICATIONS, LATEST SECTION ALL PAV RETROFLECTIVE PAVEMENT MARKERS - SECTION 706 AND 970 OF FDOT TRAFFIC SPECIFICATIONS. LATEST EDITION MARKING SIGNAGE: SEE FDOT INDEX 11860, 11862, 11865, 17302, 17344, 17346, 17352, AND 17359 CONSTR MARKING GUARDRAIL: SECTION 536, FDOT SPECIFICATIONS AND FDOT INDEX 400 6. RFTRO-NO. 173 RAILROAD CROSSINGS. FDOT INDEX 560 SIGN BR MAINTENANCE OF TRAFFIC - SEE FDOT INDEX 600 SERIES. MUTCD SELECTE RESPEC CULVERTS: FDOT INDEX 272 AND 273 - MITERED END SECTIONS MISCELLANEOUS DRAINAGE DETAILS
 DITCH PAVEMENT AND SODDING FDOT INDEX 280 SIGNAGE FDOT INDEX 281 NEW BR INCLUDE COMPLY TESTING REQUIREMENTS 9. ALL D.3 AS COM ALL TESTING SHALL BE PERFORMED BY A LICENSED/CERTIFIED LABORATORY. UPON 10. SIGNS S SELECTION, THE LABORATORY SHALL BE APPROVED IN WRITING BY THE COUNTY OTHERW PRIOR TO BEGINNING ANY ON-SITE TESTING OR MATERIAL COLLECTION. UPPERC. COPIES OF ALL TEST RESULTS SHALL BE PROVIDED TO THE COUNTY ENGINEERING CONTRA 11. DIVISION. PASSING RESULTS WILL BE REQUIRED PRIOR TO BEGINNING THE NEXT PHASE OF CONSTRUCTION. PROJECT OF FABE THE COUNTY ENGINEERING DIVISION SHALL BE NOTIFIED NO LESS THAN 24 HOURS IN ADVANCE FOR SCHEDULING INSPECTION OF PERINENT STAGES OF CONSTRUCTION INCLUDING SUBGRADE PREPARATION, LIMEROCK PLACEMENT, PRIME AND TACK COATS, ASPHALT PLACEMENT, CULVERT INSTALLATIONS AND OTHERS AS REMOVA 12. REQUIRED FOR APPROVAL. 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. 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 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. 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
- 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. 8.
- 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 9. ACHIEVE 98.0% OF MODIFIED PROCTOR DENSITY (AASHTO T 180).
- IN-PLACE THICKNESS OF EACH COURSE OF A BASE COURSE SHALL BE DETERMINED 10. 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
- 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 11. AGGREGATE GRADATION AND ASPHALT CONTENT MEETS APPROVED DESIGN CRITERIA.
- SURFACE SMOOTHNESS AND IN-PLACE DENSITY OF EACH COURSE OF ASPHALT 12. SURFACE SMOUTHNESS AND IN-PLACE DENSITY OF EACH COURSE OF ASPRALI 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 PERVIDED
- CONTRACTOR PROCESS CONTROL TESTS SHALL BE REQUIRED FOR PROJECTS LESS 13. THAN 2,000 TONS OF HOT MIX ASPHALT.
- 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 14. REPRESENTATIVE

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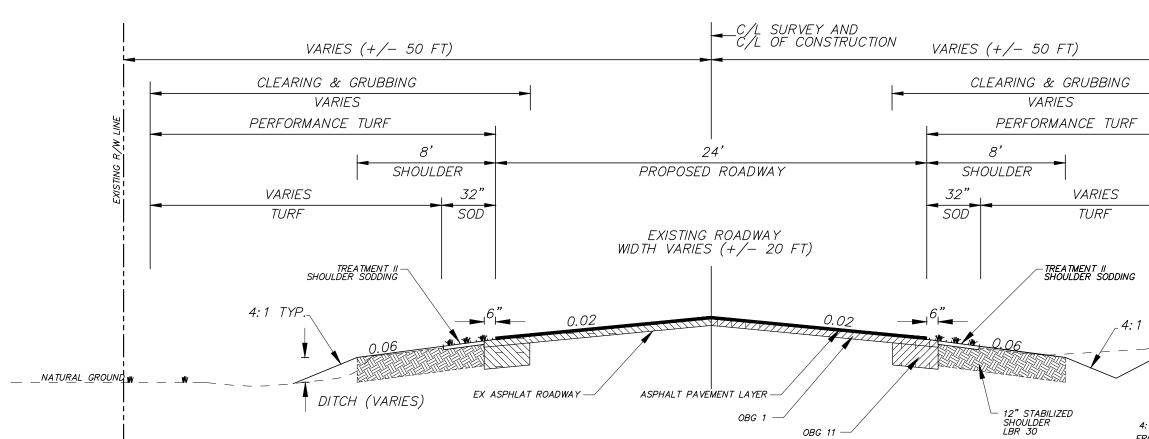
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|---|--------------------------------------|---|------------|------------|-------------------|
| SIGNAGE AND PAVEMENT MARKING | 4-ENG | | | | 260 |
| XISTING SIGNAGE INVENTORY REFLECTS DATA COLLECTED DURING PLANS RRATION AND IT IS POSSIBLE THAT ADDITIONAL SIGNS MAY BE PRESENT AT IME OF CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DINATE THE DISPOSITION OF SUCH SIGNS WITH THE PROJECT ENGINEER. | PROJECT NO. 2008-004 | NO. | (| N | - 2 _{OF} |
| GE AND PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH PLANS, FDOT DESIGN STANDARDS, AND THE MUTCD, LATEST EDITIONS. | PROUF 20 | SHEET | | | SHEET |
| DESIGN STANDARDS INDEX NO. 17302 NOTE NO. 5 IS MODIFIED TO READ: ALL SHALL HAVE A MINIMUM HEIGHT OF 7 FEETAS MEASURED FROM THE BOTTOM IE SIGN PANEL TO A HORIZONTAL LINE EXTENDED FROM THE EDGE OF THE L LANEOR SIDEWALK, WHICHEVER IS HIGHER. THIS INCLUDES RURAL DNS AND SECONDARY SIGN PANELS. | | | (0) | | (0 |
| AVEMENT MARKINGS SHALL MEET THE CRITERIA OF SECTION 710 "PAINTING IC STRIPES" AND SECTION 711 "THERMOPLASTIC TRAFFIC STRIPES AND INGS" OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BRIDGE IRUCTION, LATEST EDITION. | ME DGETT R | | L NOTES | SCALE | NTS |
| NGS SHALL BE AS PER FDOT INDEX NO. 17346 AND THESE PLANS. | ₹ ¢ | TITLE | ENERA | | /12 |
| >−REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED AS PER FDOT INDEX 7352 AND THESE PLANS. | RED 1 | SHEET . | GEN | DATE | 1/8/ |
| BRACKETS, SOIL PLATES, COLUMNS, AND FOUNDATIONS SHALL COMPLY/BE TED USING LATEST EDITION OF FDOT INDEX NO. 11860, 11862, AND 11865, TCTIVELY. | | 0) | Ť | | |
| GE DESIGNATED TO BE REUSED AND RELOCATED SHALL INCLUDE FURNISHING BRACKETS, SOIL PLATES, COLUMNS, AND FOUNDATION. RELOCATION TO DE COST OF NEW SIGN POST, FOUNDATION AND BRACKET, IF REQUIRED, TO LY WITH FDOT INDEX 11860. | KRD | DRAWN BY BOB | CHECKED BY | | |
| 3 STRET NAME SIGNS NOTED AS "PRIVATE" SHALL HAVE BLUE BACKGROUND MPARED TO GREEN BACKGROUND FOR PUBLIC SIGNS. | | | _ĭ | | |
| SHALL MEET MUTCD "CONVENTIONAL ROAD" SIGN SIZES UNLESS NOTED RMSE. D–3 GUIDE SIGNAGE SHALL BE NO LESS THAN 8" HIGH WITH 6" RCASE AND 4" LOWERCASE LETTERING AND BORDER. | NOI | | | | CALE |
| RACTOR SHALL PROVIDE THE COUNTY ENGINEERING DIVISION AND THE CT ENGINEER SHOP DRAWINGS OF CUSTOM, DIRECTIONAL AND D-SERIES GE FOR WRITTEN APPROVAL NO LESS THAN TWO (2) DAYS PRIOR TO DATE BRICATION. | IVIS | Ň | | | VERIFY SCALE |
| VAL AND ASSEMBLY INCLUDES ALL SUPPLEMENTAL PANELS. | TAYLOR COUNTY ENGINEERING | AYLOR 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@taylorcountygev.com | | | |
| DRAWING LEGEND | F | How we have | | | 7 |
| FOUND IRON ROD FOUND IRON PIPE PHONE PEDESTAL WATER METER AND BOX EXISTING GAS (OR WATER) VALVE AND BOX EXISTING STORMWATER MANHOLE | ^{SEAL} KENNETH R. DUDLEY | | | | 58014 |
| EXISTING HYDRANT ELECTRIC POWER POLE | | | | | 3:08 PM |
| ROADWAY SIGN | | | | L | 012 |
| TRAVERSE POINT (PK NAIL AND CAP) EXISTING FENCE TEMPORARY BENCHMARK (ELEV = X.XX') | | | | PI OT DATE | 1 1/1 3/201 |
| | REVISION | | | | |
| sr — SILT FENCE CLEAR ZONE | REV | | | | |
| — — SHOULDER | | | | | |
| | | | ; ; | | 10 10 |
| | DATE | | | I I I | C¢QTO |



RED PADGETT RD (CR 356, CR 356A) (10+14.59~XXX+XX) TYPICAL ROADWAY SECTION

TYPICAL SECTION NOTES

- 1 SUPERPAVE ASPHALTIC CONCRETE SHALL BE PLACED WITH A MECHANICAL SPREADER EQUIPPED AND USING ELECTRONIC TRANSVERSE AND AUTOMATIC LONGITUDNAL SCREED CONTROLS.
- COMPACTION OF ALL MATERIALS SHALL BE LIMITED TO STATIC MODE 2. ONLY UNLESS OTHERWISE DIRECTED BY ENGINEER.
- RESURFACE SIDE STREETS TO LIMITS SHOWN IN PLANS. .3.
- INSTALL OPTIONAL BASE GROUP 11 WIDENING TO 25 FT MIN WIDTH 4.
- PLACE OPTIONAL BASE GROUP 1 OVER EXISTING ROAD WIDTH 5 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

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

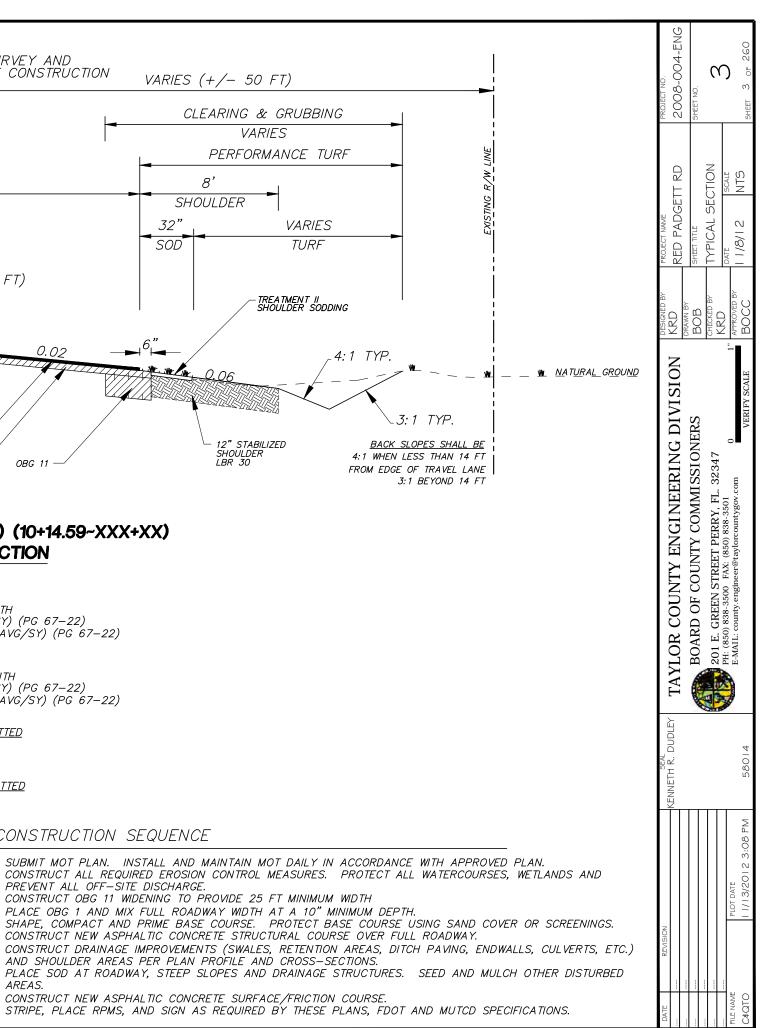
12" LIMEROCK (LBR 100)

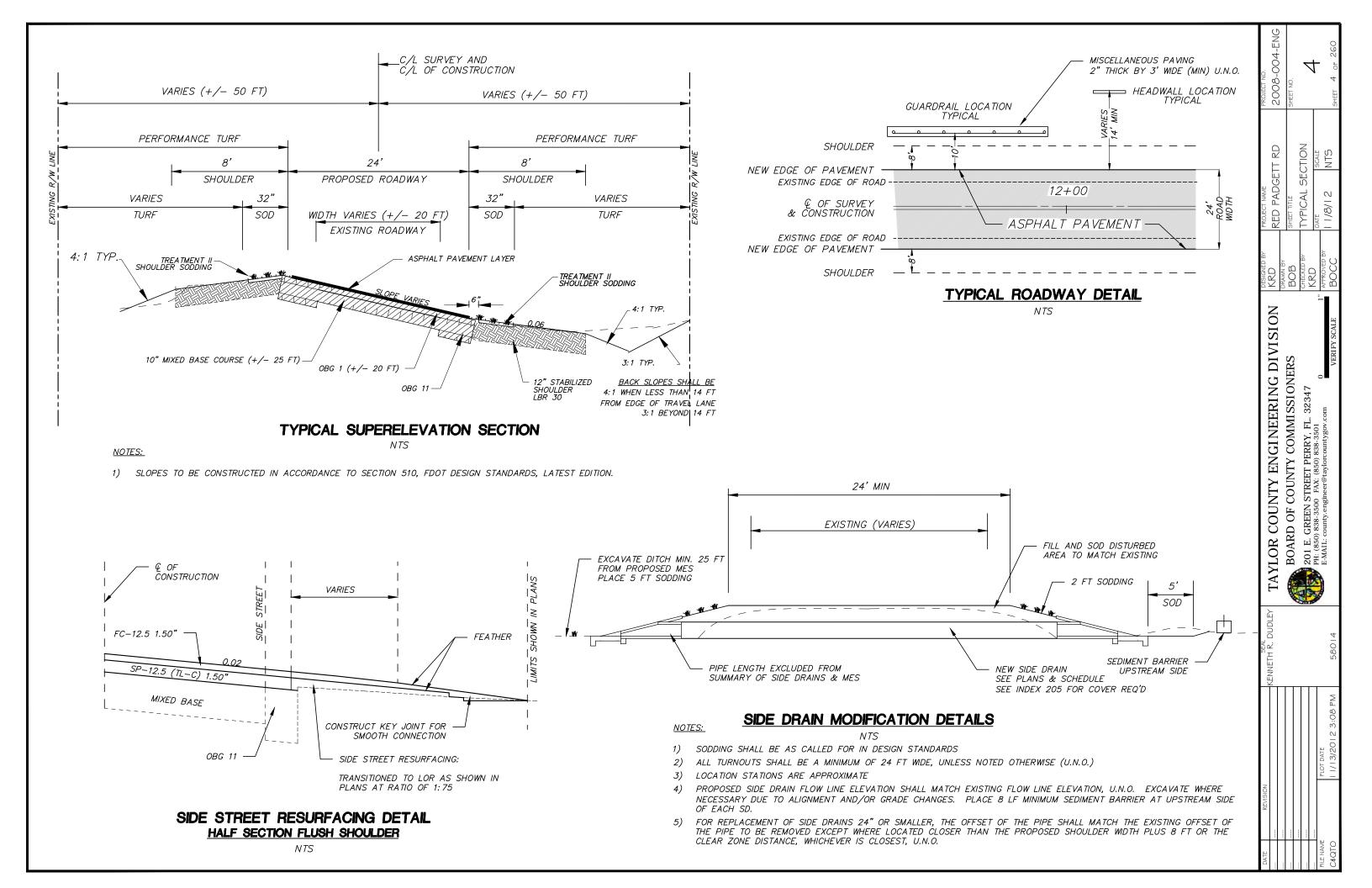
CONSTRUCTION SEQUENCE

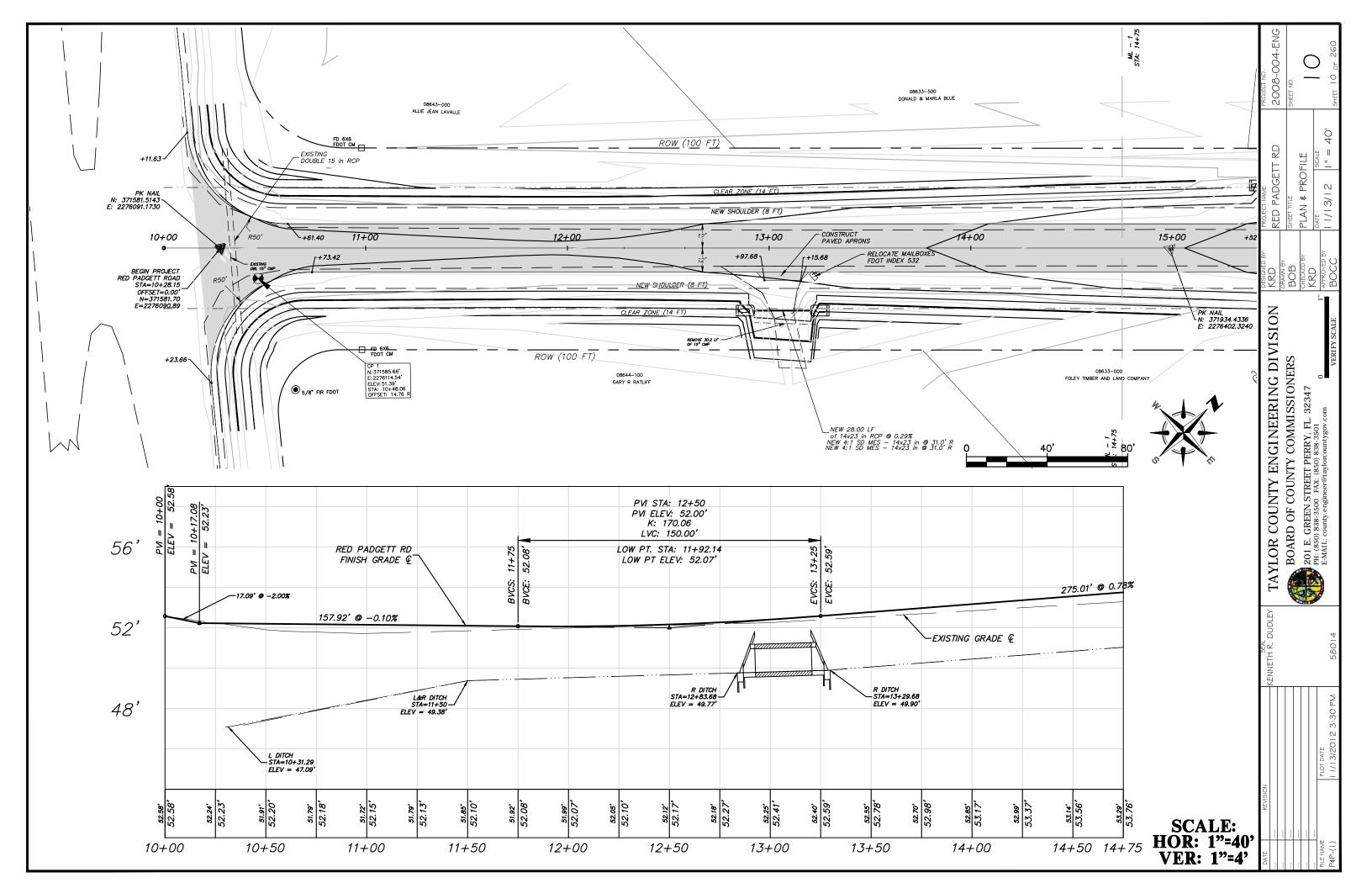
- SUBMIT MOT PLAN. INSTALL AND MAINTAIN MOT DAILY IN ACCORDANCE WITH APPROVED PLAN. 1
- 2 PREVENT ALL OFF-SITE DISCHARGE.
- CONSTRUCT OBG 11 WIDENING TO PROVIDE 25 FT MINIMUM WIDTH .3
- PLACE OBG 1 AND MIX FULL ROADWAY WIDTH AT A 10" MINIMUM DEPTH. 4.
- SHAPE, COMPACT AND PRIME BASE COURSE. PROTECT BASE COURSE USING SAND COVER OR SCREENINGS. .5
- CONSTRUCT NEW ASPHALTIC CONCRETE STRUCTURAL COURSE OVER FULL ROADWAY. 6.
- 7. AND SHOULDER AREAS PER PLAN PROFILE AND CROSS-SECTIONS.
- PLACE SOD AT ROADWAY, STEEP SLOPES AND DRAINAGE STRUCTURES. SEED AND MULCH OTHER DISTURBED 8 AREAS.
- 9. CONSTRUCT NEW ASPHALTIC CONCRETE SURFACE/FRICTION COURSE.
- 10. STRIPE, PLACE RPMS, AND SIGN AS REQUIRED BY THESE PLANS, FDOT AND MUTCD SPECIFICATIONS.

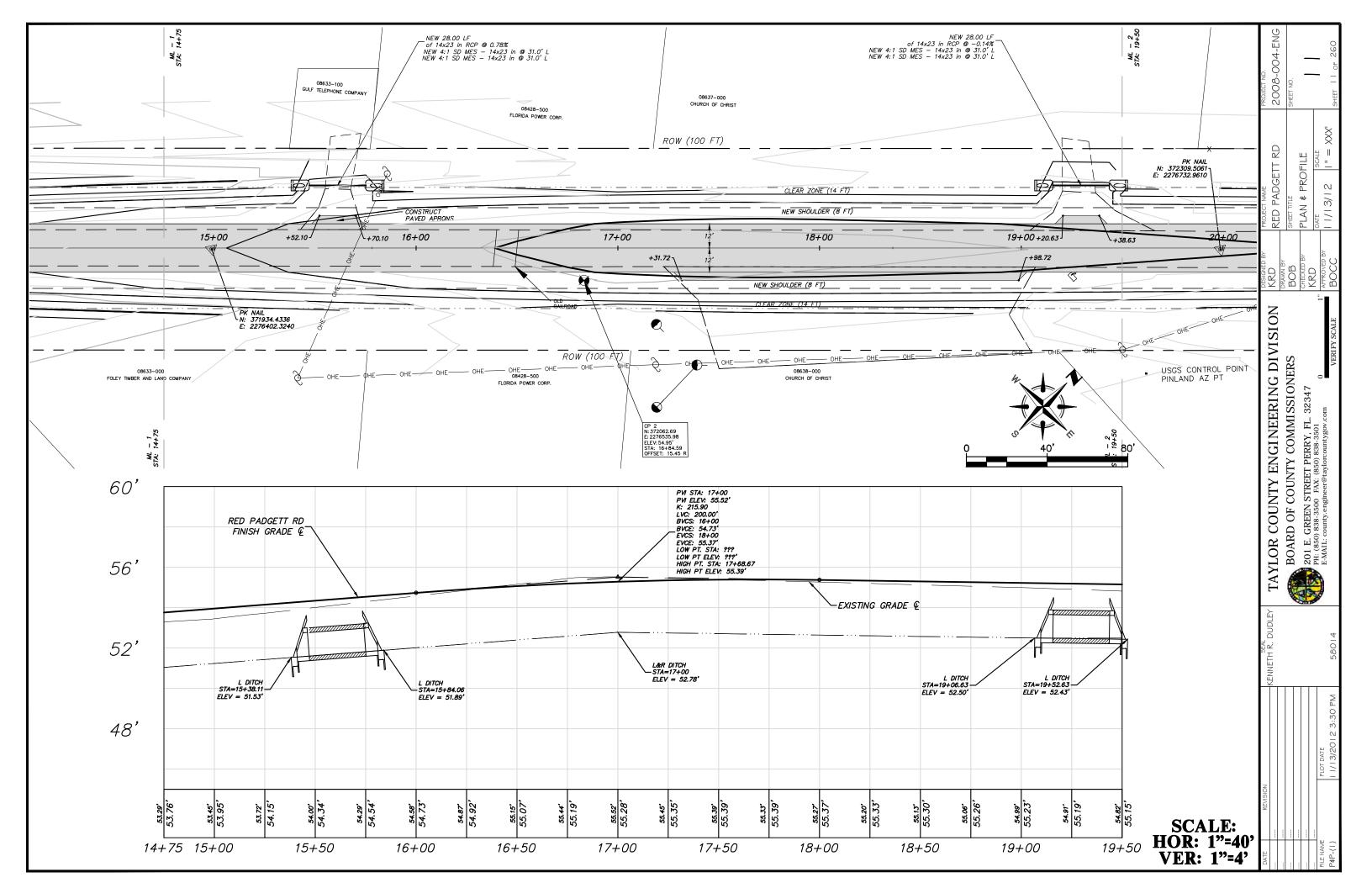
TRAFFIC DATA

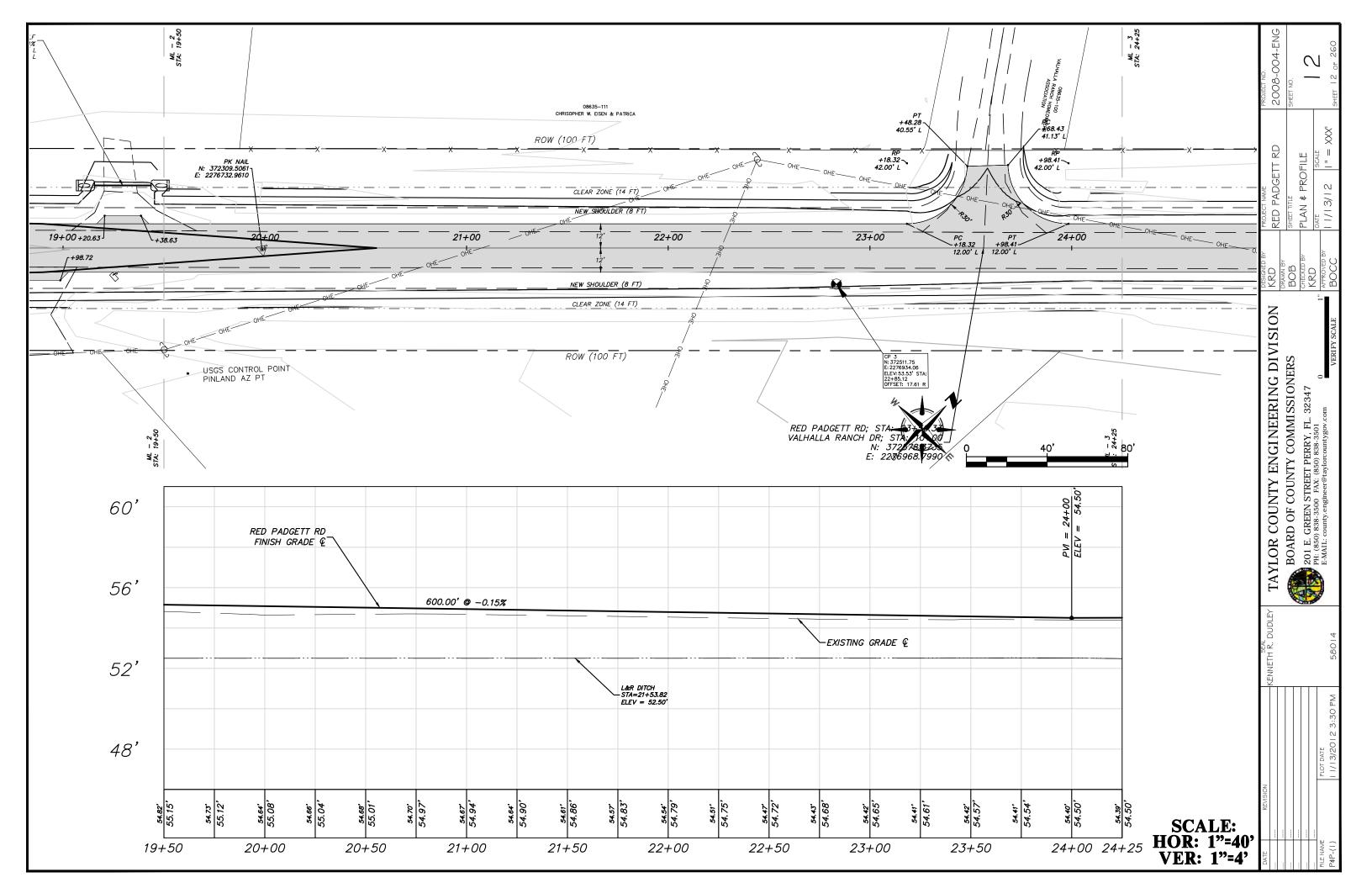
CURRENT YEAR ESTIMATE = 2012 AADT = 1,000 OPENING YEAR ESTIMATE = 2013 AADT = 1,015 DESIGN YEAR ESTIMATE = 2032 AADT = 1,347 FDOT TRAFFIC LEVEL = BK = N/A D = 50% T = 15%DESIGN HOUR T = N/ADESIGN SPEED = 50 MPH

