

AMENDED
SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, FEBRUARY 4, 2013
5:30 P.M.

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

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

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

Prayer and Pledge of Allegiance

Welcome

1. APPROVAL OF AGENDA
2. APPROVAL OF MINUTES of January 7, 2013 (PROVIDED BY E-MAIL) .
3. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

WE VALUE THE IDEAS AND INSIGHTS OF THE PUBLIC. THEREFORE, IT IS THE POLICY OF THE BOARD TO ALLOW A PERIOD FOR THE PUBLIC TO ASK QUESTIONS, REQUEST OR GIVE INFORMATION, AND REQUEST ACTION ON ITEMS NOT ON THE AGENDA.

IN MOST CASES, YOU WILL NOT RECEIVE AN IMMEDIATE RESPONSE BECAUSE THE ITEM MAY NEED TO BE RESEARCHED AND PLACED ON THE AGENDA AT A FUTURE BOARD MEETING.

YOU ARE ALLOWED TO SPEAK FOR THREE (3) MINUTES.

4. CONSENT ITEMS A - Z:

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))

A. THE BOARD TO CONSIDER APPROVAL OF NOTICE/ADVERTISING FOR TREE CLEARING PROJECT AT PERRY-FOLEY AIRPORT, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.

B. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE 1ST QUARTER FY 2012-2013 SMALL COUNTY CONSOLIDATED WASTE MANAGEMENT GRANT PAYMENT REQUEST, AS AGENDAED BY THE GRANTS COORDINATOR.

C. THE BOARD TO CONSIDER APPROVAL TO ADVERTISE FOR PUBLIC HEARINGS TO BE HELD ON TUESDAY, FEBRUARY 19 AND MONDAY, MARCH 4, 2013, TO DISCUSS AND RECEIVE PUBLIC INPUT REGARDING THE UPCOMING FUNDING CYCLE AND POSSIBLE GRANT SUBMISSION FOR THE 2019 FDOT TRANSPORTATION ALTERNATIVE PROGRAM ENHANCEMENT PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR.

D. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON QUARTERLY GRANT REPORTS FOR THE EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM, EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE PROGRAM, FY 2010 STATE HOMELAND SECURITY GRANT PROGRAM, AND FY 2011 STATE HOMELAND SECURITY GRANT PROGRAM, AS AGENDAED BY DUSTIN HINKEL, EM DIRECTOR.

E. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF FIRST QUARTER AMENDMENTS AND VARIANCE REPORTS FOR THE DEPARTMENT OF HEALTH CORE CONTRACT, AS AGENDAED BY STEPHEN TULLOS, TAYLOR COUNTY HEALTH DEPARTMENT.

F. THE BOARD TO CONSIDER APPROVAL OF ADVERTISING FOR THE CONSTRUCTION OF PROVIDENCE ROAD AND ASSOCIATED US HWY 19 TURN LANES, UNDER THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND PROGRAM, AS AGENDAED BY KENNETH DUBLEY, COUNTY ENGINEER.

BIDS/PUBLIC HEARINGS:

5. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE, ON THE PASSAGE OF A PROPOSED ORDINANCE FOR THE REGULATION AND CONTROL OF THE SALE, DELIVERING AND POSSESSION OF CONTROLLED SUBSTANCES.

6. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:15 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE INPUT AND NOTIFY THE PUBLIC OF THE POSSIBLE GRANT APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) HAZARD MITIGATION GRANT PROGRAM.

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

8. THE BOARD TO CONTINUE THE FIRST OF TWO (2) PUBLIC HEARINGS TO CONSIDER AN AMENDMENT TO THE COMPREHENSIVE PLAN, TO CONDUCT A FIRST READING OF THE ORDINANCE ADOPTING THE AMENDMENT AND TO CONSIDER TRANSMITTAL OF THE AMENDMENT TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

HOSPITAL ITEMS:

9. RICHARD POWELL, POWELL & JONES, CPAS, TO APPEAR TO PRESENT THE YEAR-END AUDIT REPORT FOR DOCTORS' MEMORIAL HOSPITAL (DMH).