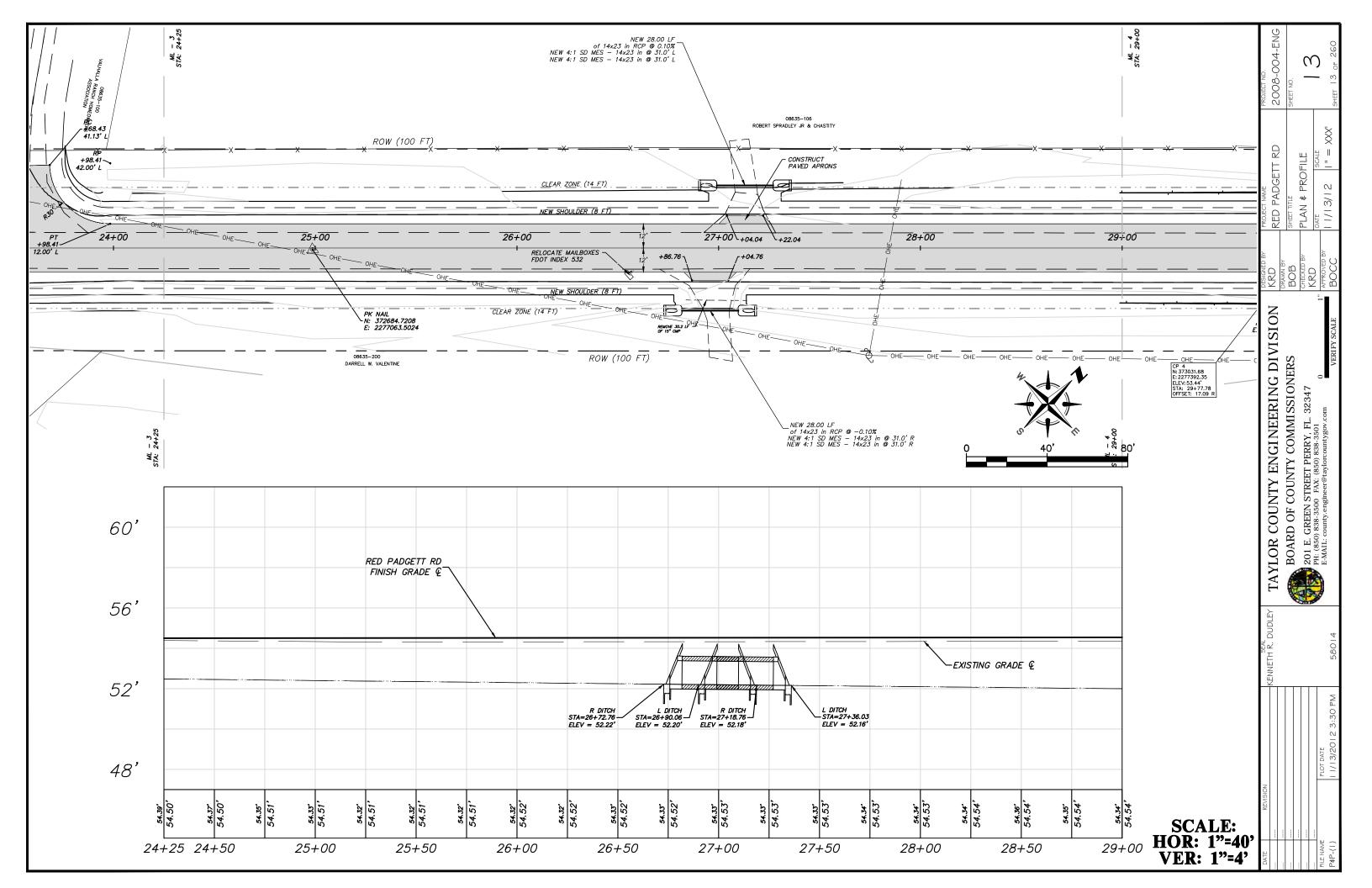


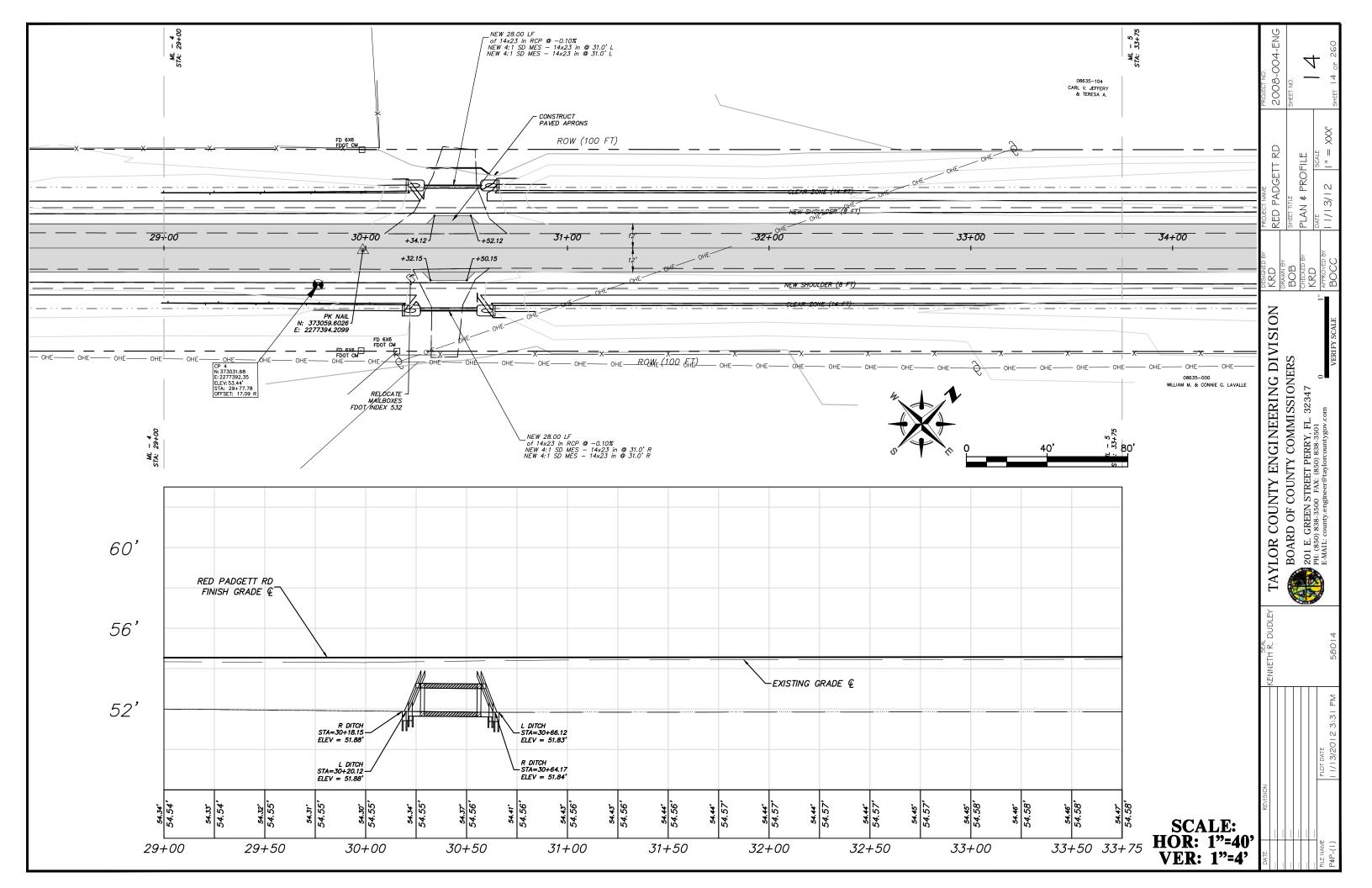


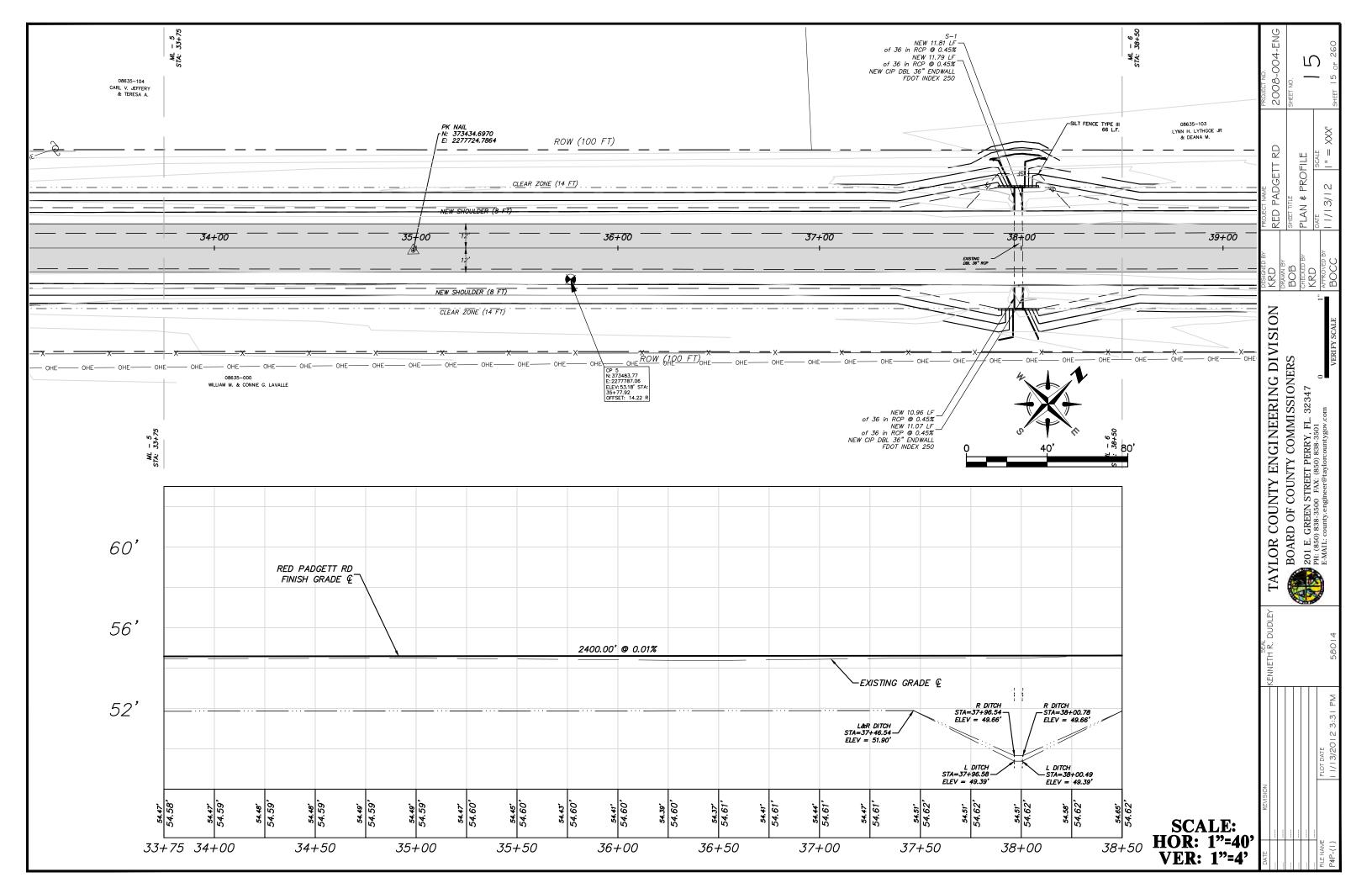


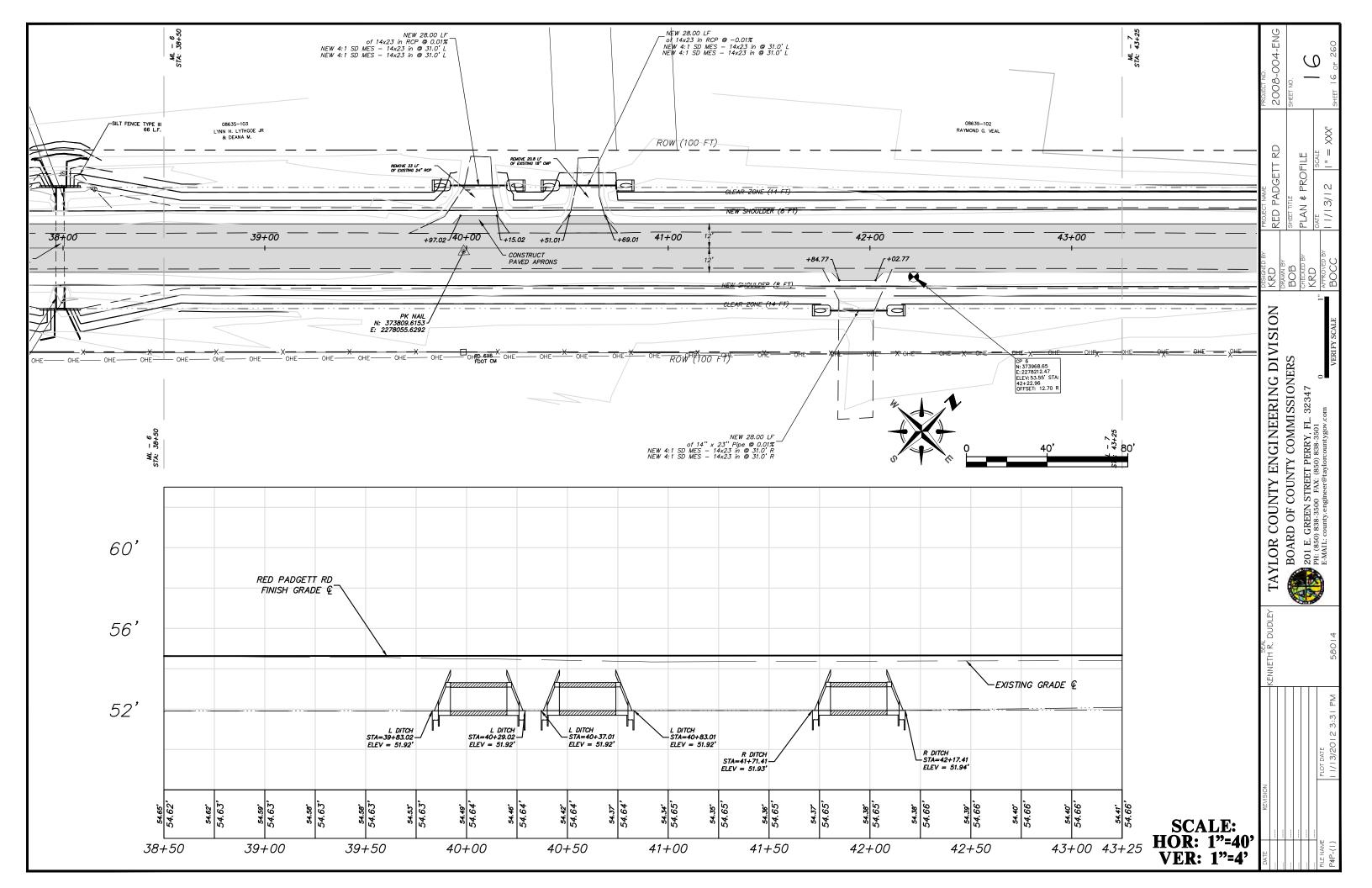


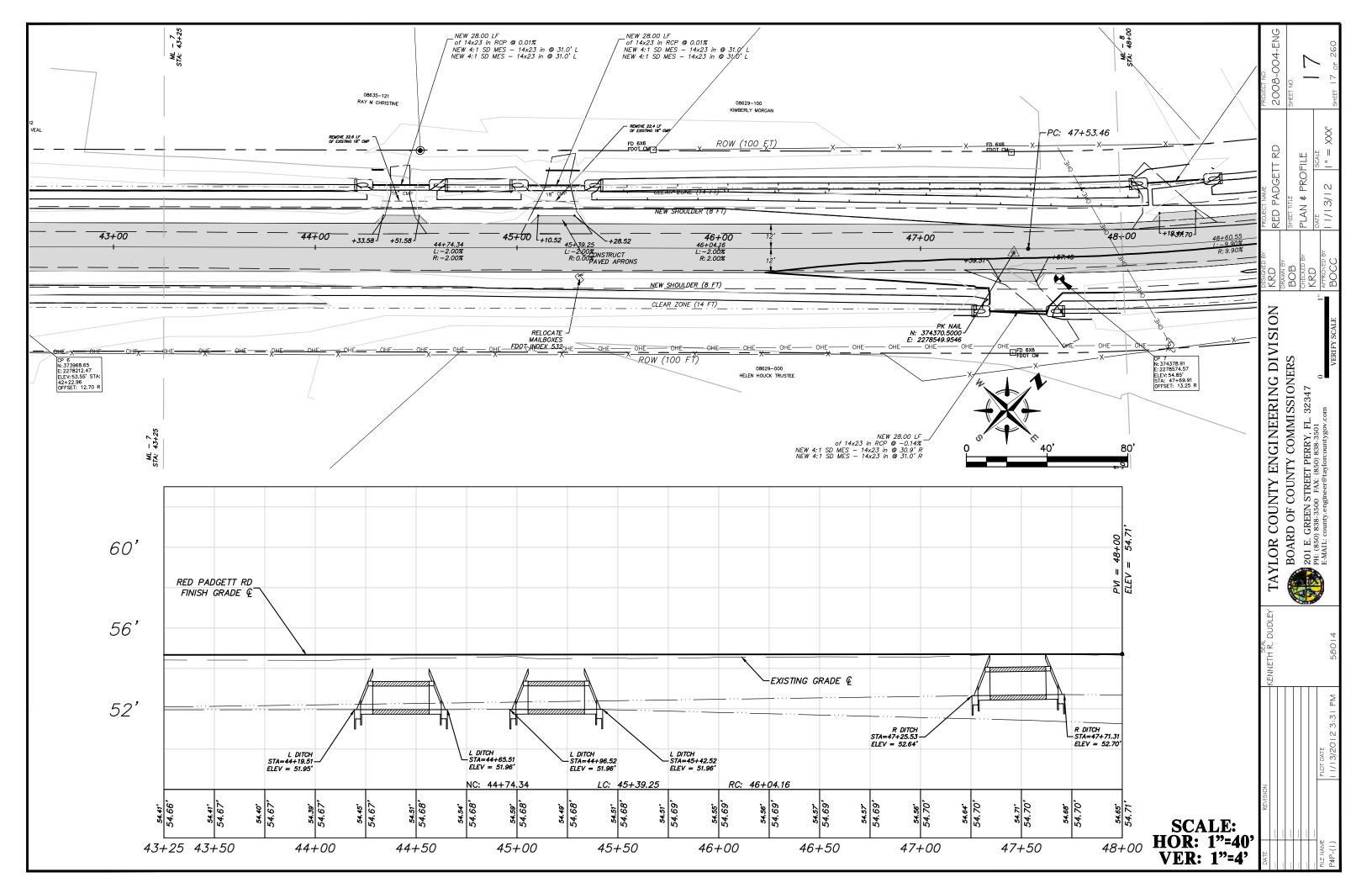


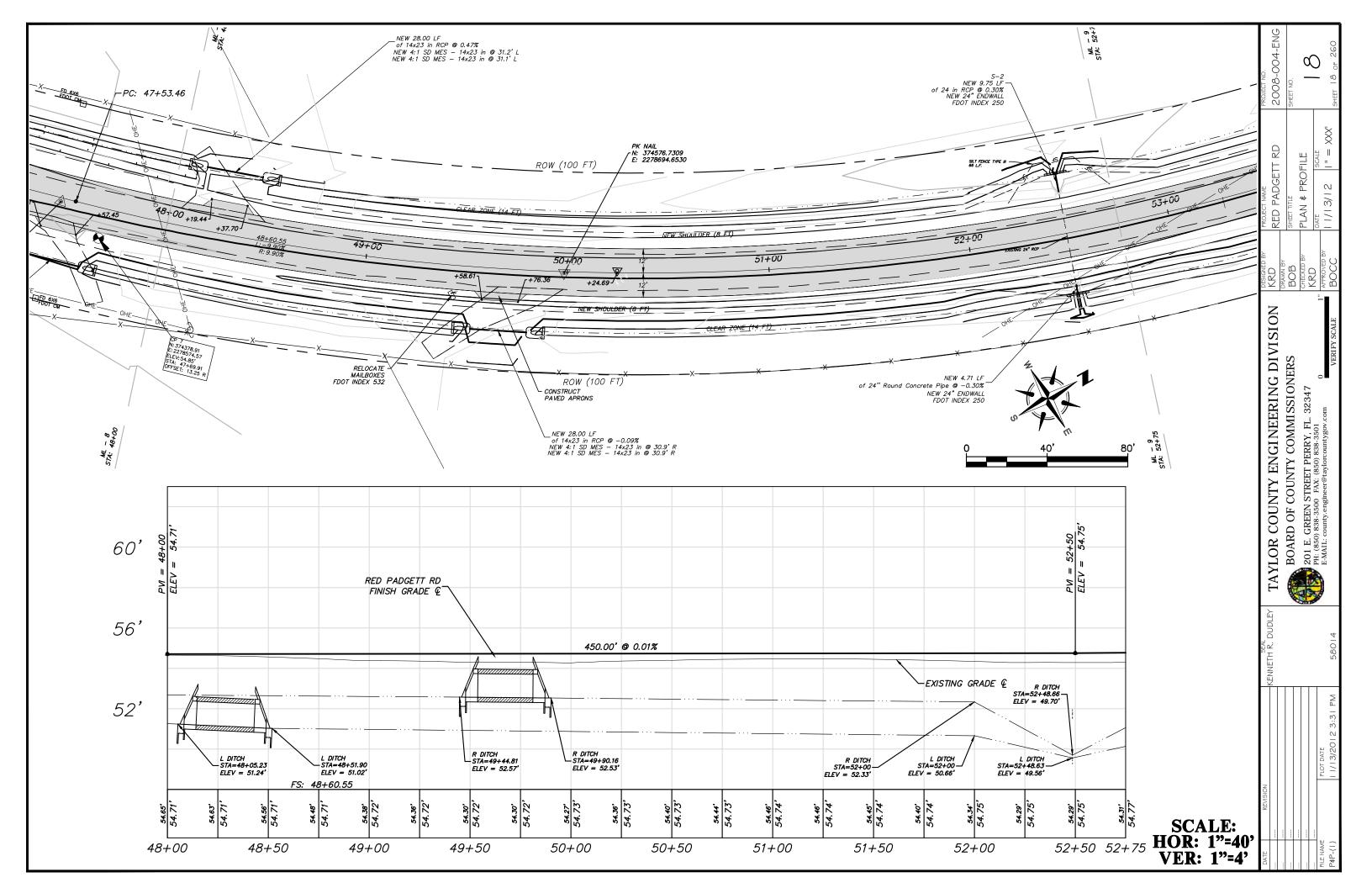


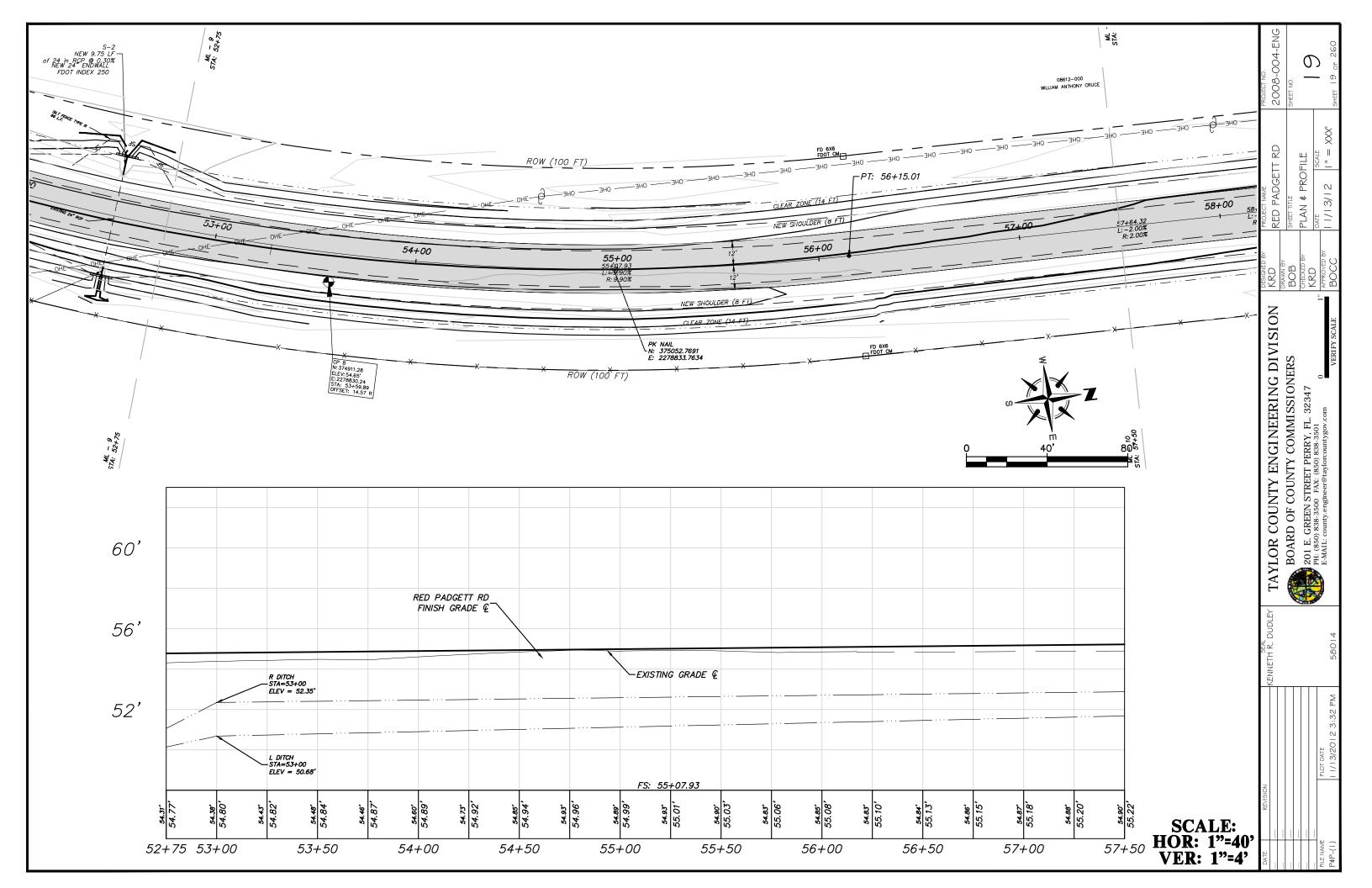


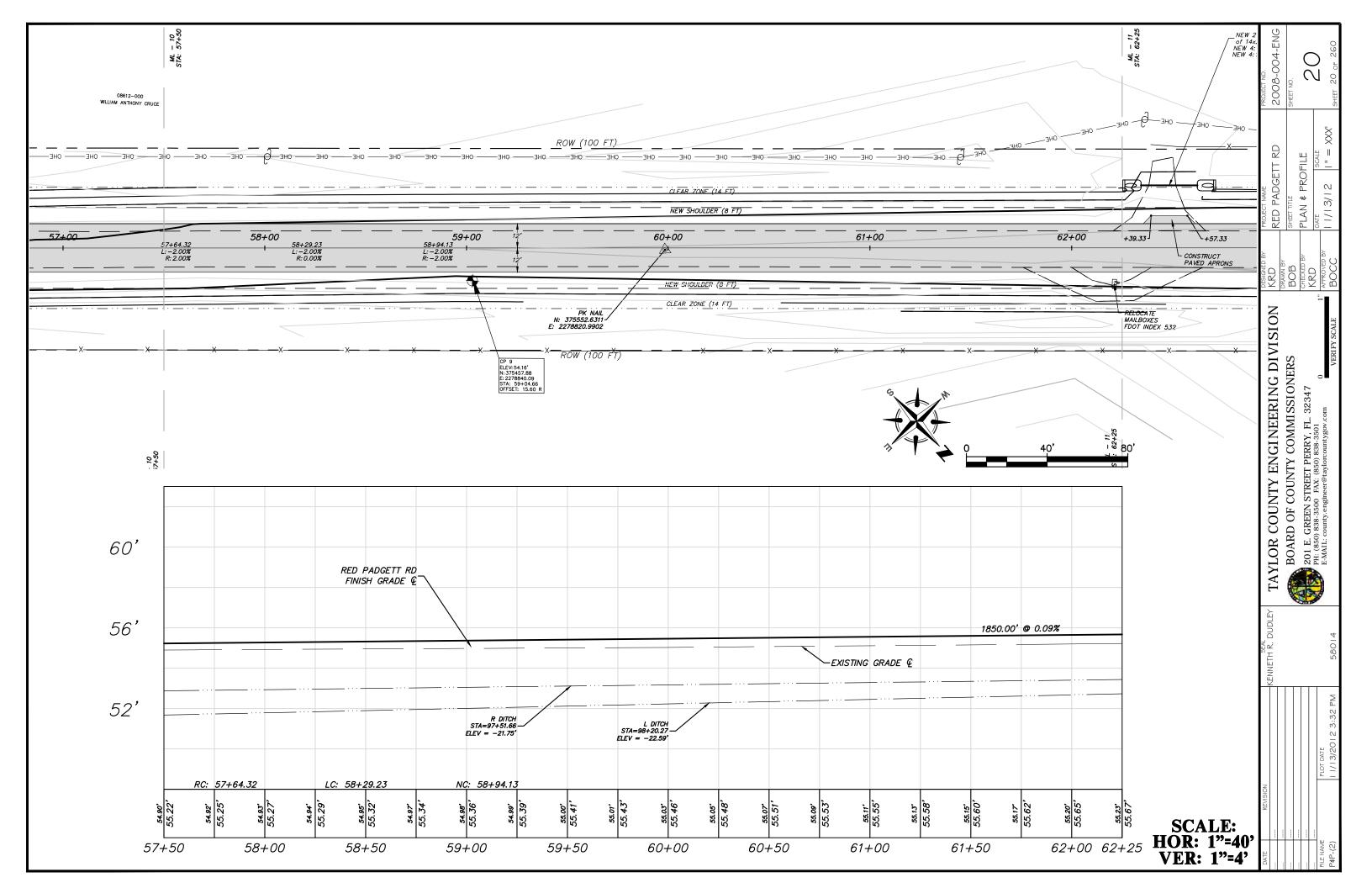


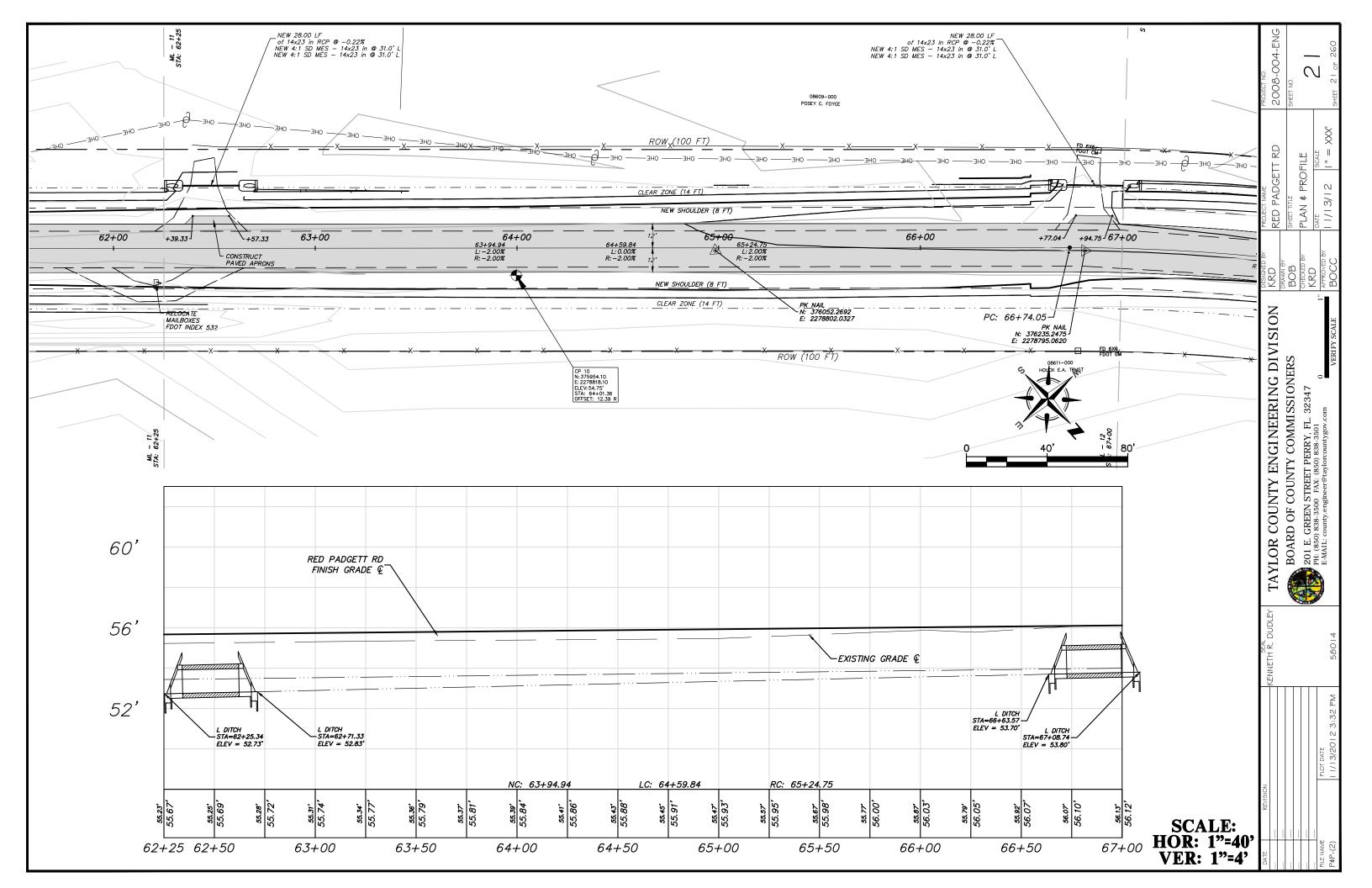


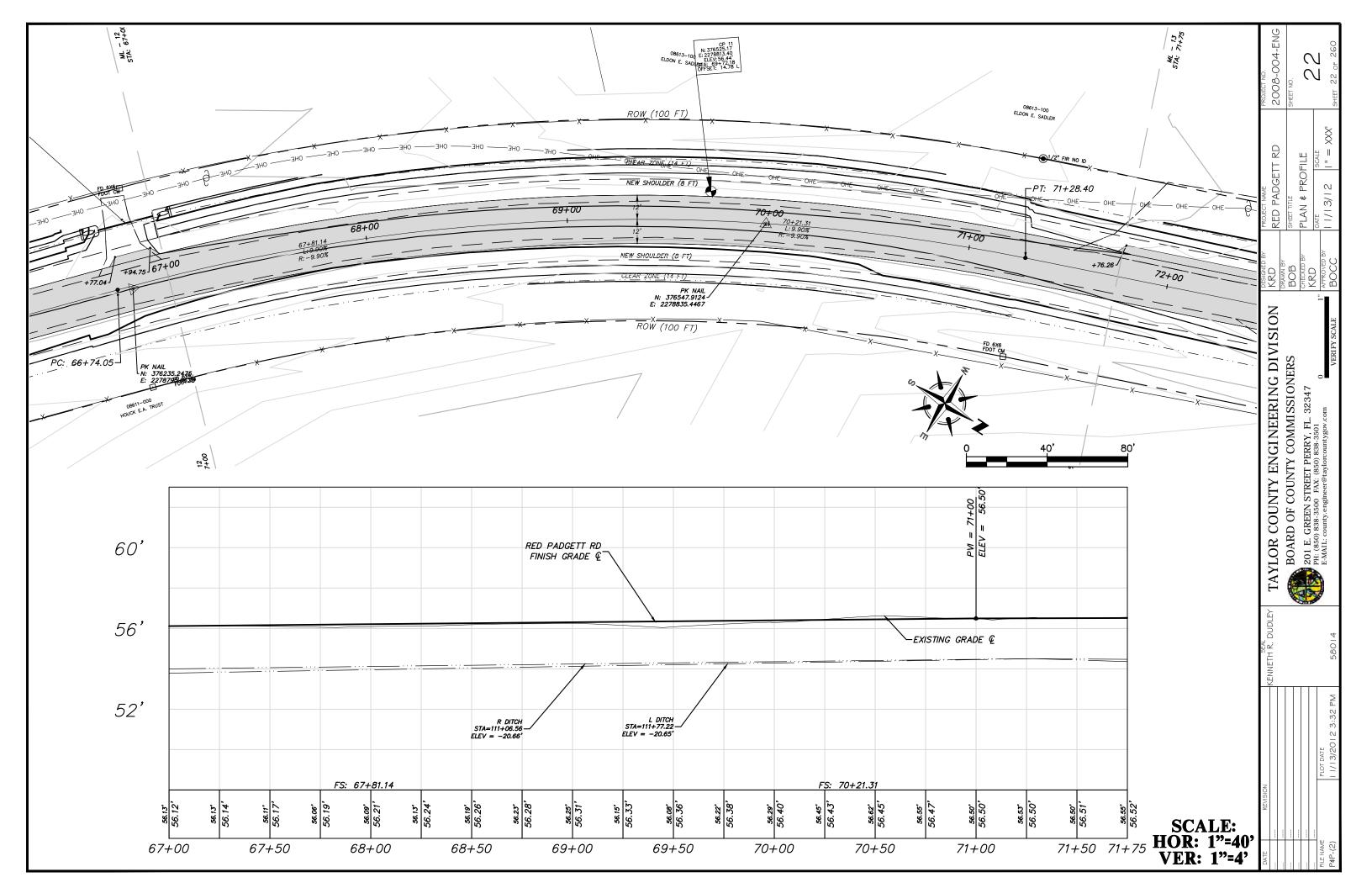


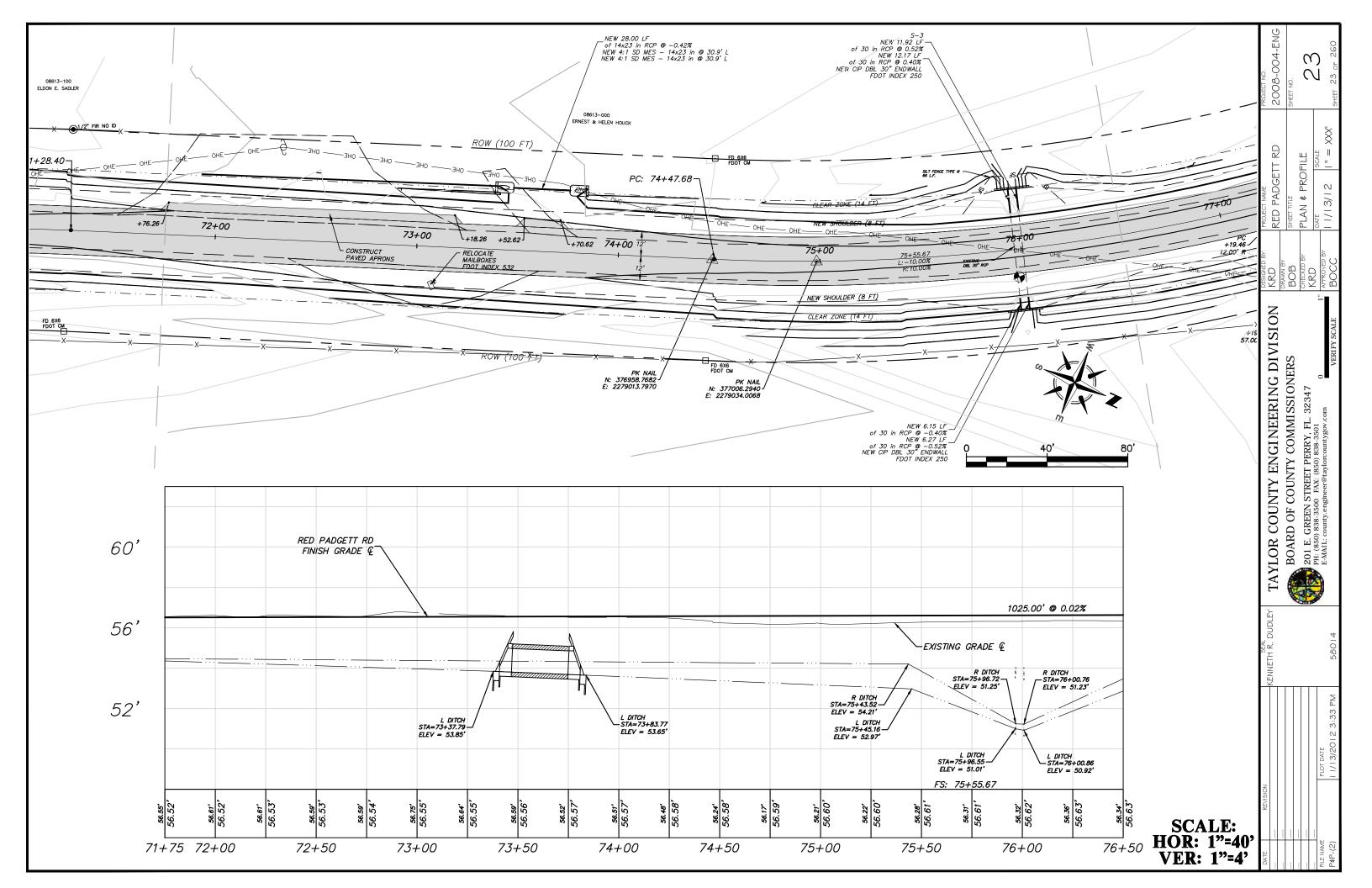


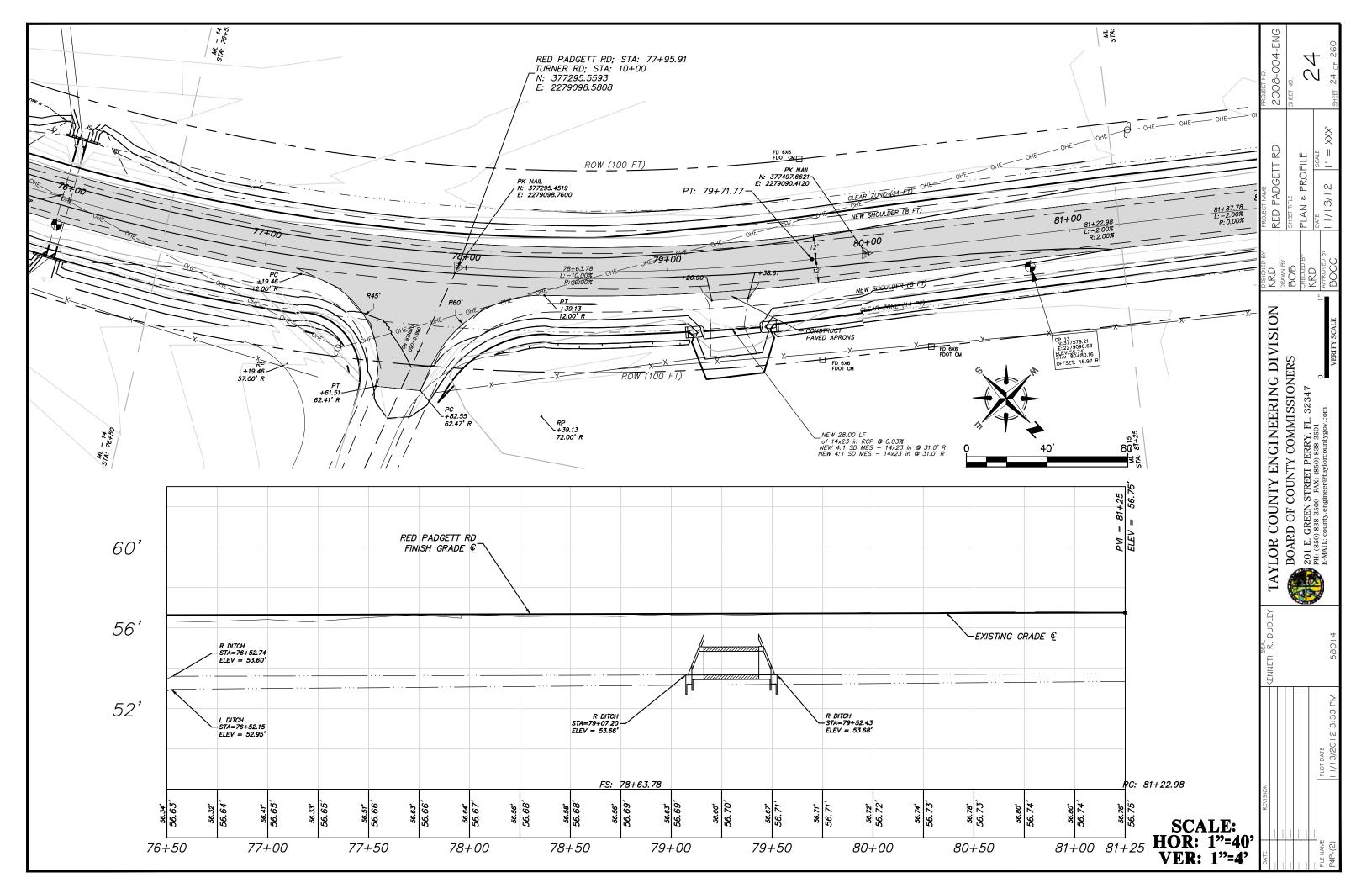


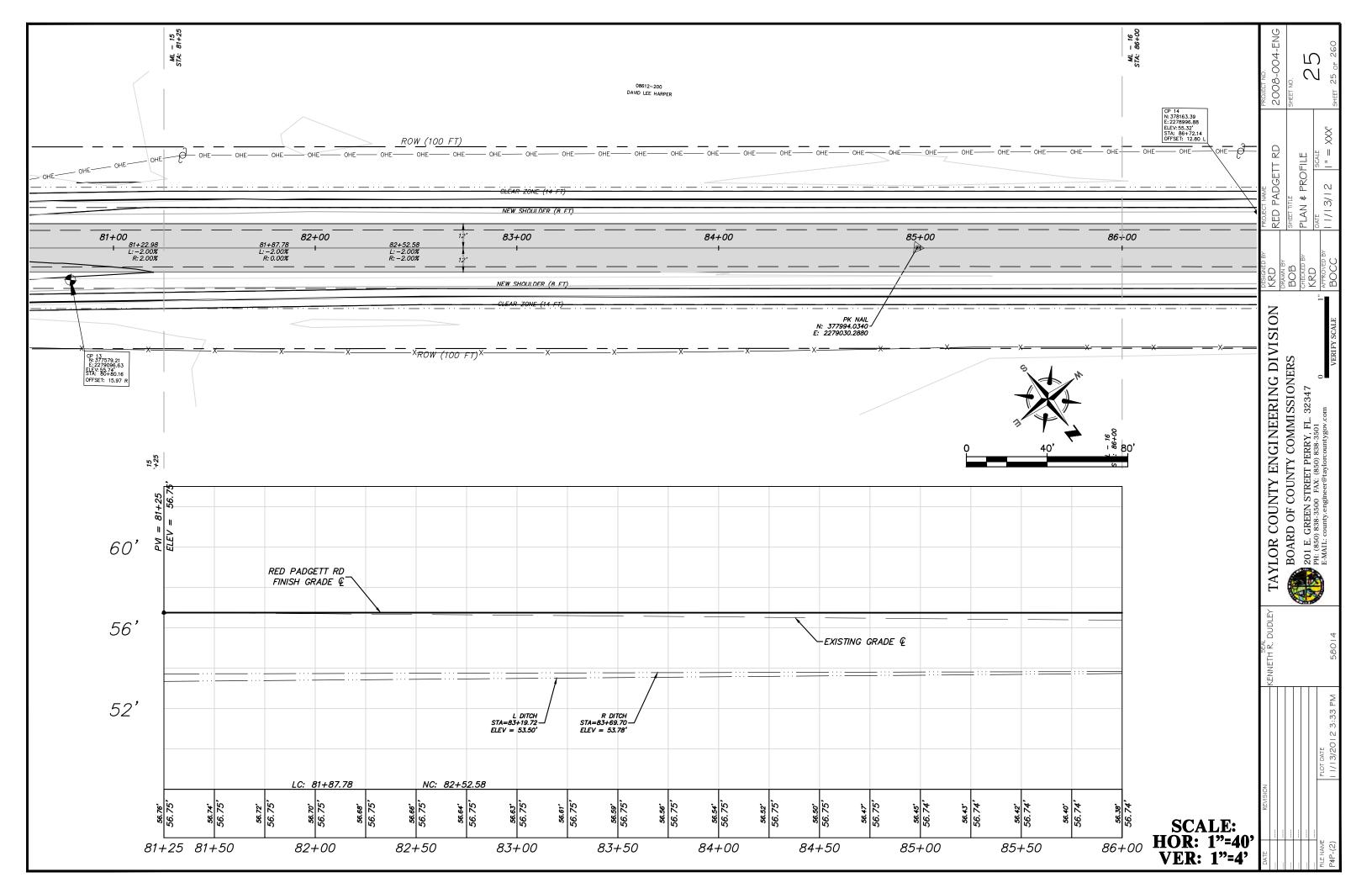


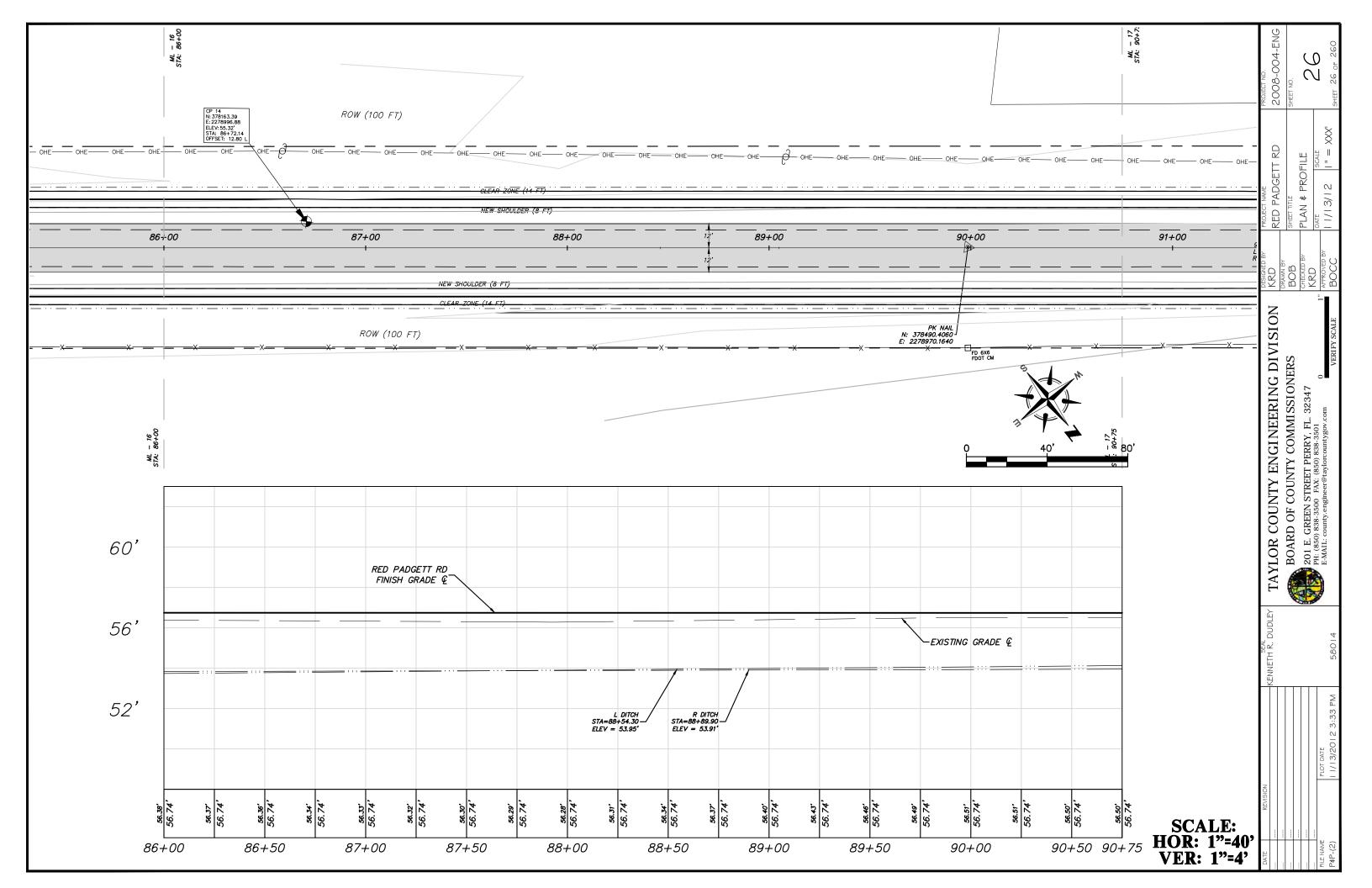


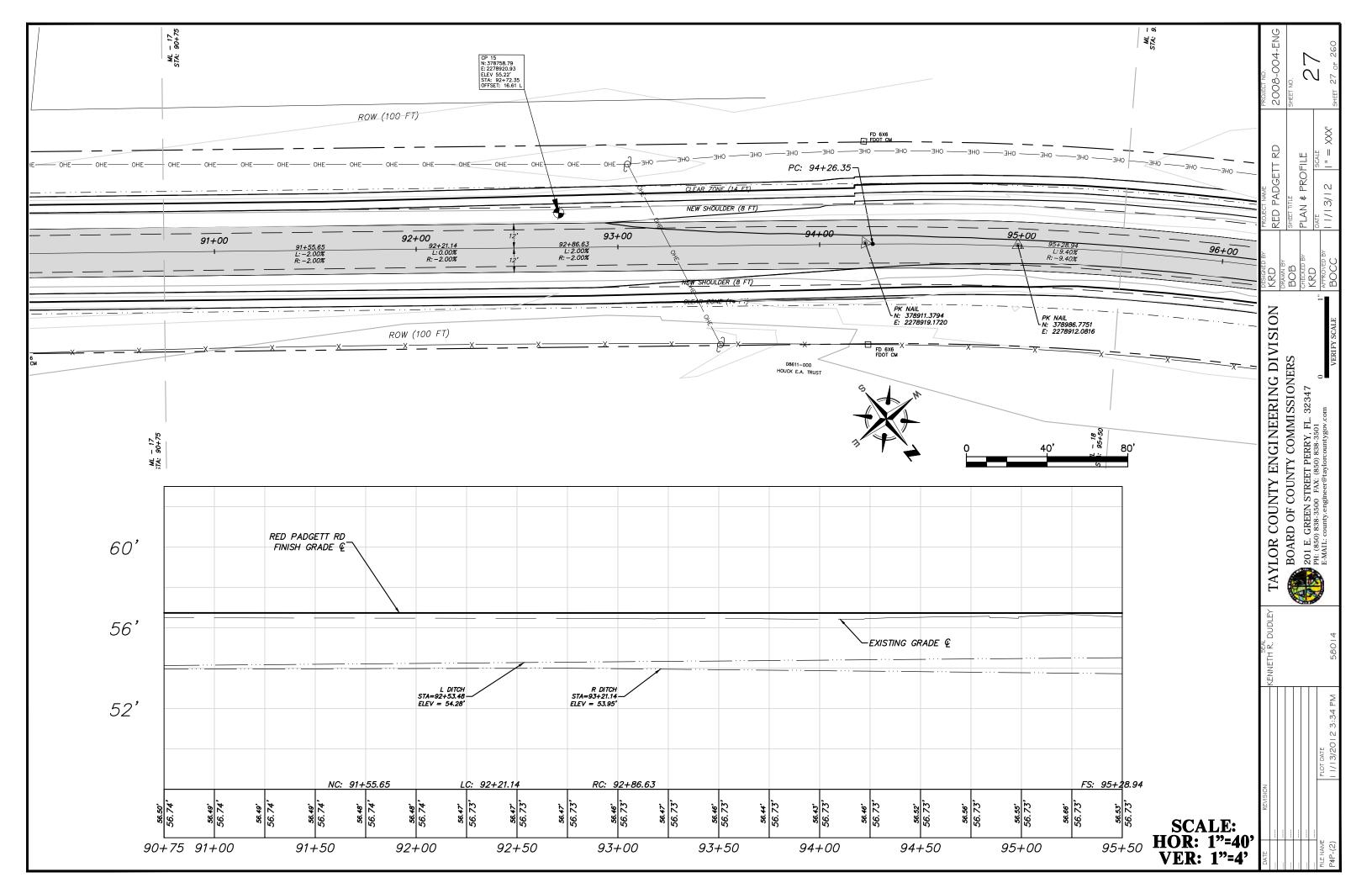


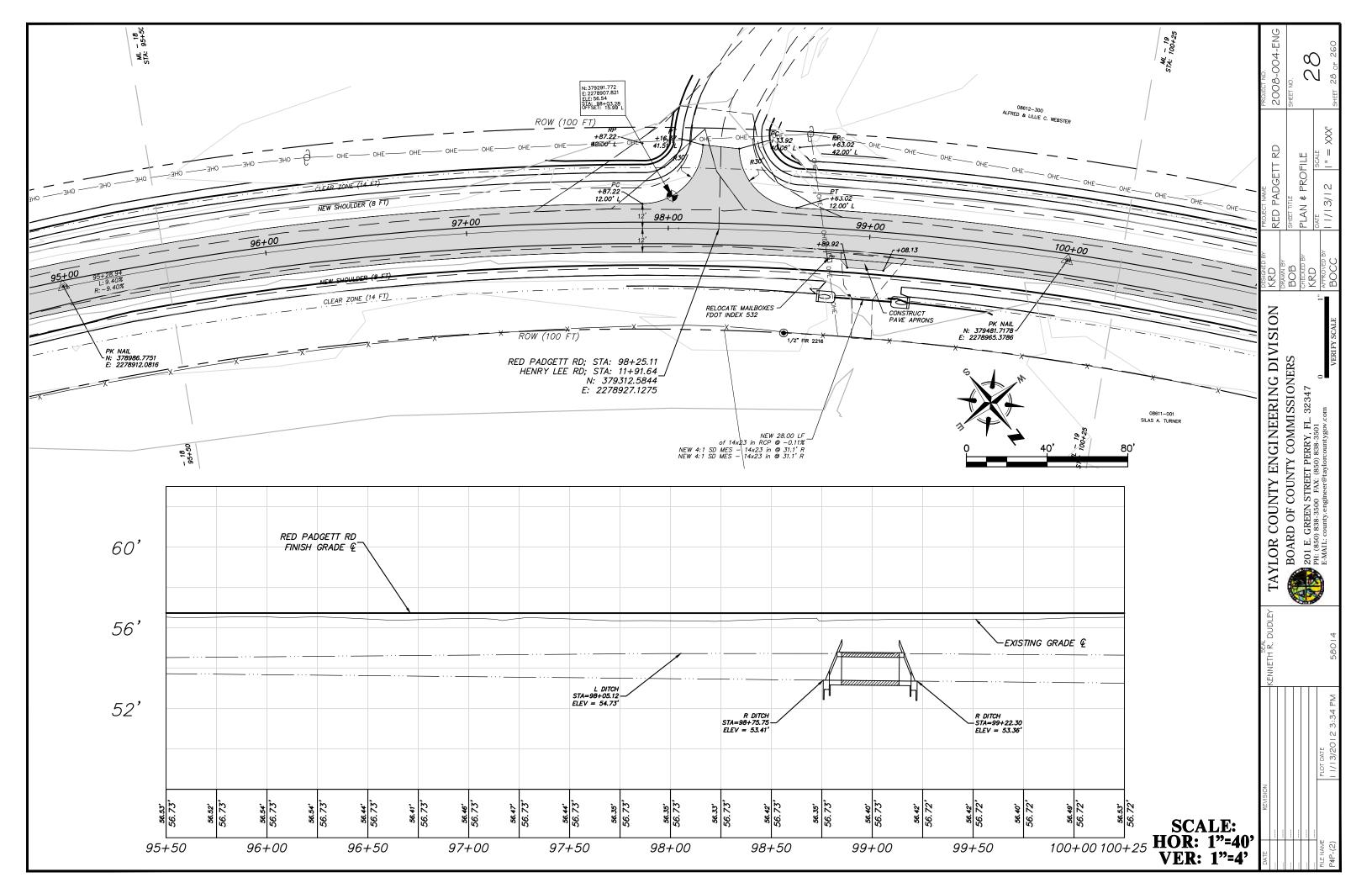


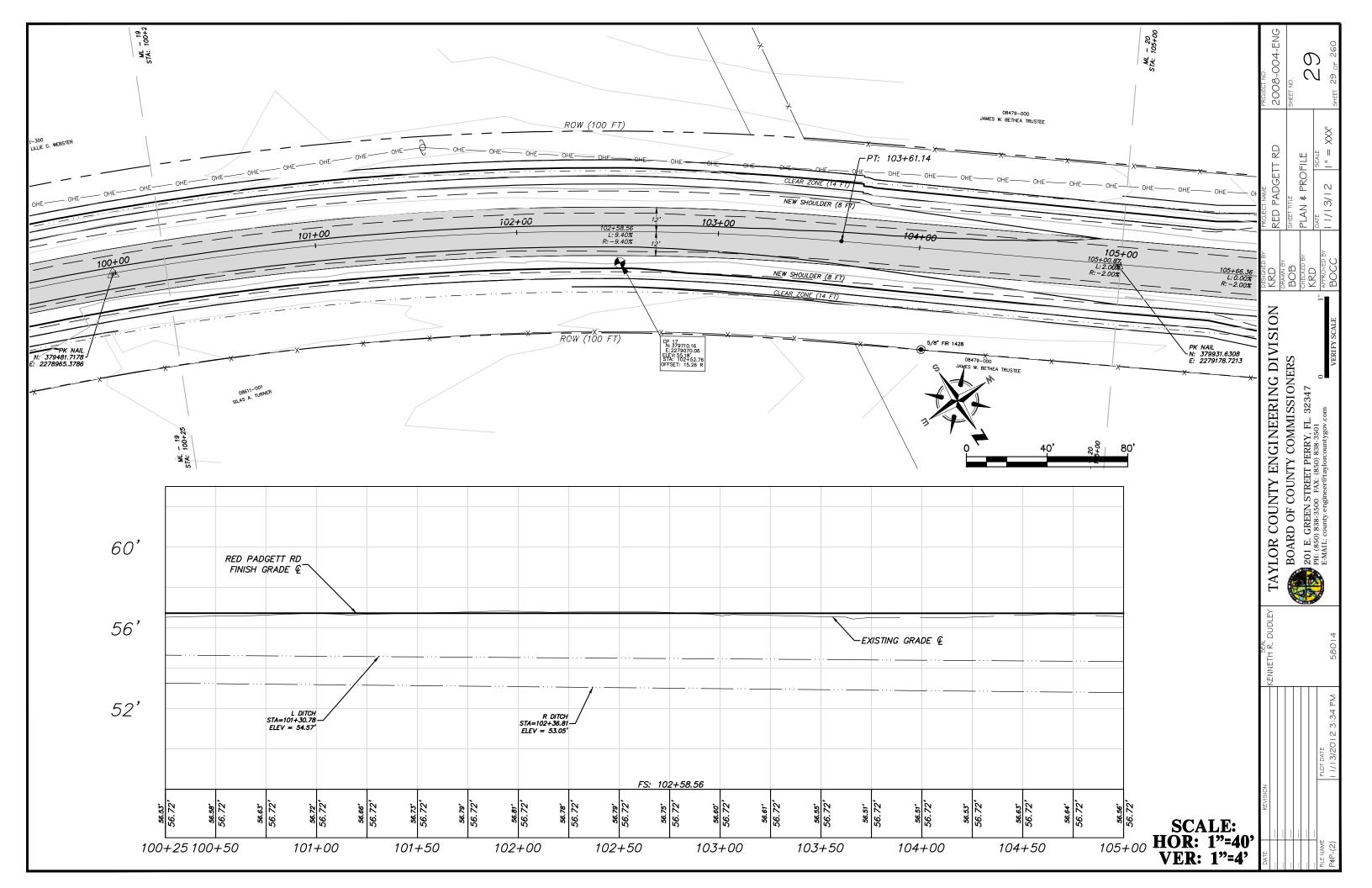


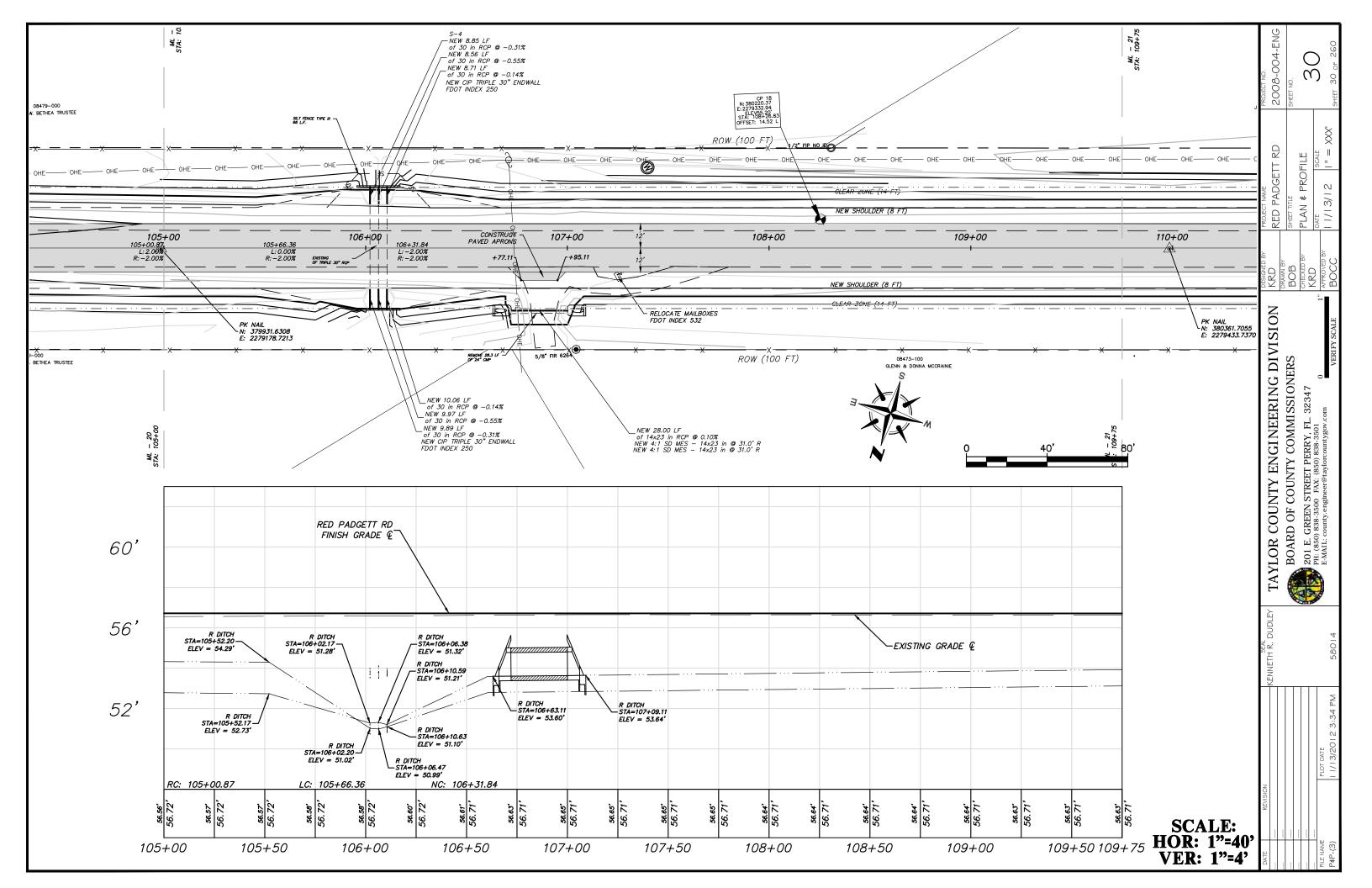


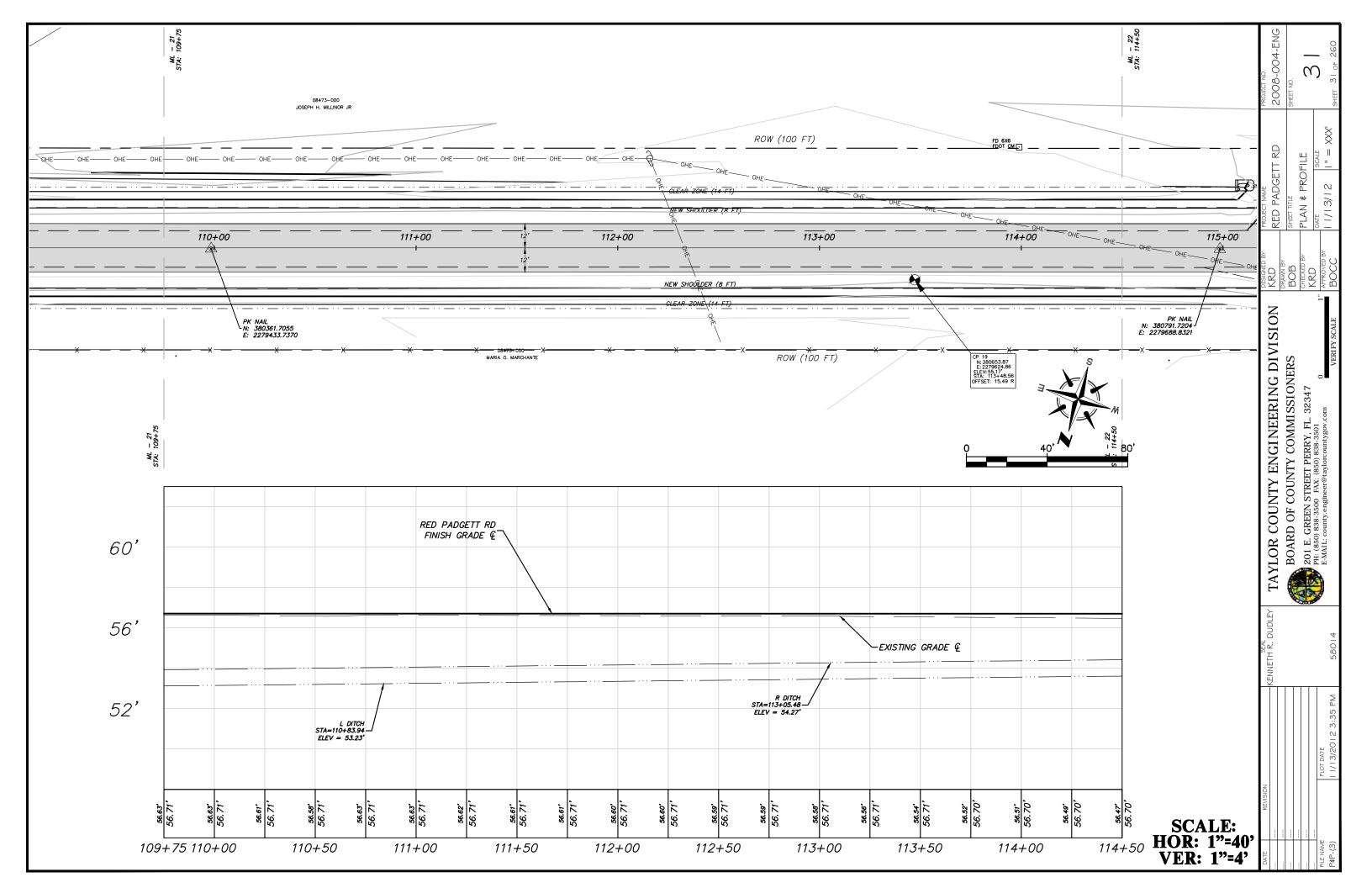


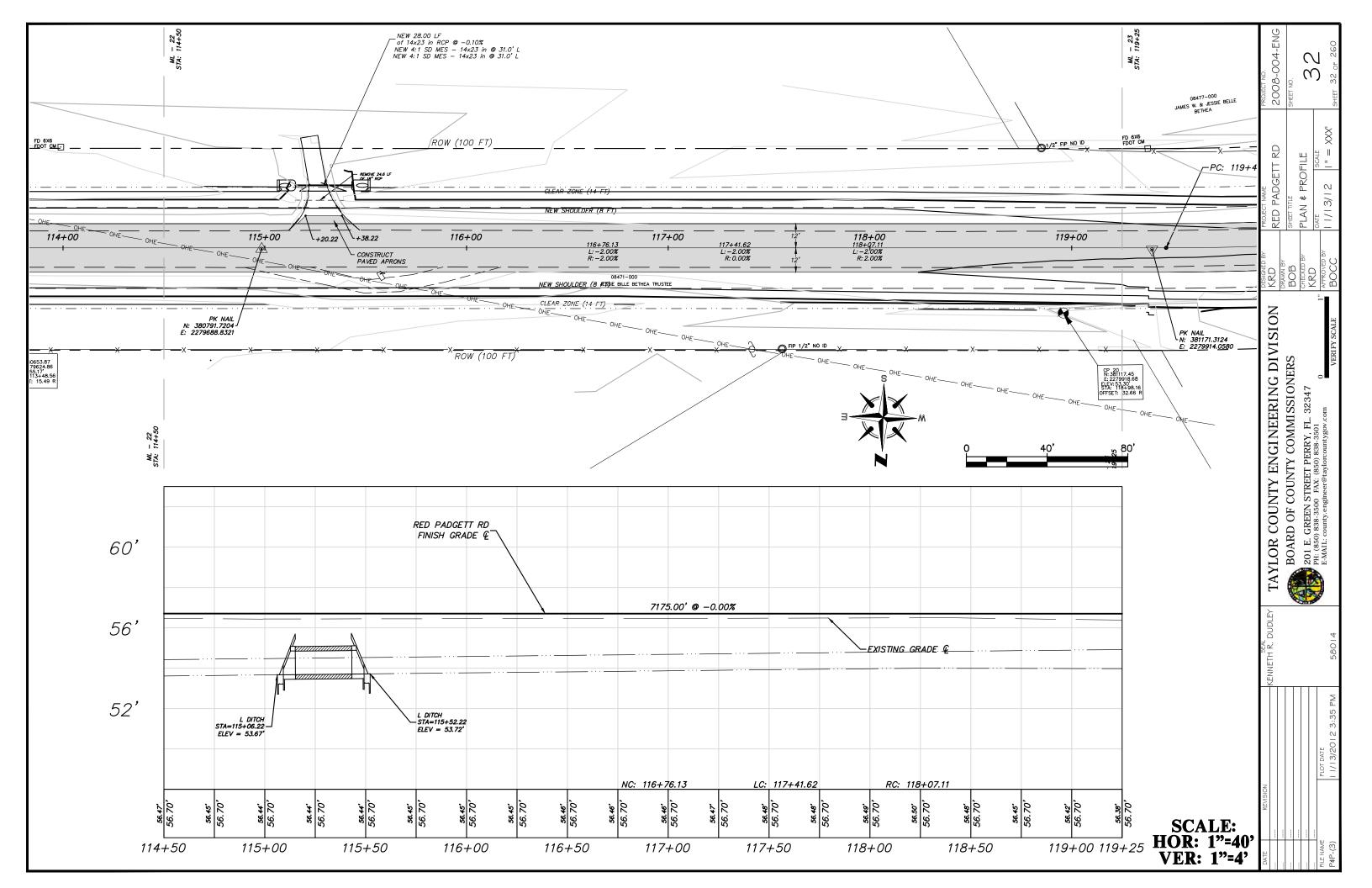


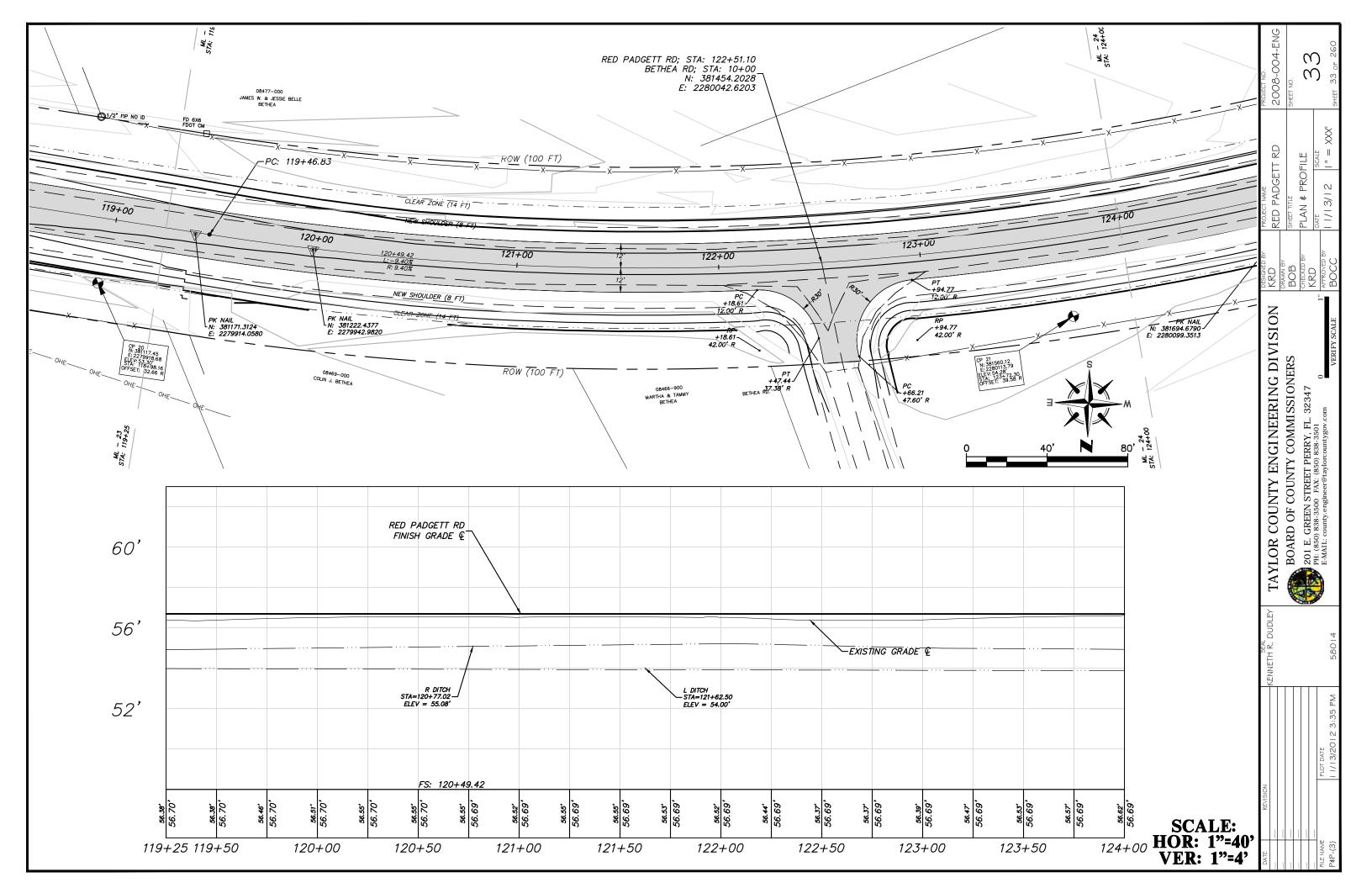


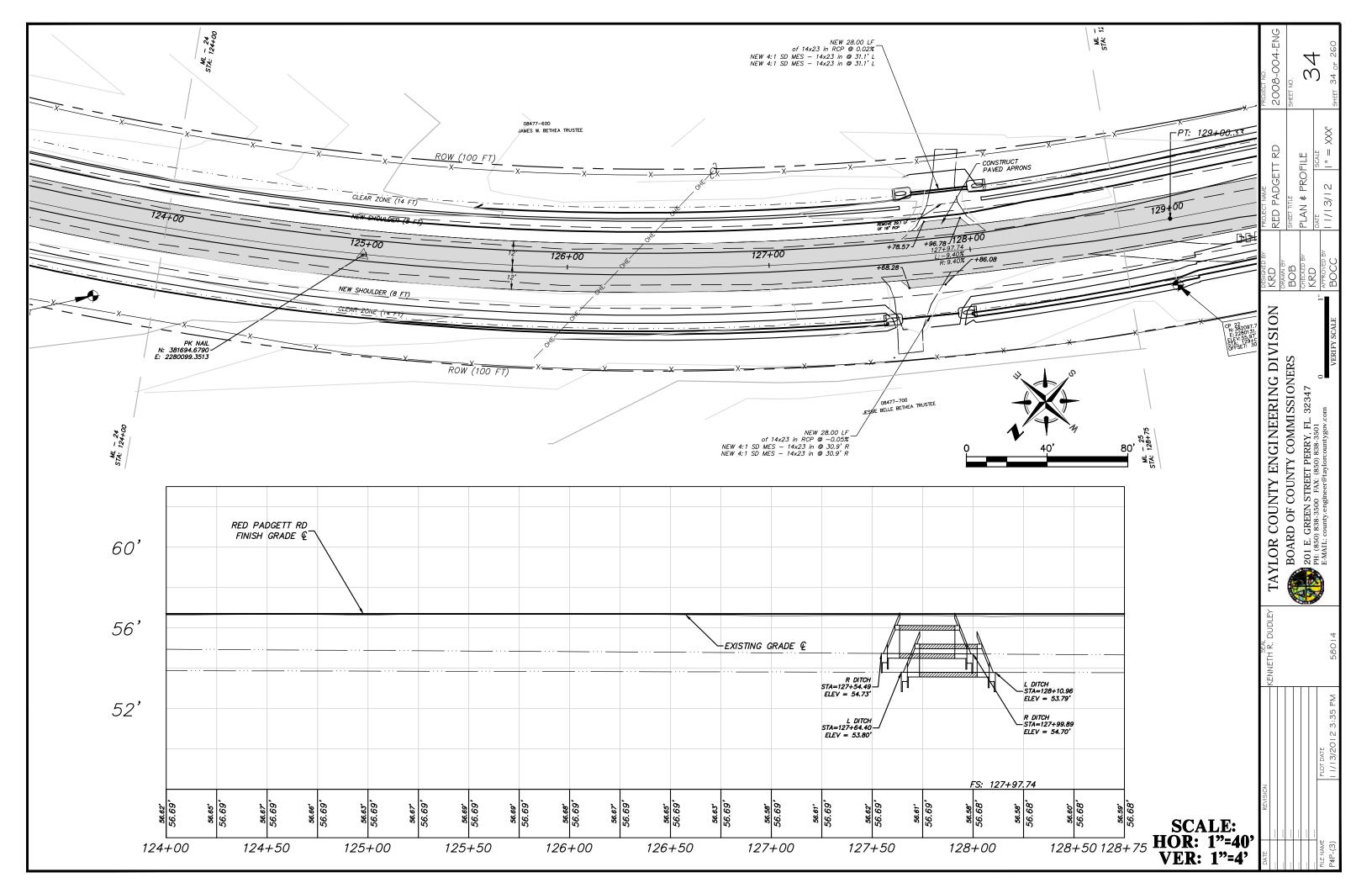


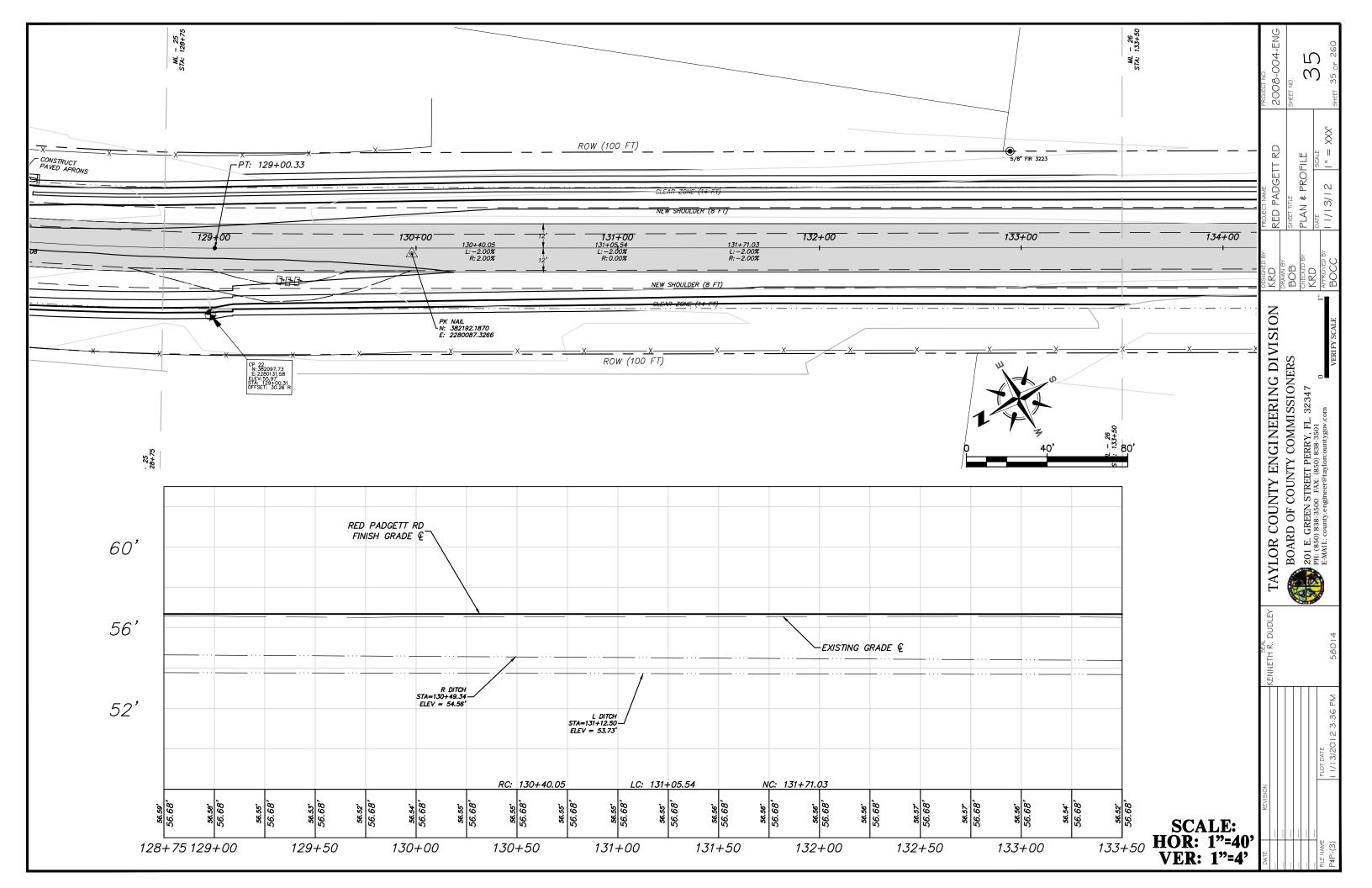


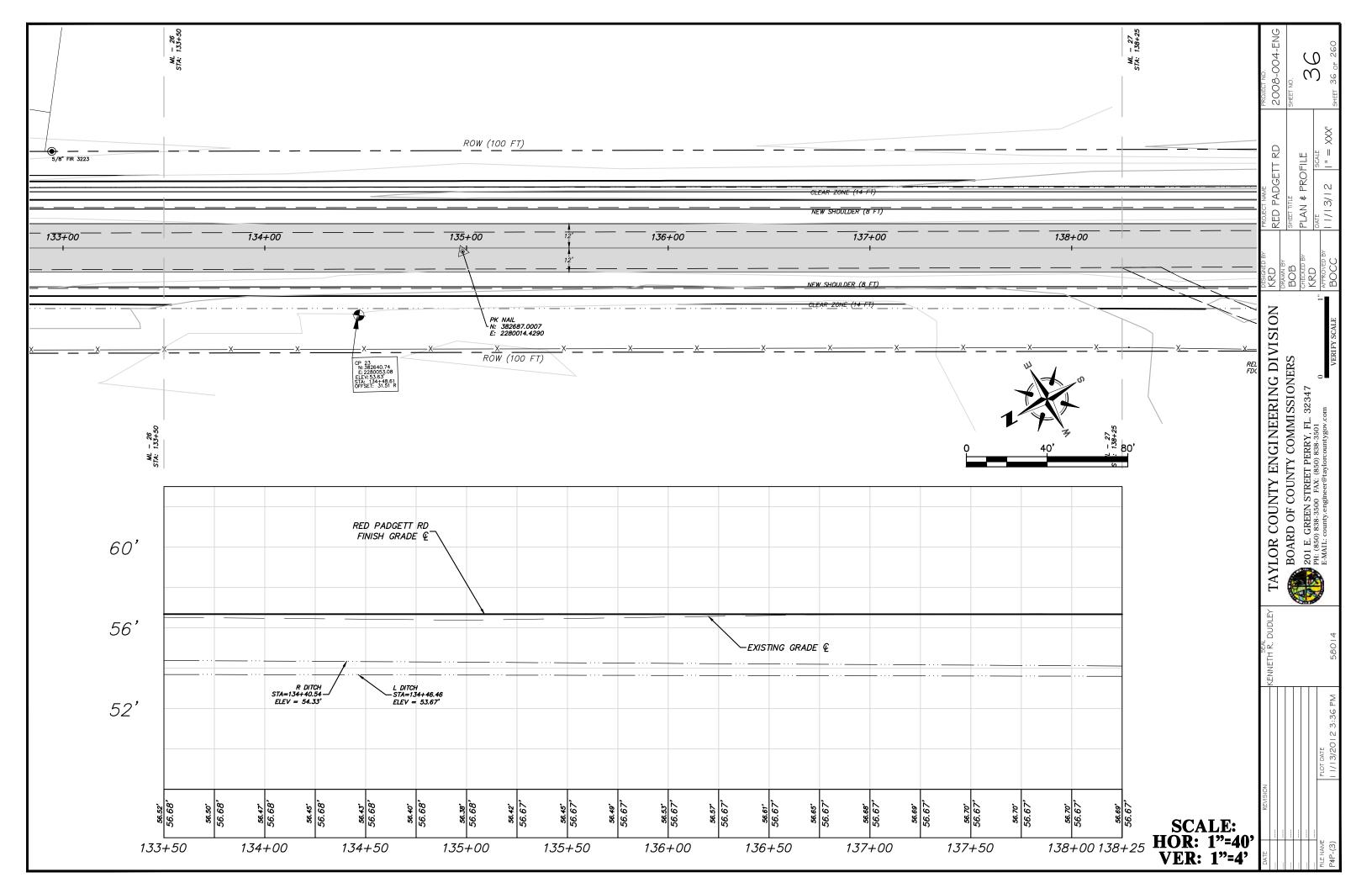


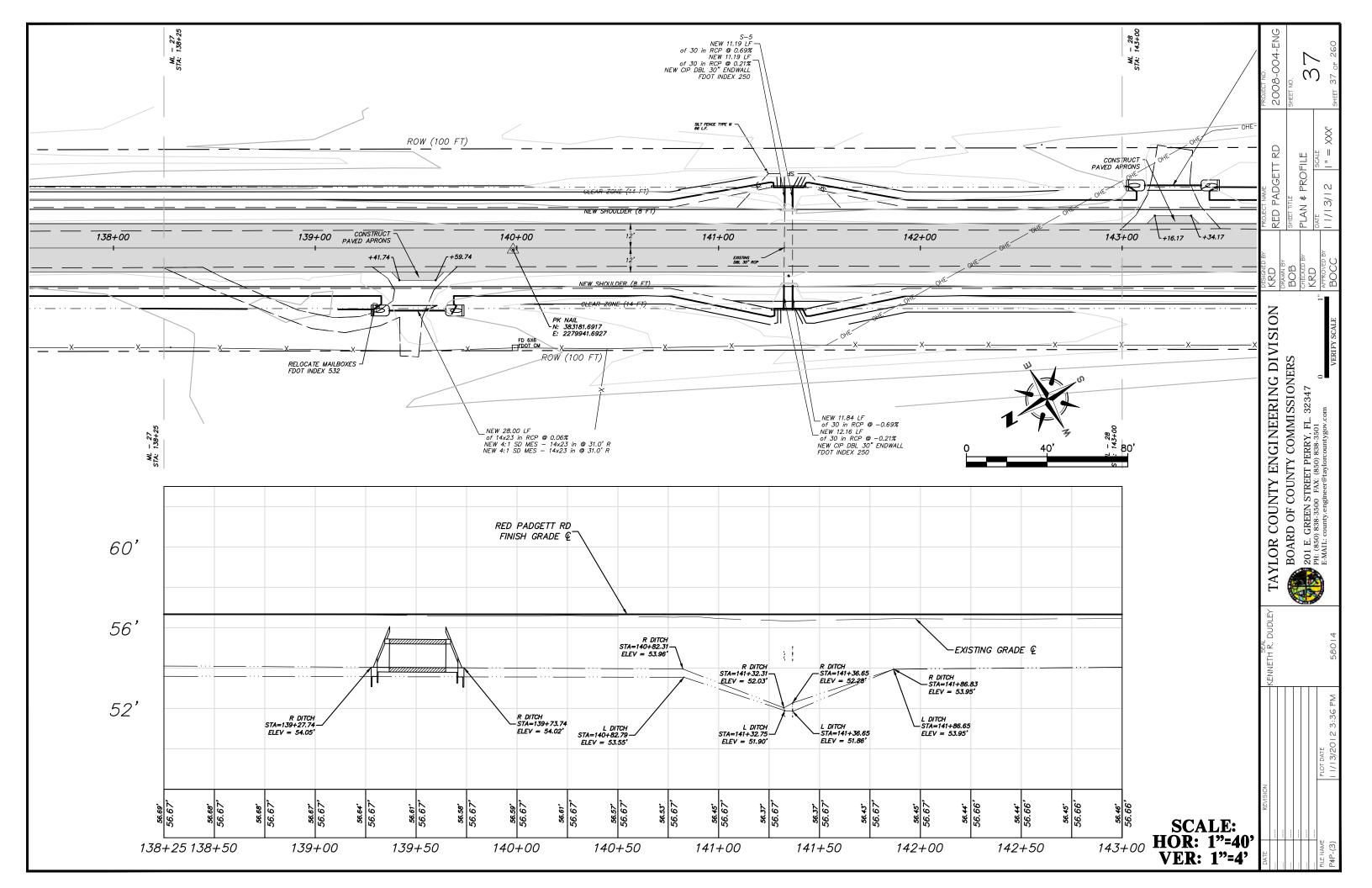


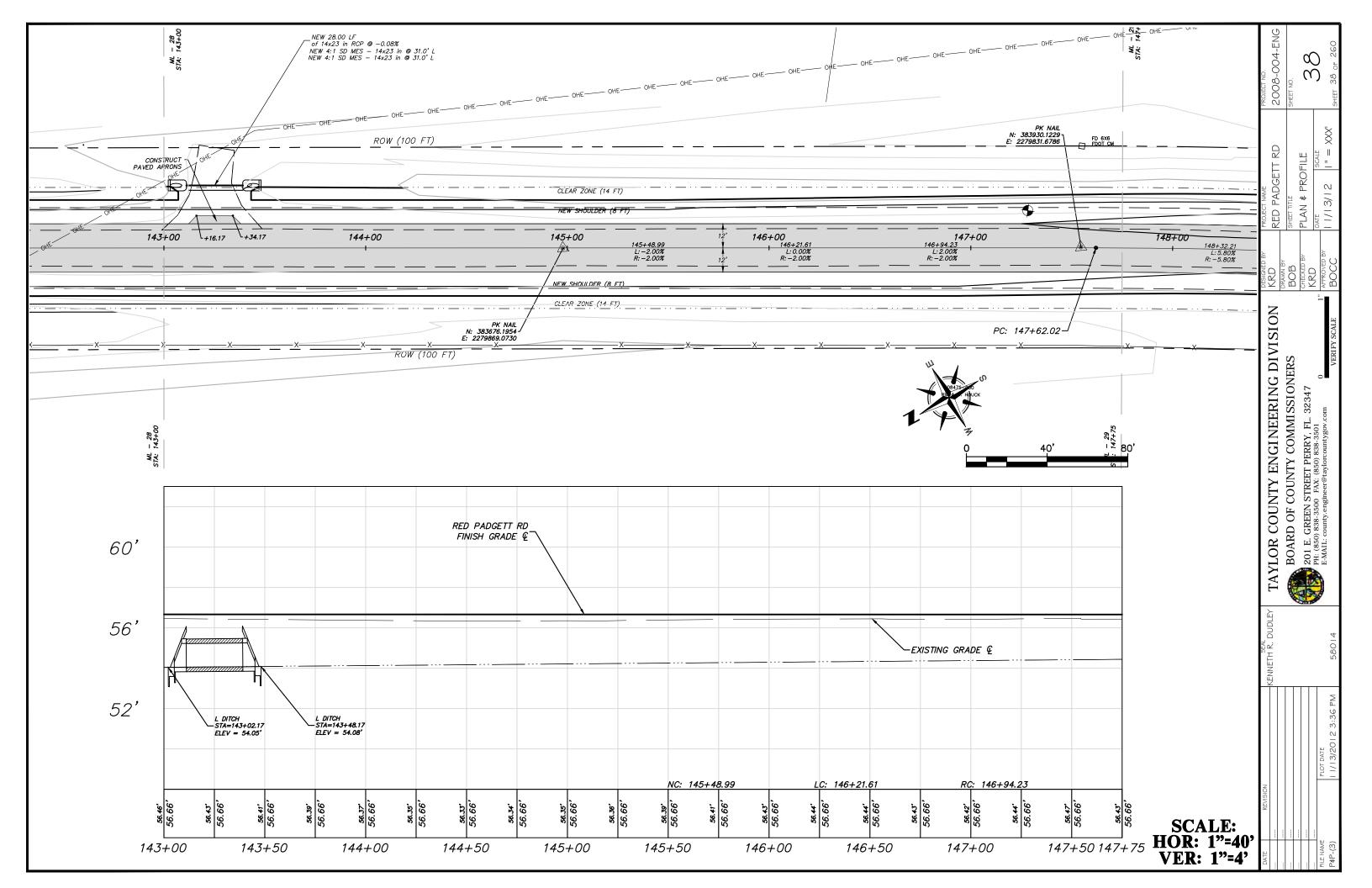


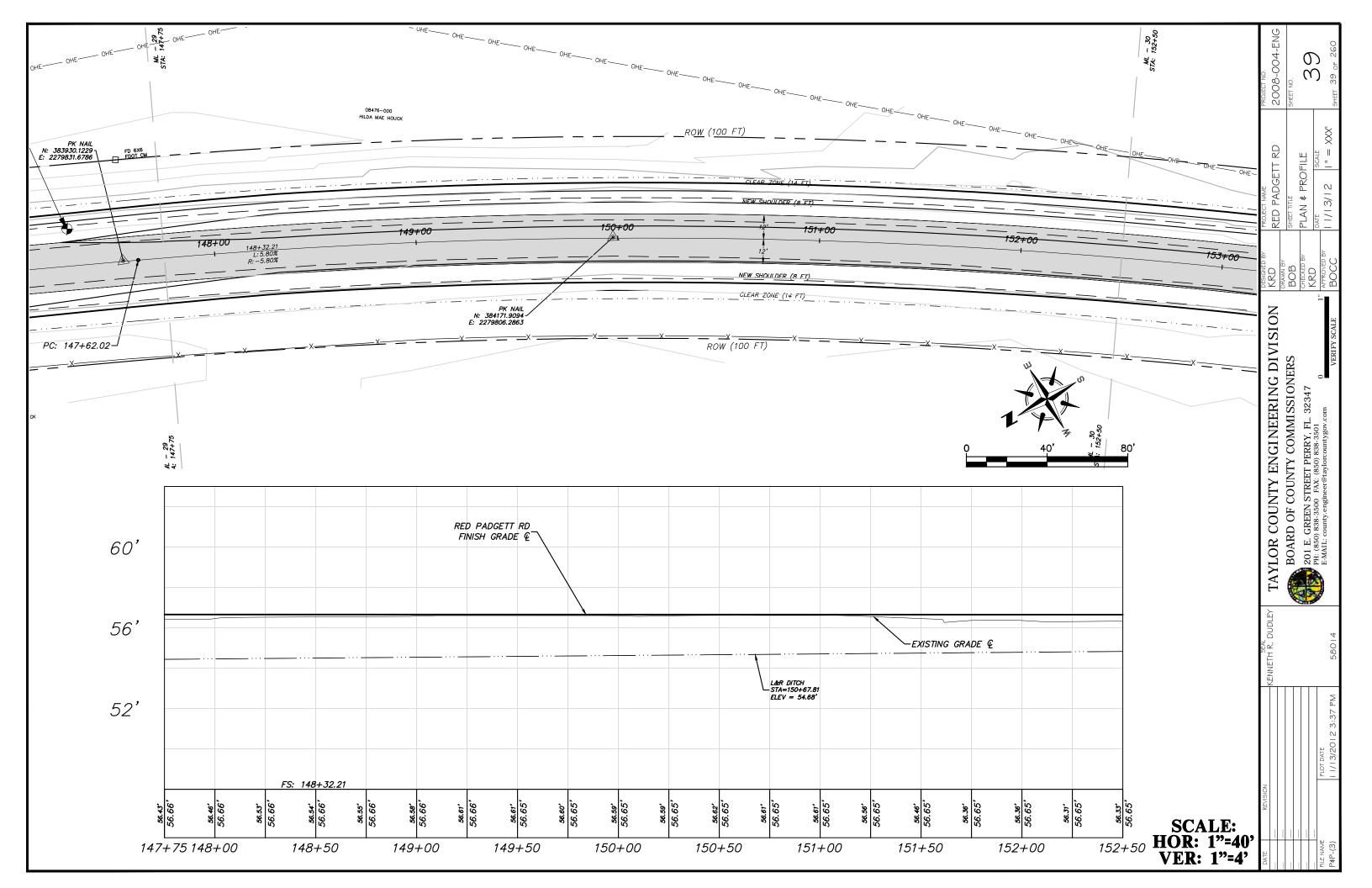


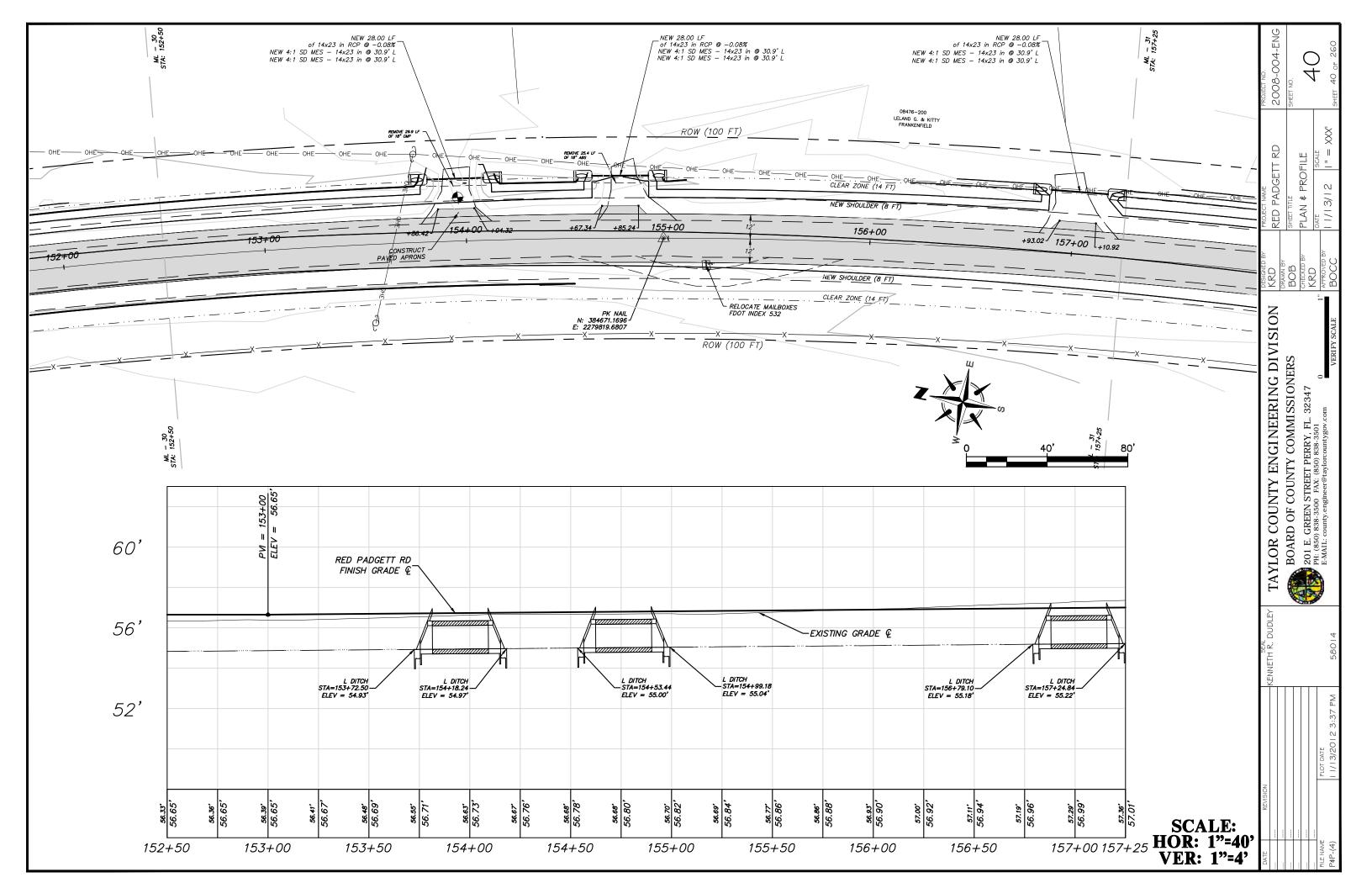


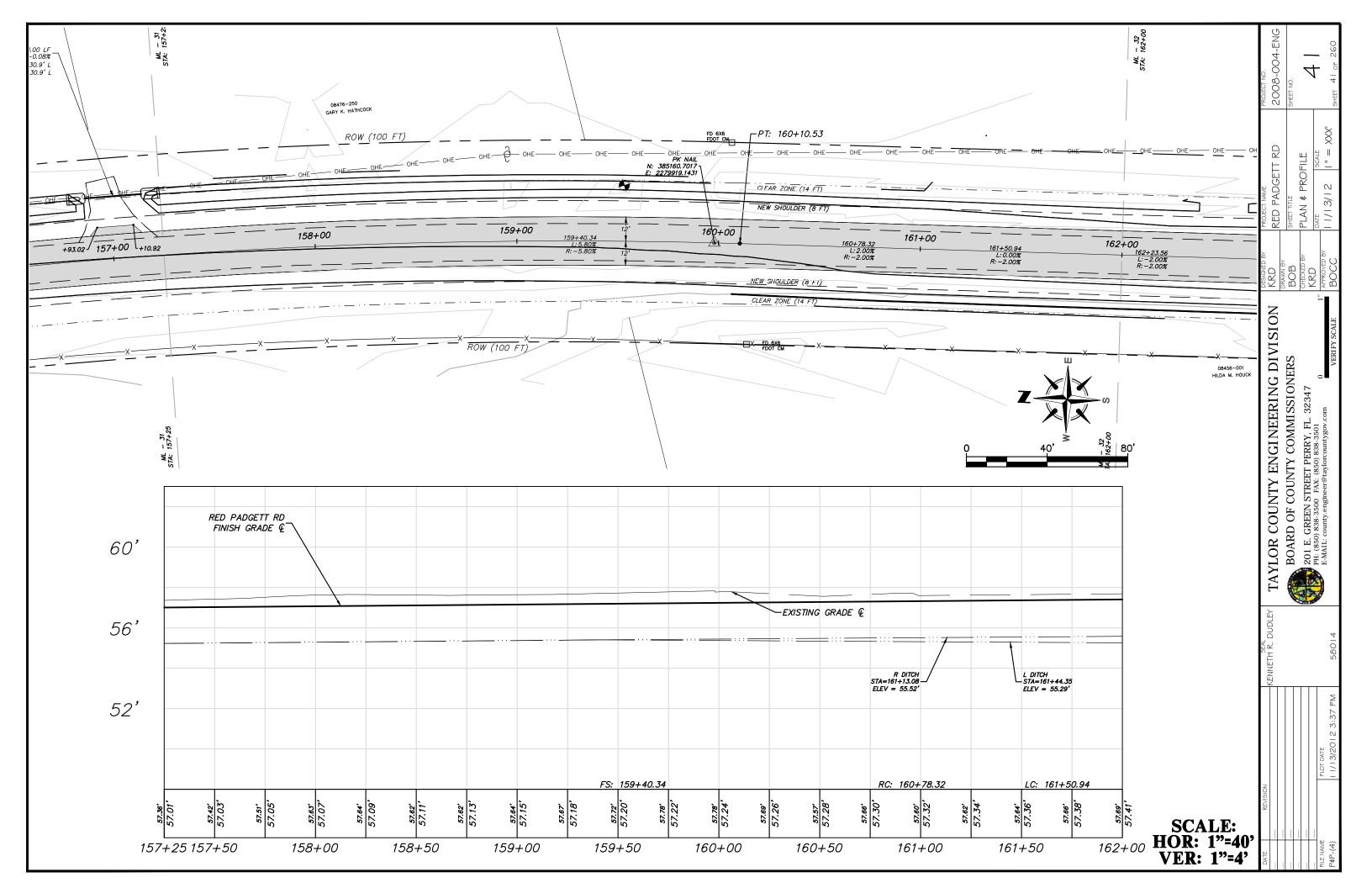


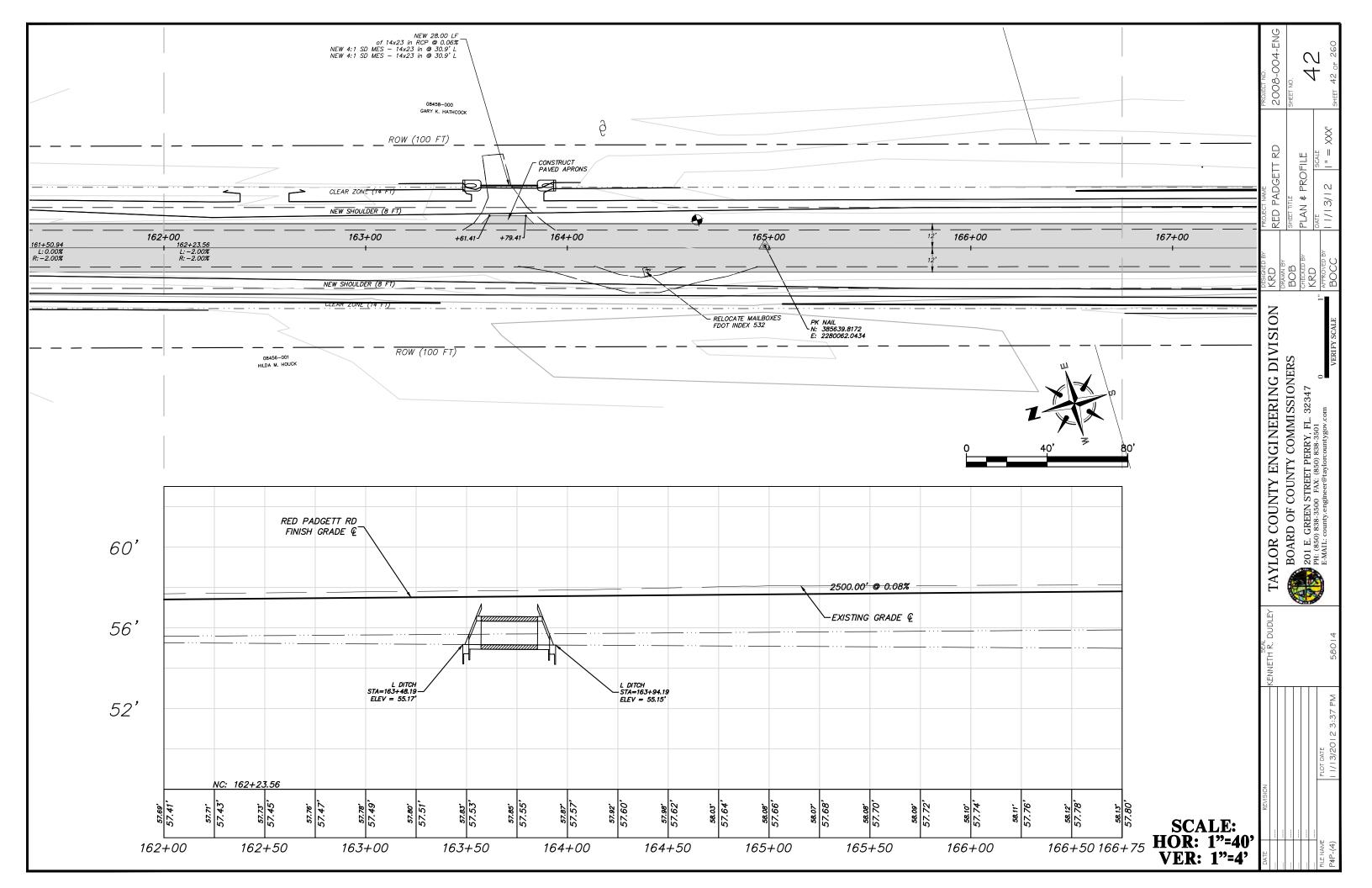


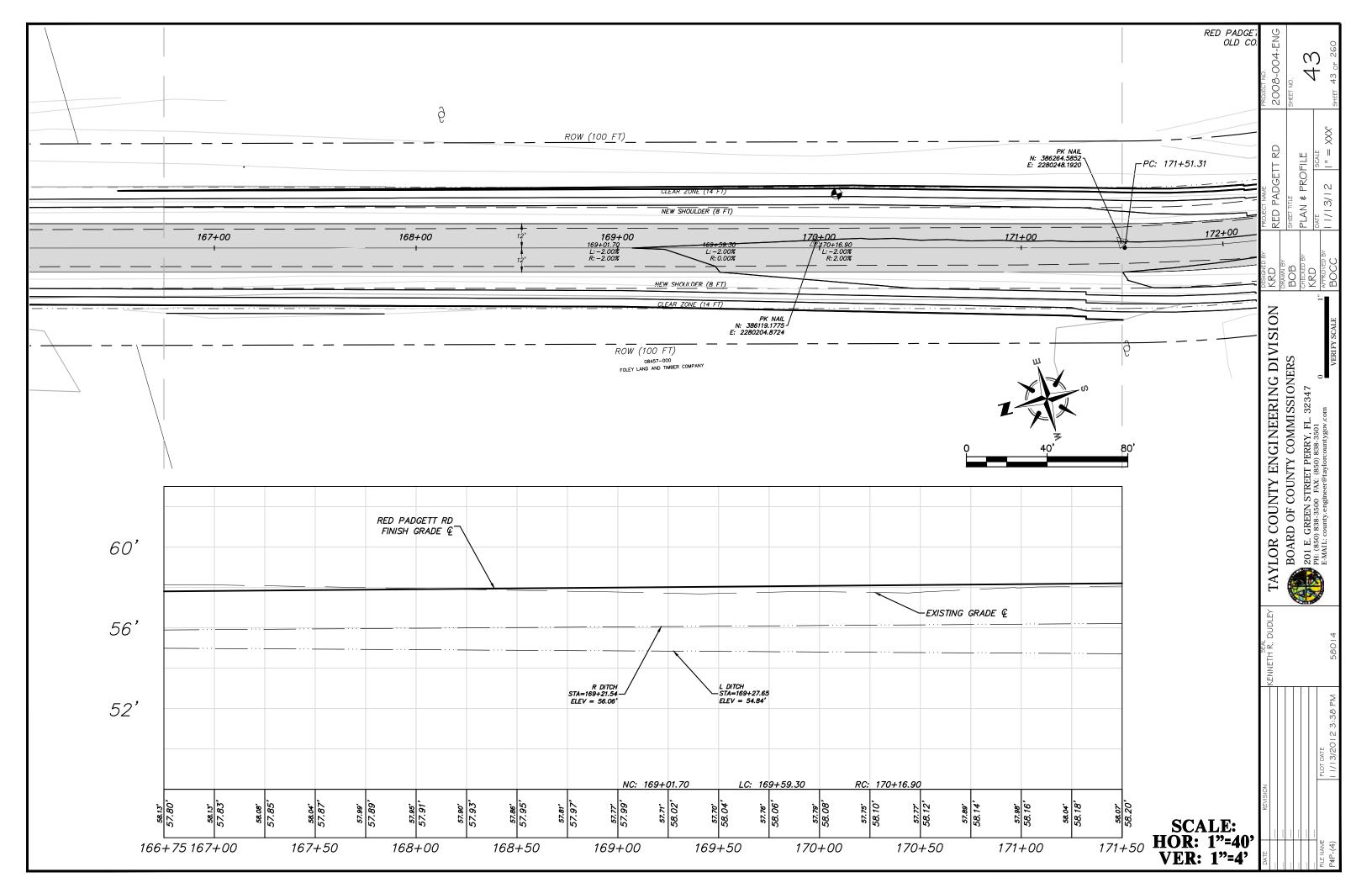


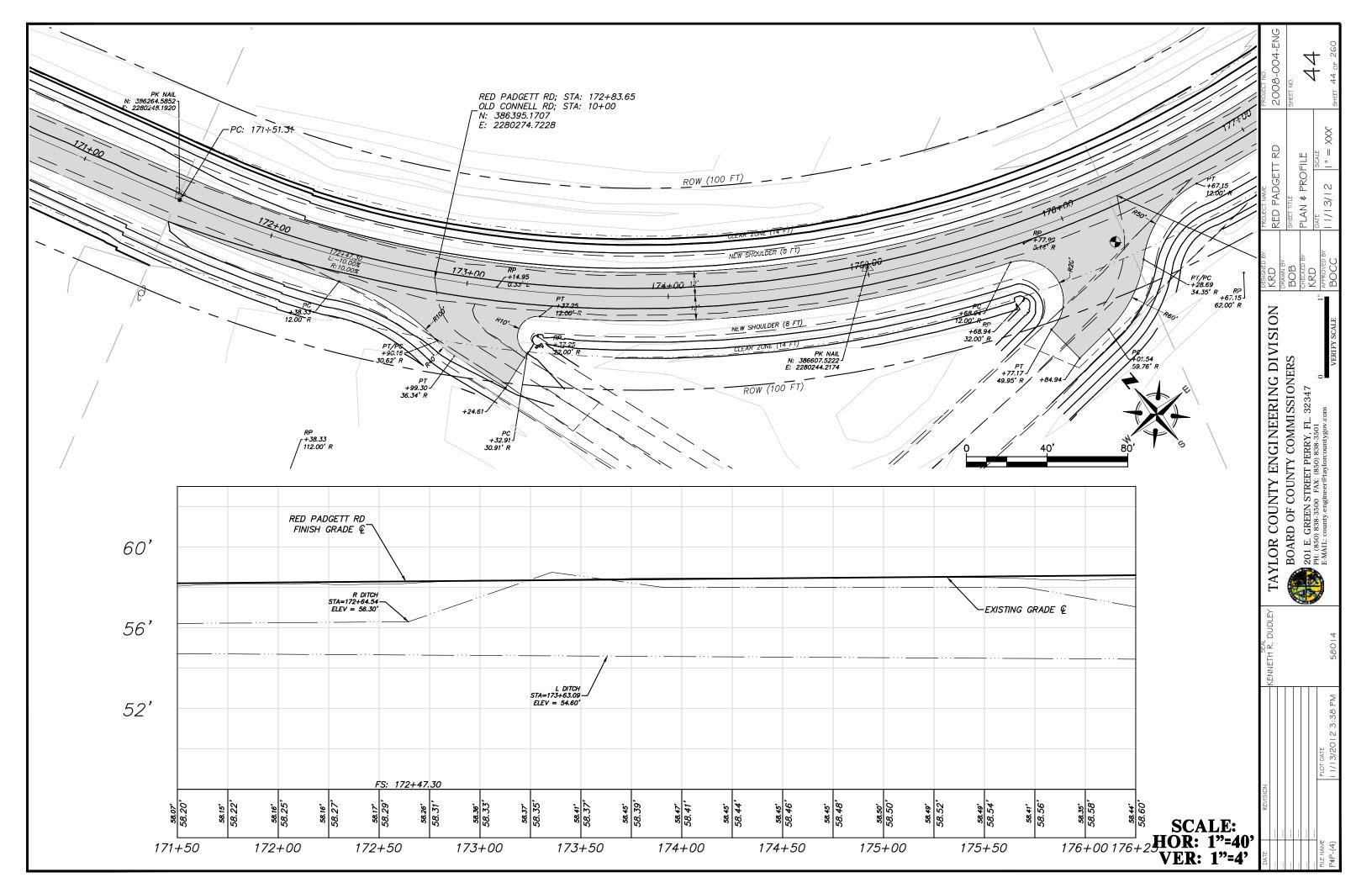


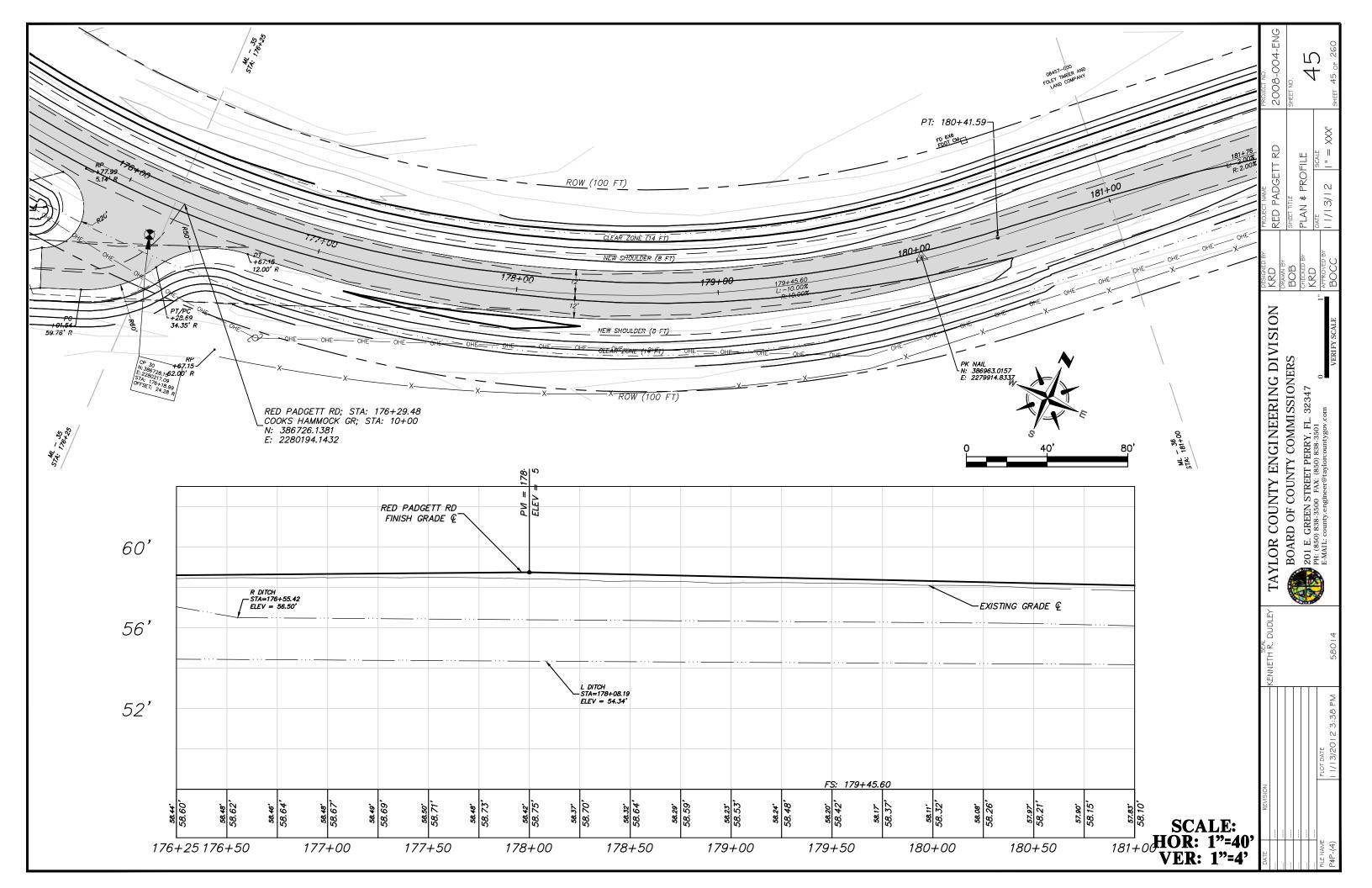


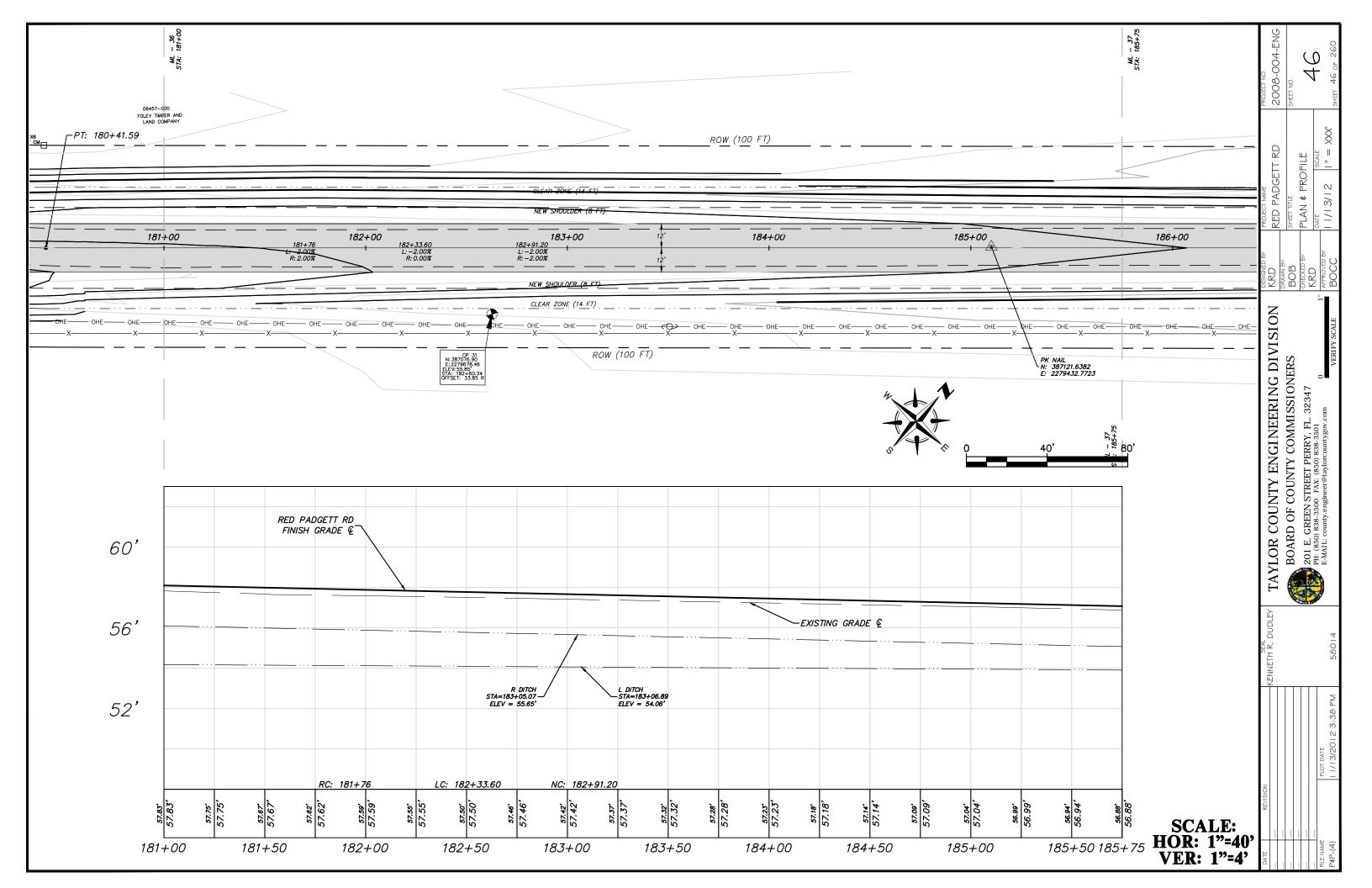


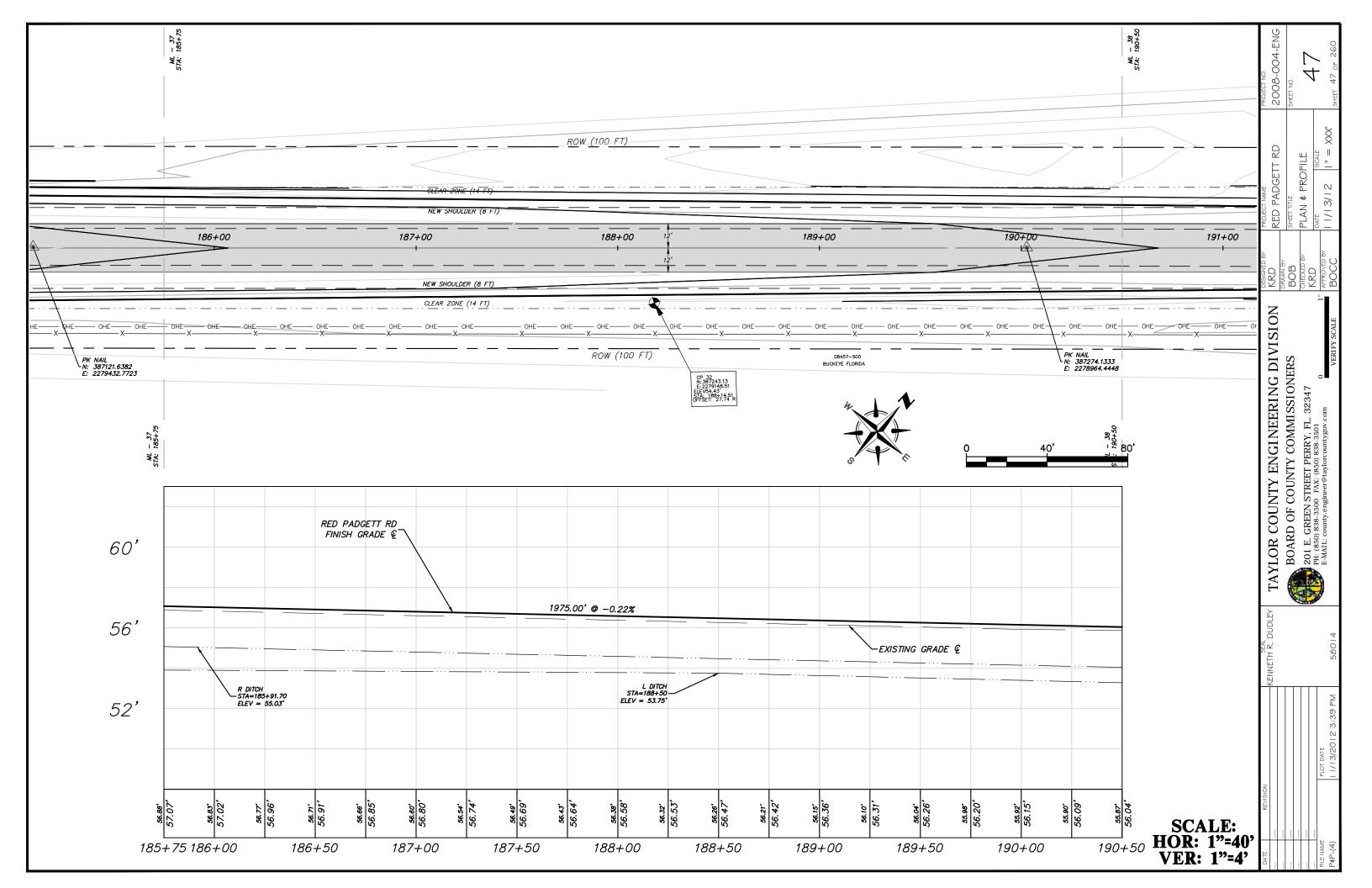


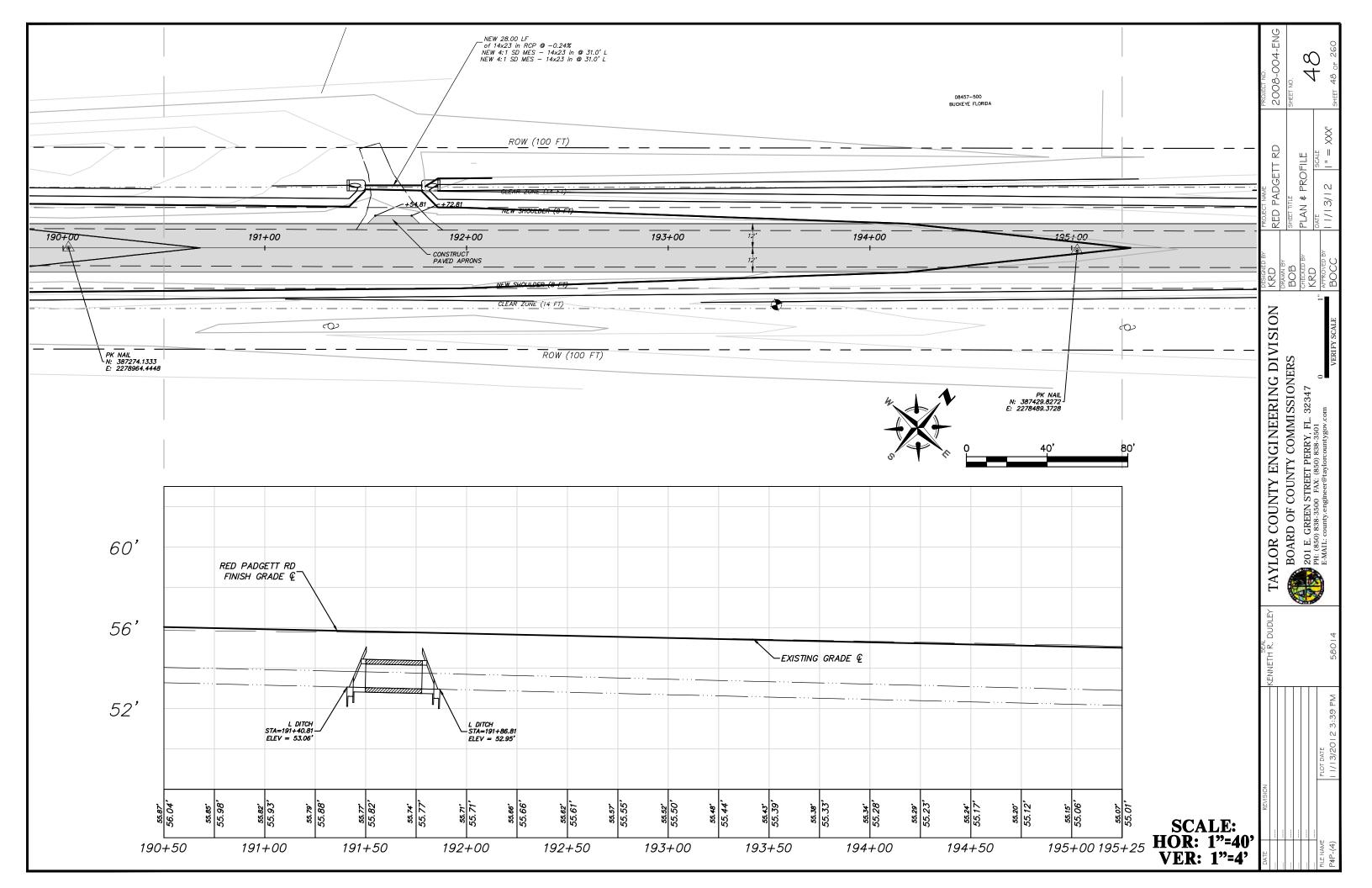


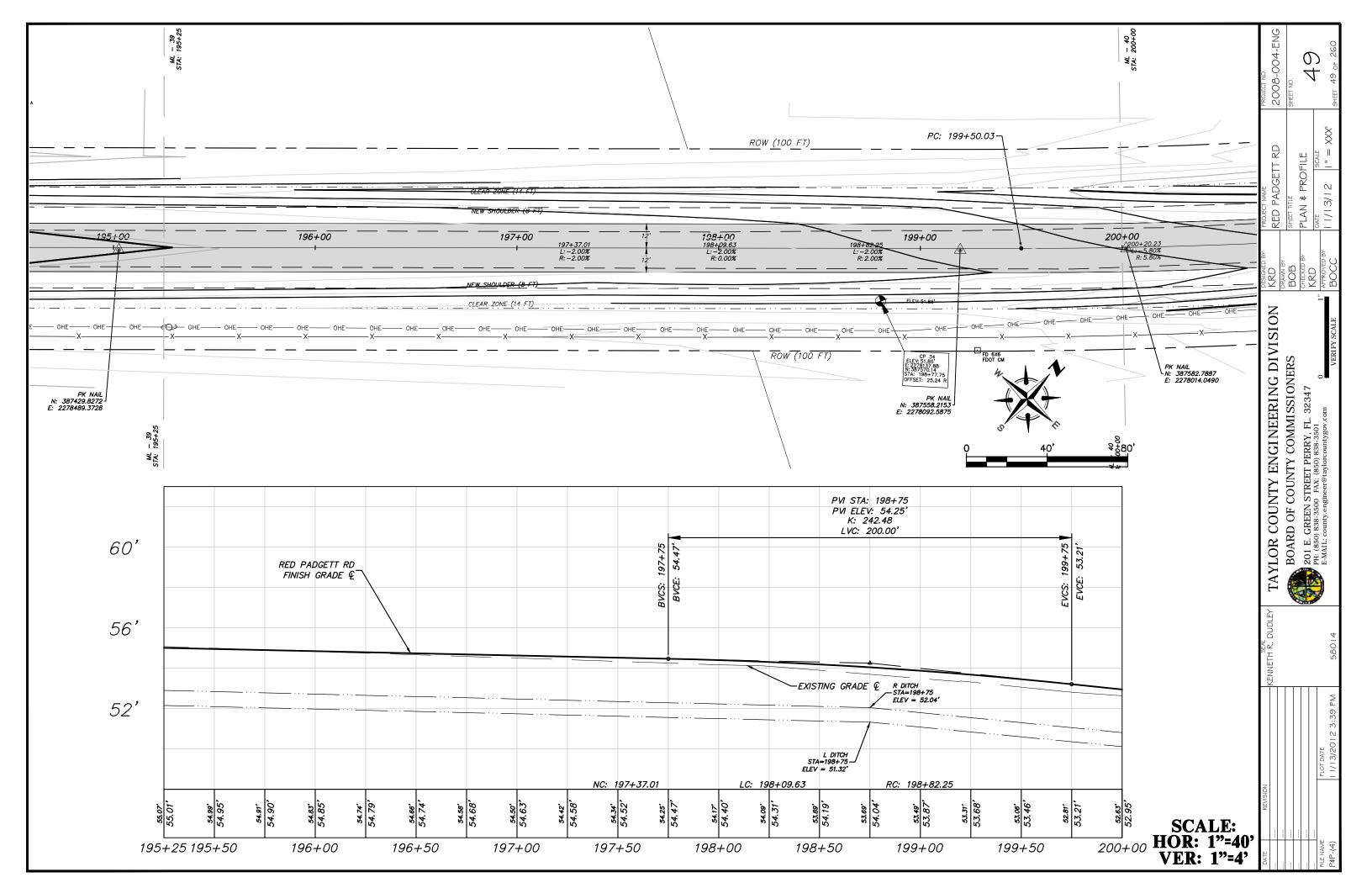