10. GERI FORBES, CEO, DMH, TO APPEAR TO PRESENT DMH FINANCIALS.

PUBLIC REQUESTS:

11. NEIL RICE TO APPEAR TO PRESENT AND DISCUSS DOCUMENTS REGARDING AGENDA 21 AND SUSTAINABLE DEVELOPMENT.

12. DIANE CARLTON, TAYLOR COASTAL WATER & SEWER DISTRICT (TCWSD), TO APPEAR TO PRESENT ANNUAL FINANCIAL REPORT FOR FY ENDING SEPTEMBER, 30, 2012 AND DISCUSS CURRENT ISSUES.

13. TCWSD TO DISCUSS BOARD APPROVAL TO REQUEST THE COUNTY ATTORNEY TO PROVIDE LEGAL SERVICES AND REVIEW FOR THE TCWSD BOARD OF DIRECTORS.

GENERAL BUSINESS:

14. THE BOARD TO HEAR AND DISCUSS AN APPEAL REGARDING VAUGHN LANE, AS RE-AGENDAED FROM JANUARY 22, 2013.

15. THE BOARD TO DISCUSS UPDATES AND SOLUTIONS FOR PALLBEARERS' CEMETERY EXPANSION REQUEST, AS RE-AGENDAED FROM JANUARY 22, 2013.

COUNTY ATTORNEY ITEMS:

16. THE COUNTY ATTORNEY TO PROVIDE AN UPDATE ON THE BROOKS CASE AT CEDAR ISLAND, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

17. THE COUNTY ATTORNEY TO PROVIDE A RECOMMENDATION REGARDING POTENTIAL MULTIPLE CONFLICT OF INTEREST ISSUES WITH REGARDS TO CONTRACTOR'S ROAD, PENDING A RESPONSE FROM THE FLORIDA COMMISSION ON ETHICS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COUNTY ADMINISTRATOR ITEMS:

18. THE BOARD TO REVIEW A PENDING RESOLUTION ON THE MULTIPLE CONFLICT OF INTEREST ISSUES RAISED AT THE JANUARY 22, 2013 MEETING (THE BOARD WILL DISCUSS BUCKEYE TECHNOLOGIES REQUESTING FOR RESURFACING OF CONTRACTOR'S ROAD) .

19. THE COUNTY ADMINISTRATOR TO PROVIDE AN UPDATE ON THE STATUS OF THE AMTEC LESS LETHAL PROJECT.

20. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

WE VALUE THE IDEAS AND INSIGHTS OF THE PUBLIC. THEREFORE, IT IS THE POLICY OF THE BOARD TO ALLOW A PERIOD FOR THE PUBLIC TO ASK QUESTIONS, REQUEST OR GIVE INFORMATION, AND REQUEST ACTION ON ITEMS NOT ON THE AGENDA.

IN MOST CASES, YOU WILL NOT RECEIVE AN IMMEDIATE RESPONSE BECAUSE THE ITEM MAY NEED TO BE RESEARCHED AND PLACED ON THE AGENDA AT A FUTURE BOARD MEETING.

YOU ARE ALLOWED TO SPEAK FOR THREE (3) MINUTES.

22. BOARD INFORMATIONAL ITEMS:
23. EXAMINATION AND APPROVAL OF INVOICES:
24. MOTION TO ADJOURN.

FOR YOUR INFORMATION:

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

www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR, 201 E. GREEN STREET, PERRY, FLORIDA, 850-838-3500, EXT. 7, WITHIN TWO (2) WORKING DAYS OF THIS PROCEEDING.
- ANY PERSON WISHING TO ADDRESS THE BOARD REGARDING AN AGENDAED OR NON-AGENDAED ITEM WILL BE GIVEN THREE (3) MINUTES FOR COMMENT.
- 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.

4-A.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve Notice To Bidders for the removal of trees penetrating the runway glide slopes at Perry Foley Airport.



MEETING DATE REQUESTED:

February 4, 2013

Statement of Issue: Board to review and approve Notice to Bidders and associated documents for the removal of trees penetrating the runway glide slopes at Perry Foley Airport.

Recommended Action: Board to approve Notice to Bidders

Budgeted Expense: See Below

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Per FAA and FDOT inspections there are numerous trees which will need to be removed which are penetrating runway glide slopes at Perry Foley Airport. The County also had an independent survey completed to mark trees and confirm the trees which were penetrating glide slopes as so indicated by FAA and FDOT. Roland Luster, the FDOT Regional Aviation Manager has indicated the project is eligible to be funded with an FDOT grant but the project must be bid out to be eligible for funding assistance. Taylor County is eligible to request a waiver of match through the Rural Economic Development Initiative (REDI) and will do so when submitting grant application.