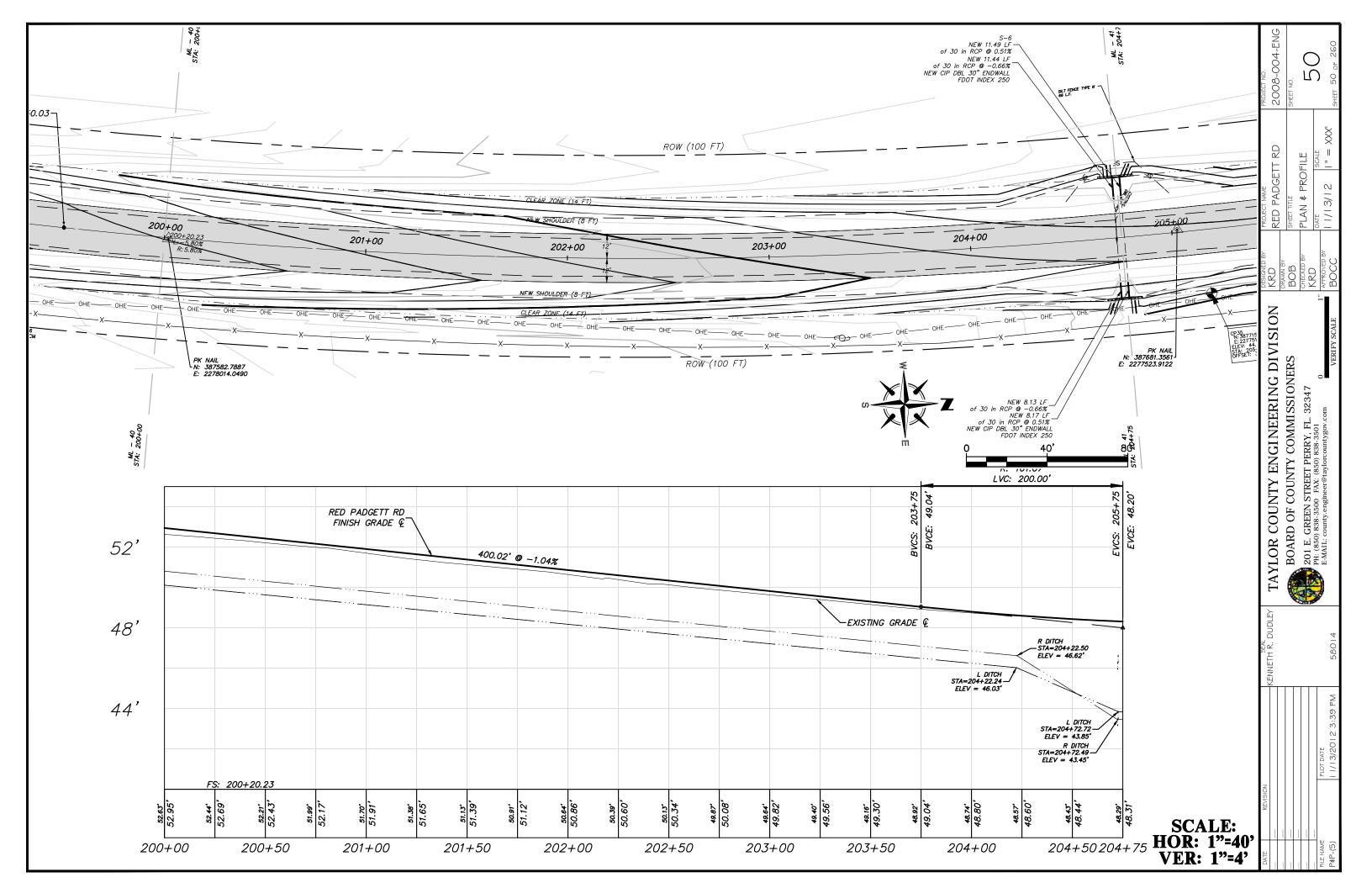


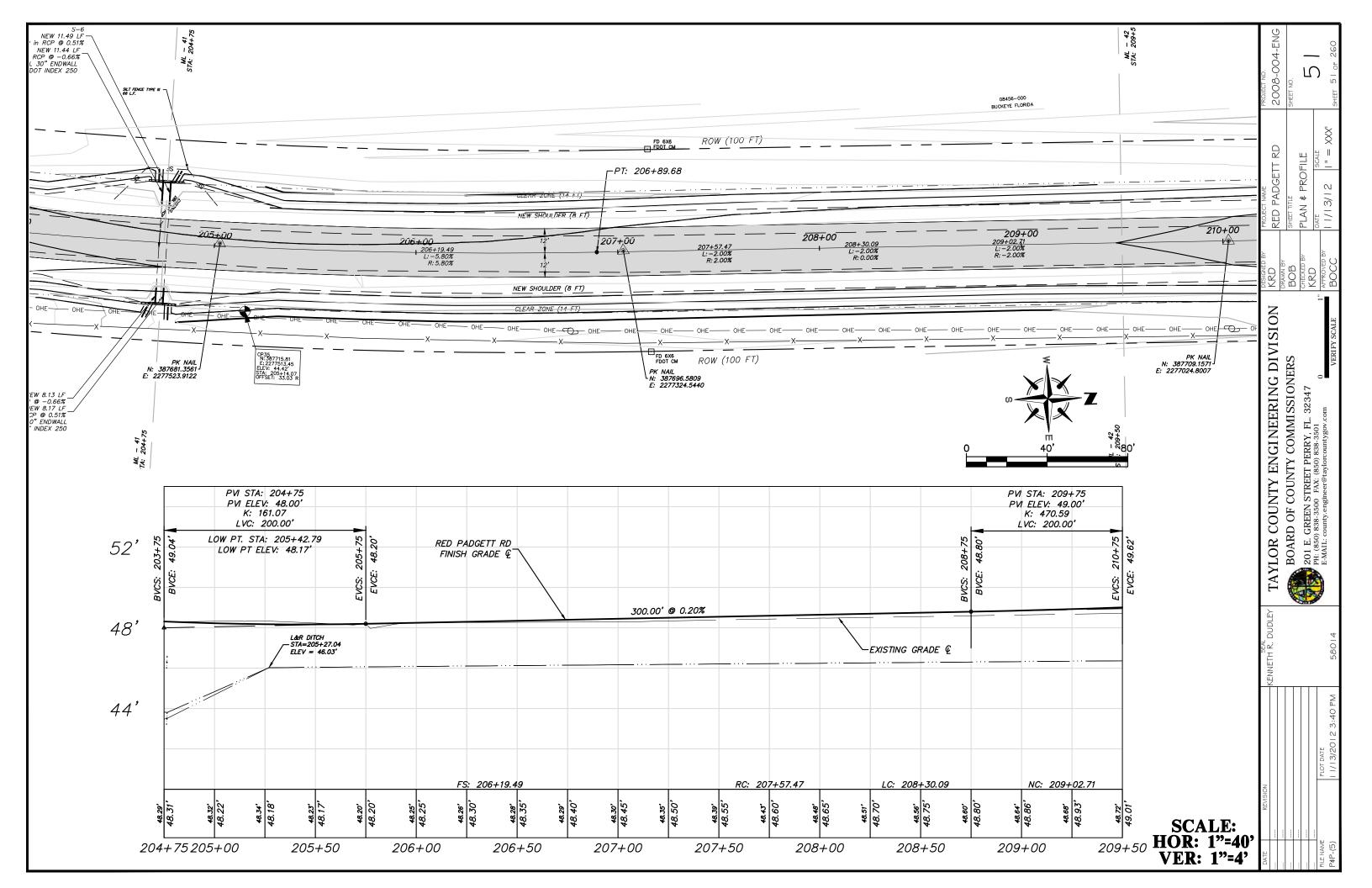


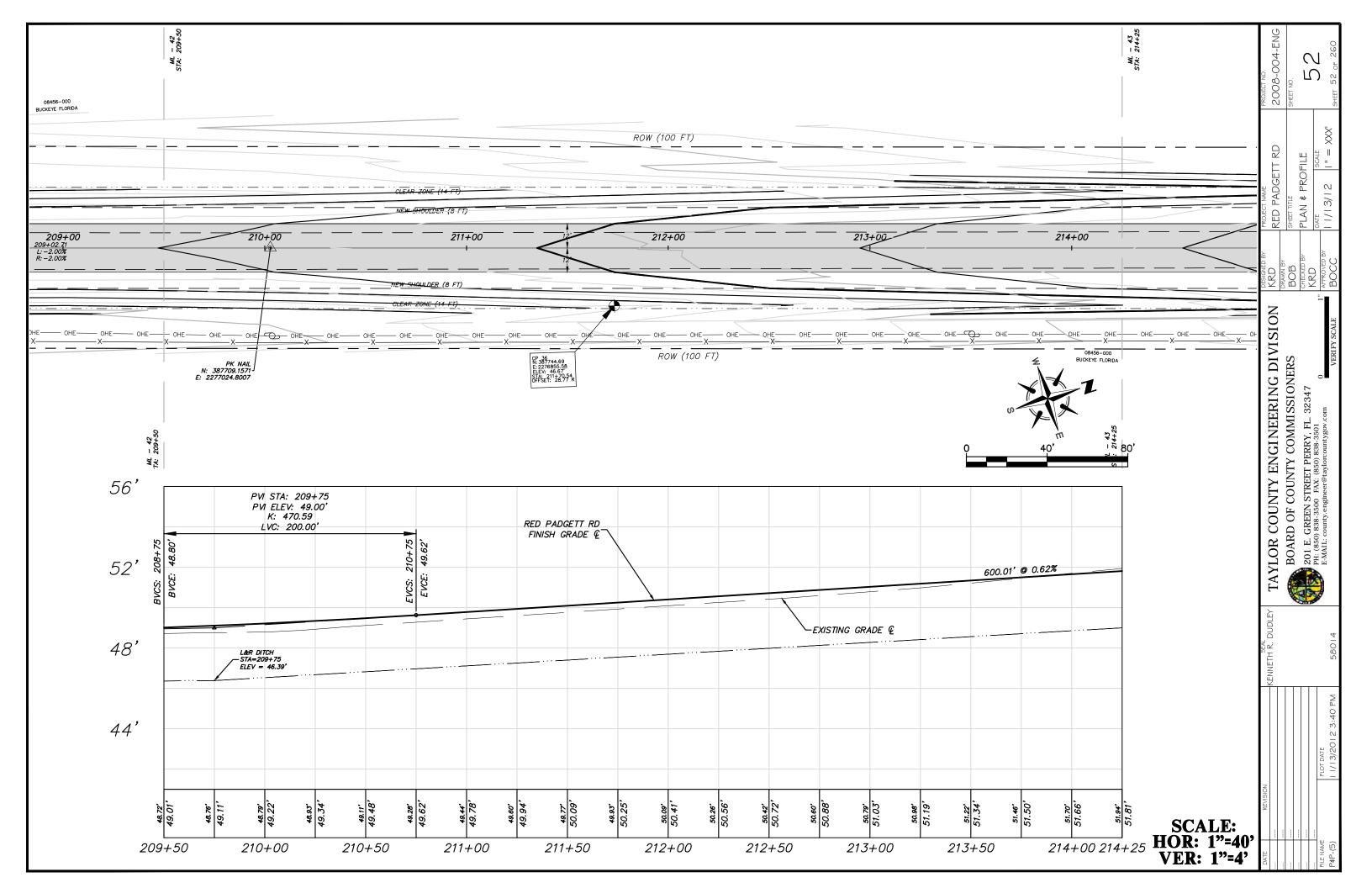


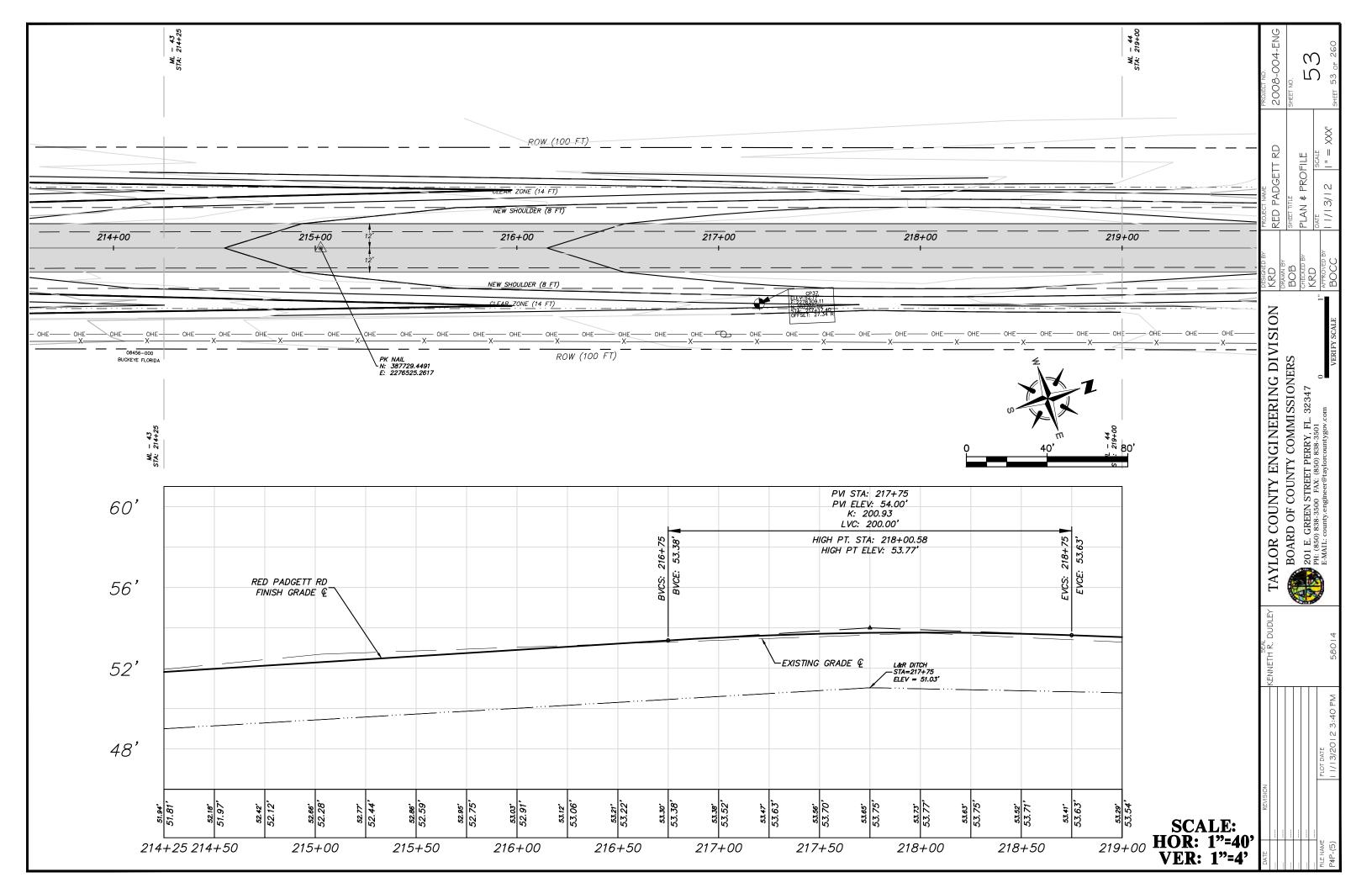


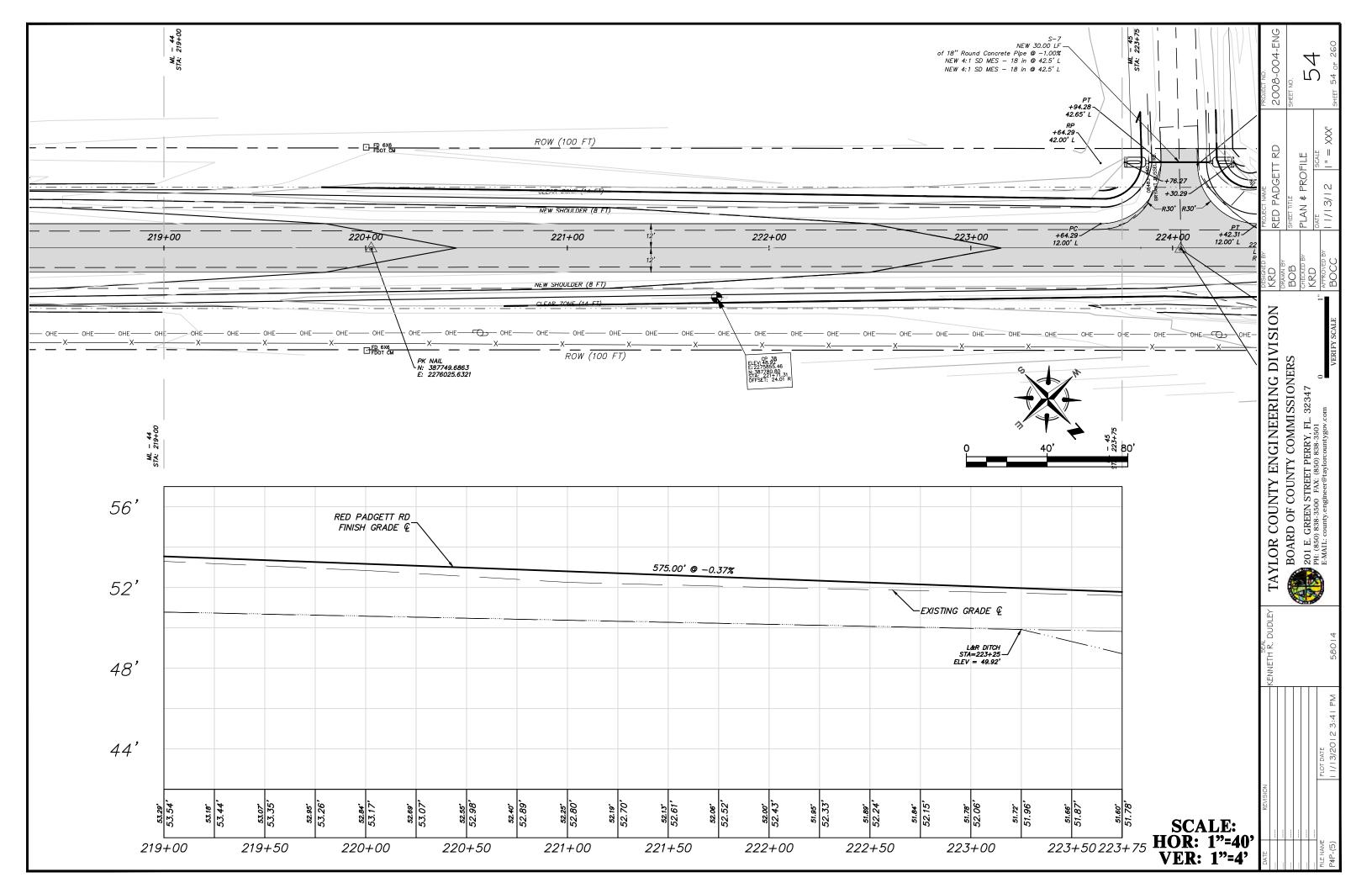


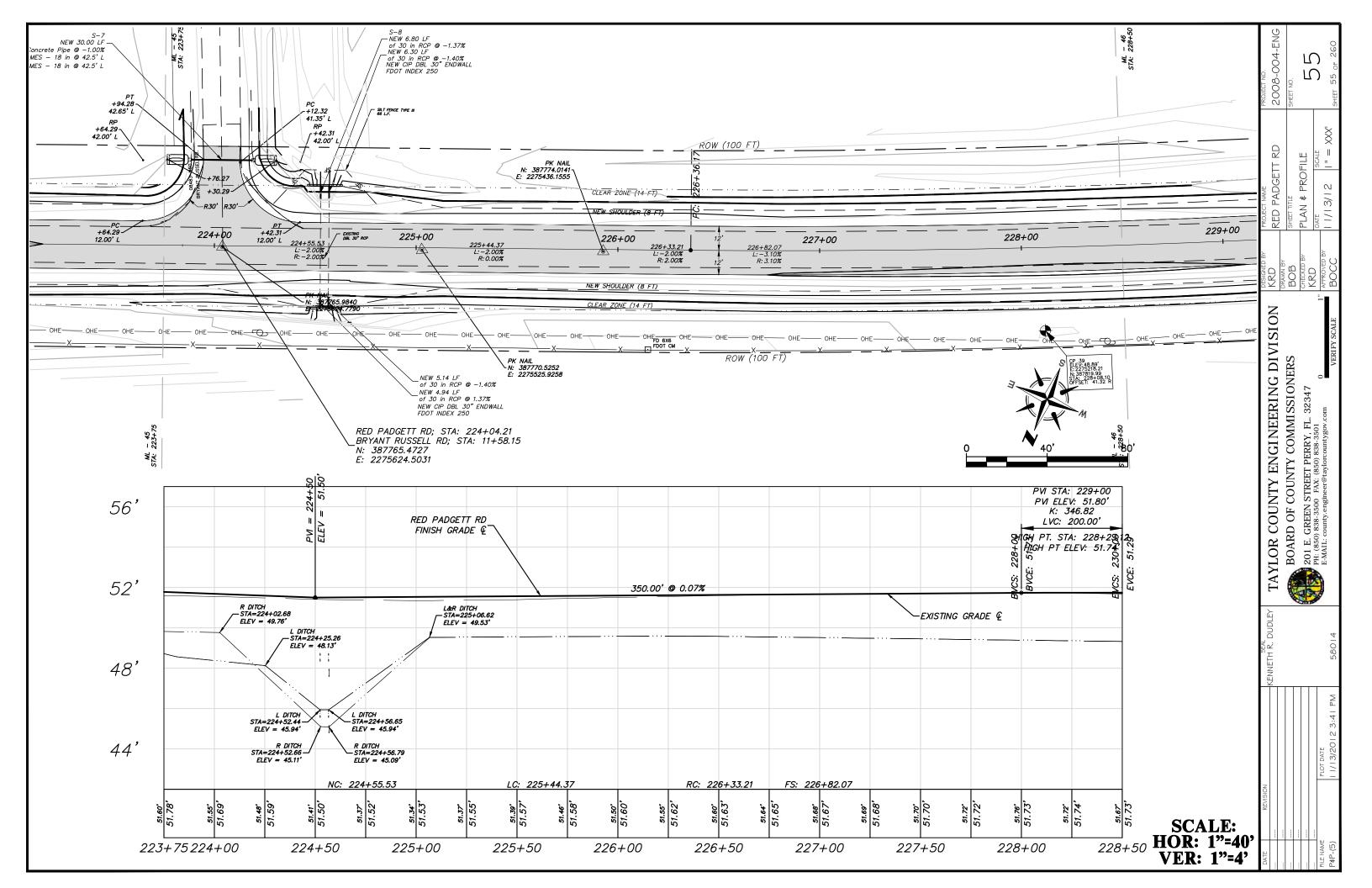


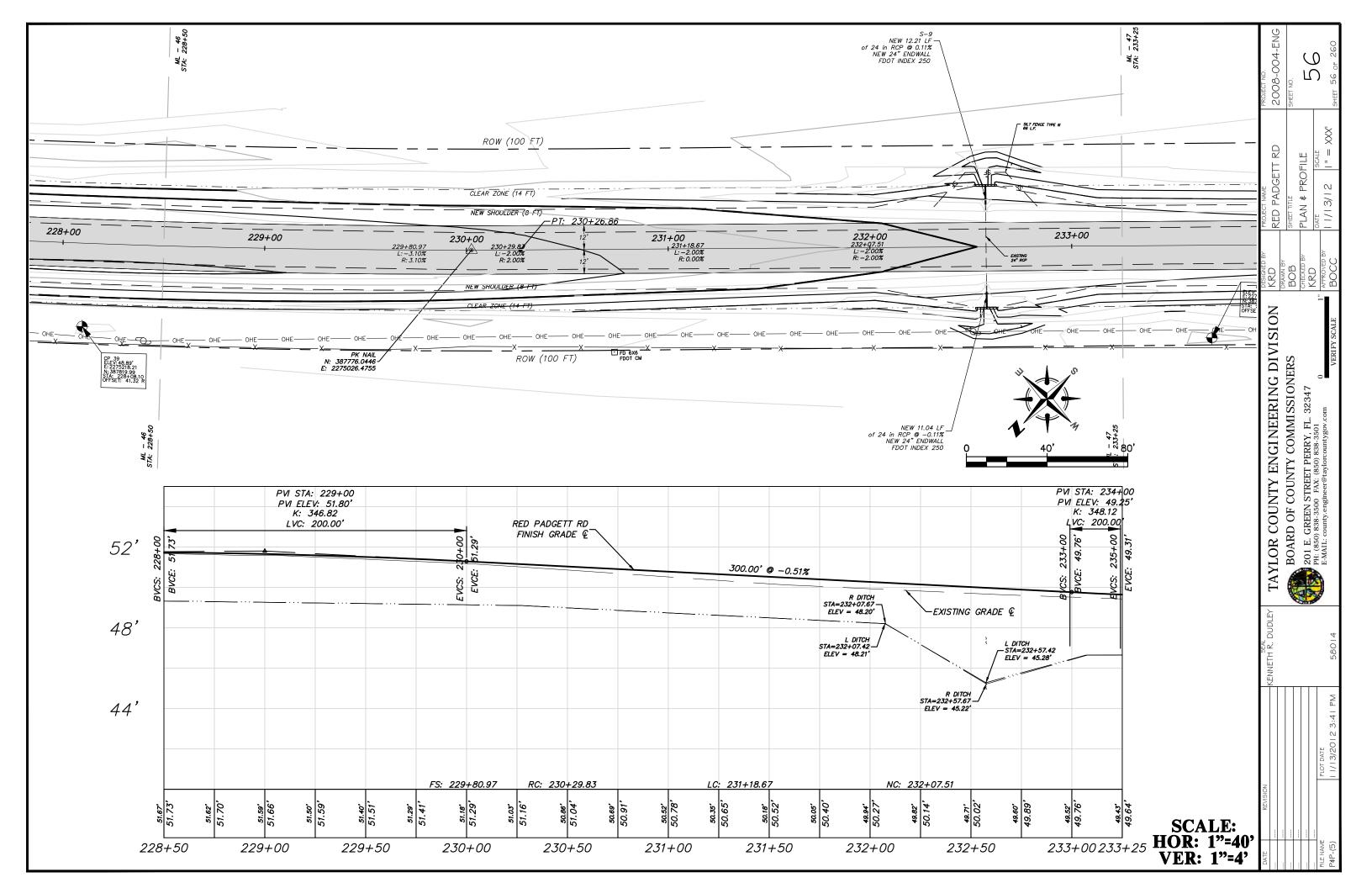


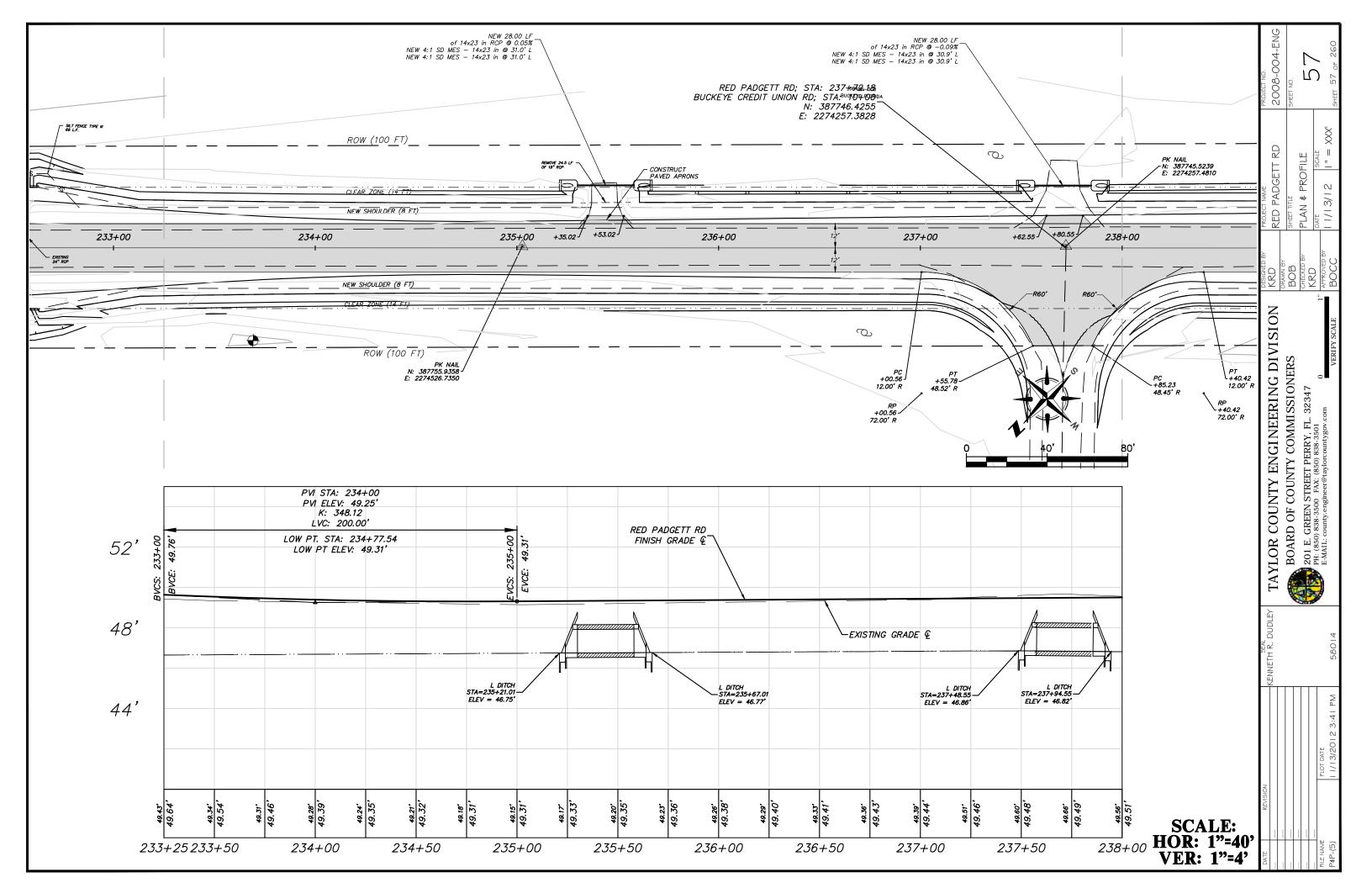


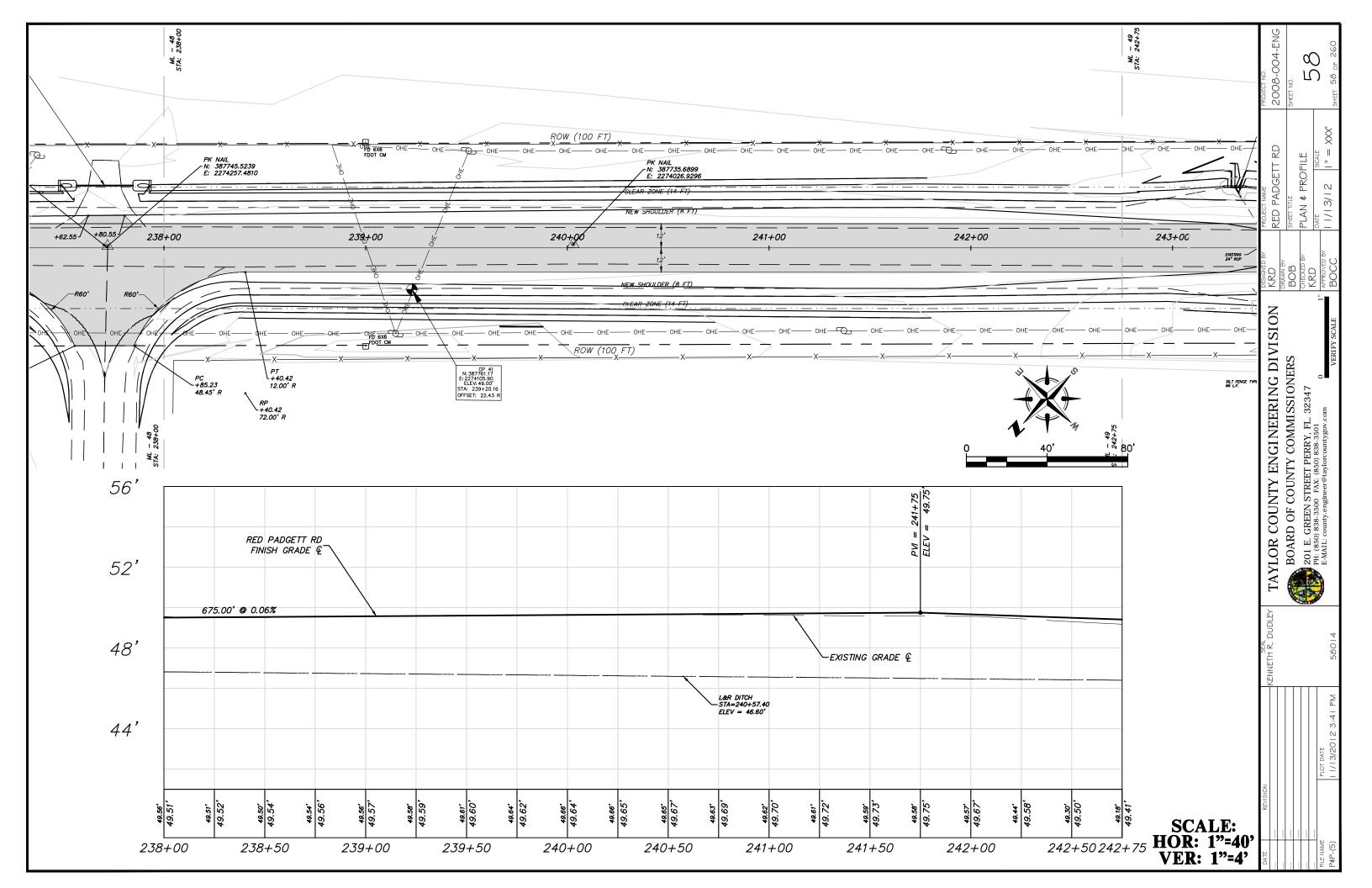


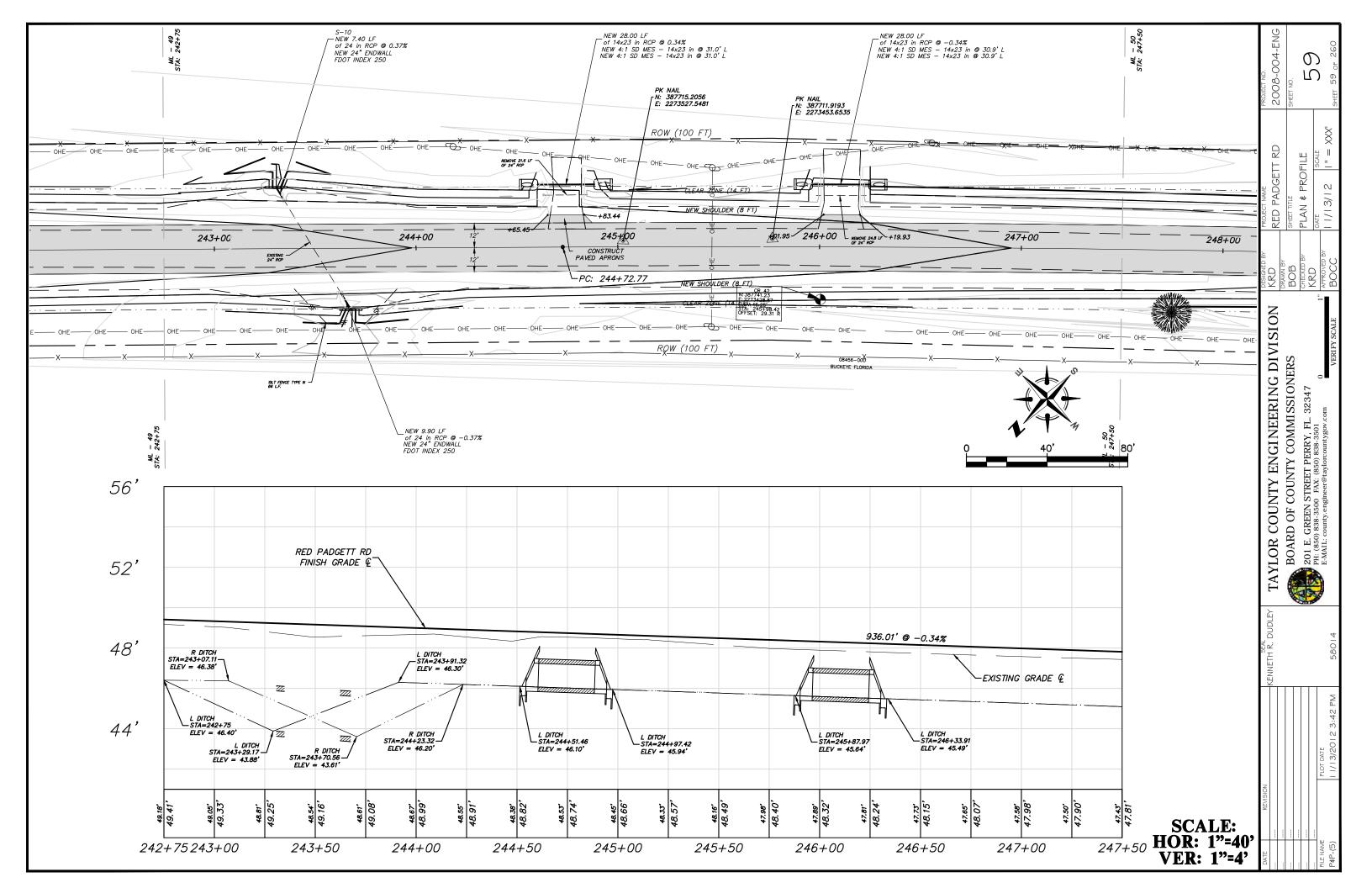


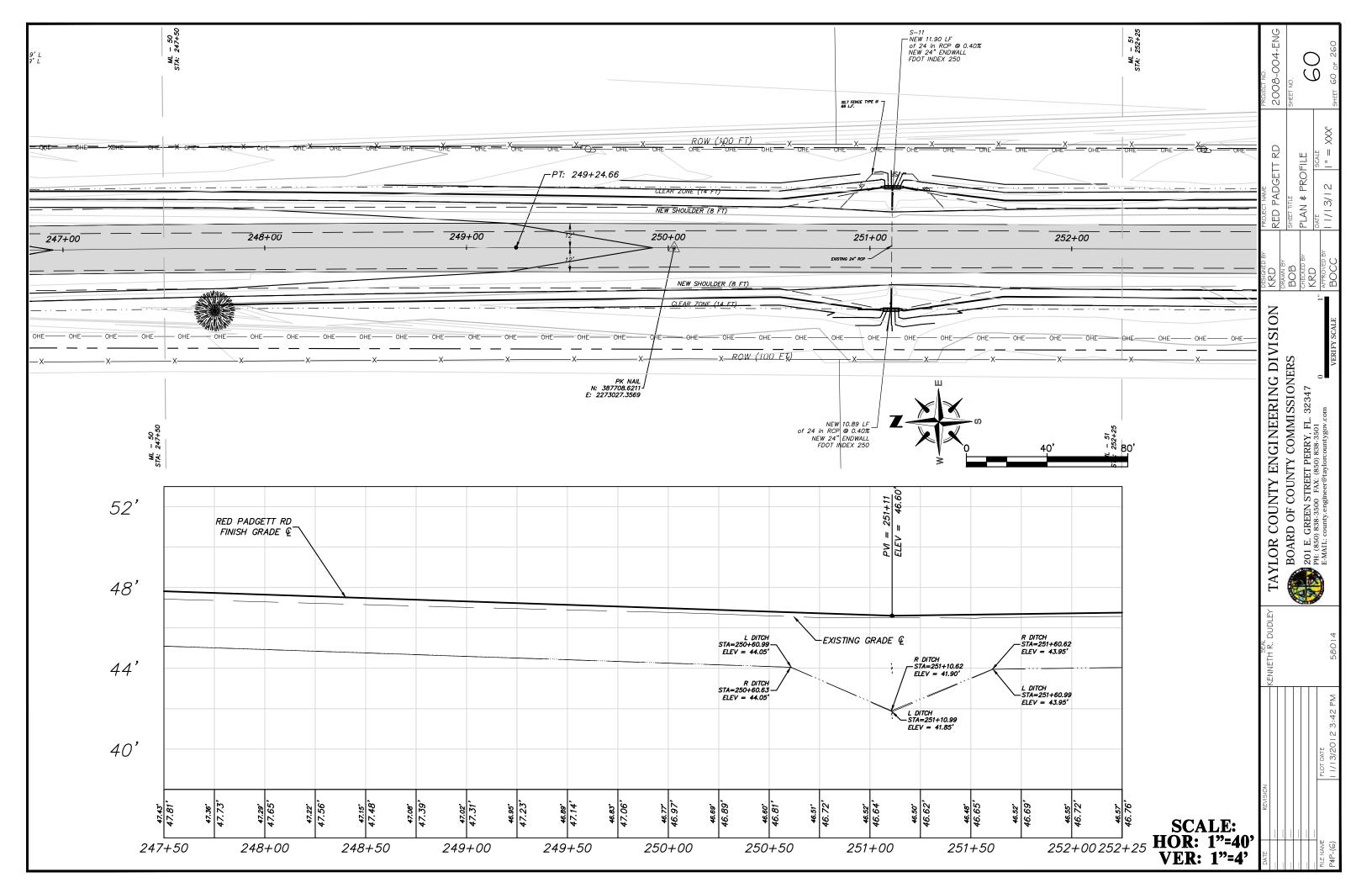


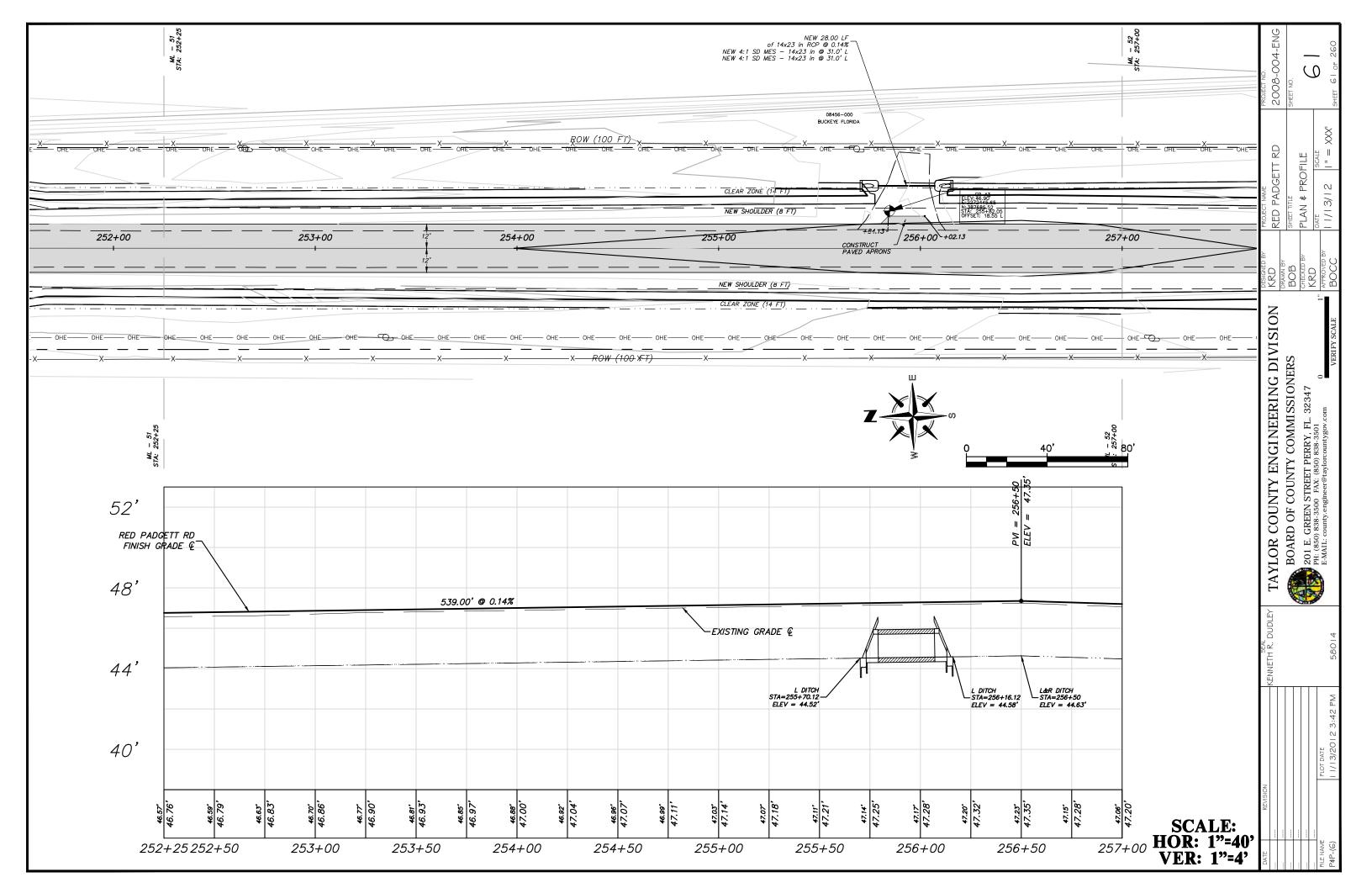


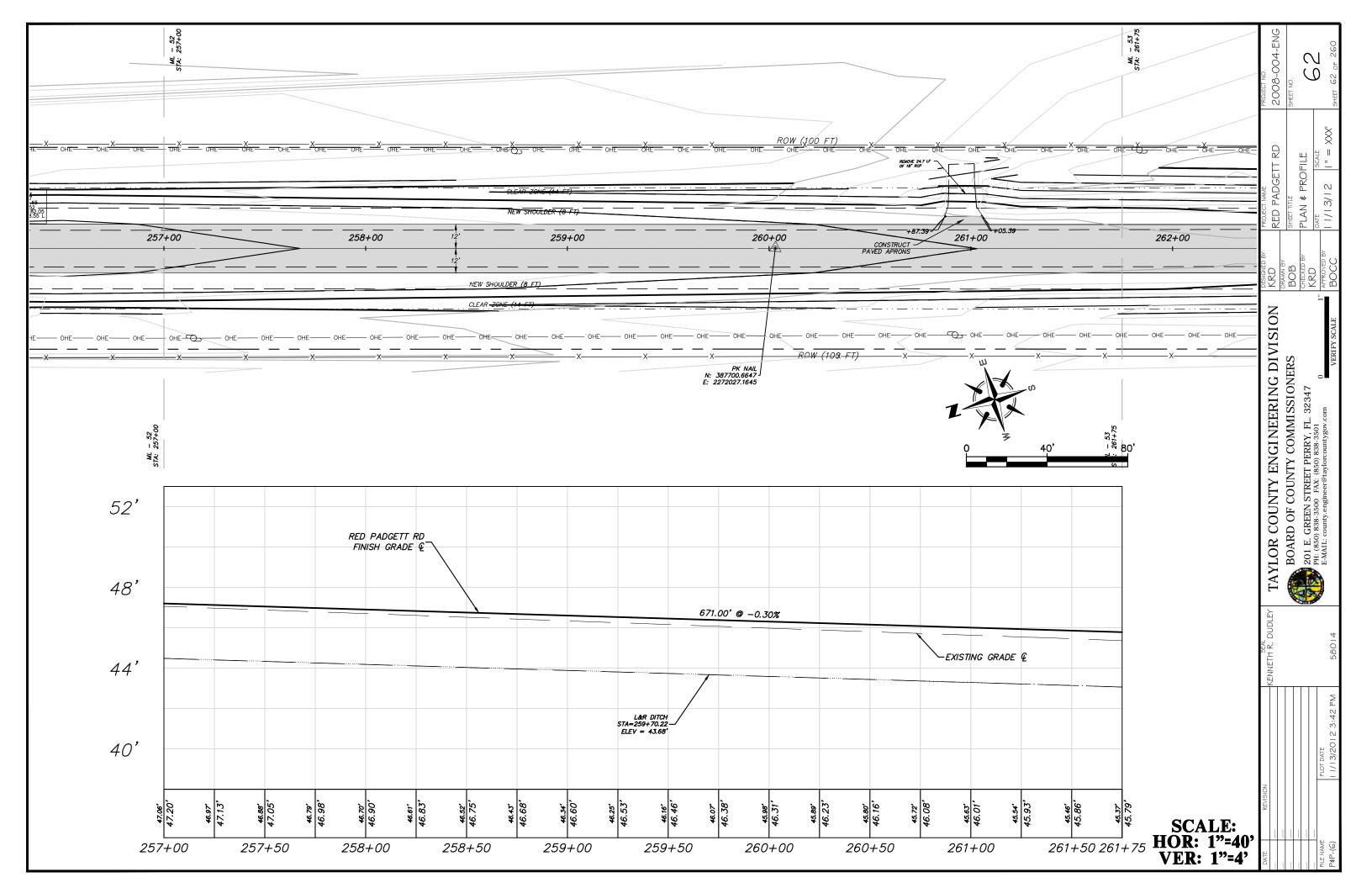


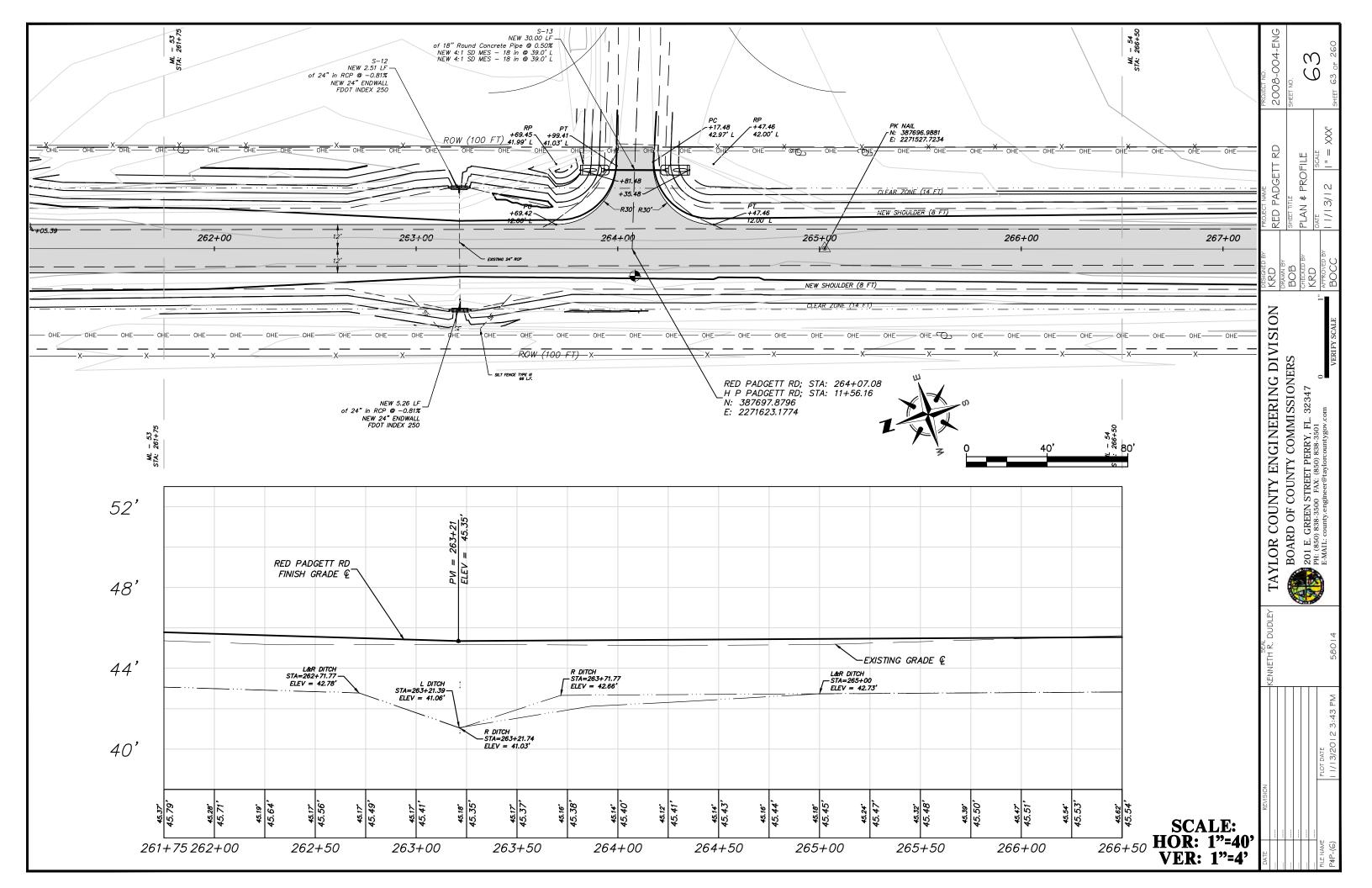


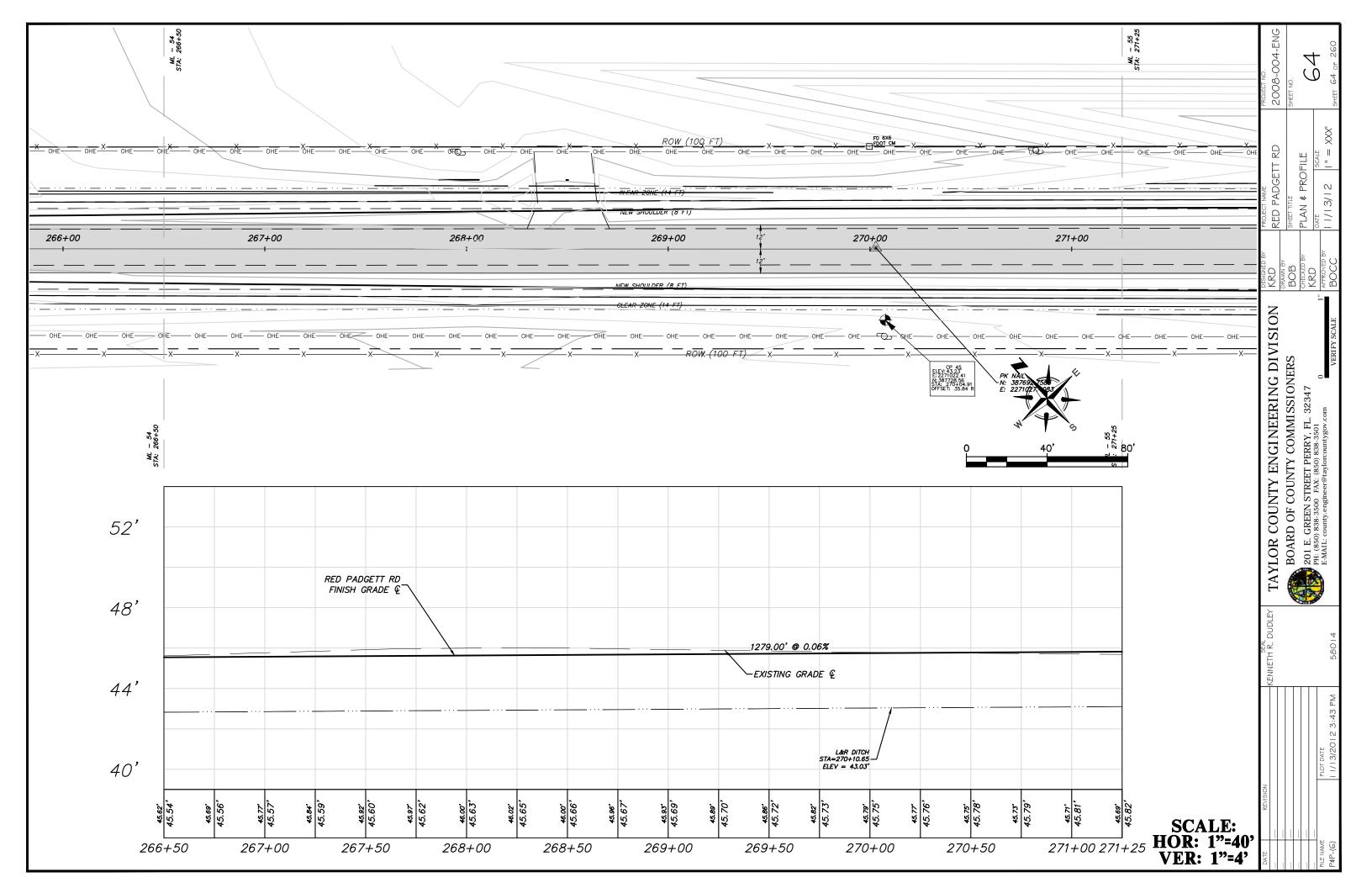


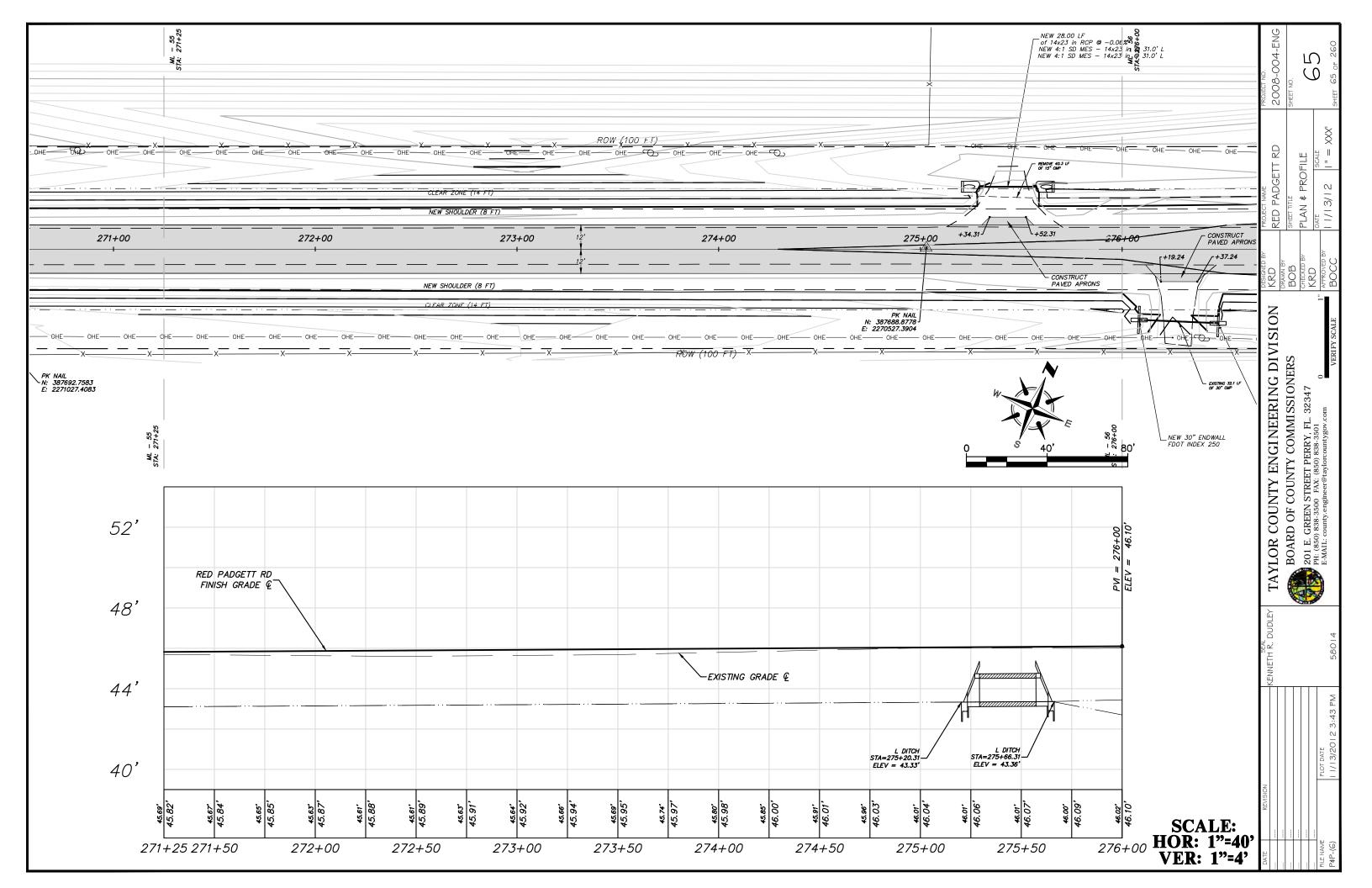


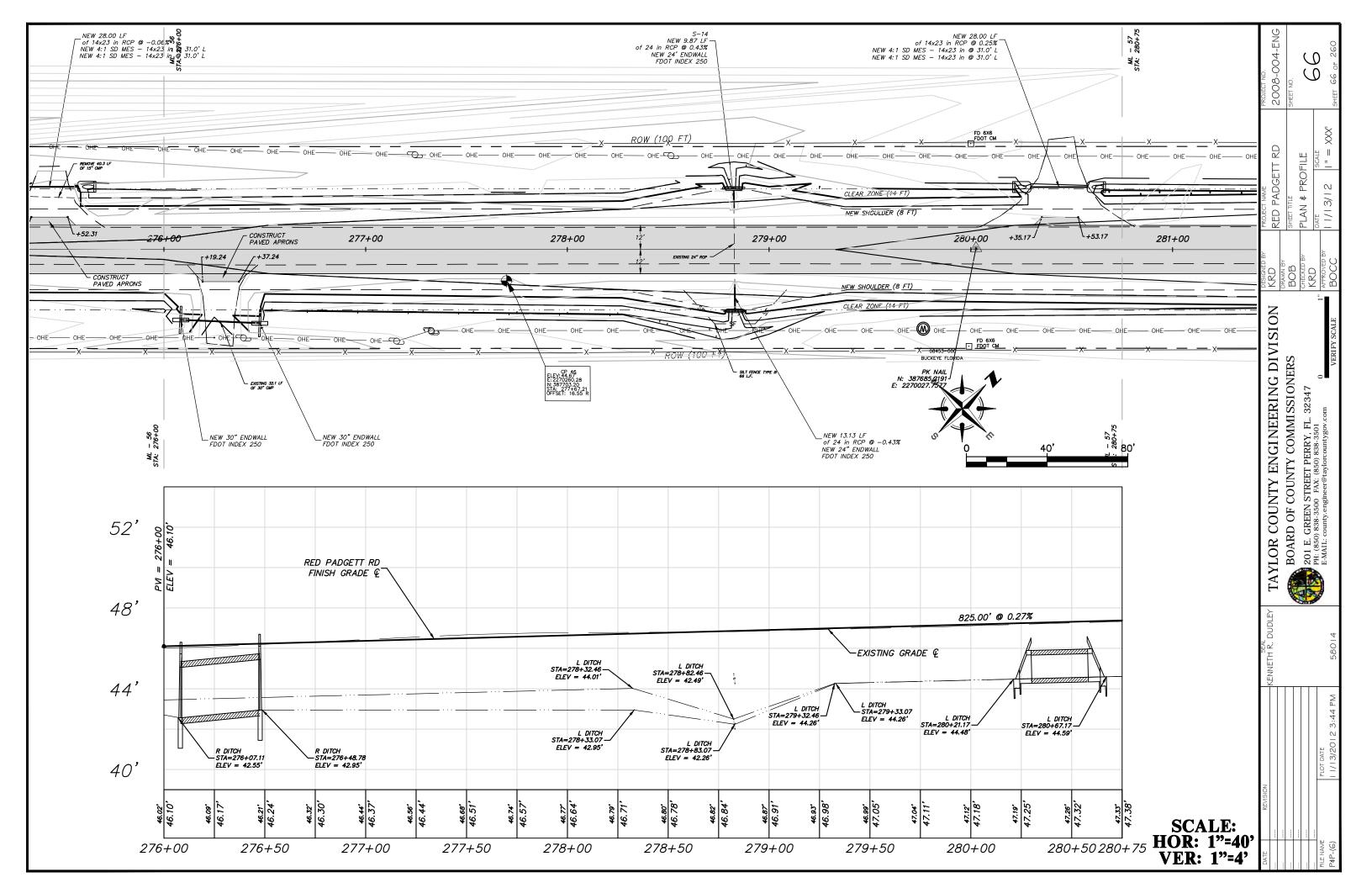


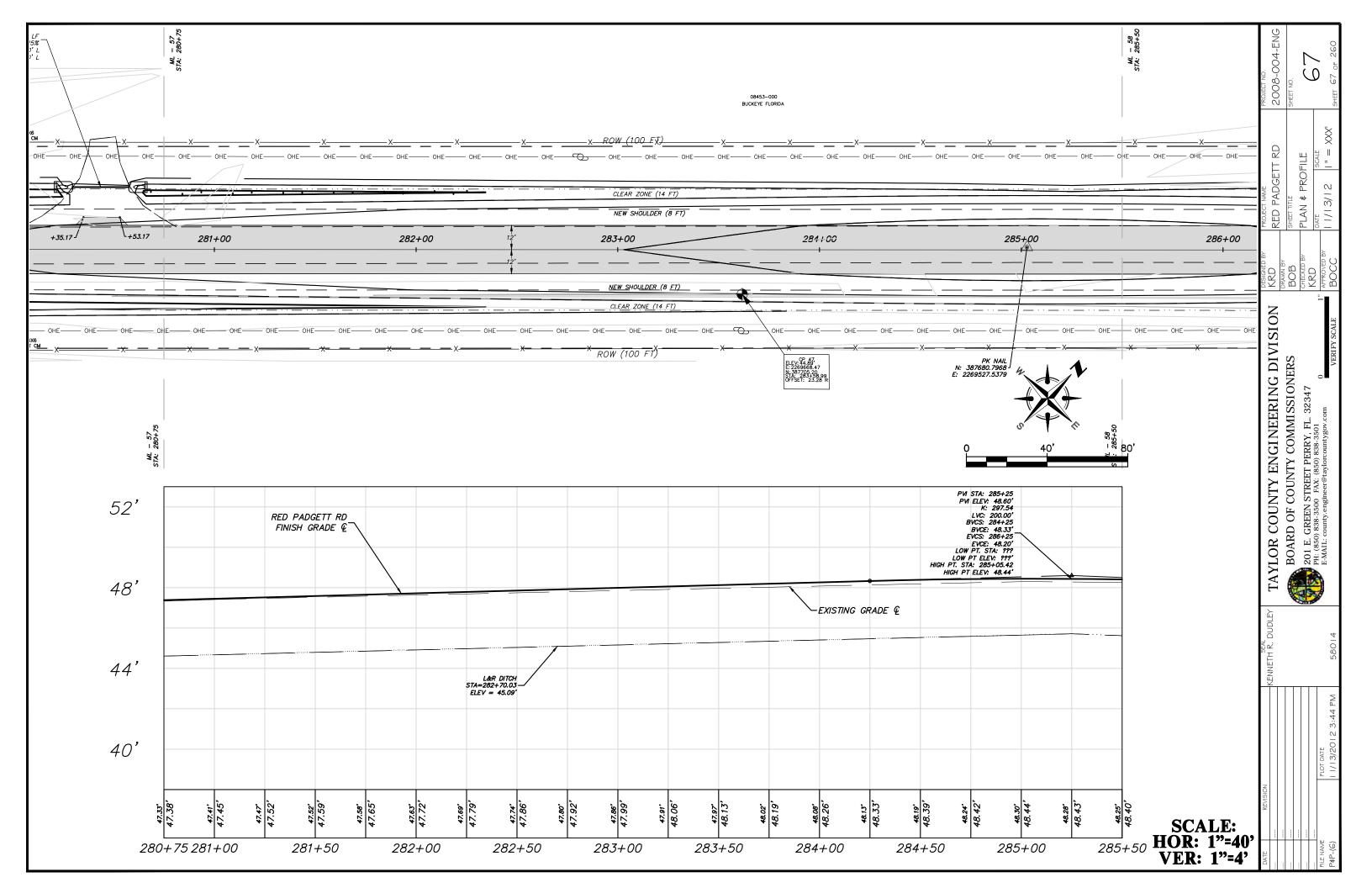


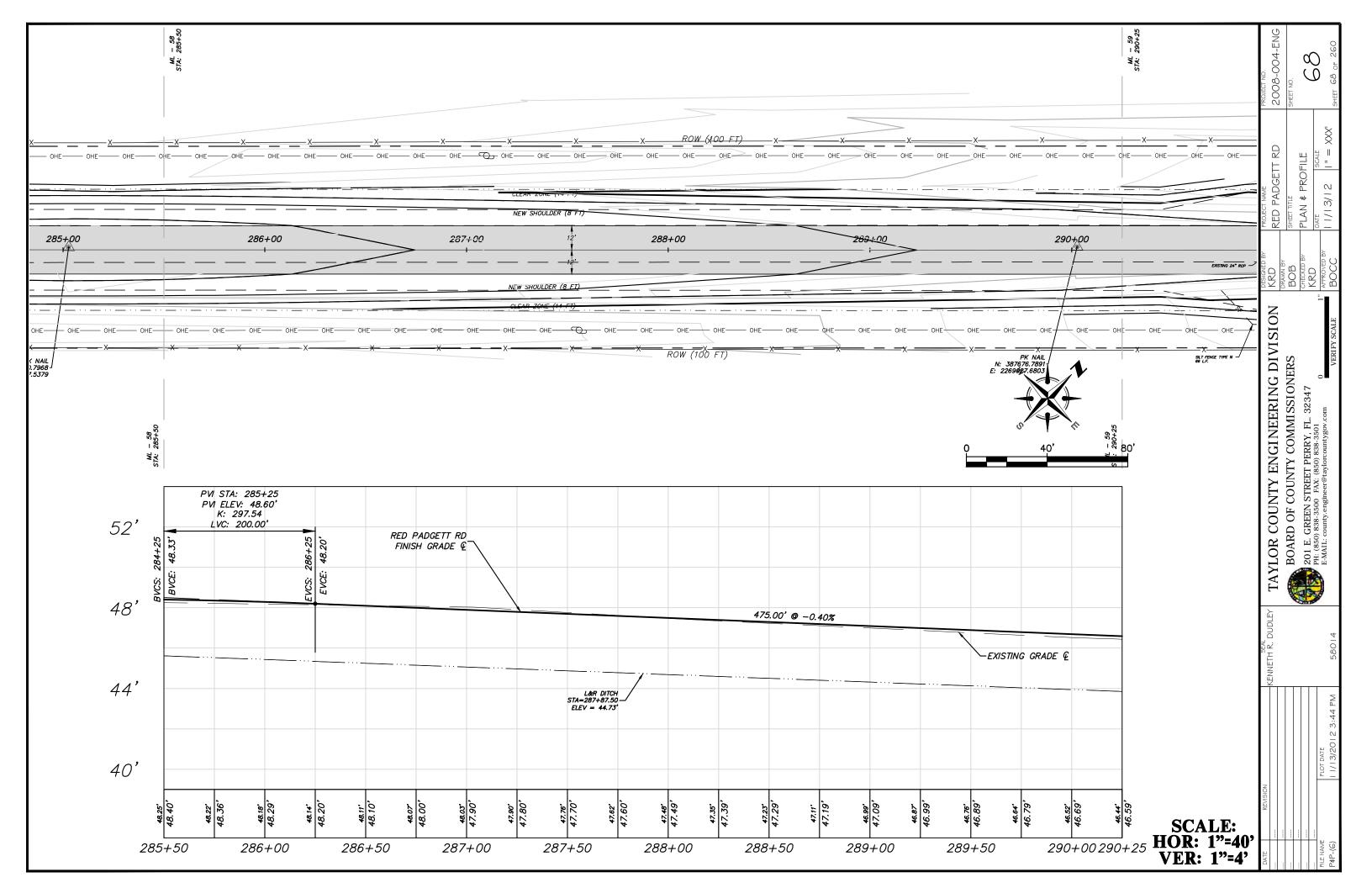


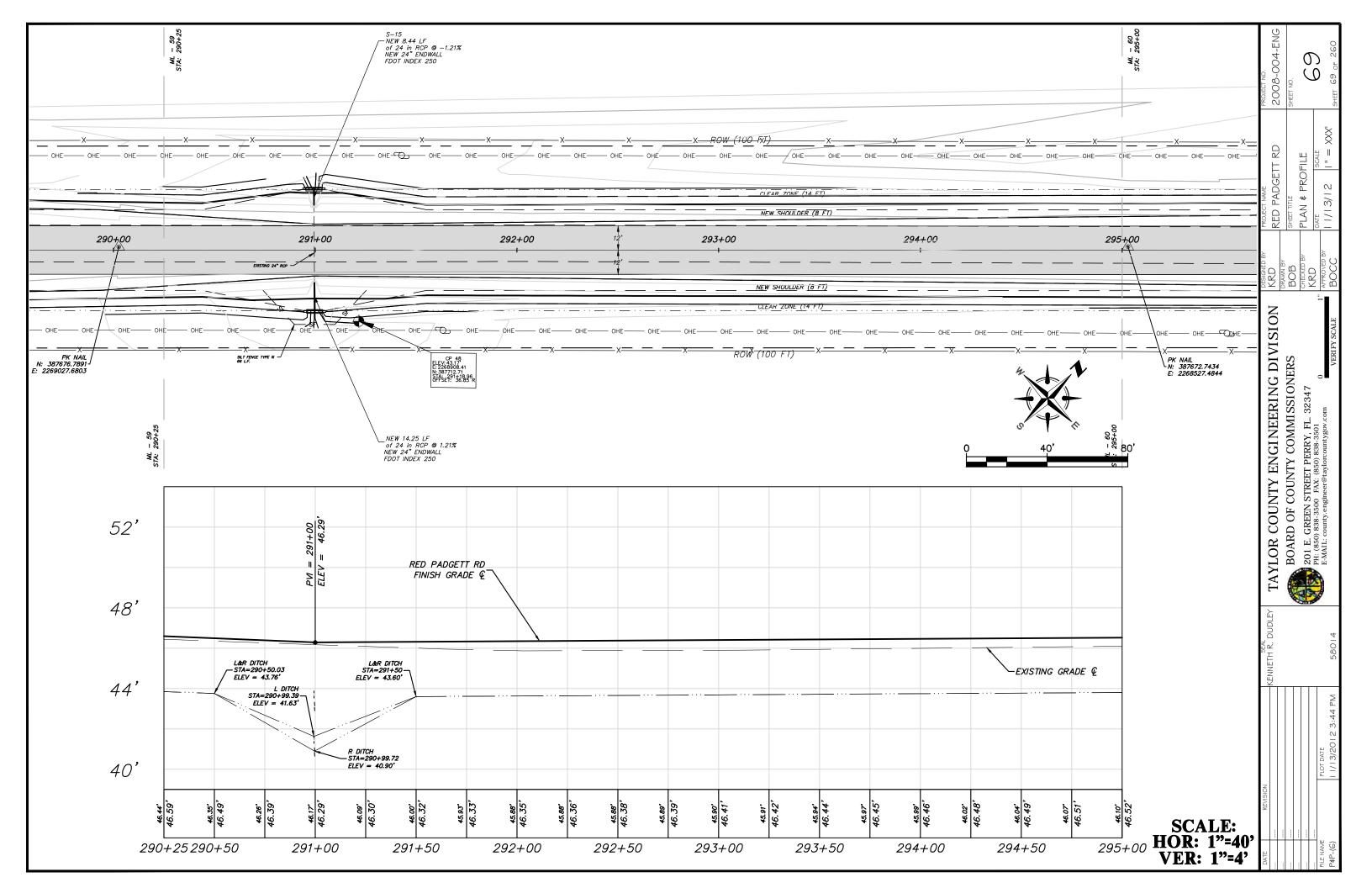


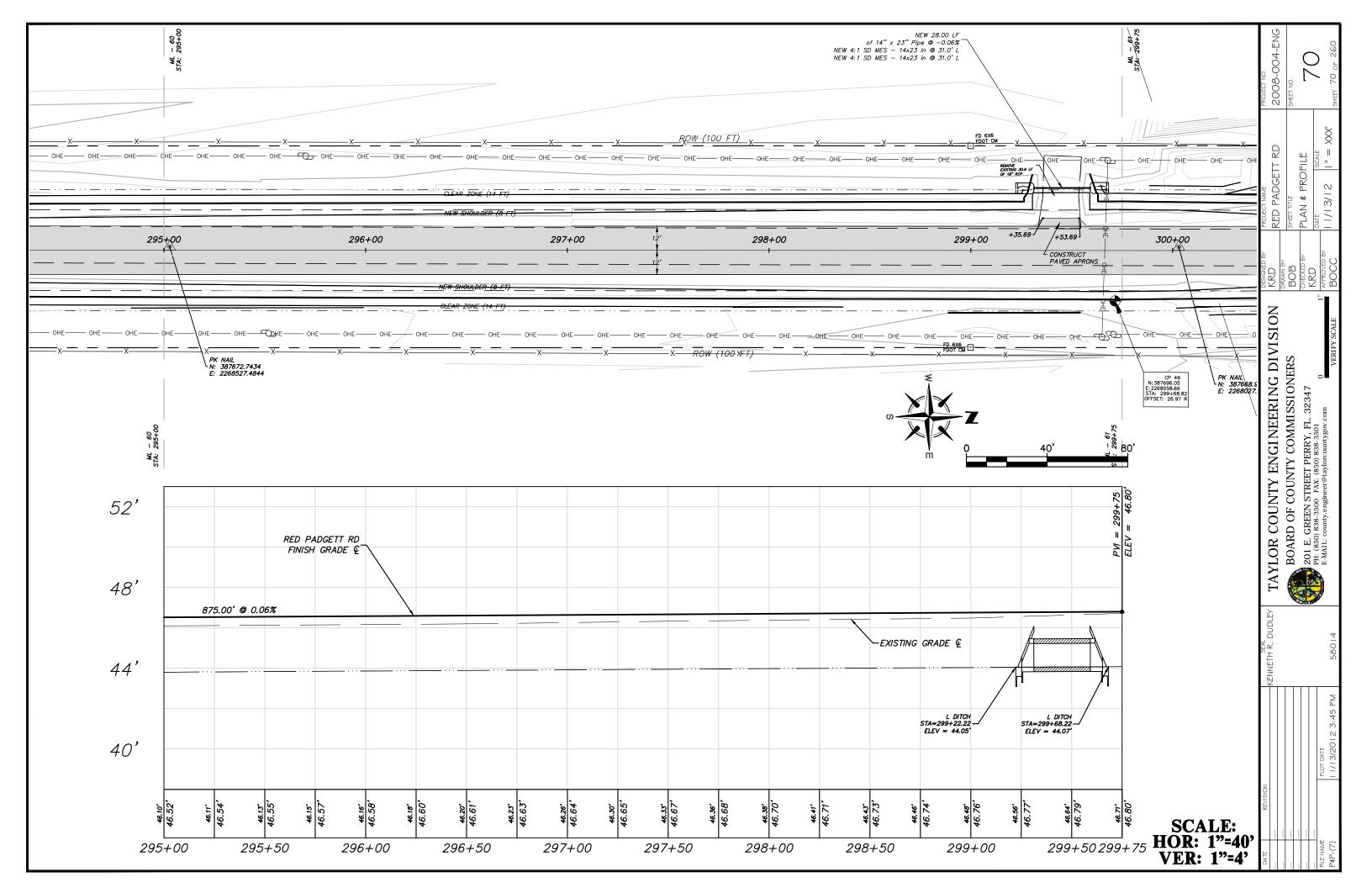


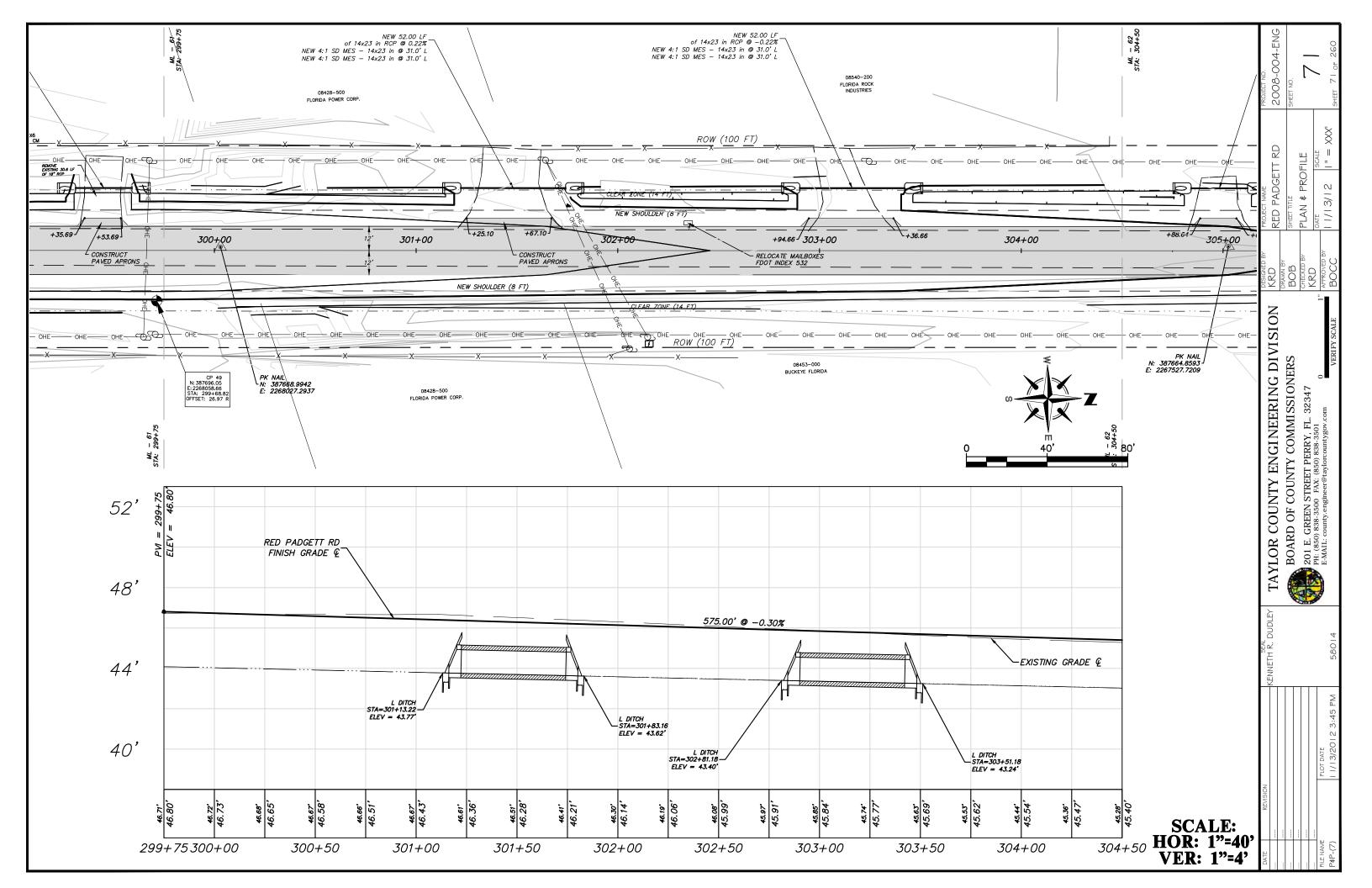


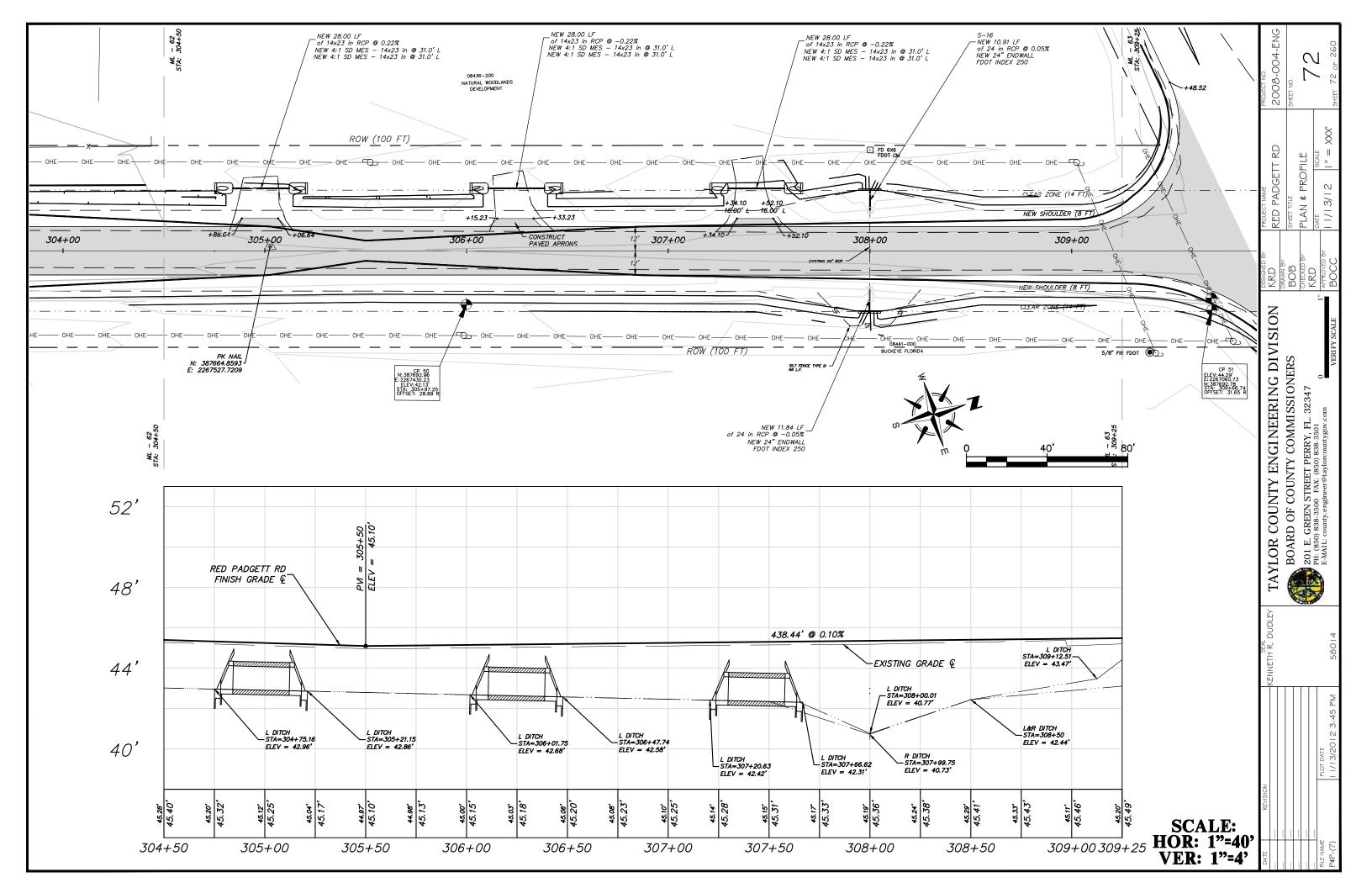


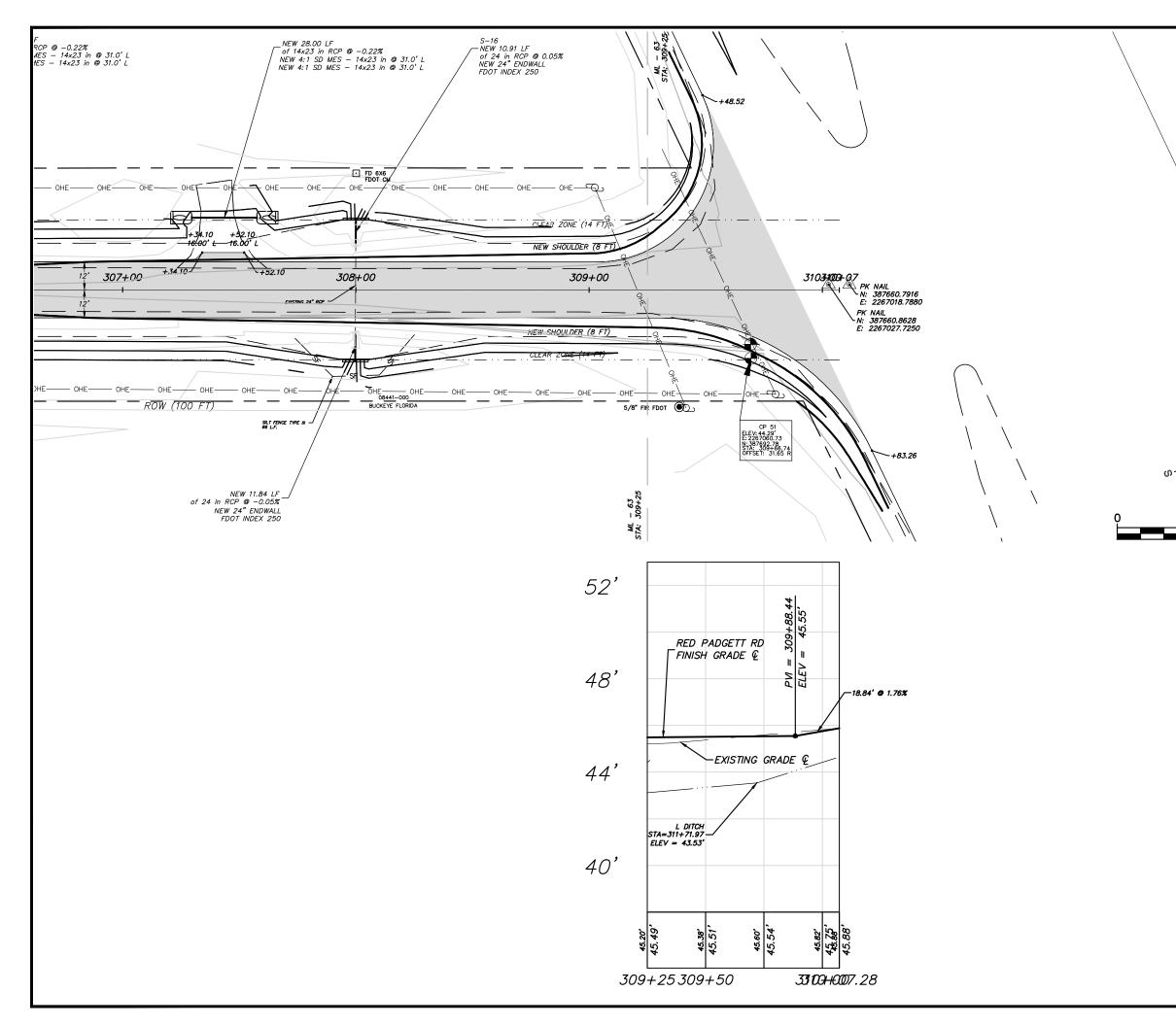




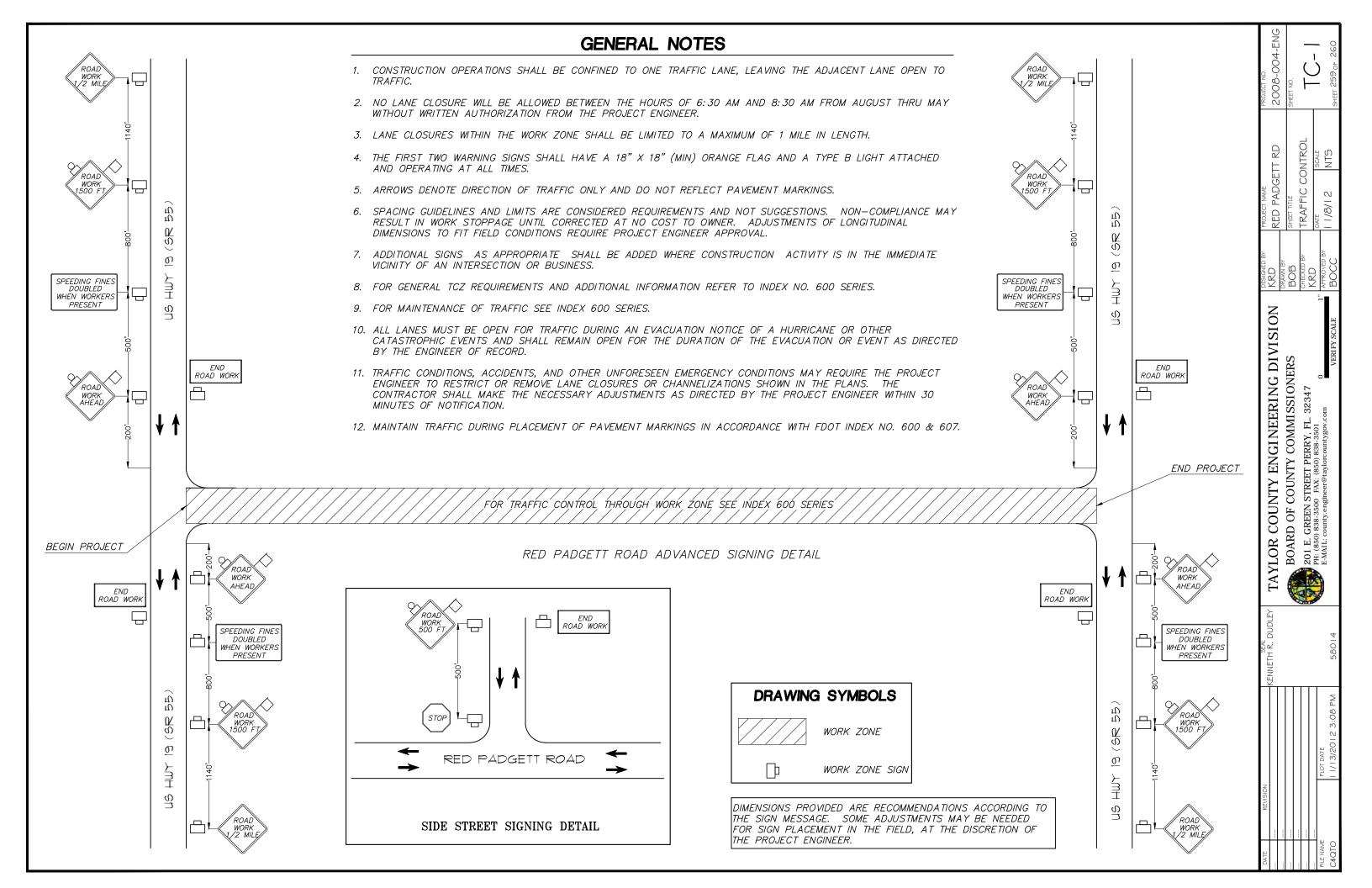








| | PROJECT NO. 2008-004-ENG | SHEET NO. | 73 of 260 |
|-------------------------------------|--------------------------------------|--------------------------------|---|
| | RED PADGETT RD | Sheet title PI AN & PROFILE | DATE 5CALE 11/13/12 1 = XXX' |
| | DESIGNED BY KRD DRAMAL BY | BOB CHECKED BY | |
| | TAY | BOARD OF COUNTY COMMISSIONERS | E-MAIL: county.engineer@taylorcountygov.com |
| | ^{SEAL} KENNETH R. DUDLEY | | 58014 |
| | REVISION | | PLOT DATE 1 1/1 3/201 2 3:45 PM |
| SCALE: HOR: 1"=40' VER: 1"=4' | DATE RE | | |