Private landowners who are impacted by the tree removal have been contacted by the Airport Manager and letters were also sent via registered mail to each landowner.

✓ ² **Attachments: Notice to Bidders and support documents, documentation of required tree removal from FDOT and FAA, and Perry/Taylor County Zoning Policy for Airport**

NOTICE TO BIDDERS

**TREE CLEARING PROJECT
PERRY FOLEY AIRPORT
TAYLOR COUNTY, FLORIDA**

Notice is hereby given that Taylor County will receive sealed bids at the Taylor County Board of County Commissioners, Attn: Clerk's Office, 108 East Jefferson Street, Perry, Florida 32347 (850-838-3506) until 4:00pm local time on March 19, 2013, for the Tree Clearing project at the Perry Foley Airport, Perry, Fl. Bids must be submitted in a sealed enveloped clearly marked "**BID ENCLOSED: TREE CLEARING PROJECT AT PERRY FOLEY AIRPORT.**" Bids will be opened at the Taylor County Board of Commissioners meeting to be held on the same day at the Taylor County Administration Complex, 201 East Green Street, Perry, Florida at 6:10 pm. Quotes will be publicly opened and read aloud.

The project consists of providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on Attachments A, B, C, and D including, but not necessarily limited to, the following:

Contractor shall remove all trees greater than 10 feet tall within the areas identified in Attachments A, B, and C and in accordance with Attachment D. The contractor shall remove and properly dispose of the removed trees off of the property from where they were removed. The contractor shall adhere to all federal, state, and local construction requirements for work conducted in wetlands for areas 3 and 4 as referenced in Attachment A.

The contract time for substantial completion of the work included shall be 30 calendar days from the date of the "Notice to Proceed (NTP)". The final project completion shall be 40 calendar days from the date of the "Notice to Proceed (NTP)".

Beginning on February 6, 2013, drawings, specifications, and project documents may be examined by appointment at the Airport Terminal Building of the Perry Foley Airport at 511 Industrial Park Drive, Perry, Florida 32348. Appointments may be made by calling Bill Roberts, Airport Manager at Perry Foley Airport at 850-838-3519. Beginning on February 6, 2013, copies of the above documents may be obtained from the Perry Foley Airport, 511 Industrial Park Drive, Perry, Florida, 32348, (850) 838-3519. The documents will also be available at www.taylorcountygov.com.

Bid security in the amount of at least five percent (5%) of the total quote must be submitted with the quote. The quote security may be either a certified check or a proposal guaranty bond executed by a surety company authorized to do business in the State of Florida. Quote security shall be made payable to Taylor County. The County's minimum insurance requirement is General Liability Insurance in the amount of \$1,000,000 (\$1M) and the successful contractor must be able to furnish proof of required insurance no later than seven (7) days after being notified of the bid award. Proof of the required insurability must be included in the sealed bid package. The "Notice to Proceed" will not be issued until the County has been provided proof of insurance that meets the minimum requirements.

Funding for this project is being provided, in part, by the Florida Department of Transportation (FDOT) and will be subject to all applicable requirements of the U.S. Department of Transportation. Taylor County has an approved Disadvantaged Business Enterprise (DBE) Program for Airport Improvement Program projects which the successful contract must comply with. The DBE participation goal for this project is 4.78% and compliance requirements are listed in the project documents.

A non-mandatory Pre-Bid Conference will be conducted at the Terminal Building of the Perry Foley Airport at 511 Industrial Park Drive, Perry, Florida 32347 on February 13, 2013 at 10:00am local time (EDT). Questions relating to the Project Documents will be answered at that time. Attendance by prospective contractors is strongly recommended.

The Contractor awarded the bid will be required to obtain written permissions from private landowners where project trees are located allowing for access to property and the tree clearing activities. Copies documenting the written permission shall be provided to the County prior to tree removal. The County shall be notified when work/tree removal begins and ends. When tree removal work is complete, the Airport Manager or their designee, will inspect the tree removal sites prior to pay application submission. The County will accept only one (1) pay application which will be accepted after all work is complete and approved.