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:

- THE PROJECT CONSISTS OF IMPROVING AN EXISTING LIMEROCK ROADWAY, SIGNAGE AND 1.a 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
- AREA ESTIMATES: 1.a. ΤΟΤΑΙ

TOTAL

| SITE AREA: | 16.1 +/- ACRES |
|-----------------------|----------------|
| AREA TO BE DISTURBED: | 8.9 +/- ACRES |

1.b. RUNOFF DATA:

RUNOFF COEFFICIENTS: BEFORE: C(b) = 0.39AFTER 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.

SITE MAP: 1.a.

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.

CONTROLS: 2.0

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.

- MODIFICATION OF THE SPECIFICATIONS ARE PERMISSIBLE IF IN ACCORDANCE WITH 2.a. 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.
- STABILIZATION PRACTICES: 2.a.1

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

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
- WASTE DISPOSAL: 2.c.1

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.
- OFFSITE VEHICLE TRACKING AND DUST CONTROL: 2.c.2

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 SPECIFICA TIONS.

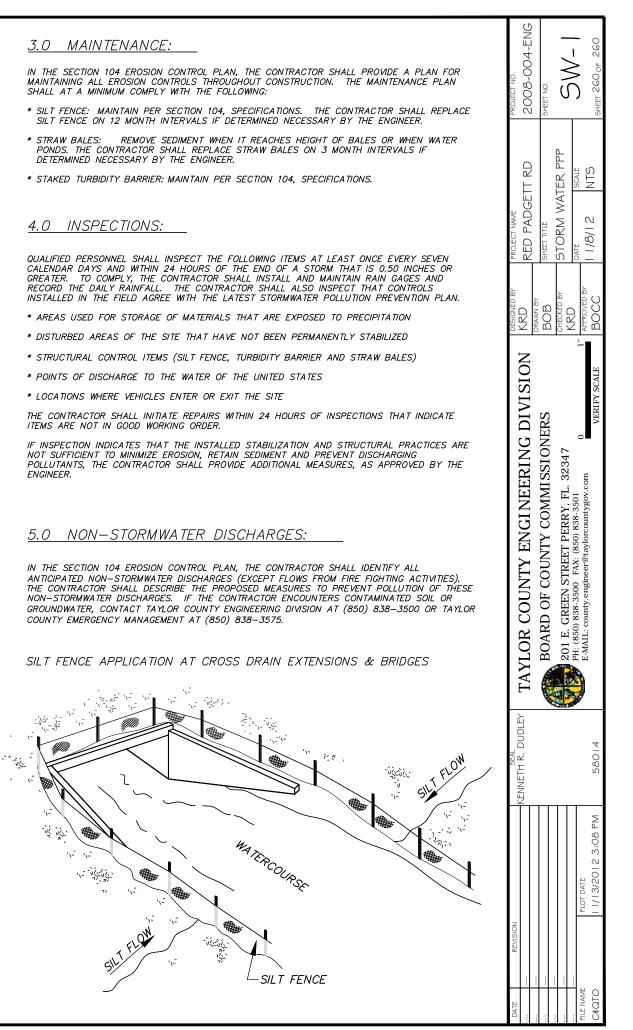
2.c.5 TOXIC SUBSTANCES:

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.

APPROVED STATE AND LOCAL PLANS AND PERMITS: 2.c.6

THIS PROJECT SHALL COMPLY WITH ALL WATER QUALITY STANDARDS.

ENGINEER



| | | $\overline{(}$ | | | |
|--|--|---|--|--|--|
| TAYLOR COUNTY BOARD OF COMMISSIONERS | | | | | |
| County Commission Agenda Item | | | | | |
| SUBJECT/TITLE: | THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING MODIFICATION #1 TO THE COUNTY'S EMERGENCY MANAGEMENT PERFORMANCE TRANT, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR | | | | |
| MEETING DATE RE | ESTED: 11/2 | 0/12 | | | |
| Statement of Issue: THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE | | | | | |
| Recommended Act | APPROVE | | | | |
| Fiscal Impact: | N/A | | | | |
| Budgeted Expense: N/A | | | | | |
| Submitted By: | Submitted By: DUSTIN HINKEL, EM DIRECTOR | | | | |
| Contact: | 838-3500x7 | 838-3500x7 | | | |
| SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS | | | | | |
| History, Facts & Iss | ONE THIRD OF MODIFICATION REQUIRED FO | THE EMPG GRANT IS A FEDERAL GRANT THE MAKES UP ONE THIRD OF THE EM DEPARTMENT'S BUDGET. THIS MODIFICATION REDUCES THE NUMBER OF EXERCISES REQUIRED FOR THE EM COORDINATOR TO PARTICIPATE IN FROM FOUR TO THREE. | | | |
| Options: | otions: APPROVE/NOT APPROVE | | | | |
| Attachments: | MODIFICATION | N #1 | | | |
| | | | | | |
| | | | | | |

MODIFICATION # 1 TO SUBGRANT AGREEMENT

This Modification is made and entered into by and between the State of Florida, Division of Emergency Management, ("the Division"), and **Taylor County** ("the Recipient") to modify Subgrant Agreement Number 13-FG-86-03-72-01-129, dated July 30, 2012 ("the Agreement").

WHEREAS, the Division and the Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant of \$54,919 to Recipient; and

WHEREAS, the Division and the Recipient desire to modify the Agreement by amending Attachment C (Program Conditions).

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

- Attachment C (Program Conditions) to this Agreement is hereby deleted in its entirety, and the Revised Attachment C, which is attached hereto and incorporated herein by reference, is substituted in its place and stead.
- 2. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.
- All provisions of the Agreement being modified and any attachments thereto in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective as of the date of the last execution of this Modification by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this document on the dates set out below.

| RECIPIENT: TAY | LOR COUNTY |) | |
|----------------|--|--------|--|
| вү: | Jan S/Bre | e | |
| NAME & TITLE | JACK R. BROWN | 1 1 | |
| DATE: | TAYLOR COUNTY, FL 201 E. GREEN ST. PERRY, FL 32347 | 1/1/12 | |

STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

BY:

Bryan Koon, Director

DATE:____

Attachment C

Program Conditions

Items listed below are to be reviewed during the mid-year and end-of year progress report prepared in conjunction with the Division's Regional Coordinator to ensure county compliance.

- <u>COORDINATION AND COLLABORATION</u> Utilizing the below elements, county emergency management agencies will have an ongoing process that provides for coordinated and collaborated input in the preparation, implementation, evaluation and revision of emergency management programs. See Data Download and Upload details in # 3 below.
 - Provide an agenda or a copy of the certificate to show participation in the following during this contract period (July 1, 2012 – June 30, 2013);
 - Regional Domestic Security Task Force (RDSTF) Meeting
 - Urban Area Security Initiative Meetings (if applicable)
 - State Working Group Meetings (if applicable)
- TRAINING AND EXERCISE To ensure that each county emergency management agency is in compliance with EMPG Guidance, <u>each EMPG funded position</u> during this contract period (July 1, 2012 – June 30, 2013) shall provide the following items. See Data Download and Upload detail in # 3 below.
 - Participate in no less than three (3) exercises within the 12 month Agreement period
 - Submit an After Action Report (AAR) for each exercise conducted by the Recipient and/or provide sufficient
 exercise documentation (i.e., sign in sheet, certificate, etc.) for participation in each exercise not
 conducted by the Recipient
 - Complete IS 100, 200, 700, 800 and the Professional Development Series
- 3. DATA DOWNLOAD AND UPLOAD Data exchange between the Division and counties will be facilitated by the use of the Division's Sharepoint Portal available at <u>https://portal.floridadisaster.org</u>. Counties will be provided user names and passwords to access the portal. All data, forms, templates and instructions to be provided by the Division will be made available via the portal, and counties shall use the portal to upload data or provide notice of "No Change" for applicable items.

| TAY | LOR COUNTY BOARD OF COMMISSIONERS |
|---------------------------|---|
| | County Commission Agenda Item |
| | THE BOARD TO CONSIDER APPROVAL OF THE ARTHROPOD CONTROL BUDGET AMENDMENT #1 FOR FISCAL YEAR 2012- 2013, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR |
| MEETING DATE REC | QUESTED: 11/20/12 |
| Statement of Issue: | THE BOARD TO CONSIDER APPROVAL OF GRANT BUDGET FORM |
| Recommended Activ | on: APPROVE |
| Fiscal Impact: FUNDS | REQUESTING A CARRY FORWARD OF \$672.41 OF STATE |
| Budgeted Expense: | YES |
| Submitted By: DIRECTOR | GARY WAMBOLT, ENVIRONMENTAL SERVICES |
| Contact: | 838-3500x7 |
| <u>S</u> | UPPLEMENTAL MATERIAL / ISSUE ANALYSIS |
| History, Facts & Iss | ues: THE MOSQUITO CONTROL DEPARTMENT IS FUNDED, IN PART, FROM STATE GRANT FUNDS WHICH CAN BE CARRIED FORWARD FROM FISCAL YEAR TO FISCAL YEAR. |
| | |
| Options: | APPROVE/NOT APPROVE |



Florida Department of Agriculture and Consumer Services Division of Agricultural Environmental Services

ARTHROPOD CONTROL BUDGET AMENDMENT

Section 388, F.S., Rule 5E-13.027, F.A.C. Telephone: (850) 617-7997; FAX (850) 617-7967 Submit To: Bureau of Entomology and Pest Control 3125 Conner Blvd, Suite N, MS C-41 Tallahassee, FL 32399-1650

A STATEMENT EXPLAINING AND JUSTIFYING THE PROPOSED CHANGES SHOULD ACCOMPANY EACH APPLICATION FOR BUDGET AMENDMENT. USE PAGE TWO FOR THIS PURPOSE.

Amendment No. 1 Fiscal Year 2012 -2013 Date October 29 , 2012

Amending: Local Funds State Funds XD (Check appropriate fund account to be amended. Use a separate form for each fund). The Board of Commissioners for <u>Taylor County</u> hereby submits to the Department of Agriculture and Consumer Services, Bureau of Entomology and Pest Control, for its consideration and approval, the following amendment for the current fiscal year as follows: ESTIMATED RECEIPTS

NOTE: The budget cannot be amended to show an increase in receipts over the amount budgeted unless authorized.

| TOTAL AVAILABLE | PRESENT | INCREASE | DECREASED | REVISED |
|-------------------|-----------|----------|-----------|-----------|
| CASH AND RECEIPTS | BUDGET | REQUEST | REQUEST | BUDGET |
| | 29,922.00 | 672.41 | | 30,594.41 |

NAME SOURCE OF INCREASE Carry Forward Funds

(Explain Decease)

BUDGETED EXPENDITURES

NOTE: Total increase must equal total decrease, unless the total "Present Budget" is revised. Present Increased Decrease Revised ACCT Uniform Accounting System Requested Requested Budgeted Budget NO 10 Personal Services 11 - 15 672.41 21,840.41 21,168.00 20 Personal Services Benefits 21 - 25 8,666.00 8,666.00 30 Operating Expense 31 - 34 Travel and Per Diem 40.1 - 40.3 40 88.00 88.00 41 Communication Services **Freight Services** 42 43 Utility Services Rental and Leases 44 45 Insurance Repair and Maintenance Services 46.1 - 46.6 46 Printing/Binding 47 **Promotional Activities** 48 Other Current Changes and Obligations 49 51 Other Supplies/Materials 52.1 Gas/Oil/Lube Chemical/Solvents/Additives 52.2 **Clothing and Wearing Apparel** 53.3 **Miscellaneous Supplies and Incidentals** 52.4 52.5 **Tools and Small Implements** Books, Publications, Subscriptions, Memberships 54 Capital Outlay 61 - 64 60 71 Principal 72 Interest Contingency (current year) 89 Payment of Prior Year Accounts 99 TOTAL BUDGET AND CHANGES .001 Reserves - Future Capital Outlay .002 **Reserves - Self-Insurance** Reserves - Cash Balance to be Carried Forward .003 Reserves - Sick and Annual Leave .004 TOTAL RESERVES ENDING BALANCE TOTAL BUDGETARY EXPENDITURES AND BALANCE 29,922.00 672.41 30,594.41

APPROVED

Chairman, Board of Commissioners, or Clerk, Circuit Court

DATE_____

DATE___

APPROVED

Bureau of Entomology and Pest Control

Asset to be Disposed 11/20/2012

| | | Date | | | | | | | Inventory | | |
|--|--|---|--|--|---|---|--|--|---|--|--|
| Asset # | # Description | Acquired | Make | Model | Location | Serial Number | Cost | Dispose Of | Last Date | | |
| 0229 Communications Surcharge | | | | | | | | | | | |
| 4958 4959 4960 4961 4962 4963 4964 | Radio Radio Mobile Radio Mobile Radio Mobile Radio Mobile Radio Mobile Radio | 3/28/2000 3/28/2000 3/28/2000 3/28/2000 3/28/2000 3/28/2000 3/28/2000 | Motorola Motorola Motorola Motorola Motorola Motorola | HT1250 HT1250 HT750 HT750 HT750 HT750 HT750 HT750 | EMS Crew Area EMS Crew Area EMS Crew Area EMS Crew Area EMS Crew Area EMS Crew Area EMS Crew Area | 402TAJ03152 402TAJ03502 402TAJ03462 402TZQ31342 402TZQ31352 402TAJ03662 402TAJ02742 | 610.46 \$610.46 \$565.50 \$565.50 \$565.50 \$565.50 \$565.50 | Traded Traded Traded Traded Traded Traded Traded | 3/26/2010 3/26/2010 3/26/2010 3/26/2010 3/26/2010 3/26/2010 3/26/2010 | | |
| 0905 C | 0905 Clerk of Court | | | | | | | | | | |
| 74 5398 | 4 Drawer Cabinet Camcorder | 8/5/1957 9/10/2001 | Shaw-Walke ƙCA | r CC4252 | Basement Storage | 26230245 | \$138.00 \$299.95 | Surplus Surplus | 5/11/2011 5/18/2011 | | |
| 0903 T | 0903 Tax Collector | | | | | | | | | | |
| 2110 5392 5896 6325 6687 5497 | 5 Drawer Cabinet Copier Computer Computer Computer Point & Pay System | 8/4/1978 8/8/2001 8/19/2003 9/30/2004 9/30/2005 9/26/2001 | Savin Dell Dell Dell Automation | 1205-L 9922DP Optiplex Optiplex Latitdue D81 | 2nd Floor Basement 2nd Floor 2nd Floor (Back Room 1st Floor | H2411801661 DRTX931 407YQ51 | \$418.00 \$3,367.00 \$1,100.00 \$1,304.35 \$1,874.43 \$4,520.00 | out of service out of service out of service out of service out of service out of service | 6/14/2011 6/14/2011 6/14/2011 6/14/2011 6/14/2011 6/14/2011 | | |

| | | (3) |
|-----------------------|--|-----|
| TAY | LOR COUNTY BOARD OF COMMISSIONERS | |
| | County Commission Agenda Item | |
| | THE BOARD TO REVIEW AND ACCEPT THE FLORIDA MODEL JAIL STANDARDS INSPECTION REPORT RESULTS FROM OCTOBER 25, 2012 FOR THE TAYLOR COUNTY JAIL, AS AGENDAED BY CAPTAIN RICHARD JOHNSON, JAIL ADMINISTRATOR | |
| MEETING DATE REC | QUESTED: 11/20/12 | |
| Statement of Issue: | THE BOARD TO ACCEPT A JAIL STANDARDS INSPECTION REPORT | |
| Recommended Action | on: REVIEW AND ACCEPT | |
| Fiscal Impact: | N/A | |
| Budgeted Expense: | N/A | |
| Submitted By: | CAPT. RICHARD JOHNSON | |
| Contact: | 838-3500x7 | |
| <u>S</u> I | UPPLEMENTAL MATERIAL / ISSUE ANALYSIS | |
| History, Facts & Issu | ues: THE JAIL UNDERGOES A YEARLY INSPECTION TO DETERMINE COMPLIANCE WITH THE FLORIDA MODEL JAIL STANDARDS. | |
| Options: | ACCEPT/NOT ACCEPT | |
| Attachments: | FLORIDA MODEL JAIL STANDARDS INSPECTION REPOR | κτ |
| | | |

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October 25, 2012

Captain Richard Johnson Jail Administrator Taylor County Jail 589 HWY 27 East Perry, Florida 32347

Re: F.M.J.S. Annual Inspection

Dear Captain Johnson,

Enclosed is a copy of the Florida Model Jail Standards Inspection Report resulting from my October 25, 2012 inspection.

As always, I was impressed with the cleanliness and the orderly operation of the jail, as well as the professionalism displayed by the personnel with whom I had contact with.

During the course of the inspection, The Taylor County Sheriff's Office, Department of the Jail, was found to be in full compliance with the Florida Model Jail Standards.

Once again, thank you and Lt. Welch for the assistance and hospitality showed during the inspection. If I can be of further assistance to you in the future, or if you have any question, please do not hesitate to call me.

Sincerely,

Deputy

FLORIDA MODEL JAIL STANDARDS ANNUAL ADULT FACILITY INSPECTION REPORT Part I – Facility Identification

| Name of Fa | cility: | Taylor County Sh | erifi | 's Office | | | |
|---------------|---------|------------------------|-------|-----------------------|----------|----------|-----------------|
| Facility Type | e: ` | Adult Detention | | | | | |
| Mailing Add | ress: | 589 Hwy 27 East | Per | ry, FL. 32348 | | | |
| City: Perr | y | Coun | ty: | Taylor | | Phone: | 850-584-4333 |
| Agency Hea | d: | Bummy Williams | | Facility Administrat | or: | Richard | Johnson |
| Chairperson | – Co | unty Commission: | | Pat Patterson | _ | | |
| Chairperson | or M | ayor – City Council: | - | Darrell Gunter | | | |
| Date and tin | ne of | Inspection: 10-2 | 25-2 | 012 @ 1300 | | | |
| Inspector(s) | and | Agency: | | | | | |
| (Please atta | ch ad | ditional sheets as nee | eded | and ensure all partic | cipating | inspecto | rs are listed.) |
| 1. Deputy Ji | nean | English | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |
| 4. | | | | | | | |
| 5. | | | | | | | |
| 6. | | | | | | | |
| 7. | | , | | | | | |
| 8. | | | | | | | |
| 9. | | | | | | | |
| Population o | n dat | e of inspection: | 99 | | | | |
| Date of Last | Insp | ection: | 10 | -11-2011 | | | |
| Average Dai | ly Poj | oulation for the Prece | ding | 12 Month Period: | 95 | 5 | · |
| Maximum Ra | ated (| Capacity: 184 | | | | | |
| Housing: | a. | Number of Beds: | | | 184 | | |
| | b. | Single Occupancy Ce | ells: | | 4 | | |
| | c. | Multiple Occupancy | Cells | | 44 | | |
| | d. | Number of Dormitor | ies: | | 16 | | |
| | | | | | | | |
| | | | | | | | |
| Date Facility | was | Constructed: 1 | 1991 | | | | |

Date Facility was Constructed:

Effective: 08/30/11

| Date of Last Renovati | ion: | N/A | | | | | |
|--|------------------|-------------------|----------------|----|--------------|--|-------------|
| Are there any plans for new construction? Yes No If yes, please provide details: (Attach additional sheets as needed) | | | | | | | \boxtimes |
| | | | | -) | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Is the facility under any court order? Yes No | | | | | | | |
| If yes, please provide | details: (Attach | h additional shee | ets as needed) | | | | |
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| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | Certified Staf | f | Male 14 | | Female 14 | | |
| Facility Staff: | Non-Certified | - | 14 | | 14 | | |
| | | | | | | | |

15

TOTALS

15

FLORIDA MODEL JAIL STANDARDS ANNUAL FACILITY INSPECTION REPORT

Part II - Standards' Assessment

Note: A "Yes" response indicates compliancy with the applicable standard. Noncompliance of any bold printed questions shall be considered serious violations.

GENERAL PROVISIONS

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ADMISSION, CLASSIFICATION, AND RELEASE

| | | YES | NO | N/A |
|-----|--|-------------|--------|-----|
| 8. | Does the facility comply with Title II of the Americans with Disabilities Act? Sec. 2.18 | \boxtimes | | |
| 9. | During the classification process, is each inmate given or provided access to a copy of the Rules and Regulations of the facility? Sec. 4.06 | \boxtimes | | |
| 10. | Are all established rules, regulations and legal procedures met and any questions clearly resolved as to inmate admissions? Sec. 4.01 | \boxtimes | | |
| 11. | Is each inmate searched by a certified staff member upon admission, subject to F.S.S. 901.211? Sec. 4.03 | \boxtimes | | |
| 12. | During the admission and booking process, are inmates examined for contraband and permitted to bathe? Sec. 4.02 | \boxtimes | | |
| 13. | Are body cavity searches only conducted by licensed medical personnel? Sec. 4.03 | \boxtimes | | |
| 14. | When a body cavity search is conducted, is a complete report written and given to the Officer-in-Charge? Sec. 4.03 | \boxtimes | | |
| 15. | Unless medically cleared, unconscious, seriously ill, or seriously injured persons are not admitted to the facility? Sec. 4.04 | \boxtimes | | |
| 16. | Are male staff present to admit male inmates and female staff present to admit female inmates? Sec. 4.05 | \boxtimes | | |
| 17. | Is a female correctional officer on duty at all times when female inmates are housed? Sec. 4.05 | \boxtimes | | |
| 17. | Are inmate admission records compiled and maintained on each inmate and contain: Sec. 407 | | | |
| а. | Full name and known alias | \boxtimes | | |
| b. | Age, date of birth, sex | \boxtimes | | |
| с. | Date admitted | \boxtimes | | |
| d. | Race | \boxtimes | | |
| e. | Height | \boxtimes | \Box | |
| f. | Weight | \boxtimes | | |
| g. | Specific reason for custody | \boxtimes | | |
| h. | Name of attorney, if known | \boxtimes | | |
| i. | Signature of person(s) delivering and receiving inmate | \boxtimes | | |
| j. | Written inventory of items taken from inmate | \bowtie | | |

Effective: 08/30/11

Page 4 of 28

| | | YES | NO | N/A |
|-----|---|-------------|----|-----|
| k. | Current or last known address | \boxtimes | | |
| ١. | Next of kin of inmate | \boxtimes | | |
| m. | Marital status | \boxtimes | | |
| n. | Religion | \boxtimes | | |
| 19. | Are all persons booked into the facility photographed and fingerprinted? Sec. 4.08 | \boxtimes | | |
| 20. | Is inmate personal property safeguarded and receipts signed by staff and inmate? Sec. 4.07 (j) | \boxtimes | | |
| 21. | During the admission process, are inmates given access to a telephone to call attorney, family members or others? Sec. 4.09 | \boxtimes | | |
| 22. | As soon as practical following the admission, are inmates classified? Sec. 4.10 | \boxtimes | | |
| 23. | Is classification criteria incorporated into the inmate rules and regulations as to housing, programs and privileges? Sec. 4.13 | \boxtimes | | |
| 24. | Are personal records maintained and kept confidential from other inmates and contain: Sec. 4.14 | | | |
| a. | Legal authority for commitment | \boxtimes | | |
| b. | All information contained in the booking record | \boxtimes | | |
| с. | Classification information and progress reports | \boxtimes | | |
| d. | Sustained disciplinary reports including investigation and disposition | \boxtimes | | |
| e. | All absences from the facility | \boxtimes | | |
| f. | Photographs, when taken | \boxtimes | | |
| g. | Record of any detainer or other civil or criminal process | \boxtimes | | |
| h. | Personal property records | \boxtimes | | |
| i. | Date and terms or conditions of release, the authority for release and signature of the releasing employee. | \boxtimes | | |
| 25. | Is the classification process a uniform process for all inmates? Sec. 4.15 | \boxtimes | | |
| 26. | Does the classification process follow an inmate throughout his/her incarceration? Sec. 4.15 | \boxtimes | | |
| 27. | Is there written procedures for legally releasing inmates and positive identification? Sec. 4.16 | \boxtimes | | |
| 28. | At the time of release, does the inmate sign for the return of | \boxtimes | | |
| | | | | |

Effective: 08/30/11

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Page 5 of 28

his/her property and is the receipt countersigned by an employee? Sec. 4.17

Comments: (Attach additional sheets as needed)

HOUSING

| | | YES | NO | N/A |
|-----|--|-------------|----|-----|
| 29. | Do housing areas conform to applicable standards in Section 12 of F.M.J.S. Sec. 5.01 | \boxtimes | | |
| 30 | Are dangerous felons housed separate from misdemeanants? Sec. 5.03(b) | \boxtimes | | |
| 31. | Does close supervision of special inmates include regular, documented physical sight checks by correctional officers or medical personnel at intervals not to exceed 15 minutes? Sec. 5.04 | | | |
| 32. | Until such time as the health authority determines in writing, inmates identified as suicidal are not housed in single cells unless they are directly observed 24 hours per day with documented 15 minute checks. Sec. 5.04 | \boxtimes | | |
| 33. | Is special housing for medical reasons provided to inmates upon orders of the health authority? Sec. 5.04 | \boxtimes | | |
| 34. | Are persons brought to the facility for detoxification reasons housed in an area designed for that use and are held only so long to meet statutory requirements? Sec. 5.05 | | | |
| 35 | Are inmates assigned housing based upon classification with special attention paid to a demonstrated history of, or exhibit aggressiveness towards other inmates? Sec. 5.06 | \boxtimes | | |
| 36. | Inmates are not subjected to discrimination except that males and females are housed separately? Sec. 5.07 | \boxtimes | | |
| 37. | Do all sinks provide cold and either hot or tempered running water? Sec. 5.08 (c) (5) | \boxtimes | | |
| 38. | Do all showers provide tempered running water, under pressure, that is thermostatically controlled to temperatures ranging from 100 degrees to 120 degrees Fahrenheit? Sec. 5.08 (c) (5) and 1.46. | \boxtimes | | |
| 39. | Are cells adequately ventilated and illuminated? Sec. 5.08 (b) (4) (5) (c) (1) (2) | \boxtimes | | |
| 40. | Are accommodations for reading and writing available for use during non-sleeping hours? Sec. 5.08 (c) (6) | \boxtimes | | |
| 41. | Is each inmate provided reasonable access to toothpaste, toothbrush, shaving equipment, a comb, soap and a clean towel upon admission and thereafter, if indigent? Sec. 5.08 (d) | \boxtimes | | |

| | | YES | NO | N/A |
|-----|---|-------------|----|-----|
| 42. | Are female inmates provided necessary hygiene items? Sec. 5.08 (e) | \boxtimes | | |
| 43. | Is hair grooming services made available for inmates? Sec. 5.08 (f) | \boxtimes | | |
| 44. | Are inmates required to bathe at least twice weekly? Sec. 5.08 (g) | \boxtimes | | |
| 45. | Are drinking cups provided unless bubblers or fountains are available? Sec. 5.08 (h) | \boxtimes | | |
| 46. | Are inmates in general population allowed to bathe daily? Sec. 5.08 (i) | \boxtimes | | |
| 47. | Are sink, toilet, water fountains, and floor drains kept in good repair? Sec. 5.08 (j) | \boxtimes | | |
| 48. | Are utility closets, pipe chases, and corridors kept clean and free of clutter? Sec. 5.08 (k) | \boxtimes | | |
| 49. | Is inmate property stored in an orderly manner? Sec. 5.08 (I) | \boxtimes | | |

Comments: (Attach additional sheets as needed)

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FOOD SERVICES

| | | YES | NO | N/A |
|-----|---|-------------|----|-------------|
| 50. | Do Food Service operations conform to acceptable standards of H.R.S. Rule 64E-11? Sec. 6.01 | \boxtimes | | |
| 51. | <i>Employees or inmates are not allowed to work in any food service area if known to have a communicable disease, open wound, sore or respiratory infection. Sec. 6.02</i> | \boxtimes | | |
| 52. | Are clean outer garments worn by food service workers and a high degree of personal hygiene maintained? Sec. 6.02 | \boxtimes | | |
| 53. | Is food prepared or supervised by an employee trained in culinary services and holding a Professional Food Manager certification as required by Chapter64E-11 F.A.C.? Sec. 6.03 | \boxtimes | | |
| 54. | Are inmates given three wholesome, nutritious meals per day? Sec. 6.04 | \boxtimes | | |
| 55. | Do no more than 14 hours pass between the evening meal and the morning meal? Sec. 6.04 | \boxtimes | | |
| 56. | Are modified diets prepared and served when ordered by a physician or designee? Sec. 6.05 (b) | \boxtimes | | |
| 57. | Are records of meals maintained for one (1) year? Sec. 6.05 (c) | \boxtimes | | |
| 58. | Food is not used as a disciplinary measure; however, an inmate may be placed upon a SPECIAL MANAGEMENT MEAL program approved by a physician or qualified medical staff member. Sec. 6.05 (e) | | | |
| 59. | Does the Officer-in-Charge or designee make weekly, documented inspections of the food service area and take corrective action, documenting the same? Are these reports maintained for one (1) year? Sec. 6.06 | | | |
| 60. | Are food supplies not in use maintained in a clean, well ventilated room, free from vermin? Sec. 6.07 | | | \boxtimes |
| 61. | <i>Is a separate storage area maintained for cleaning compounds, soaps, waxes, insecticides and is kept locked? Sec. 6.07</i> | \boxtimes | | |
| 62. | Is delivery of food supervised by an employee, using common sanitary measures? Sec. 6.08 | \boxtimes | | |
| 63. | If drinking cups are allowed in the cell, are inmates allowed to exchange or clean them once a day? Sec. 6.08 | \boxtimes | | |

| | | YES | , |
|-------------|--|-------------|------|
| 64. | Is food service equipment kept clean and in good repair? Sec. 6.09 | | |
| <i>65</i> . | <i>Is there a procedure to account for cutlery equipment?</i> Sec. 6.11 | \boxtimes | |

Comments: (Attach additional sheets as needed)

The Taylor County Jail does not utilize the management meal.

Food service for this facility is contracted with the Department of Corrections.

CLOTHING AND BEDDING

| | | YES | NO | N/A |
|-----|--|-------------|----|-----|
| 66. | Are inmates provided a fire retardant mattress and pillow that meets Florida Fire Marshal's Standards and is in good repair, a pillow case, sheets, and blanket as needed? Sec. 8.01 | \boxtimes | | |
| 67. | Are linens laundered at least once per week? Sec. 8.02 | \boxtimes | | |
| 68. | Do inmates have the opportunity to have clothing laundered at least twice per week? Sec. 8.05 | \boxtimes | | |
| 69. | Are uniforms and linens washed prior to re-issue? Sec. 8.02 and 8.05 | \boxtimes | | |
| 70. | If clothing is issued, do inmates held beyond first appearance receive an issue? Sec. 8.05 | \boxtimes | | |
| 71. | When an inmate has no funds and needs shoes, are they provided? Sec. 8.06 | \boxtimes | | |
| 72. | Are inmates, who are on work status, issued clothing and footwear appropriate to their job? Sec. 8.06 | \boxtimes | | |
| 73. | Are inmates deprived of clothing and bed linens only to protect them from inflicting injury to themselves or others? Sec. 8.07 | \boxtimes | | |
| 74. | If clothing and linens are taken from an inmate, is a record maintained identifying the reason and length of time for such deprivation? Sec. 8.08 | \boxtimes | | |
| | | | | |

Comments: (Attach additional sheets as needed)

PROGRAMS

| | | YES | NO | N/A |
|-----|---|-------------|----|-----|
| 75. | Does at least one employee in each facility act as a liaison between the facility and community groups that offer needed programs and services? Sec. 9.01 | \boxtimes | | |
| 76. | Are all representatives of outside agencies and volunteers familiar with facility rules and regulations and have agreed in writing to comply? Sec. 9.02 | \boxtimes | | |
| 77. | If correspondence is denied, is the inmate given a written reason for the denial? Sec. 9.03 (d) | \boxtimes | | |
| 78. | Is incoming privileged mail opened only in the presence of the inmate? Sec. 9.03 (e) | \boxtimes | | |
| 79. | Is outgoing privileged mail held no longer than 72 hours pending verification of being properly addressed and it is not opened? Sec. 9.03 (f) | \boxtimes | | |
| 80. | Is inmate mail, incoming and outgoing, handled without delay and received only through the facility? Sec. 9.03 (h) | \boxtimes | | |
| 81. | Are indigent inmates provided with stamps and writing materials? Sec. 9.03 (g) | \boxtimes | | |
| 82. | Are there no list of correspondents and no limit on incoming mail that may be received? Sec. 9.03 (i) | \boxtimes | | |
| 83. | Are rules and regulations pertaining to conduct at visitation and the hours of visitation posted for inmates and visitors? Sec. 9.04(a) | \boxtimes | | |
| 84. | Does each inmate in general population have the opportunity for visitation for at least two hours per week? Sec. 9.04 (a) | \boxtimes | | |
| 85. | Are all visitors required to register recording name, address, and relationship to the inmate? Sec. 9.04 (c) | \boxtimes | | |
| 86. | Non-sentenced inmates are not required to work more than is necessary to maintain cleanliness and order in their housing and living areas. Sec. 9.05(a) | \boxtimes | | |
| 87. | Inmates are not required to work more than 10 hours per day, but may do so if voluntary. Sec. 9.05 (b) | \boxtimes | | |
| 88. | Do working inmates have supervision in keeping with their custody status, while outside the secure facility? Sec. 9.05 (c) | \boxtimes | | |
| 89. | Are inmate workers checked by staff to ensure security and accountability? Sec. 9.05 (c) | \boxtimes | | |

| | | YES | NO | N/A |
|-----|---|-------------|----|-----|
| 90. | Do inmates working voluntarily for charitable or nonprofit organizations have prior written authorization from the Officer-in-Charge? Sec. 9.05 (f) (2) | \boxtimes | | |
| 91. | Prior to being assigned to a work program, is an inmate first medically cleared by the health authority in accordance with the Americans with Disabilities Act? Sec. 9.05 (g) | \boxtimes | | |
| 92. | Is outdoor exercise, weather permitting, allowed for a minimum of three (3) hours per week? Sec. 9.06 (a) | \boxtimes | | |
| 93. | Is space and staffing sufficient to allow for group or individual activities? Sec. 9.06 (b) | \bowtie | | |
| 94. | Does each inmate have reasonable access to a telephone at reasonable times? Sec. 9.08 | \boxtimes | | |
| 95. | At a minimum, do pro-se inmates, have reasonable access to legal material to assist them in filing any type of action cognizable in Florida courts? Sec. 9.09 | \boxtimes | | |
| 96. | Do all inmates, regardless of gender, have equal access to programs, privileges, exercise, visitation, and work release opportunities? Sec. 9.10 | \boxtimes | | |
| | | | | |

Comments: (Attach additional sheets as needed)

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PRIVILEGES

| | | YES | NO | N/A |
|------|---|-------------|----|-------------|
| 98. | If a commissary has been established, has an inmate welfare fund also been established? Sec. 10.01 (a) | \boxtimes | | |
| 99. | If inmates are allowed to have cash, has a limit been set in writing and all monies found on an inmate in excess of that amount confiscated and placed in the inmate welfare fund? Sec. 10.01 (a) | | | |
| 100. | Does the commissary shopping list clearly show prices and any special condition of sale? Sec. 10.01 (a) | | | |
| 101. | If valuable items are sold through the commissary, are they marked for identification and added to the inmate's property list? Sec. 10.01 (a) | | | \boxtimes |
| 102. | Commissary prices do not exceed the fair market value for comparable products sold in the community? Sec. 10.01 (b) | \square | | |
| 103. | Are profits from the commissary used for the overall inmate welfare? Sec. 10.01 (d) | \boxtimes | | |
| 104. | When funds from the welfare fund are expended, is it with the final approval of the Officer-in-Charge or designee? Sec. 10.01 (d) | \boxtimes | | |
| 105. | Is an annual audit of the commissary conducted by a disinterested party? Sec. 10.01 (e) | \boxtimes | | |
| 106. | Are commissary transactions and inventory records kept current? Sec. 10.01 (e) | \boxtimes | | |
| 107. | Is reading material available to inmates held beyond first appearance? Sec. 10.02 (b) | \boxtimes | | |

Comments: (Attach additional sheets as needed)

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| SECURITY AND CONTROL | SECL | JRITY | AND | CONTROL |
|----------------------|------|-------|-----|---------|
|----------------------|------|-------|-----|---------|

| | | YES | NO | N/A |
|-----------|--|-------------|----|-----|
| 108. | Are emergency plans written for the following: (Sec. 11.01 | | | |
| a. | Alarms systems and notification | \boxtimes | | |
| b. | Transmission of alarm to fire department, EMS, or other law enforcement agencies | \boxtimes | | |
| C. | Response to alarms | \boxtimes | | |
| d. | Isolation and control of fire or disturbance areas | \boxtimes | | |
| е. | Emergency response equipment, its use and maintenance | \boxtimes | | |
| f. | Release and evacuation activity | \boxtimes | | |
| g. | Prevention of escape during evacuation | \boxtimes | | |
| h. | Fire fighting and medical emergency plans | \boxtimes | | |
| i. | The chain-of-command to be followed during an emergency and specific staff duties | \boxtimes | | |
| <i>j.</i> | Inspection schedules of hazardous areas and review of fire plan | \boxtimes | | |
| k. | Documentation required following an emergency. | \boxtimes | | |
| 109. | Are fire drills and evacuation drills held quarterly and the records of such maintained? Sec. 11.02 | \boxtimes | | |
| 110. | Are security inspections held weekly and the results recorded and maintained by the Officer-in-Charge or designee? Sec. 11.03 | \boxtimes | | |
| 111. | Are all housing areas and other areas used by inmates checked daily and the results recorded and maintained? Sec. 11.03 | \boxtimes | | |
| 112. | Are deficiencies noted in the above, recorded and corrected, including time and date of correction? Are these records maintained? Sec. 11.03 | \boxtimes | | |
| 113. | <i>Is the facility in compliance with FAC 694-54 as to fire safety and prevention? Sec. 11.04</i> | \boxtimes | | |
| 114. | Is a key control system in place, including the following: Sec. 11.05 | | | |
| а. | Location of all locks and keys in the facility | \boxtimes | | |
| | | | | |

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| | | YES | NO | N/A |
|-------------|--|-------------|----|-----|
| b. | Complete inventory of all keys | \boxtimes | | |
| c. | Written report of security problems with locks and keys (e.g., broken, missing, etc.) | \boxtimes | | |
| d. | Absolute control of keys by staff, not inmates | \boxtimes | | |
| e. | Location of emergency keys away from facility | \boxtimes | | |
| f. | A system ensuring that missing keys are immediately identified. | \boxtimes | | |
| 115. | Is one full "lock down" count conducted daily? Sec. 11.06 | \boxtimes | | |
| 116. | Are all inmates visually checked every hour between 11:00 p.m. and 6:00 a.m. and the results recorded and maintained? Sec. 11.06 | \boxtimes | | |
| 117. | <i>Is there a tool control system to ensure that tools are kept from inmates? Sec. 11.07</i> | \boxtimes | | |
| 118. | If tools are brought into the facility, are they accounted for at all times? Sec. 11.07 | \boxtimes | | |
| 119. | Does the facility have an identification system to ensure that staff, visitors, and inmates are positively identified to prevent bypassing of security measures? Sec. 11.08 | \boxtimes | | |
| 120. | Are firearms and ammunition allowed in the secure facility under only emergency conditions and then the Officer-in-Charge or designee must authorize it? Sec. 11.09 | | | |
| 121. | If staff uses oleoresin capsicum, are they trained in its use? Sec. 11.09 | \boxtimes | | |
| <i>122.</i> | If staff uses electronic weapons, are they trained in its use? Sec. 11.09 | \boxtimes | | |
| 123. | Are weapon depositories maintained at the secure entrance of the facility? Sec. 11.09 | \boxtimes | | |
| 124. | Are hazardous or incendiary chemicals kept in a secure area and used only under the supervision of an employee? Sec. 11.10 | \boxtimes | | |
| 125. | Restraints are not used as punishment. Sec. 11.11 | \boxtimes | | |
| 126. | When moving "high risk" inmates in or out of a housing area, are two certified staff members present? Sec. 11.12 | \boxtimes | | |
| 127. | Does each floor of a detention housing facility have a correctional officer present? Sec. 11.12 | \boxtimes | | |
| | | | | |

| | | YES | NO | N/A |
|-------------|--|-------------|----|-----|
| 128. | Does each housing area and floor of a detention facility have a secondary means of egress or fire exit? Sec. 11.13 | \boxtimes | | |
| <i>129.</i> | Are correctional officers posted to allow them to respond promptly to calls for help? Sec. 11.14 | \square | | |
| 130. | Inmates are never allowed to supervise or in any way exercise control over other inmates. Sec. 11.15 | \boxtimes | | |
| 131. | <i>Is sufficient staff maintained so that at all times the inmates are within hearing distance of officers? Sec. 11.16</i> | \boxtimes | | |
| | Comments: (Attach additional sheets as needed) | | | |
| | | | | |

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SANITATION

| | | YES | NO | N/A |
|------|--|-------------|----|-----|
| 132. | Are water supplies adequate and in good repair? Sec. 12.01 | \boxtimes | | |
| 133. | Does food service comply with Chapter 64E-11, Florida Administrative Code? Sec. 12.02 | \boxtimes | | |
| 134. | Is sewage and liquid waste disposed of into an approved public sewerage system? If not, does the disposal system meet the requirements of Chapter 10D-6, Florida Administrative Code? Sec. 12.03 (a) | \boxtimes | | |
| 135. | Do all plumbing fixtures comply with Chapter 10D-9, Florida Administrative Code? Sec. 12.03 (b) | \boxtimes | | |
| 136. | Is drinking water accessible to all inmates? Sec. 12.03 (c) | \boxtimes | | |
| 137. | Are water fountains constructed and maintained accordingly? Sec. 12.03 (d) | \boxtimes | | |
| 138. | Are single service cups provided? Sec. 12.03 (c) | \boxtimes | | |
| 139. | Are plumbing fixtures (i.e., toilets, sinks, etc.) constructed and maintained accordingly? Sec. 12.03 (d) | \boxtimes | | |
| 140. | Are all mop sinks and curbed areas appropriately positioned? Sec. 12.03 (e) | \boxtimes | | |
| 141. | Are showers available to inmates at least twice weekly? Sec. 12.03 (f) | \boxtimes | | |
| 142. | Do showers have running tempered water (temperature not to exceed 120 degrees or less than 100 degrees Fahrenheit) under pressure? Sec. 12.03 (f) | \boxtimes | | |
| 143. | Does secure housing areas have at least one sink and one toilet in each cell? Sec. 12.03 (g) | \boxtimes | | |
| 144. | Do dormitories and multiple occupancy cells have at least one toilet and one sink for each eight (8) inmates or fraction thereof? (Note: Urinals may be substituted for ½ of the toilets in the male housing areas.) Sec. 12.03 (g) | \boxtimes | | |
| 145. | Is there at least one showerhead with tempered water for each 16 inmates or fraction thereof? Sec. 12.03 (g) | \boxtimes | | |
| 146. | Are all floor drains properly constructed and maintained? Sec. 12.03 (h) | \boxtimes | | |
| 147. | Are plumbing fixtures clean, sanitary, and properly maintained? Sec. 12.03 (i) | \boxtimes | | |

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| | | YES | NO | N/A |
|------|---|-------------|----|-----|
| 148. | Is there a preventative maintenance program established? Sec. 12.04 | \boxtimes | | |
| 149. | Is all inmate residential garbage, trash, and rubbish collected daily? Sec. 12.05 | \boxtimes | | |
| 150. | Is storage facility garbage removed at least twice per week? Sec. 12.05 | \boxtimes | | |
| 151. | Is wet garbage collected and stored in impervious, leak proof, fly tight containers? Sec. 12.05 | \boxtimes | | |
| 152. | Are all containers, storage areas, and surrounding premises clean and free of vermin? Sec. 12.05 | \boxtimes | | |
| 153. | If there is on-site disposal, does it comply with Chapter 17-7, Florida Administrative Code? Sec. 12.05 | \boxtimes | | |
| 154. | Are all floors, walls, ceilings, windows, door, and all appurtenances of the structure properly constructed, maintained, and clean? Sec. 12.06 (a) | \boxtimes | | |
| 155. | Are all walls, ceilings, and area partitions light colored? Sec. 12.06 (a) | \boxtimes | | |
| 156. | Is applicable lighting at least 20 foot candles and clean? Sec. 12.06 (b) | \boxtimes | | |
| 157. | Does bed spacing meet the following requirements? Sec. 12.06 (c) | | | |
| a | 12" from the floor (clear space) | \boxtimes | | |
| b | 36" clear ceiling height (above mattress) | \boxtimes | | |
| C | 27" between double bunks | \boxtimes | | |
| d | 36" laterally and end-to-end | \boxtimes | | |
| e | 6' between inmates' heads if a solid barrier is not used | \boxtimes | | |
| 158. | Are all facilities free of offensive odors and have adequate ventilation? Sec. 12.06 (d) | \boxtimes | | |
| 159. | If utilizing natural ventilation, does the opened window area equal one-tenth of the floor space in the inmate residential area? Sec. 12.06 (d) (1) | \boxtimes | | |
| 160. | If mechanical ventilation or cooling systems are used: Sec. 12.06 (d) (2) | | | |
| a. | Are they clean? | \boxtimes | | |
| b. | Properly maintained? | \boxtimes | | |
| c. | Are dust filters removable? | \boxtimes | | |
| | | | | |

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| | | YES | NO | N/A |
|------|---|-------------|----|-----|
| d. | Provide 10 cubic feet of fresh/ purified air per minute for each inmate? Sec. 12.06 (d) (2) | \boxtimes | | |
| 161. | Are all toilet rooms provided with direct openings to the outside or provided with mechanical ventilation to the outside? Sec. 12.06 (d) (3) | \boxtimes | | |
| 162. | Does the facility have adequate heating (at least 60 degrees Fahrenheit at a point twenty (20) inches above the floor in inmate sleeping areas)? Sec. 12.06 (d) (4) | \boxtimes | | |
| 163. | Where laundry facilities are provided, are they: Sec. 12.06 (4) | | | |
| а. | Adequate to insure ample quantities of clean clothing, bed linens, and towels? | \boxtimes | | |
| b. | Soundly constructed and maintained? | \boxtimes | | |
| с. | Clean? | \boxtimes | | |
| d. | Provide adequate lighting and ventilation? | \boxtimes | | |
| e. | Offer exterior ventilation for dryers and dry cleaning machines? Sec. 12.06(4) | \boxtimes | | |
| 164. | Are beds and bedding kept in good repair, clean, and sanitized regularly? Sec. 12.07 | \boxtimes | | |
| 165. | Are sheets and personal clothing washed weekly and properly stored? Sec. 12.07 | \boxtimes | | |
| 166. | Are blankets cleaned quarterly and stored properly? Sec. 12.08 | \boxtimes | | |
| 167. | Are inmates that are held longer than 24 hours provided clothing and personal comfort items? Sec. 12.08 | \bowtie | | |
| 168. | Are residential areas clean and containing no perishable foods? Sec. 12.09 | \bowtie | | |
| 169. | Are bath room facilities cleaned daily? Sec. 12.09 | \boxtimes | | |
| 170. | Are cleaning supplies/facilities clean, well vented, and appropriately stored? Sec. 12.09 | \boxtimes | | |
| 171. | Is the facility free of vermin? Sec. 12.10 | \boxtimes | | |
| 172. | Are all openings sealed or screened? Sec. 12.10 | \boxtimes | | |
| 173. | Are pesticides appropriately applied and stored? Sec. 12.10 | \boxtimes | | |
| 174. | Are outdoor exercise facilities clean and well drained? Sec. 12.11 | \boxtimes | | |

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| | | YES | NO | N/A |
|------|---|-------------|----|-----|
| 175. | If bath room facilities are provided, are they clean and properly maintained? Sec. 12.11 | \boxtimes | | |
| 176. | Are industrial facilities clean and well lit (30 ft. candles)? Sec. 12.12 | \boxtimes | | |
| 177. | If noise levels exceed an average of 90 dba in 8 hours in industrial facilities, is appropriate ear protection provided? Sec. 12.12 | \boxtimes | | |
| 178. | Are formal sanitation inspections conducted by the Officer-in- Charge or designee at least once each week? Sec. 12.13 | \boxtimes | | |
| | Comments: (Attach additional sheets as needed) | | | |

ORDER AND DISCIPLINE

| | | YES | NO | N/A |
|------|--|-------------|----|-----|
| 179. | Are rules and regulations governing the conduct of inmates and visitors posted and available to each inmate and all visitors? Sec. 13.01 | \boxtimes | | |
| 180. | Does the facility have written procedures for steps to be taken for breaches of discipline by inmates or visitors? Sec. 13.02 | \boxtimes | | |
| 181. | Are translations for disabled and/or non-English- speaking inmates provided? Sec. 13.02 | \boxtimes | | |
| 182. | Does the Officer-in-Charge establish a disciplinary committee or a hearing officer for disciplinary infractions? Sec. 13.04 | \boxtimes | | |
| 183. | Are staff members who are witnesses to a rule infraction prohibited from sitting on the disciplinary committee? Sec. 13.04 | \boxtimes | | |
| 184. | When a disciplinary infraction occurs, is a written report completed and forwarded to the Officer-in-Charge or designee? Sec. 13.05 | \boxtimes | | |
| 185. | Does the report contain at a minimum: Sec. 13.05 | | | |
| а. | Date of infraction | \boxtimes | | |
| b. | Place and time of infraction | \boxtimes | | |
| с. | Date of report | \boxtimes | | |
| d. | Specific rules violated | \boxtimes | | |
| e. | Details of the incident | \boxtimes | | |
| f. | Actions taken by employee | \boxtimes | | |
| g. | Names of witnesses (as security allows) | \boxtimes | | |
| 186. | Does the Officer-in-Charge or designee cause an investigation of the alleged infraction(s) and forward the report to the disciplinary hearing officer or committee? Sec. 13.06 | \boxtimes | | |
| 187. | Are inmates, accused of violating rules, notified in writing of the charges brought against them and given at least 24 hours advanced notification of impending disciplinary action? Sec. 13.07 | \boxtimes | | |
| 188. | Are disciplinary hearings held within seven working days (excluding holidays) after the incident? Sec. 13.08 | \boxtimes | | |

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| | | YES | NO | N/A |
|------|---|-------------|----|-----|
| 189. | If a continuance is permitted, is documentation provided justifying the extension and is the hearing held within the maximum time of ten (10) days? Sec. 13.08 (a) (b) | \boxtimes | | |
| 190. | Does the committee or hearing officer determine that the inmate understands the charges and the possible actions that can result? Sec. 13.08 | \boxtimes | | |
| 191. | Does the committee chairperson, or majority, or hearing officer have authority to call for witnesses, evidence, and/or documents? Sec. 13.09 | | | |
| 192. | Are reasons for not calling witnesses or restricting information documented by the committee or hearing officer? Sec. 13.09 (b) | \boxtimes | | |
| 193. | When an inmate is unable to defend himself due to language or literacy problems, does the committee or hearing officer offer staff assistance to the inmate? Sec. 13.09 (c) | | | |
| 194. | Are charged inmates allowed to be present at the hearing unless, a written waiver is obtained, the inmate refuses or security is threatened? Sec. 13.10 (a) | \boxtimes | | |
| 195. | If an inmate is not present, does the committee or hearing officer record the reason? Sec. 13.10 (a) | \boxtimes | | |
| 196. | Does the inmate receive a written decision from the committee or hearing officer? Sec. 13.10 (b) | \boxtimes | | |
| 197. | Does the inmate have the right to appeal the decision to the Officer-in-Charge or designee? Sec. 13.10 (d) | \boxtimes | | |
| 198. | Are all steps in the process maintained as a written record? Sec. 13.10 (e) | \boxtimes | | |
| 199. | Are "Not Guilty" decisions noted on the report? Sec. 13.10 (e) | \boxtimes | | |
| 200. | Are decisions of guilt based solely on witnesses, evidence and documentation? Is a statement to this effect made part of the official record? Sec. 13.10 (f) | \boxtimes | | |
| 201. | The Officer-in-Charge or designee cannot increase an inmate's punishment. Sec. 13.11 | \boxtimes | | |
| 202. | Is corporal punishment prohibited? Sec. 13.12 | \boxtimes | | |
| 203. | Does the facility adhere to procedures for placing inmates in administrative confinement, including documentation? Sec. 13.13 | \boxtimes | | |

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| | | YES | NO | N/A |
|------|---|-------------|----|-----|
| 204. | When an inmate is released from confinement, administrative or disciplinary, is the date and time recorded and maintained? Sec. 13.13 (a) | \boxtimes | | |
| 205. | Do inmates in administrative confinement receive privileges comparable to general population inmates? Sec. 13.13 (b) | \boxtimes | | |
| 206. | Does the Officer-in-Charge or designee see and talk with inmates in administrative or disciplinary confinement twice daily? Sec. 13.14 | \boxtimes | | |
| 207. | Is the attitude and general condition of the inmate in confinement documented? Sec. 13.14 | \boxtimes | | |

Comments: (Attach additional sheets as needed)

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CONTRABAND

| | | YES | NO | N/A |
|------|---|-------------|----|-----|
| 208. | Has the Officer-in-Charge or designee established a list of acceptable items, anything else being considered contraband? Sec. 14.01 | \boxtimes | | |
| 209. | Unless needed for a hearing or trial, are confiscated monies placed in the inmate welfare fund or into the inmate's canteen account? Sec. 14.02 | | | |
| | Comments: (Attach additional sheets as needed) | | | |
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DIRECT SUVERVISION JAILS

| | | | YES | NO | N/A |
|----|----|---|-----|----|-------------|
| 21 | 0. | Inmates are not housed in direct supervision units unless approved by classification. Sec. 15.01 | | | \boxtimes |
| 21 | 1. | Does staff receive appropriate training prior to being assigned to the direct supervision unit? Sec. 15.02 | | | \boxtimes |
| 21 | 2. | Do certified correctional officers in the facility perform the following duties: Sec. 15.03 | | | |
| | a. | Provide direct supervision of inmates in the housing unit | | | \boxtimes |
| | b. | Provide emergency backup to the supervising officer as a priority of the employee's assigned duties | | | \boxtimes |
| 21 | 3. | Have facility rules and regulations been developed specifically for direct supervision? Sec. 15.04 | | | \boxtimes |
| 21 | 4. | Do staff members have access to the rules and regulations? Sec. 15.04 | | | \boxtimes |
| 21 | 5. | Are officers assigned to direct supervision units equipped with a secondary means of communications? Sec. 15.05 | | | \boxtimes |
| | | | | | |

Comments: (Attach additional sheets as needed)

ADMISSION, CLASSIFICATION AND RELEASE OF JUVENILES

| | | ·····, ····· | YES | NO | N/A |
|-----|----|---|-------------|----|-----|
| 210 | 6. | Are juveniles not transferred to the adult system by direct file, waiver or grand jury indictment or who have not been found to have committed a criminal offense as an adult held in temporary custody if release is not possible? Sec. 17.02 | \boxtimes | | |
| 217 | 7. | Juveniles held in temporary custody are held in an area of the facility for fingerprinting and photographing and transportation to an appropriate juvenile facility. The time held does not exceed six hours. Sec. 17.02 | \boxtimes | | |
| 218 | 8. | Are juveniles, held in temporary custody, kept out of sight and sound of adult inmates? Sec. 17.02 | \boxtimes | | |
| 219 | Э. | Are juveniles held only if the facility has adequate staff to monitor them at all times? Sec. 17.02 | \boxtimes | | |
| 220 |). | Prior to admitting the juvenile, are all appropriate and legal documents presented? Sec. 17.03 | \boxtimes | | |
| 221 | 1. | Does this documentation remain part of the juvenile's permanent file? Sec. 17.03 | \boxtimes | | |
| 222 | 2. | Unless wanted in another jurisdiction as an adult, juveniles are not housed in an adult jail unless: Sec. 17.03 | | | |
| | a. | The juvenile has been indicted | \boxtimes | | |
| | b. | The juvenile waived | \boxtimes | | |
| | с. | The juveniles was direct filed | \boxtimes | | |
| | d. | Adult sanctions were imposed by the court | \boxtimes | | |
| 223 | 3. | Can juveniles taken to a facility for criminal traffic violations demand to be taken before a magistrate, and if the demand is not made, the facility immediately notifies the parents, responsible adult, or guardian of the juvenile? Sec. 17.04 | \boxtimes | | |
| 224 | 1. | If a juvenile is charged with a traffic offense involving death or injury, under no circumstances is the juvenile placed with adults? Sec. 17.05 | \boxtimes | | |
| | | Comments: (Attach additional sheets as needed) | | | |
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HOUSING OF JUVENILES

| | YES | NO | N/A |
|---|---|--|--|
| A juvenile transferred for prosecution as an adult is not housed with adults, nor is a juvenile who is wanted for prosecution as an adult in another jurisdiction? Sec. 18.01 (a) | | | \boxtimes |
| Does the facility have a housing area designated for juveniles and have sufficient staff to supervise and monitor the juveniles at all times? Sec. 18.01 (b) | | | \boxtimes |
| When a juvenile is housed as an adult, is all of the below criteria met: Sec. 18.02 | | | |
| The courts have certified the juvenile for prosecution as an adult. | | | \boxtimes |
| The juvenile has been tried as an adult. | | | \boxtimes |
| The juvenile was found guilty as an adult. | | | \boxtimes |
| The juvenile was sentenced as an adult. | | | \boxtimes |
| Is a juvenile being housed with adult sanctions being housed only with inmates with the same classification? Sec. 18.03 | | | \boxtimes |
| | housed with adults, nor is a juvenile who is wanted for prosecution as an adult in another jurisdiction? Sec. 18.01 (a) Does the facility have a housing area designated for juveniles and have sufficient staff to supervise and monitor the juveniles at all times? Sec. 18.01 (b) When a juvenile is housed as an adult, is all of the below criteria met: Sec. 18.02 The courts have certified the juvenile for prosecution as an adult. The juvenile has been tried as an adult. The juvenile was found guilty as an adult. The juvenile was sentenced as an adult. Is a juvenile being housed with adult sanctions being housed | A juvenile transferred for prosecution as an adult is not housed with adults, nor is a juvenile who is wanted for prosecution as an adult in another jurisdiction? Sec. 18.01 (a) Does the facility have a housing area designated for juveniles and have sufficient staff to supervise and monitor the juveniles at all times? Sec. 18.01 (b) When a juvenile is housed as an adult, is all of the below criteria met: Sec. 18.02 The courts have certified the juvenile for prosecution as an adult. The juvenile has been tried as an adult. The juvenile was found guilty as an adult. The juvenile was sentenced as an adult. Is a juvenile being housed with adult sanctions being housed | A juvenile transferred for prosecution as an adult is not housed with adults, nor is a juvenile who is wanted for prosecution as an adult in another jurisdiction? Sec. 18.01 (a) Does the facility have a housing area designated for juveniles and have sufficient staff to supervise and monitor the juveniles at all times? Sec. 18.01 (b) When a juvenile is housed as an adult, is all of the below criteria met: Sec. 18.02 The courts have certified the juvenile for prosecution as an adult. The juvenile has been tried as an adult. The juvenile was found guilty as an adult. The juvenile was sentenced as an adult. Is a juvenile being housed with adult sanctions being housed |

Comments: (Attach additional sheets as needed)

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Page 28 of 28

TAYLOR COUNTY BOARD OF COMMISSIONERS County Commission Agenda Item

SUBJECT/TITLE:



APPROVAL OF REMOVAL OF COUNTY ASSETS FROM COUNTY INVENTORY 14

MEETING DATE REQUESTED: 11/20/2012

Statement of Issue: BOARD TO APPROVE DISPOSITIONS OF COUNTY INVENTORY ASSETS

Recommended Action: APPROVE DISPOSITIONS OF ASSETS

Fiscal Impact: SEE ATTACHED

Budgeted Expense: Y/N N/A

Submitted By: TYSON HILL, DTIS DIRECTOR

Contact: TYSON HILL, DTIS DIRECTOR

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

- **Options:** APPROVE / NOT APPROVE
- Attachments: DISPOSITION LIST

REMOVAL OF COUNTY INVENTORY ASSETS NOVEMEBER 20, 2012

| | | <u> </u> | | |
|-------|------|----------|-------------------------------------|---------|
| DEPT# | COC | BOCC | DESPCIPTION | ACTION |
| 0301 | 2374 | CC1027 | MOBLIE RADIO # 51U030303 | SURPLUS |
| 0301 | 2380 | CC1029 | MOBLIE RADIO # 51U030494 | SURPLUS |
| 0301 | 3748 | | MOBLIE RADIO # 51U200037 | SURPLUS |
| 0301 | 3749 | | MOBLIE RADIO # 44U190093 | SURPLUS |
| 0301 | 3772 | CC1098 | 18 CHANNEL MOBLIE RADIO # 51U200003 | SURPLUS |
| 0301 | 3773 | CC1099 | 18 CHANNEL MOBLIE RADIO # 51U030303 | SURPLUS |
| 0301 | 4692 | CC3589 | MOBLIE RADIO # TK762HK | SURPLUS |
| 0301 | 4693 | CC3590 | MOBLIE RADIO # 00700370 | SURPLUS |
| 0301 | 4694 | | MOBLIE RADIO # C0700366 | SURPLUS |
| 0301 | 5690 | CC1395 | MOBLIE RADIO # 2G700778 | SURPLUS |
| 0226 | 5994 | Cc1320 | MOBLIE RADIO # t16tdl0839 | SURPLUS |

| TO: BOARD OF COUNTY COMMISSIONERS FROM: Department Name Dept D301 Number Number | FROM: <u>PUBLIC WIS</u> | DEPT 030 | 0 11 11 |
|--|-------------------------|----------|---------|
|--|-------------------------|----------|---------|

To Whom It May Concern:

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

IDENTIFICATION DATA

| Name of Item | Room # | Make | | | |
|---|--------------------------------|--|--|--|--|
| Mobile Radio | | | | | |
| Model | Year | Serial Number | | | |
| | 1935 | 514030303 | | | |
| Other Description: | | | | | |
| | | | | | |
| Purchased with Grant: Yes/No? | Yes M No If 'Yes' please expla | ain reason to allow disposition below. | | | |
| | | | | | |
| DISPOSITION DATA | | | | | |
| Type of Disposition: | | | | | |
| ** Property that is missing or unable to locate shall be presented to the County Commission by the Property | | | | | |
| Custodian immediately. Explanation for Disposal: (required) OBSOLIETE | | | | | |
| Location: (required) Coad dept Twee | | | | | |
| APPROVED DENIED By the Taylor County Board of Commission | | | | | |
| | | Date | | | |
| | | | | | |
| Rada the Lind | С | hairman Signature | | | |
| Department-Head | | ounty Administrator Approval | | | |
| | | Lyson M. Hill | | | |

Date Removed From Asset Records

Exed Assets Manager

| D | ISPOSITION OF ASSET REPORT | |
|---|----------------------------|-----------------------|
| | TAYLOR COUNTY, FLORIDA | 2380 |
| TO: BOARD OF OUNTY COMMISSION | ERS Clerk Asset Number: | Board Asset Number: |
| FROM: <u>FK011C</u> W/(5 Department Name | DEPT (250) Number | DATE: <u>10-00-10</u> |
| · | | |

To Whom It May Concern:

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

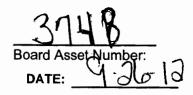
IDENTIFICATION DATA

| Name of Item | Room # | Make | | |
|--|-----------------------------|--|--|--|
| 111001 Ve Rucho | | | | |
| Model | Year | Serial Number | | |
| · · · · · · · · · · · · · · · · · · · | | 514030494 | | |
| Other Description: | | | | |
| · · · · | | | | |
| | | | | |
| Purchased with Grant: Yes/No? | Yes No If Yes' please expla | ain reason to allow disposition below. | | |
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| DISPOSITION DATA | | | | |
| Type of Disposition: Dyplus | | | | |
| ** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately. Explanation for Disposal: (required) | | | | |
| Location: (required) | | | | |
| APPROVED DENIED By the Taylor County Board of Commission | | | | |
| Date | | | | |
| | | | | |
| andy Me Link | | | | |
| Department Head | (9 | ounty Administrator Approval | | |
| L | | Tubion " Hill | | |
| Date Removed From Asset Records | s | Fired Assets Manager | | |

DISPOSITION OF ASSET REPORT TAYLOR COUNTY, FLORIDA

| TO: BOA | ARD OF C | ρυντγ | CQN | MISSIONERS | |
|-----------------|----------|-------|-----|---------------|--|
| FROM: | Pub | IC | WK | $\frac{1}{2}$ | |
| Department Name | | | | | |

DEPT $\frac{\overrightarrow{O30}}{\overrightarrow{O30}}$



To Whom It May Concern:

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

IDENTIFICATION DATA

| Name of Item | Room # | Make | | | |
|--|---|---|--|--|--|
| Mahile Radio | | | | | |
| moune page | | | | | |
| Model | Year | Serial Number | | | |
| | | 51112mn 27 | | | |
| | | LJINGWUJI | | | |
| Other Description: | | | | | |
| 1992 - S. | | | | | |
| | / | | | | |
| Durah and with Oracta March 101-0 | | | | | |
| Purchased with Grant: Yes/No? | Yes VNo If Yes' please exp | lain reason to allow disposition below. | | | |
| · · · · · · · · · · · · · · · · · · · | | | | | |
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| DISPOSITION DATA | | | | | |
| $\leq a \alpha \beta \mu A$ | | | | | |
| Type of Disposition: | | | | | |
| ** Property that is missing or unable | e to locate shall be presented to the C | ounty Commission by the Property | | | |
| Custodian immediately. | phalle | | | | |
| Explanation for Disposal: (required) | | | | | |
| Location: (required) foad deft Truck | | | | | |
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| APPROVED DENIED By the Taylor County Board of Commission | | | | | |
| | | Date | | | |
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| | - | | | | |
| $\Delta $ | | Chairman Signature | | | |
| andy me Line | | Luck Bon (| | | |
| Department Head | | Auto Administrator Approx | | | |
| | | County Administrator Approval | | | |
| | | 11000 12/1 | | | |
| | | Aller | | | |

Fixed Assets Manager

DISPOSITION OF ASSET REPORT TAYLOR COUNTY, FLORIDA

| TO: BO | ARE OF COUNTY COMMISSIONERS |
|--------|------------------------------|
| FROM: | ABB OF, COUNTY COMMISSIONERS |
| | Department Name |

Clerk Asset Number: DEPT $\underbrace{1030}_{Number}$



To Whom It May Concern:

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

IDENTIFICATION DATA

| Name of Item Mobile Hadio | Room # | Make | | | |
|---|------------------------------|--|--|--|--|
| Model | Year | Serial Number | | | |
| | | 444190093 | | | |
| Other Description: | | | | | |
| | | | | | |
| Purchased with Grant: Yes/No? | Yes No If 'Yes' please expla | in reason to allow disposition below. | | | |
| | | | | | |
| DISPOSITION DATA | | | | | |
| Type of Disposition: | | | | | |
| ** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately. Explanation for Disposal: (required) | | | | | |
| Location: (required) Raad dept tuek | | | | | |
| APPROVED DENIED By the Taylor County Board of Commission | | | | | |
| andy Mr Luch Department Head | | hairman Signature Jacob R Bow ounty Administrator Approval | | | |
| | | Jupon M. Hill | | | |

Fixed Assets Manager

To Whom It May Concern: The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

| IPChame of Item MODID: Madio | Room # | Make |
|--|--|--|
| Model | Year | Serial Number |
| | 1994 | 514200003 |
| Other Description: | | |
| | | |
| Purchased with Grant: Yes/No? | Yes No If 'Yes' please expla | ain reason to allow disposition below. |
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| | DISPOSITION DATA | |
| | us | |
| ** Property that is missing or unable Custodian immediately. Explanation for Disposal: (required | e to locate shall be presented to the Co | unty Commission by the Property |
| Location: (required) | 1 + 1 | |
| | the Taylor County Board of Commiss | ion [,] Date |
| | | |
| | C | hairman Signature |
| andy the Lerd | _ | Janue R Borer |
| Department-Head | 9 | ounty Administrator Approval |
| | | Jypon M. Hill |

Fixed Assets Manager

| TO: BOARD OF COUNTY COMMISS FROM: | DISPOSITION OF ASSET REPORT TAYLOR COUNTY, FLORIDA Clerk Asset Number DEPT 0301 Number | 3773 Board Asset Number: DATE: |
|--|--|--------------------------------------|
| To Whom It May Concern: The following changes have occurred Property Record. | in the property in my custody. This informat | ion should be entered on your |

IDENTIFICATION DATA

| 18 C. Modolige ! | Room # | Make |
|--|------------------------------------|--|
| Mobile Hadio | | |
| Model | Year | Serial Number |
| | 1999 | 514200004 |
| Other Description: | | |
| | | |
| Purchased with Grant: Yes/No? | Yes No If 'Yes' please expla | ain reason to allow disposition below. |
| · · · · · · · · · · · · · · · · · · · | | |
| | DISPOSITION DATA | |
| Type of Disposition: | lus | |
| ** Property that is missing or unable to locate shall be presented to the County Commission by the Property Custodian immediately. | | |
| Explanation for Disposal: (required | OBSOLETE | |
| Location: (required) | dept truck | |
| | the Taylor County Board of Commiss | ionDate |
| | | |
| andy me Lind | | hairman Signature |
| Department Head | ¢ | ounty Administrator Approval |
| | | y goon MI. Hill |

Date Removed From Asset Records

Fixed Assets Manager

| | ISPOSITION OF ASSET REPORT TAYLOR COUNTY, FLORIDA | |
|---------------------------------|--|-----------------------------|
| TO: BOARD OF COUNTY COMMISSIONI | CC.35/9 | HIGG Board Asset Number: |
| FROM: YUM Department Name | DEPT <u>0301</u> Number | DATE: <u> D-33-</u> 13 |
| To Whom It May Concorn: | | |

To Whom It May Concern: The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

| Name of Item | Room # | Make |
|--|---|--|
| | | |
| 1100 Ve radio | | Kenu2000 |
| Model | Year | Serial Number |
| | | TK7102HK |
| Other Description: | | |
| | | |
| | | |
| Purchased with Grant: Yes/No? | Yes Ko If 'Yes' please | explain reason to allow disposition below. |
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| | DISPOSITION DATA | ······································ |
| Type of Disposition: | lus | |
| ** Property that is missing or unable Custodian immediately. Explanation for Disposal: (required | $n \mid n \mid$ | e County Commission by the Property |
| Location: (required) | | |
| | the Taylor County Board of Com | mission |
| | | Date |
| | | |
| | | |
| A h D | | Chairman Signature |
| unay or courd factor Sant | | |
| Department Head | ·· | County Administrator Approval |
| | | Jugar M. Hill |
| Date Removed From Asset Record | s | Fixed Assets Manager |
| | | |

| TO: BOARD OF COUNTY COMMISSION FROM: | NERS DISPOSITION OF ASSET REPOR TAYLOR COUNTY, FLORIDA Clerk Asset Num DEPT Number | 10 4693 |
|---|---|--|
| To Whom It May Concern: The following changes have occurred in t Property Record. | he property in my custody. This inform | mation should be entered on your |
| Name of Item | Room # | Make |
| Mobile Radio | | Konword |
| Model | Year | Serial Number |
| | | 00700310 |
| Other Description: | | • |
| | / | |
| Purchased with Grant: Yes/No? | Yes No If 'Yes' please expla | ain reason to allow disposition below. |
| | DISPOSITION DATA | |
| Type of Disposition: | R R | |
| | to locate shall be presented to the Co | ounty Commission by the Property |
| Location: (required) | | |
| APPROVED DENIED By | the Taylor County Board of Commiss | ionDate |
| andy me Lord | | hairman Signature |
| Department Head | | ounty Administrator Approval |

Fixed Assets Manager

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DISPOSITION OF ASSET REPORT TAYLOR COUNTY, FLORIDA

| TO: BO | ARDOFICO | ουντή | COMMISSIONERS |
|--------|-----------|-------|---------------|
| FROM: | HUB. | lic_ | COMMISSIONERS |
| | Denartmen | | |

Clerk Asset Number: DEPT 1030 Number

Ho 94 Board Asset Number: 6 DATE: 10-20-

To Whom It May Concern:

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

IDENTIFICATION DATA

| Name of Item | Room # | Make |
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| Mohile Kacho | | Kenword |
| Model | Year | Serial Number |
| TK-712H | | C0700366 |
| Other Description: | | |
| | | |
| Purchased with Grant: Yes/No? | Yes No If 'Yes' please exp | lain reason to allow disposition below. |
| | | |
| | DISPOSITION DATA | |
| | | |
| Type of Disposition: | 2 | |
| ** Property that is missing or unable Custodian immediately. Explanation for Disposal: (required | e to locate shall be presented to the C DDDDLLL | county Commission by the Property |
| Location: (required) | | |
| | the Taylor County Board of Commis | sion |
| | | Date |
| | | |
| andy me Land | | Chairman Signature |
| Department Head | | County Administrator Approval |
| | | 1 ypon M. Hill |
| Date Removed From Asset Record | S | Fixed Assets Manager |

| | | OF ASSET REPORT OUNTY, FLORIDA | |
|--|--------|-----------------------------------|------------------------------------|
| TO: BOARD OF COUNTY COMM | | Clerk Asset Number: | <u>5690</u> Board Asset Number: |
| FROM: <u>YUDIC</u> , <u>UIC</u> Department Name |) DEPT | Number | DATE: 1-010-101 |
| To Whom It May Concern: | | | |

To Whom It May Concern:

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

IDENTIFICATION DATA

| Name of Item | Room # | Make |
|---|--|--|
| Mobile Radio | | |
| Model | Year | Serial Number |
| | 0000 | 26700178 |
| Other Description: | | |
| | | |
| Purchased with Grant: Yes/No? | Yes No If 'Yes' please expla | ain reason to allow disposition below. |
| | | |
| \frown | DISPOSITION DATA | |
| Type of Disposition: | us | |
| | e to locate shall be presented to the Co | unty Commission by the Property |
| Custodian immediately. Explanation for Disposal: (required | OBSOLETE | |
| Location: (required) Road | | |
| | the Taylor County Board of Commiss | ion |
| | | Date |
| | - | |
| And he fo | c | haiman Signature |
| Department Head | (<u></u> | punty Administrator Approval |
| | | ut 11 it |
| Data Damayod From Arrest D | | Worn MI. Holl |
| Date Removed From Asset Record | IS | Fired Assets Manager |

| | DISPOSITION OF ASSET REPOR TAYLOR COUNTY, FLORIDA | 517 |
|---|--|---|
| ADITAL OL | | D(1264) 1300 |
| BOARD OF COUNTY COMMI Department Name | SSIONERS Clerk Asset Nur DEPT のシンチ Number | mber: Board Asset Number: DATE: |
| Vhom It May Concern: following changes have occurr erty Record. | ed in the property in my custody. This info | ormation should be entered on your |
| | IDENTIFICATION DATA | |
| Name of Item | Room # | Make |
| Motorola Moxilo | Radio Manager Vehicle | Motorola |
| Model | Year | Serial Number |
| T73 XTA 7 TA7B | K \$2003 | 7767DL0839 |
| Purchased with Grant: Yes | · · · · · | blain reason to allow disposition below |
| , | DISPOSITION DATA | |
| Type of Disposition: ** Property that is missing or Custodian immediately. Explanation for Disposal: (re | unable to locate shall be presented to the C | |
| Location: (required) | Surpho | |
| APPROVED DENIED | By the Taylor County Board of Commis | ssion [,] Date |
| 1) the | | Chairman Signature |
| Department Head | G | County Administrator Approval |
| 0.1.0 | | ypon W. Hill |
| Date Removed From Asset F | lecords | Fixed Assets Manager |

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• •

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| | TAYLOR COUNTY BOARD OF COMMISSIONERS |
|-----------------|---|
| SUBJECT/TITL | E: |
| Meeting Date: | |
| | |
| Statement of Is | sue: DMH request Permission to |
| dispos | e of Obsolete Equipment |
| • | |
| Recommendat | on: |
| Fiscal Impact: | \$ Budgeted Expense: Yes No N/A |
| Submitted By: | |
| Contact: | Sam Dogudu |
| | Sam Drawdy |
| | SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS |
| History, Facts | & Issues: <u>All these items to have just</u> |
| Been Ir | Storage. We are Trying to get |
| rid of | 4 the County will allow up to. |
| the | equipment can not be repaired on |
| | e no longer parts available to have |
| | ixed. We are Working With- electerned |
| | active and a contract of the second of the |
| to possil | to organizations that Cant offord once |
| Options: | Le sell for Parts. On Computers Would li te to organizations that Cant offord once a 1. has been removed. |
| - | 2 |
| A44 | ۷ |
| Attachments: | 1 |
| | 2 |
| | |
| | |

(IS

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number:

FROM: DMH Department name

DEPT: Maine Number

DATE: 10-18-12

Snop 1991

To Whom It May Concern:

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

IDENTIFICATION DATA

| Name of Item | Location | Make |
|--|---------------------------------|--|
| | | |
| Dell Computers | Year | Serial Number |
| Latitude \$ 830 Lap | | |
| Other Description: | 2001 | |
| We have 125 (| omputurs | • |
| | r | |
| | TRANSFER DATA | |
| TRANSFERRED TO: | ····· | |
| DEPT: | #: | New Location: |
| | | |
| Losing Custodian/Dept Head | Date of | Transfer |
| | | |
| Gaining Custodian/Dept Head | County A | Administrator Approval |
| | | |
| | DISPOSITION DATA | |
| | <u>2001 00001011 20000</u> | |
| | rade-in 🔲 Junked 🔯 S | tolen 🔲 Missing 🗍** |
| - | 7- | |
| ** Property that is missing or Unable Custodian Immediately | to locate shall be presented to | the County Commission by the Property |
| | solete Case at | Four four ment |
| was acquired when | lease expired | Unable to Send Back |
| Last known location: (required) | once all | into off. look at possib |
| Stored in Maint | Donations - | ing Equipment Unable to Send Back into off. look at Possib to Boxs & Girl Llub or |
| 0 | y the Taylor County Board of Co | |
| Sendor IN | | Date |
| Losing Custodian/Department Head | Co | unty Administrator |

Witness of Disposition

Date Removed from Asset Records

Fixed Assets Manager

Chairman

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number:

FROM: DMH Department name

DEPT: Acct Number

DATE: 10-26-12

To Whom It May Concern:

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

IDENTIFICATION DATA

| Name of Item | Location | Make |
|--------------------|------------|------------------------------------|
| CheckSigner | Accounting | Standard Register Serial Number |
| Model | Year V | Serial Number J |
| Part#13188100 | | 97/10103 |
| Other Description: | | ` |

TRANSFER DATA

| • | | | | | |
|--|--|---|---|--|--|
| TRANSFERRED TO: | | | | | |
| DEPT: | #: | New Location: | | | |
| | ····· | | | | |
| Losing Custodian/Dept Head | | Date of Transfer | | | |
| Gaining Custodian/Dept Head | · | County Administrator Approval | | | |
| | | | | | |
| | | | | | |
| | DISPOSITIC | IN DATA | | | |
| Surplus 🗭 Cannibalized 🗌 Trade-in 🗋 Junked 🗖 Stolen 🗋 Missing 🗍** | | | | | |
| ** <u>Property that is missing or Ur</u> <u>Custodian Immediately</u> | able to locate shall be pro | esented to the County Commission by the Propert | ¥ | | |
| Explanation for Disposal:(required | Explanation for Disposal: (required) No longer use it. Ne do Electronic Signature | | | | |
| Last known location: (required) | • | | | | |
| Account | the | | | | |
| APPROVED D DENIED | By the Taylor County E | Board of Commissioners Date | | | |
| Losing Custodian/Department Hea | d | County Administrator | | | |
| Witness of Disposition | | Chairman | | | |

Date Removed from Asset Records

Fixed Assets Manager

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number:

FROM: DMH Department name

DEPT: Maunt Number

DATE: 10-19-12

To Whom It May Concern: The following changes have occurred in the property in my custody. This information should be entered on your Property Record.

IDENTIFICATION DATA

| Name of Item | Location | Make |
|-----------------------------------|-----------|---------------|
| Lab Refrigerator | Year | Serial Number |
| Other Description: ISO temp 3d | - Refrig. | |

TRANSFER DATA

| Property | | | | | |
|--|--|--|--|--|--|
| | | | | | |
| | | | | | |
| | | | | | |
| Storage | | | | | |
| APPROVED DENIED By the Taylor County Board of Commissioners. | | | | | |
| | | | | | |
| | | | | | |
| - | | | | | |

Witness of Disposition

Chairman

Date Removed from Asset Records

Fixed Assets Manager

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number:

FROM: DMH Department name

DEPT: OK Number

DATE: 10-18-12

To Whom It May Concern:

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

IDENTIFICATION DATA

| Name of Item Synergy Micro Drill | - | | Make |
|--|------------|---------------------------------------|------------------------|
| MICCO DE, IN Model | | Year | Serial Number |
| | | | A 349701 |
| Other Description: | 2 4 | · · · · · · · · · · · · · · · · · · · | |
| | | | |
| | | TRANSFER DATA | |
| TRANSFERRED TO: | | | |
| DEPT: | т. | #: | New Location: |
| Losing Custodian/Dept Head | | Date of ' | Transfer |
| Gaining Custodian/Dept Head | | County A | Administrator Approval |

DISPOSITION DATA

| Surplus 🗌 | Cannibalized 🗌 | Trade-in 🗌 | Junked 🕱 | Stolen 🗌 | Missing 🗆** | |
|-----------------|--------------------------------------|-------------------|------------------|----------------|-------------------|----------|
| | that is missing or Un Immediately | able to locate sh | all be presented | to the County | Commission by the | Property |
| Explanation for | or Disposal:(required) | s Not | Work | | | |
| | ecation: (required) | aint | | | | |
| APPROVED | Denied | By the Taylor | County Board o | f Commissioner | S | Date |
| Losing Custoe | dian/Departmen Head | 1 | | County Admir | istrator | |
| Witness of Di | sposition | | | Chairman | | |

Date Removed from Asset Records

Fixed Assets Manager

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number:

FROM: DMH Department name DEPT: UR Number

DATE: 10-18-12

To Whom It May Concern:

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

IDENTIFICATION DATA

| Name of Item | Location | Make |
|--------------------|---------------|---------------|
| Ikegam, Power Uni- | t Maint | |
| J Model | Year | Serial Number |
| | | 0076 |
| Other Description: | | 1 |
| | | |
| | TRANSFER DATA | |

| TRANSFERRED TO: | | | |
|-----------------------------|----|-------------------------------|--|
| DEPT: | #: | New Location: | |
| Losing Custodian/Dept Head | | Date of Transfer | |
| | | | |
| Gaining Custodian/Dept Head | | County Administrator Approval | |
| | | | |
| | | | |

DISPOSITION DATA

| Surplus Cannibalized C | Trade-in 🗌 | Junked 🗗 | Stolen 🗌 | Missing ** | | |
|--|--|----------------|----------------|------------|------|--|
| ** <u>Property that is missing or Unable to locate shall be presented to the County Commission by the Property</u> <u>Custodian Immediately</u> | | | | | | |
| Explanation for Disposal: (require Obsolete Does | Not Wo | rK | | | | |
| Last known location: (required) Stored in Mount | | | | | | |
| APPROVED D DENIED | APPROVED DENIED By the Taylor County Board of Commissioners. | | | | | |
| APEROVED UN DENIEUL | J by the Taylor | County Board o | I Commissioner | s | | |
| Sent Jon & | | | | | Date | |
| Losing Custodian/Department He | ad | | County Admir | nistrator | | |
| Witness of Disposition | | | Chairman | | | |
| L | | | | | | |

Date Removed from Asset Records

Fixed Assets Manager

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number:

FROM: DMH Department name

| DEPT: | OR |
|-------|--------|
| N | lumber |

DATE: 10-18-12

To Whom It May Concern:

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

| IDEN | 111 | ICA | TION | DATA |
|------|-----|-----|------|------|
| | | | | |

| Styrke Name of Item | Location | Make |
|---------------------|------------|-----------------------------|
| Endoscope 782 Car | nera OR | |
| Model | Year | Serial Number G6041904MC |
| 782 | | 96120334mc |
| Other Description: | | 93032414mc |
| We have. | 3 of these | ` |

TRANSFER DATA

| TRANSFERRED TO: | | |
|---|-------------------------------|--|
| TRANSFERRED TO: | | |
| DEPT: | #: | New Location: |
| | | |
| Losing Custodian/Dept Head | Dat | e of Transfer |
| | | |
| Gaining Custodian/Dept Head | Cou | nty Administrator Approval |
| | | |
| | 4. | ····· |
| | DISPOSITION DA | TA |
| | | |
| | · | |
| Surplus Cannibalized C | Trade-in 🔲 Junked 💆 | Stolen Missing ** |
| ** <u>Property that is missing or Unabl</u> <u>Custodian Immediately</u> | e to locate shall be presente | d to the County Commission by the Property |
| Explanation for Disposal:(required) | | |
| Obsolete Dor | s Not Work | |
| 1 | | |
| Last known location: (required) | Launt | |
| Stored in 1 | Jame | |
| APPROVED DENIED | By the Taylor County Board of | of Commissioners Date |
| Sendrand | | |
| Losing Custodian/Departmen/Head | | County Administrator |
| | | |
| Witness of Disposition | - | Chairman |
| | | |

Date Removed from Asset Records

Fixed Assets Manager

| TO: BOARD OF COUNTY (| Asset Number: | |
|--|---|---|
| FROM: DMH Department name | DEPT: DR Number | DATE: 10-18-12 |
| To Whom It May Concern: The following changes have your Property Record. | e occurred in the property in my custody IDENTIFICATION DATA | . This information should be entered on |
| SPN Name of Item | Location | Make |
| ENT Turbo 7000 | | |
| Model | Year | Serial Number |
| | | 2307 |
| Other Description: | L | |
| No longer | Works | ÷ |
| | TRANSFER DATA | |
| TRANSFERRED TO: | | |
| DEPT: | #: New | ^v Location: |
| Losing Custodian/Dept Head | Date of Transf | er |
| Gaining Custodian/Dept Head | County Admini | strator Approval |
| | DISPOSITION DATA | |
| | | |
| Surplus 🔲 Cannibalized 🗋 T | rade-in 🗌 Junked 📈 Stolen [| ☐ Missing □** |
| ** Property that is missing or Unable Custodian Immediately | e to locate shall be presented to the Co | unty Commission by the Property |
| Explanation for Disposal:(required) NO IONSER Last known location: (required) Stored in 1 | - Norks Maint | |
| | by the Taylor County Board of Commiss | ioners |
| Sendrant | | Date |
| Losing Custodian/Department Head | County A | dministrator |
| Witness of Disposition | Chairman | |

Date Removed from Asset Records

.

Fixed Assets Manager

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number:

FROM: DMH Department name

DEPT: OR Number

DATE: 10-18-12

To Whom It May Concern:

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

| | • | IDENTIFICA | ATION D | <u>ATA</u> | |
|--------------------|--------|-------------------|---------|------------|---------------|
| Name of It | em | Loc | ation | OK | Make |
| Con Serior | Medica | lvideo (| ame | ra | |
| Model | | | 'ear | | Serial Number |
| 590 | | | | | 92050494SK |
| Other Description: | | i lask | | | 4 |
| Does | Nof | Work | | | |

TRANSFER DATA

| TRANCEEDRED TO: | | |
|--------------------------------------|---------------------------------------|---|
| TRANSFERRED TO: | | |
| DEPT: | #: | New Location: |
| | | |
| | | ate of Transfer |
| Losing Custodian/Dept Head | Da | tte of Transfer |
| | | |
| Gaining Custodian/Dept Head | Cou | unty Administrator Approval |
| | | |
| L | · · · · · · · · · · · · · · · · · · · | ····· |
| •. | DISPOSITION DA | ΔΤΑ |
| | DIDI ODITION DI | |
| | | |
| Surplus Cannibalized | Trade-in 🗍 🛛 Junked 🖾 | Stolen 🔲 Missing 🗌 ** |
| | | |
| ** Property that is missing or Unab | le to locate shall be presente | ed to the County Commission by the Property |
| Custodian Immediately | | |
| Explanation for Disposal (required) | | |
| Explanation for Disposal: (required) | - WORK. O | hsplete. |
| Does non | | |
| Last known location: (required) | - 、 | |
| Stored in h | Joint | |
| | By the Taylor County Board | of Commissioners |
| | By the Taylor County Doard | Date |
| dendrant | | |
| Losing Custodian/Department Head | | County Administrator |
| | | |
| Witness of Disposition | | Chairman |
| | | Chanman |
| | | |

Date Removed from Asset Records

Fixed Assets Manager

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number:

FROM: DMH Department name

DEPT: 012 Number

DATE: 10-18-12

Date

To Whom It May Concern:

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

IDENTIFICATION DATA

| | Styrker 78 | f Item | | Location | | Make |
|-----|--|----------------------------------|-----------------------------------|----------------|-----------------|--------------------------------|
| | Camera | Scope | | OR | | 782 |
| 1.0 | | el | | Year | | Serial Number |
| dea | Moc S139644 | | | | | |
| | Other Description: | у. | | | | ٩. |
| | L | | TE | ANSFER DA | <u>TA</u> | |
| | TRANSFERRED T | <u>D:</u> | · _ · · · · · · · · · · · · · · · | | | |
| | DEPT: | | #: | | New L | ocation: |
| | Losing Custodian/D | ept Head | | D | ate of Transfer | |
| | Gaining Custodian/I | Dept Head | | Co | ounty Administ | rator Approval |
| | | | DIS | POSITION D | ATA | |
| | Surplus 🗌 Can | nibalized 🗌 | Trade-in 🗌 | Junked 🔀 | 7 Stolen | Missing 🔲 ** |
| | ** <u>Property that is</u> <u>Custodian Imm</u> | <u>missing or Un</u> ediately | able to locate sh | all be present | ed to the Cour | nty Commission by the Property |
| | Explanation for Disp | oosal:(required) | gen fi | inctio | ns | |
| | DIC N Last known location Sto | (required) | Mair | ,t | | |
| | APPROVED | | | | | ners |

Revised 7/05 by G Knowles

Date Removed from Asset Records

Losing Custodian/Department Head

Witness of Disposition

Fixed Assets Manager

County Administrator

Chairman

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number:

FROM: MHDepartment name

DEPT: Storage DATE: 10-26-12 Number

To Whom It May Concern:

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

IDENTIFICATION DATA

| Name of Item | Location | Make |
|--------------------|----------|---------------|
| Hospital Bedo | Storage | Secure |
| Model | Year | Serial Number |
| Hilrom | | ×. |
| Other Description: | | *. |
| I have 3ea | - | * |

TRANSFER DATA

| TRANSFERRED TO: | | |
|--|------------------|--|
| DEPT: | #: | New Location: |
| Losing Custodian/Dept Head | | Date of Transfer |
| Gaining Custodian/Dept Head | | County Administrator Approval |
| | | |
| | <u>D</u>] | SPOSITION DATA |
| | *** | |
| Surplus Cannibalized C | Trade-in 🔲 | Junked 🔂 Stolen 🗌 Missing 🗆** |
| ** <u>Property that is missing or Un</u> <u>Custodian Immediately</u> | able to locate s | hall be presented to the County Commission by the Property |
| Explanation for Disposal:(required) |) | |
| Non repaired | de | |
| Last known location: (required) | | |
| | | |
| APPROVED D DENIED | By the Taylo | or County Board of Commissioners |
| Sem Drenes | | |
| Losing Custodian/Department Acad | 1 | County Administrator |
| Witness of Disposition | | Chairman |
| | | Chairman |

Date Removed from Asset Records

Fixed Assets Manager

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number:

FROM: Department name

DEPT: Storage DATE: 10-29-12 Number

To Whom It May Concern:

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

| IDENTIFICATION | DATA |
|-----------------------|------|
| | |

| Name of Item Styrker Bed | Location Storage | Make Styrlu |
|--------------------------------|---------------------|----------------|
| Model | Year | Serial Number |
| Other Description: Thave 85 | styrken | *. |

TRANSFER DATA

| TRANSFERRED TO: | | | |
|-------------------------------------|------------------|---|---------|
| | | | |
| DEPT: | #: | New Location: | |
| | | | |
| | _ | | |
| Losing Custodian/Dept Head | | Date of Transfer | |
| | | | |
| Gaining Custodian/Dept Head | | County Administrator Approval | |
| Gaining Customan Dept Head | | County Automisticator Approva | |
| | | | |
| | | | |
| | DIS | POSITION DATA | |
| | | | |
| [| n | | |
| Surplus Cannibalized | Trade-in 🗌 | Junked 😡 Stolen 🗌 Missing 🗌** | |
| | | | |
| ** Property that is missing or Una | ble to locate sh | all be presented to the County Commission by the Pi | roperty |
| Custodian Immediately | | | |
| | | | |
| Explanation for Disposal:(required) | | | |
| Non Repairab | | | |
| | \sim | | |
| Last known location: (required) | | | |
| | | | |
| APPROVED DENIED | By the Taylor | County Board of Commissioners. | |
| | by the rayior | County Board of Commissioners. | Date |
| San Wrant | | | |
| Losing Custodian/Department Head | | County Administrator | _ |
| | | • | |
| | | | _ |
| Witness of Disposition | | Chairman | |
| | | | |

Date Removed from Asset Records

Fixed Assets Manager

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number:

FROM: DMH Department name

DEPT: Mainl Number

DATE: 10-29-12

To Whom It May Concern:

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

IDENTIFICATION DATA

| Name of Item Defibrillator | Location Storage | Make Physio Control |
|---------------------------------|---------------------|------------------------|
| LP10 | Уеат | Serial Number |
| Other Description: We have a | 2 of these | * , |

TRANSFER DATA

| TRANSFERRED TO: | | | |
|--|--------------------------|---|-----------------|
| DEPT: | #: | New Location: | |
| | | | |
| Losing Custodian/Dept Head | | Date of Transfer | |
| Coining Contrating (Dart Word | in | | |
| Gaining Custodian/Dept Head | | County Administrator Approval | |
| | | | |
| | DIS | SPOSITION DATA | |
| | **** | | |
| Surplus Cannibalized | Trade-in 🗌 | Junked 😡 Stolen 🗌 Missing 🗌 ** | : |
| ** Property that is missing or Un Custodian Immediately | <u>able to locate sl</u> | nall be presented to the County Commission by the | <u>Property</u> |
| Explanation for Disposal:(required) | | | |
| Obsolete | | | |
| Last known location: (required) | | | |
| | | | |
| | By the Taylor | County Board of Commissioners. | Date |
| Losing Custodian/Department/Head | , , | County Administrator | |
| g outouran Department | | County Administration | |
| Witness of Disposition | | Chairman | |
| · · · · · · · · · · · · · · · · · · · | | | |

Date Removed from Asset Records

Fixed Assets Manager

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number:

FROM: DWH Department name

DEPT: Mainl

DATE: 10-29-12

To Whom It May Concern:

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

| • | IDENTIFICATION DATA | |
|--------------|----------------------------|--------|
| Name of Item | Location | Make |
| T-Pump | Storage | Barter |

| Model | Yea | ar LIO | AS Le Number |
|--------------------|------|--------|--------------|
| TPSUD | | LO | ASG CA2D |
| Other Description: | | | *. |
| We have | 2071 | hese | |
| | | | |

TRANSFER DATA

| TRANSFERRED TO: | | |
|--|------------------|---|
| DEPT: | #: | New Location: |
| | | |
| Losing Custodian/Dept Head | • | Date of Transfer |
| Gaining Custodian/Dept Head | 1 | County Administrator Approval |
| | | |
| L | | POSITION DATA |
| | <u>D13</u> | |
| Surplus Cannibalized | Trade-in | Junked 😡 Stolen 🗌 Missing 🗆 ** |
| - | | |
| ** Property that is missing or Unal Custodian Immediately | ole to locate sh | all be presented to the County Commission by the Property |
| Explanation for Disposal:(required) | | |
| Obsolete | | |
| Last known location: (required) | | : |
| | | |
| | By the Taylor | County Board of Commissioners |
| Losing Custodian/Department flead | | County Administrator |
| busice and a population (busic | | |
| Witness of Disposition | | Chairman |
| | | |

Date Removed from Asset Records

Fixed Assets Manager

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number:

FROM: DMH Department name

DEPT: Storage DATE: 10-29-12

To Whom It May Concern:

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

| Name of Item | Location | Make |
|--|---------------------------------------|---------------------------------------|
| Styrker Stretche | Storage | Styrky |
| ' Model | Year ⁶ | Serial Number |
| | | |
| Other Description: | A Roman S | Lee to her |
| Emergency | & Room S | Arrow |
| 0 0 | TRANSFER DATA | |
| | | · · · · · · · · · · · · · · · · · · · |
| TRANSFERRED TO: | | |
| DEPT: | #: N | ew Location: |
| Losing Custodian/Dept Head | Date of Tran | cfer |
| Losing Customat Dept Head | | 514 |
| Gaining Custodian/Dept Head | County Admi | inistrator Approval |
| | | |
| | DISPOSITION DATA | |
| | | |
| Surplus 🔲 Cannibalized 🗍 T | rade-in 🗌 Junked 🚺 Stolen | ☐ Missing □** |
| ** Property that is missing or Unable Custodian Immediately | to locate shall be presented to the (| County Commission by the Property |
| | | |
| Explanation for Disposal: (required) $0bsolete$ | | |
| Last known location: (required) | | |
| | y the Taylor County Board of Commi | ssioners |
| See all beines | y are rayior County Doard of Collins | Date |
| Losing Custodian/Department Head | County | Administrator |
| | | |
| Witness of Disposition | Chairm | an ¹ . |
| | | |

Date Removed from Asset Records

Fixed Assets Manager

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number:

FROM: DEpartment name

DEPT: Main

DATE: 10-29-12

To Whom It May Concern:

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

IDENTIFICATION DATA

| Name of Item | Location | Make |
|--|----------|--------------------------------------|
| Nebulizer/Heater | Storage | Hudson |
| Concha therm III | Year | Serial Number 0092890 97080963 |
| Agua therm 11 Other Description: We ha | ve 2 | ۹, |

TRANSFER DATA

| TRANSFERRED TO: | | |
|---|-------------------|---|
| DEPT: | #: | New Location: |
| | | |
| Losing Custodian/Dept Head | | Date of Transfer |
| Gaining Custodian/Dept Head | | County Administrator Approval |
| Gaming Custolian/Dept Head | | County Administrator Approva |
| | | |
| | DIS | POSITION DATA |
| | | |
| Surplus Cannibalized C | Trade-in | Junked 🖌 Stolen 🗌 Missing 🗆** |
| ** <u>Property that is missing or Una</u> <u>Custodian Immediately</u> | able to locate sh | all be presented to the County Commission by the Property |
| Explanation for Disposal:(required) | | |
| Obsolete | - | |
| Last known location: (required) | | |
| | | |
| APPROVED DENIED | By the Taylor | County Board of Commissioners |
| Janphi | | |
| Losing Custodian/Department Head | | County Administrator |
| Witness of Disposition | | Chairman |
| - | | |

Date Removed from Asset Records

Fixed Assets Manager

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number:

FROM: DMH Department name

DEPT: Maint Number

DATE: 10-29-12

To Whom It May Concern:

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

IDENTIFICATION DATA

| | IDENTIFICATION DATA | |
|--|--|-----------------------------------|
| Name of Item | Location | Make |
| Infant vent | Storage | Bear |
| Model | Year | Serial Number |
| Cub | | 11834 |
| Other Description: | d | * ₄ , |
| : | TRANSFER DATA | |
| TRANSFERRED TO: | ······································ | |
| DEPT: | #: N | ew Location: |
| Losing Custodian/Dept Head | Date of Trai | nsfer |
| Gaining Custodian/Dept Head | County Adm | inistrator Approval |
| | DISPOSITION DATA | |
| ** Property that is missing or Unabl | | County Commission by the Property |
| Explanation for Disposal:(required) This is old Co Last known location: (required) | int be fixed ar | d Parts Can't be ardered |
| APPROVED DENIED DENIED | By the Taylor County Board of Comm | Date |
| Witness of Disposition | Chairm | an i. |

Date Removed from Asset Records

Fixed Assets Manager

TO: BOARD OF COUNTY COMMISSIONERS Asset Number: DATE: 10-29-12 NMH DEPT: FROM: Department name Number To Whom It May Concern: The following changes have occurred in the property in my custody. This information should be entered on your Property Record. **IDENTIFICATION DATA** Name of Item Make Location ial Number 980000136 Other Description: TRANSFER DATA TRANSFERRED TO: DEPT: #: New Location: Losing Custodian/Dept Head Date of Transfer Gaining Custodian/Dept Head County Administrator Approval **DISPOSITION DATA** • Junked 💢 Stolen 🗌 Missing ** Surplus 🔲 Trade-in 🔲 Cannibalized [] ** Property that is missing or Unable to locate shall be presented to the County Commission by the Property **Custodian Immediately** Explanation for Disposal:(required) Parts are not available 1) bsaicte Last known location: (required) APPBOVED DENIED By the Taylor County Board of Commissioners. Date Losing Custodian/Department He County Administrator Witness of Disposition Chairman

Date Removed from Asset Records

Fixed Assets Manager

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number:

NWH FROM: Department name

DEPT: Maint

DATE: 10-29-12

To Whom It May Concern:

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

IDENTIFICATION DATA

| Name of Item | Location | Make |
|--------------------|----------|---------------|
| Brunit | Storage | Criticon |
| Model | Year | Serial Number |
| 8100T | | N |
| Other Description: | | *, |
| | | |

TRANSFER DATA

| TRANSFERRED TO: | | | |
|--|-------------------|---|--|
| DEPT: | #: | New Location: | |
| Losing Custodian/Dept Head | | Date of Transfer | |
| Gaining Custodian/Dept Head | | County Administrator Approval | |
| | | | |
| | DIS | POSITION DATA | |
| | | | |
| Surplus Cannibalized | Trade-in 🗌 | Junked 妃 Stolen 🗌 Missing 🗋** | |
| ** <u>Property that is missing or Un</u> <u>Custodian Immediately</u> | able to locate sh | all be presented to the County Commission by the Property | |
| xplanation for Disposal: (required) | | | |
| | | longer available | |
| 6001 Obsolete PA | irts NO | Tonga allatan a | |
| Last known location: (required) | | | |
| | | | |
| APPROVED Denied | By the Taylor | County Board of Commissioners. | |
| Sand)ren | | Date | |
| Losing Custodian/Department fiest | I | County Administrator | |
| | | • | |
| Witness of Disposition | | Chairman | |
| | | Channan | |

Date Removed from Asset Records

Fixed Assets Manager

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number:

FROM: **DEPARTMENT** name

DEPT: Mount

DATE: 10-29-12

To Whom It May Concern:

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

IDENTIFICATION DATA

| Make | Location | Name of Item |
|---------------|----------|--------------------|
| MDT | Storage | Biosian Incubator |
| Serial Number | Year 0 | Model |
| × | | 35 Celsins |
| | | Other Description: |
| -44 | | |
| Serial Number | Year | 55 Celsins |

TRANSFER DATA

| TRANSFERRED TO: | | |
|---|-------------------|---|
| DEPT: | #: | New Location: |
| Losing Custodian/Dept Head | | Date of Transfer |
| Gaining Custodian/Dept Head | | County Administrator Approval |
| | DIS | POSITION DATA |
| Surplus 🗌 Cannibalized 💭 | Trade-in | Junked Stolen 🗌 Missing 🗍** |
| ** <u>Property that is missing or Un</u> Custodian Immediately | able to locate sh | all be presented to the County Commission by the Property |
| Explanation for Disposal:(required) | | |
| Last known location: (required) | | |
| | By the Taylor | County Board of Commissioners |
| Losing Custodian/Department/Head | | County Administrator |
| Witness of Disposition | | Chairman |

Date Removed from Asset Records

Fixed Assets Manager

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number:

FROM: **DMH** Department name

DEPT: Maint Number

DATE: 10-29-12

To Whom It May Concern:

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

IDENTIFICATION DATA

| Location | Make | |
|--|---------------|---------------|
| Storage | Medex | |
| Year | Serial Number | |
| | • | |
| ······································ | * | |
| | 77 | |
| | Storage | Storage Medex |

TRANSFER DATA

| TRANSFERRED TO: | | | |
|--|-------------------|--|---------|
| DEPT: | #: | New Location: | |
| Losing Custodian/Dept Head | | Date of Transfer | |
| Gaining Custodian/Dept Head | () | County Administrator Approval | |
| | | | |
| | Dis | SPOSITION DATA | |
| Surplus 🗌 Cannibalized [] | rn Trade-in □ | Junked 💋 Stolen 🗌 Missing 🗆** | |
| ** <u>Property that is missing or Un</u> <u>Custodian Immediately</u> | able to locate sl | all be presented to the County Commission by the I | roperty |
| Explanation for Disposal:(required) | | | |
| Obsoleta Last known location: (required) | - | | |
| | By the Taylor | County Board of Commissioners. | |
| Losing Custodian/Department flead | | County Administrator | Date |
| Witness of Disposition | | Chairman | |

Date Removed from Asset Records

Fixed Assets Manager

TO: BOARD OF COUNTY COMMISSIONERS

Asset Number:

FROM: **D**MH Department name

DEPT: Main t Number

DATE: 10-29-12

To Whom It May Concern:

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

IDENTIFICATION DATA

| Name of Item | Location | Make |
|--------------------|----------|---------------|
| Pulse ox | Storage | OHmeda |
| Model | Уеаг | Serial Number |
| 3800 | | N . |
| Other Description: | | * |
| | | - <i>ц</i> , |

TRANSFER DATA

| TRANSFERRED TO: | | |
|---|------------------|---|
| DEPT: | #: | New Location: |
| | | |
| Losing Custodian/Dept Head | | Date of Transfer |
| Gaining Custodian/Dept Head | | County Administrator Approval |
| | | |
| | D | ISPOSITION DATA |
| | | |
| Surplus 🗌 Cannibalized 🗋 | Trade-in | Junked 🗭 Stolen 🗌 Missing 🗆** |
| ** <u>Property that is missing or Un</u> Custodian Immediately | able to locate s | shall be presented to the County Commission by the Property |
| Explanation for Disposal:(required) |) | |
| Obsolete | | |
| Last known location: (required) | | |
| | By the Toyle | or County Board of Commissioners. |
| Se. Allow | | Date |
| Losing Custodian/Department Head | ! | County Administrator |
| \mathcal{U} | | |
| Witness of Disposition | | Chairman |
| | | ····· |

Date Removed from Asset Records

Fixed Assets Manager

| | | | 10 |
|---|---|--|----|
| TAYLOR COUNTY BOARD OF COMMISSIONERS | | | |
| | County | y Commission Agenda Item | |
| | | | |
| MEETING DATE REC | QUESTED: | 11.20.12 | |
| Statement of Issue: Recommended Action | on: Approva | rce Consortium Interlocal Agreement al of agreement and confirmation of Workforce | |
| | Board n | nembership | |
| Fiscal Impact: | none | none | |
| Budgeted Expense: | Budgeted Expense: none | | |
| Submitted By: | Sheryl | Sheryl Rehberg, Executive Director, NFWDB | |
| Contact: | t: Sheryl Rehberg: 850.973.2672 or rehbergs@nfwdb.org | | |
| SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS | | | |

History, Facts & Issues:

Options:

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Attachments:

Dustin Hinkel

From:Rehberg, Sheryl <rehbergs@nfwdb.org>Sent:Wednesday, October 31, 2012 10:10 AMTo:Dustin HinkelCc:Jack BrownSubject:RE: BOCC Agenda items

I have a meeting out of town Monday afternoon, so would rather come on the 20th. What time is the meeting on the 20th? And yes, the board does need to approve the interlocal agreement. According to that agreement the consortium can approve board member seats, but it would be nice to have the commission also approve and confirm those members. I only need one signed copy of the interlocal agreement.

Thanks.

Sheryl Rehberg

North Florida Workforce Executive Director P: 850.973.2672 P: 850.673.7688 www.NFWorkforce.org



From: Dustin Hinkel [mailto:dustin.hinkel@taylorcountygov.com] Sent: Wednesday, October 31, 2012 10:04 AM To: Rehberg, Sheryl Cc: Jack Brown Subject: RE: BOCC Agenda items

Hi Sheryl,

The meeting dates for November are the 5th and 20th. The deadline for adding items for the 11/5 meeting is 11:30 today! Please fill out the attached request form and get back to me. Do you need our Board to sign this interlocal? How many originals do you need? Or is this an informational/discussion item?

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.

From: Rehberg, Sheryl [mailto:rehbergs@nfwdb.org] Sent: Wednesday, October 31, 2012 9:35 AM To: Dustin Hinkel Cc: Jack Brown Subject: BOCC Agenda items

Dustin, and Jack,

Good Morning. I would like to get this on the Commissioners meeting agenda sometime in November if possible. Attached are two things, the revised interlocal agreement the Workforce Consortium members approved, and the updated Workforce Board membership roster that shows compliance with the new requirements resulting from 2012 legislation.

Please let me know when the best time is to attend. These items should not create a lot of questions, but I'd like to be there to answer any that do come up. In addition, there will be a new assignment to the workforce consortium for your BOCC since Commissioner Houck will be leaving the board.

Thanks, and please let me know if you have any questions or need anything else.

Sheryl Rehberg

North Florida Workforce Executive Director P: 850.973.2672 P: 850.673.7688 www.NFWorkforce.org



From: Rehberg, Sheryl Sent: Wednesday, October 31, 2012 8:43 AM To: Sherilyn Pickels Subject: BOCC Agenda items

Good Morning!

Attached is the revised interlocal agreement the Workforce Consortium has agreed on that needs to be approved by the Commission. And also attached is the Workforce Board membership roster that shows compliance with the most recent requirements as outlined by Workforce Florida.

Let me know if you have any questions or need anything else. Thanks! You can place me on the agenda anywhere; I plan to be there for the whole meeting and for lunch at Allen's invitation. Not on the agenda for me is a presentation to

honor Commissioner Ellis. That will be my last thing to say. I'd say I need about 5 minutes depending on questions that might come up.

Sheryl Rehberg

North Florida Workforce Executive Director P: 850.973.2672 P: 850.673.7688 www.NFWorkforce.org



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NFWDB MEMBERSHIP ROSTER OCTOBER 2012

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| First Name | Last Name | Sector | County | WIA Required | Business Sector |
|------------|------------|----------------------------------|-----------|-----------------|--------------------|
| Jim | Brannan | Post Secondary Training Provider | Taylor | x | |
| Dennis | Cason | Economic Development | Suwannee | x | |
| Evelyn | Day | Private Sector | Taylor | | х |
| S.W. | Ellis | Private Sector | Jefferson | | x |
| Tom | Cappallino | Older Workers-Experience Works | Regional | x | |
| Allison | Gill | Vocational Rehabilitation | Suwannee | x | |
| Darlene | Hagan | Private Sector | Madison | | x |
| Соу | Howell | Private Sector | Suwannee | | x |
| Mike | Hunter | Private Sector | Taylor | | x |
| Sam | Stalnaker | Secondary Schools | Madison | x | |
| Adrian | Kinsey | Community Based Org | Madison | x | |
| Paul | Kovary | Private Sector | Leon | | x |
| Paul | Millington | Labor Union | Suwannee | x | |
| Ronnie | Moore | Labor Union | Madison | x | |
| Karen | Page | DCF | Columbia | x | |
| Matt | Pearson | Low Income Individuals | Lafayette | x | |
| Michael | Reichman | Private Sector | Jefferson | | x |
| Debbie | Reid | Private Sector | Hamilton | | x |
| Randy | Trammell | Private Sector | Taylor | | x |
| Tom | Tuckey | Private Sector | Madison | | x |
| Doug | Whitaker | Private Sector | Hamilton | | x |
| Scott | Frederick | Economic Development | Taylor | x | |
| lim | Garrison | Private Sector-Large employer | Hamilton | | x |
| | | | | 11 | 1 |

INTERLOCAL AGREEMENT

Affirming the Region 6 Workforce Consortium

THIS AGREEMENT entered into by and between the following parties: Hamilton County, Jefferson County, Lafayette County, Madison County, Suwannee County and Taylor County, political subdivisions of the State of Florida: and the North Florida Workforce Development Board, Inc. for the Local Workforce Investment Area comprised of the Hamilton, Jefferson, Lafayette, Madison, Suwannee and Taylor counties pursuant to Federal Public Law 105-220 (Workforce Investment Act of 1998 – Title I) and the State of Florida Workforce Act of 1996, as amended.

WITNESSETH that:

WHEREAS, Federal Public Law 105-220 (Workforce Investment Act of 1998 – Title I) enacted by the Congress of the United States and signed into Law by the President of the United States and the State of Florida Workforce Act of 1996, as amended, has developed a unified training system that will increase the employment, retention and earnings by participants, and as a result improve the quality of the workforce, reduce welfare dependency, and enhance productivity and competitiveness; and

WHEREAS, Workforce Investment Act of 1998 (WIA) requires the Governor to designate Local Workforce Investment Act to promote the effective delivery of job training services and further provides that a consortium of general purpose local governments may constitute such an area; and

WHEREAS, the Board of County Commissioners of each of the parties to this agreement desires that its county be included in a regional economic development and job training program to avail its citizens of the benefits of WIA; and

WHEREAS, the Governor has designated the parties to this Agreement as a Workforce Region (WR) for the purposes of the WIA; and

WHEREAS, the WIA requires the establishment of a Regional Workforce Board (RWB) to provide policy guidance for, and exercise oversight with respect to, activities under the job training program for its workforce development region in partnership with the general purpose local governments (County Commissions) within its WR; and

WHEREAS, the Board of County Commissioners of each of the parties to this Agreement desires that the RWB created hereby be known as the North Florida Workforce Development Board (NFWDB); and

WHEREAS, it is the responsibility of the Board of County Commissioners of each county in the WR to appoint members to the NFWDB in partnership with local business associations and economic development organizations in accordance with the WIA and an Agreement entered by the Board of County Commissioners of each county; and

WHEREAS, it is the responsibility of the NFWDB, in accordance with an agreement with the Board of County Commissioners of each county in the WR, to determine procedures and policies so as to develop a WIA plan, and select a grant recipient, fiscal agent, administrative entity, and designate a One-Stop Operator.

WHEREAS, the Local WIA Plan must be approved and submitted jointly by the NFWDB and the Region 6 Workforce Consortium (Hamilton, Jefferson, Lafayette, Madison, Suwannee and Taylor County Commissions).

NOW, THEREFORE, The parties agree as follows:

1. Establishment of Region 6 Workforce Consortium

There is hereby established a multi-jurisdictional arrangement (hereinafter called the "Region 6 Workforce Consortium") among all the parties hereto for the express purpose of collectively carrying out the individual responsibilities of each party to this Agreement under the WIA. The Region 6 Workforce Consortium shall consist of the Boards of County Commissions from the six member counties, each voting as an individual entity.

2. Identification of Parties to this Agreement

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Each of the parties to this Agreement is a county of the State of Florida, and as such is for general purposes a political subdivision which has the power to levy taxes and spend funds, as well as general corporate and police powers. The governing body of each of the parties to this Agreement is its Board of County Commissioners and each party to this Agreement is identified as follows:

Board of County Commissioners Hamilton County, Florida

Board of County Commissioners Jefferson County, Florida

Board of County Commissioners Lafayette County, Florida

Board of County Commissioners Madison County, Florida

Board of County Commissioners Suwannee County, Florida

Board of County Commissioners Taylor County, Florida

3. Geographical Area to be Served by this Agreement

The geographical areas which will be served by this agreement is 4,125 square miles, and includes

all of the six (6) member counties, which are legally described in Florida Statutes.

4. Size of the Population to be Served

The population of the six (6) county area to be served by this Agreement is 123,000 based upon 2010 data; prepared by Florida Research & Economic Database, Tallahassee, Florida.

5. Agreement Not Prohibited by Law

State or local law does not prohibit this Agreement.

6. Responsibilities of Region 6 Workforce Consortium

The parties to this Agreement hereby authorize the Region 6 Workforce Consortium to exercise all decision-making powers, delegated to the Board of County Commissioners of each county pursuant to the WIA. More specifically:

- A. To appoint the members of the NFWDB, in accordance with Section 117 of Title I of the WIA and Section 7 of this Agreement, which will serve the functions described Section 117(d) of Title I of the WIA;
- B. Enter into an agreement with the NFWDB to designate it the grant recipient, an entity to administer the WIA, a fiscal agent, and a One-Stop operator as described in Section 117(d) of Title I of the WIA and the State of Florida Workforce Act of 1996, as amended;
- C. To review and approve all plans prepared under Section 177(d) of Title I of the WIA and jointly submit, along with the NFWDB, said plans to the Governor; and
- D. To perform any other appropriate duties necessary for the accomplishment of and consistent with the purposes of this Agreement and the WIA and the State of Florida Workforce Act of 1996, as amended.

7. Affirmation, Composition, and Appointment of the Regional Workforce Board (RWB)

The NFWDB is constituted in accordance with the requirements of Section 117 of the WIA and the State of Florida Workforce Act of 1996. The minimum NFWDB membership shall number nineteen

(23) and must remain compliant with the WIA and the State of Florida Workforce Act of 1996, as amended.

- A. Members shall be appointed for fixed terms and may serve until their successors are appointed. Any vacancy in the membership of the NFWDB shall be filled in the same manner as the original appointment. Any member of the NFWDB may be removed for cause in accordance with bylaws established by the NFWDB, and/or per state legislative authority given the Governor.
- B. A majority of the NFWDB shall be representative of the private sector, who shall be owners of business concerns, chief executives, or chief operating officers of non-governmental employers, or other private sector executives who have substantial management or policy responsibility. The chairman of the NFWDB shall be a representative of the private sector and shall be selected by the membership of the NFWDB.
- **C.** The private sector representatives on the NFWDB shall number no less than a majority (51%) of the total membership and shall be selected in the following manner:
 - Nominations for the private sector seats shall be submitted to the respective County Commissions by local business organizations including local chambers of commerce, downtown merchants associations, area business associations, economic development organizations, etc., but must be compliant with the WIA and State of Florida Workforce Act of 1996 as amended.
 - 2. Such persons nominated by the County Commissions and appointed by the consortium for the NFWDB shall be representative of the business community. In addition, the number of private sector seats shall be governed by state rule, and all efforts must be made to assure representation from all six participating counties.

D. Eleven (11) board memberships are specified in the State of Florida Workforce Act of 1996 and subsequent rulings in HB 7023 of 2012 Florida Legislative Session.

1. The following members <u>are not nominated</u> by the County Commissions or their designee, but are seated as specified in the State of Florida Workforce Act of 1996:

- (A) A representative of post-secondary training (1);
- (B) A Public School (K-12) Representative (1);
- (C) Two (2) economic development representatives;
- (D) One (1) Vocational Rehabilitation representative designated by the agency's service delivery area director;
- (E) One (1) Department of Children and Families representative (District 3, representing five of the six counties) designated by the Northeast Florida District of Florida Department of Children and Families;
- (F) One (1) representative of a Senior Community Service Employment Program;
- (G) One (1) representative of an organization providing services to disabled persons;
- (H) Two (2) organized labor union representatives;
- (I) One (1) community based organization representative.

8. Local Workforce Investment Area designation

Pursuant to the designation by the Governor, the six (6) counties constituting the RWB shall be a Local Workforce Investment Area (LWIA) as provided for in Section 116 of Title I of the WIA for the geographical area covered by this Agreement.

9. No Local Funds Required of Counties

No funds will be provided from the treasuries of any of the parties to this Agreement for implementation of the WIA, it being the intent, hereof, that all funding of the WIA shall be accomplished entirely by grants pursuant to the WIA and any other available State or Federal grants.

10. Termination/ Duration of Agreement

This Agreement becomes effective upon acceptance by all parties and shall have the duration equal to the period that the RWB designation remains in effect for the geographical areas covered by this Agreement. Any party to this Agreement may withdraw from, thereby terminating this Agreement by passing a resolution to such effect and giving proper written notice to all parties.

11. Effective Date

This Agreement and any amendments hereto shall be effective between and among each county adopting this Agreement and any amendments hereto upon filing this Agreement and any amendments thereto with the Clerk of the Circuit Court in their respective county.

12. Amendment(s)

It is agreed that no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. Notice

Whenever a party desires to give notice unto the other, notice must be given in writing sent by registered United States mail with Return Receipt Requested, addressed to the party for whom it is intended and the place last specified for giving such notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective place or giving notice, to with:

Hamilton County Chairman, Hamilton County Commission 207 N. E. 1st. St., Rm 106 Jasper, Florida 32052

Jefferson County Chairman, Jefferson County Board of County Commissioners Courthouse, Rm 10 Monticello, Florida 32344

Lafayette County Chairman, Lafayette County Board of County Commissioners PO Box 88 Mayo, Florida 32066

Madison County Chairman, Madison County Board of County Commissioners PO Box 539 Madison, Florida 32341

Suwannee County Chairman, Suwannee County Board of County Commissioners 224 Pine Avenue Live Oak, Florida 32064

Taylor County Chairman, Taylor County Board of County Commissioners PO Box 620 Perry, Florida 32348

North Florida Workforce Development Board Chairman 705 E. Base St. Madison, Florida 32340

14. Performance

The performance of Hamilton, Jefferson, Lafayette, Madison, Suwannee, and Taylor counties of any

of their obligations under this Agreement shall be subject to and contingent upon the availability of

funds.

15. Survivability

If one section, subsection or part of this Agreement is found to be invalid in its compliance with the enabling Florida Statute, or is contested and successfully challenged in a court of law or other legal forum, then in any said event only that section, subsection or part that has been affected by such proceedings shall be changed or deleted and the remainder of this Agreement shall maintain its full force and effect and shall remain legally binding on all parties hereto.

SIGNATORY PAGE-HAMILTON COUNTY

INTERLOCAL AGREEMENT

BETWEEN THE

HAMILTON COUNTY BOARD OF COUNTY COMMISSIONERS

AND THE

NORTH FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to the authority of Section 163.01, Florida Statutes, by the passing of a resolution to effect the contents of this agreement, and to the betterment of the citizens of Hamilton County, of the State of Florida, and

AS APPROVED in regular session of the Commission, do hereby agree and acknowledge this ______ day of ______, 2012.

HAMILTON COUNTY BOARD OF COUNTY COMMISSIONERS

By:

ATTEST: _____ DATE: _____

SEAL

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SIGNATORY PAGE-LAFAYETTE COUNTY

INTERLOCAL AGREEMENT

BETWEEN THE

LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS

AND THE

NORTH FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to the authority of Section 163.01, Florida Statutes, by the passing of a resolution to effect the contents of this agreement, and to the betterment of the citizens of Lafayette County, of the State of Florida, and

AS APPROVED in regular session of the Commission, do hereby agree and acknowledge this ______ day of ______, 2012.

LAFAYETTE COUNTY BOARD OF COUNTY COMMISSIONERS

By:

ATTEST: _____

DATE: _____

SEAL

SIGNATORY PAGE-MADISON COUNTY

INTERLOCAL AGREEMENT

BETWEEN THE

MADISON COUNTY BOARD OF COUNTY COMMISSIONERS

AND THE

NORTH FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to the authority of Section 163.01, Florida Statutes, by the passing of a resolution to effect the contents of this agreement, and to the betterment of the citizens of Madison County, of the State of Florida, and

AS APPROVED in regular session of the Commission, do hereby agree and acknowledge this ______ day of ______, 2012.

MADISON COUNTY BOARD OF COUNTY COMMISSIONERS

<u>By:</u>_____

ATTEST: _____ DATE: _____

SEAL

SIGNATORY PAGE-SUWANNEE COUNTY

INTERLOCAL AGREEMENT

BETWEEN THE

SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS

AND THE

NORTH FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to the authority of Section 163.01, Florida Statutes, by the passing of a resolution to effect the contents of this agreement, and to the betterment of the citizens of Suwannee County, of the State of Florida, and

AS APPROVED in regular session of the Commission, do hereby agree and acknowledge this ______ day of ______, 2012.

SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS

Ву:_____

ATTEST: _____

DATE: _____

SEAL

SIGNATORY PAGE-JEFFERSON COUNTY

INTERLOCAL AGREEMENT

BETWEEN THE

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AND THE

NORTH FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to the authority of Section 163.01, Florida Statutes, by the passing of a resolution to effect the contents of this agreement, and to the betterment of the citizens of Suwannee County, of the State of Florida, and

AS APPROVED in regular session of the Commission, do hereby agree and acknowledge this ______, 2012.

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

Ву:_____

ATTEST: ______

DATE: _____

SEAL

SIGNATORY PAGE-TAYLOR COUNTY

INTERLOCAL AGREEMENT

BETWEEN THE

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

AND THE

NORTH FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to the authority of Section 163.01, Florida Statutes, by the passing of a resolution to effect the contents of this agreement, and to the betterment of the citizens of Taylor County, of the State of Florida, and

AS APPROVED in regular session of the Commission, do hereby agree and acknowledge this ______ day of ______, 2012.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

Ву:_____

ATTEST: _____

DATE: _____

SEAL

SIGNATORY PAGE-NFWDB

INTERLOCAL AGREEMENT

BETWEEN THE

HAMILTON, JEFFERSON, LAFAYETTE, MADISON, SUWANNEE and TAYLOR COUNTY BOARDS OF COMMISSIONERS

AND THE

NORTH FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to the authority of Section 163.01, Florida Statutes, by the passing of a resolution to effect the contents of this agreement, and to the betterment of the citizens of Hamilton, Jefferson, Lafayette, Madison, Suwannee and Taylor Counties, of the State of Florida, and

AS APPROVED in regular session of the Board of Directors, do hereby agree and acknowledge this ______ day of ______, 2012.

NORTH FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.

<u>By:</u> J. Douglas Whitaker, Chairman

ATTEST: _____

DATE: _____

SEAL

| <u> </u> | |
|------------------|---|
| | TAYLOR COUNTY BOARD OF COMMISSIONERS |
| SUBJECT/TITL | County Commission Agenda Item E: 2011-2012 Florida Forest Service Annual Report |
| Meeting Date: | 11/20/2012 |
| Statement of Is | sue: Annual Reports |
| Recommendati | on: |
| Fiscal Impact: | \$ Budgeted Expense: Yes No X N/A |
| Submitted By: | Jack Smith and Jim Fleming |
| Contact: | Jack Smith phone # 850-838-2292 |
| | SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS |
| History, Facts & | |
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| | |
| Options: | 1 |
| | 2 |
| Attachments: | 1 |
| | 2 |
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FLORIDA FOREST SERVICE ANNUAL REPORT

COOPERATIVE FORESTRY ASSISTANCE AND FOREST PROTECTION PROGRAMS

TAYLOR COUNTY, FLORIDA



In accordance with the Cooperative Agreement between the Taylor County Board of County Commissioners and the Florida Forest Service, we are pleased to submit this report covering the activities of the Cooperative Forestry Assistance and Forest Protection Programs for the 2011-2012 fiscal year, covering the period of July 1, 2011 to June 30, 2012.

Introduction

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

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

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



Forest Protection Program

The mission of the Forest Protection Bureau within the Florida Forest Service (FFS) is to provide a level of fire management which reduces threats to life and property, forest and wildland resources and other related values-at-risk and promotes natural resource management through the use of prescribed fire.

Wildfire Activity

During the past fiscal year, Florida Forest Service personnel responded to a total of 62 wildfires in Taylor County. These fires burned approximately 233.5 acres. The number of fires represents a significant decrease from the previous fiscal year (80 fires). The support given to the FFS by the Taylor County Commission, Taylor County Fire-Rescue, local volunteer fire departments and cooperators was, once again, very instrumental in helping to limit the impact of wildfires on Taylor County residents.



| WILDFIRES BY CAUSE - TAYLOR COUNTY JULY 1, 2011 - JUNE 30, 2012 | | | | |
|--|-------|-------|--|--|
| CAUSES | FIRES | ACRES | | |
| Lightning | 9 | 8.1 | | |
| Campfires | 1 | .5 | | |
| Smoking | 1 | .7 | | |
| Debris Burning | 17 | 158.2 | | |
| Incendiary | 16 | 43.3 | | |
| Equipment | 4 | 6.7 | | |
| Railroad | 0 | 0 | | |
| Children | 2 | .3 | | |
| Unknown | 2 | .2 | | |
| Miscellaneous | 10 | 15.5 | | |
| TOTAL | 62 | 233.5 | | |

Open Burning Program

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

A total of 491 burn authorizations were issued for land clearing, agricultural and silvicultural burns in Taylor County this past fiscal year. These authorizations included 7,626 acres and 908 authorized piles. In addition, FFS personnel provided landowner assistance on six pre-suppression fireline plowing requests and broadcast burning assistance on 76 acres.

| BURN | AUTHORIZATIONS July 1, 2011 – Jur | | NTY |
|---------------|--------------------------------------|---------------------|---------------------|
| ТҮРЕ | AUTHORIZED FIRES | AUTHORIZED ACRES | AUTHORIZED PILES |
| Agricultural | 81 | 945 | 44 |
| Silvicultural | 174 | 6,669 | 408 |
| Land Clearing | 236 | 12 | 456 |
| TOTAL | 491 | 7,626 | 908 |

On-site inspections are conducted by FFS personnel prior to burn authorizations being issued to landowners who are requesting an authorization for the first time and for authorizations being requested in smoke sensitive areas. These on-site inspections ensure that distance setbacks, adequate equipment and proper control measures are being taken prior to burn authorizations being issued.

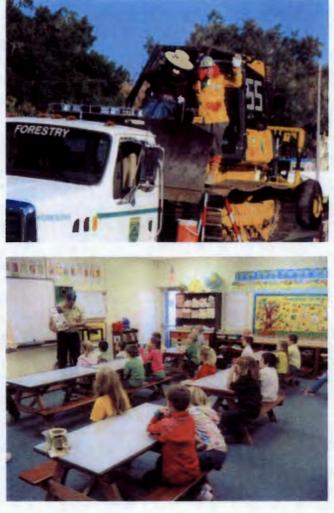
Mitigation

Wildfire mitigation is a service provided in the wildland/urban interface – areas where homes are built in the rural wildland. Local FFS personnel worked closely with our Region 2 Wildfire Mitigation Team to reduce fuels in wildland/urban interface areas through the use of prescribed fire, mowing and/or roller chopping. During fiscal year 2011-2012, two mitigation projects were completed on 5 acres of privately owned land. Approximately 108 homes were protected by these efforts. In addition, local Florida Forest Service personnel completed three mitigation projects on 12 acres of privately owned land protecting 35 homes. Studies and experience have shown that wildfires occur less frequently, burn with less intensity and cause less damage when fuels have been reduced through these methods.

Fire Prevention

Central to the Florida Forest Service's fire prevention efforts is its relationship with local citizens through schools, businesses, civic organizations, volunteer fire departments and local governments to help reduce the number of wildfires. During this last fiscal year, the FFS participated in a total of 36 different programs in Taylor County.

These events included the Forest Festival, Special Olympics Torch Run, Relay for Life, Fiddler Crab Festival, Taylor County High Homecoming Parade and participation in the opening coin toss at both Taylor Middle and Taylor School football games. High Numerous Smokey programs were conducted at the local also elementary schools and day care facilities. Through all of these efforts, it is estimated that the message of fire prevention was delivered to more than 43,000 people in Taylor County.



Rural Community Fire Protection

The Rural Community Fire Protection Program is a partnership in which the Florida Forest Service provides local volunteer fire departments with surplus equipment for the purpose of supporting the wildland firefighting efforts. Taylor County is an outstanding example of what can be accomplished through this program. With the support of the Taylor County Commission, local volunteer fire departments have been able to effectively use this equipment to protect the citizens of Taylor County. During this fiscal year, Taylor County was approved for \$3,725.00 under a Title IV grant that was administered by the FFS to purchase fire equipment for Taylor County volunteer fire departments.

San Pedro Bay Landowners Association

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The San Pedro Bay Landowners Association (SPBLA) consists of landowners, land managers, state agencies, county governments, and other interested parties working together as a unified team in forest resource protection. This is accomplished through wildfire pre-planning, hazard mitigation and other wildfire prevention efforts in and around the San Pedro Bay area. The role of the Florida Forest Service is to provide technical assistance to the members of the SPBLA. During the past fiscal year, the annual SPBLA meeting was held on March the 23rd at the Department of Transportation facility in Perry.

Cooperative Forestry Assistance Program

The services provided by the county forester range from simple tree species identification and insect/tree disease diagnosis for homeowners to the completion of comprehensive, multiple-use forest management plans for the private, non-industrial forest landowners of Taylor County. Also included in the responsibilities of the county forester are public information and education, administration of federal cost-share programs, state lands management and wildfire suppression assistance.

Landowner Assistance

During the 2011-2012 fiscal year, the county forester made 588 assists to the residents of Taylor County involving 4,138 acres of land. Of these assists, 46 were field assists to forest landowners and homeowners. These field assists included the development of forest management plans, reforestation projects, seedling sales, insect and disease detection and suppression, assistance in marketing forest products, prescribed burning, water quality enhancement advice, economics and taxation information, educational sessions and urban forestry assists. The county forester also wrote four forest management plans, a comprehensive forest stewardship plan covering 270 acres and certified an existing stewardship property during the past fiscal year.

An additional 210 assists were considered incidental assists. An incidental assist is any activity or recommendation not involving a field visit. These assists are handled by phone, office visit or by mail. They consume a significant amount of time over the course of a year.

Forest Information and Education

During the last fiscal year, the county forester was actively involved in several forestry and environmental education activities. These included:

- instruction and vocational guidance in forestry related subjects at local schools
- instruction in forestry disciplines during the annual FFA Summer Camp at O'Leno State Park



- coordination of the annual Future Farmers of America (FFA) State Forestry Contest at Forest Capital Museum State Park
- submission of two articles to Perry newspapers to keep Taylor County residents informed about forestry related topics and cost share programs
- presentations given to the Perry Master Gardeners' Club and the Perry Kiwanis Club
- attendance at the Forest Festival where information was provided on the Cooperative Forestry Assistance program





Forest Health

The county forester performed a total of seven forest health inspections encompassing 52 acres in Taylor County during the 2011 - 2012 fiscal year. These included calls about pine bark beetles and saltwater intrusion. No new southern pine beetle activity was found in Taylor County this past year. Occurrence of the less aggressive species of bark beetles, ips engraver beetles and black turpentine beetles, were reported and contained with minimal loss to forest resources.

Federal Assistance Programs

The Forest Stewardship Program encourages forest landowners to practice multipleresource management. It also provides a wide array of technical assistance and management advice through a comprehensive forest stewardship plan which is available to landowners at no cost or obligation. New enrollment in this voluntary program this past fiscal year totaled one landowner and 270 acres. Two previously enrolled landowners were also designated as certified stewardship landowners. There are currently sixty-two Taylor County landowners enrolled in the program for a total of 15,823 acres.

The Southern Pine Beetle Prevention Cost Share Program focuses on reducing risks of southern pine beetle outbreaks by encouraging proactive forest management. It provides funds for thinning operations, underbrush removal, prescribed burning and planting of longleaf pine. Longleaf pine planting is specified due to the species natural resistance to southern pine beetle. This past fiscal year, two applications were approved in Taylor County for thinning on a total of 154 acres. Applications were also accepted for another 166 acres of prescribed burning and 73 acres of longleaf pine tree planting.

The Environmental Quality Incentives Program (EQIP), which is administered through the local Natural Resources Conservation Service (NRCS) office, also provides an opportunity for technical advice and cost-sharing assistance to Taylor County's forest landowners. EQIP places emphasis on timber stand improvement and invasive/exotic plant species control. The county forester provides technical advice to this program on all recommended forestry practices.

In October of 2009, funding for longleaf ecosystem restoration was made available through the American Recovery and Restoration Act. This cost share was known as the ARRA-LERP and covered practices such as longleaf pine seedling establishment, native understory restoration, prescribed burning, mechanical underbrush reduction, and timber stand improvement. An overage in funds allowed this program to be offered for an additional year. This program provided two Taylor County landowners with an opportunity to site-prepare and plant a combined total of 60 acres of longleaf pine seedlings.

Urban Forestry

Last fiscal year, the City of Perry received the Tree City USA designation for the 21st consecutive year. This program recognizes cities for their efforts in maintaining a healthy urban forest. The county forester worked closely with the City of Perry Tree Board, attending meetings and giving urban forestry advice and assistance when needed.



State Lands Management

The Florida Forest Service is not the lead managing agency on any state owned land within Taylor County. However, forestry assistance is extended to other State agencies such as the Florida Fish and Wildlife Conservation Commission and Suwannee River Water Management District. The county forester occasionally assists with timber management activities and insect/disease identification and control on these properties.

Training

The county forester attended the Interagency Basic Prescribed Fire Course this past fiscal year. This course and certification will allow him to better serve the residents of Taylor County and the State of Florida.

Conclusion

The primary goal of the CFA project in Taylor County for the new fiscal year remains unchanged. Through the office of the county forester, the Florida Forest Service will continue to increase the visibility of the services which are provided to the citizens of Taylor County. Through this exposure, more people will be made aware of the value and importance of timber production and natural resource management.

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

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

Respectfully submitted,

Jack Smith

Jack Smith Forest Area Supervisor Florida Forest Service 618 Plantation Road Perry, FL 32348 850/838-2292

Jim Fleming Senior Forester Florida Forest Service 618 Plantation Road Perry, FL 32348 850/838-2286

| | YLOR COUNTY BOARD OF COMMISSIONERS |
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| | County Commission Agenda Item |
| SUBJECT/TITLE: | THE BOARD TO REVIEW AND CONSIDER OPTIONS FOR CATASTROPHIC INMATE MEDICAL INSURANCE COVERAGE, AS AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR |
| MEETING DATE RI | EQUESTED: 11/20/12 |
| Statement of locus | |
| | e: THE BOARD TO DISCUSS AND CONSIDER OPTIONS FOR INMATE CATASTROPHIC MEDICAL INSURANCE tion: DISCUSSION |
| Statement of Issue Recommended Ac Fiscal Impact: | INMATE CATASTROPHIC MEDICAL INSURANCE |
| Recommended Ac | INMATE CATASTROPHIC MEDICAL INSURANCE tion: DISCUSSION VARIABLE DEPENDING ON OPTION |
| Recommended Ac Fiscal Impact: | INMATE CATASTROPHIC MEDICAL INSURANCE tion: DISCUSSION VARIABLE DEPENDING ON OPTION |

History, Facts & Issues: IN THE PAST THE BOARD HAS CARRIED MEDICAL INSURANCE IN CASE OF CATASTROPHIC MEDICAL EMERGENCIES FOR INMATES. THE BOARD HAS NEVER MADE A CLAIM TO DATE. THE BOARD IS CURRENTLY WITHOUT COVERAGE. THE COVERAGE WOULD TAKE EFFECT 12/1/12 THROUGH 12/1/13.

Options: CHOOSE AN OPTION/NOT CHOOSE

Attachments: INSURANCE QUOTE

CATASTROPHIC INMATE MEDICAL INSURANCE QUOTE

Name of Insured: Date of Quote: Insurance Carrier: Inmate Count: Taylor County 11/01/2012 United HealthCare-OptumHealth 87 Inmates Hunt Insurance Group LLC / Willis 3606 Maclay Boulevard S, Ste 101 Tallahassee, FL 32312 (850) 385-3636 • (850) 385-2124

COVERAGE BENEFITS:

 Off-Site Inpatient Hospital Services and Outpatient Surgical and attending Physician Services. The maximum eligible expenses shall be limited to the lesser of the amount paid, or up to an "Average Daily Maximum" (ADM) per admission of \$20,000 ADM for the first three days and \$12,000 ADM for each day thereafter.

| COVERAGE & PREMIUM BASIS: | Option 1 | Option 2 | Option 3 |
|---------------------------------|-----------|-----------|-----------|
| Limit of coverage per Inmate: | \$250,000 | \$250,000 | \$250,000 |
| Specific deductible per Inmate: | \$30,000 | \$40,000 | \$50,000 |
| Current inmate population: | 87 | 87 | 87 |
| Rate per inmate, per month: | \$17.93 | \$14.65 | \$12.22 |
| Total Estimated Annual Premium | \$18,719 | \$15,295 | \$12,758 |

EXCLUSIONS OR LIMITATIONS: (For a complete list refer to policy)

- All charges for which government authorities are not legally obligated to pay
- All charges in connection with the rehab portion of a substance abuse claim
- All charges in connection with the rehab portion of a mental/nervous claim
- All charges which are incurred after the release from custody
- All charges in connection with security or guarding an inmate
- All charges paid outside the terms of the Plan Document

ASSUMPTIONS AND CONDITIONS:

- This quote is an estimate based on data provided & subject to a completed application
- This quotation contains general information & is not a contract or binder of insurance
- Eligible claims are those occurring in 12 months and paid in 18 months
- The Company reserves the right to audit the inmate count
- This proposal directly reflects administration over ride 5%
- This proposal directly reflects commission of 17%
- AIDS/HIV and Pregnancy claims included
- No pre-existing conditions exclusions
- Large claim updates may be required
- Prior to Booking claims covered
- Quotes are valid for 30 days

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| TA | YLOR COUNTY BOARD OF COMMISSIONERS | |
| | County Commission Agenda Item | |
| SUBJECT/TITLE: | BOARD TO VOTE ON WHETHER OR NOT TO SUPPORT THE ANEE RIVER RC&D BOARD'S RECOMMENDATION TO SOLVE THE SUWANNEE RIVER RC&D CORPORATION AND CE THE MONEY INTO AN ENDOWMENT FUND FOR OLARSHIPS TO THE UNIVERSITY OF FLORIDA ICULTURE DEPARTMENT, AS AGENDAED BY JACK BROWN, NTY ADMINISTRATOR | |
| MEETING DATE RE | EQUESTED: 11/20/12 | |
| | tion: DISCUSSION/VOTE | |
| Fiscal Impact: | N/A | |
| Budgeted Expense | : N/A | |
| Submitted By: | JACK BROWN, COUNTY ADMINISTRATOR | |
| Contact: | 838-3500x7 | |
| 5 | SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS | |
| History, Facts & Is | sues: THE SUWANNEE RIVER RC&D CORPORATION IS PROPOSING TO LIQUIDATE ITS ASSETS AND PLACE THE MONEY IN AN ENDOWMENT FUND FOR SCHOLARSHIPS TO THE UNIVERSITY OF FLORIDA AGRICULTURE DEPARTMENT. THE SCHOLARSHIPS WILL BE AWARDED TO APPLICANTS FROM THE COUNTIES THE SUWANNEE RIVER RC&D SERVES. | |

Options: YES/NO

Attachments: BALLOT

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November 7, 2012

Dear Fellow Council Members:

The Executive Directors have met several times to determine what action the Suwannee River RC&D should take to liquidate their assets. We met with a representative from the Agriculture Department at the University of Florida to obtain information about setting up an endowment fund to be used as a scholarship for students from the counties we serve. The University of Florida Agriculture Department will choose the recipients each year based on need and GPA. A 3.0 GPA will be required.

The board is recommending that the money be placed in the endowment fund and dissolve the Suwannee River RC&D Corporation.

Please vote yes or no on this recommendation and return this letter in the enclosed envelope, to me, no later than Friday, November 16, 2012.

YES

NO

If you have any questions, please call Rufus Ogden, at 386-752-6343, or 386-984-6478.

Sincerely,

Rufue Ogden

Rufus Ogden President Suwannee River RC&D

| TAY | R COUNTY BOARD OF COMMISSIONERS | |
|----------------------|--|--------------|
| | County Commission Agenda Item | |
| SUBJECT/TITLE: | e Board to consider passing a resolution which supports agressional intent that fines derived from a settlement related to epwater Horizon oil spill be directed toward the Gulf's ecolog d economic recovery under the local input and control guideline endaed by Jack Brown, County Administrator. | the gical |
| MEETING DATE RE | ESTED: Nov 20, 2012 | |
| Statement of Issue: | There is a move by some federal agencies and members congress to reroute the RESTORE Act funding from lo control. | |
| Recommended Acti | Board's discretion | |
| Fiscal Impact: | Unknown at this point but has the potential to be \$millions. | |
| Budgeted Item: | N/A | |
| Submitted By: | Jack R. Brown, County Administrator | |
| Contact: | (850) 838-3500, Ext. 7 | |
| <u>S</u> | PLEMENTAL MATERIAL / ISSUE ANALYSIS | |
| History, Facts & Iss | : The Florida Association of Counties (FAC) along with the affected gulf counties were instrumental in crafting and passir legislation that would allow the penalties being levied against British Petroleum (BP) for the Deepwater Horizon oil spill to b largely controlled by local gulf coast communities that were affected. The attached resolution affirms that the Board wants control to be with the local communities. | e |
| Options: | | |
| Attachments: | Draft Resolution | |
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RESOLUTION

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY. FLORIDA. WHICH SUPPORTS THE CONGRESSIONAL INTENT THAT FINES DERIVED FROM Α SETTLEMENT RELATED TO THE DEEPWATER HORIZON OIL SPILL BE DIRECTED TOWARD THE GULF'S ECOLOGICAL AND ECONOMIC **RECOVERY UNDER THE LOCAL INPUT AND CONTROL GUIDELINES** ESTABLISHED BY LAW.

WHEREAS, on July 6, 2012, President Obama signed into law the Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economies (RESTORE) of the Gulf Coast Act; and

WHEREAS, in passing and signing into law the RESTORE Act, Congress and the President recognized the significant environmental and economic impact brought upon the Gulf Region in the wake of the Deepwater Horizon oil spill; and

WHEREAS, the RESTORE Act gives communities harmed by the spill flexibility in determining how to use funds granted to them through Clean Water Act penalties; and

WHEREAS, we have learned that federal officials are discussing a settlement agreement with BP that would direct penalties under the Oil Pollution Act through a Natural Resource Damage Assessment (NRDA), reducing the amount paid in civil penalties for violating the Clean Water Act and undermining the Congressional intent and our recovery; and

WHEREAS, the Taylor County Board of County Commissioners finds that it is in the best interest of Taylor County and its residents to support full implementation of the RESTORE Act.

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

- The Taylor County Board of County Commissioners supports full implementation of the RESTORE Act, opposes any effort to undermine Congress's direction to distribute the majority of penalties paid by those responsible for the Deepwater Horizon oil spill back to Gulf communities; and
- 2) Directs that a copy of this resolution be transmitted to the following; the President of the United States, the Department of Justice / Attorney General, the Senators for each of the five affected states and the Congressmen from the coastal districts of each of the five affected states.

THIS RESOLUTION IS PASSED AND ADOPTED in regular session this _____ day of November 2012.

BOARD OF COUNTY COMMISSIONERS TAYLOR COUNTY, FLORIDA

BY:______, Chair

ATTEST:

ANNIE MAE MURPHY, Clerk