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

OWNER'S CONTACT:

Melody Cox
Grants & Airport Director
**Taylor County Board of County
Commissioners**
401 Industrial Park Drive
Perry, Florida 32348
Tel: 850-838-3553
Fax: 850-838-3563

All bids should be addressed as follows:

**BID ENCLOSED: TREE CLEARING PROJECT AT
PERRY FOLEY AIRPORT**

Taylor County Board of County Commissioners
Attention: Clerk's Office
108 East Jefferson Street
Perry, Florida 32347

By:
Taylor County Board of County Commissioners
February 4, 2013

Identification of trees to be removed:

Area 1

Contractor shall remove all trees greater than 10 feet tall within a 40 foot diameter circle centered at Latitude 30° 04' 48.000" N, Longitude 83° 35' 07.870" W as identified on **Attachment B**. Removal of trees in this project shall include cutting the tree level with existing grade and shall not include removal of the tree stump. The contractor shall remove and properly dispose of the removed trees off of the property from where they were removed.

Area 2

Contractor shall remove all trees greater than 10 feet tall within a 40 foot diameter circle centered 1,265 feet from the end of Runway 12 and 250 feet right of the runway centerline as identified on **Attachment B**.

Area 3

Contractor shall remove all trees greater than 10 feet tall within a 40 foot diameter circle centered 1,604 feet from the end of Runway 6 and 60 feet right of the runway centerline as identified on **Attachment B**. Please note that these trees may be located in a wetland and the contractor shall adhere to all federal, state, and local construction requirements for construction activities within wetlands.

Area 4

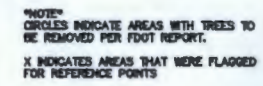
Contractor shall clear all trees greater than 10 feet tall within the clear zone identified on **Attachment C**. Please note that these trees may be located in a wetland and the contractor shall adhere to all federal, state, and local construction requirements for construction activities within wetlands.

Contractor shall also remove the tree identified as K40JT0275 on **Attachment C** which is located at Latitude 30° 03' 36.490" N, Longitude 83° 35' 11.470" W.

Area 5

Contractor shall remove all trees greater than 10 feet tall within a 40 foot diameter circle centered 1,628 feet from the end of Runway 30 and 80 feet left of the runway centerline as identified on **Attachment B**.

TREE STAKE EXHIBIT
 PERRY FOLEY AIRPORT
 TALLOR COUNTY FLORIDA



GEOLOGIC SCALE



**Engineering • Surveying • Planning
Construction Engineering Inspection**



7. **Investigations:** EKG, B
 Abnormal. L1000. B10
 10. **Diagnosis:** B10. B10
 11. **Management:** B10. B10
 12. **Follow-up:** B10. B10

Journal of Management Education 32(1)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	

[illegible][illegible]

Attachment C



ATTACHMENT D

CLEARING AND GRUBBING

DESCRIPTION

1.1 This item shall consist of clearing or clearing and grubbing, including the disposal of materials, for all areas within the limits designated on the plans or as required by the County.

Clearing shall consist of the cutting and removal of all trees, down timber, limbs, stumps, brush, logs, hedges, other loose or projecting material, and associated debris from the designated areas. The grubbing of stumps and roots will not be required. Clearing also includes the disposal of all spoil materials resulting from the clearing or otherwise associated with the project.

Clearing, when so designated, shall consist of the cutting and removal of isolated single trees or isolated groups of trees. The cutting of all the trees of this classification shall be in accordance with the requirements for the particular area being cleared, or as shown on the plans, or as directed by the County. The trees shall be considered isolated when they are 40 feet (12m) or more apart, with the exception of a small clump of approximately five trees or less.

METHODS OF TREE REMOVAL

2.1 GENERAL. The areas denoted on the plans to be cleared shall be marked by the County or their designee and shall be appropriately noted on project bid documents and specifications.

All spoil materials removed by the clearing shall be disposed of by removal to approved disposal areas or as otherwise approved in writing by the County. The manner and location of disposal materials shall be subject to County approval and shall not create unsightly or objectionable view. Surrounding vegetation and other adjacent property is not to be jeopardized. The Contractor is required to locate a disposal area outside the airport property limits at his/her own expense. If the disposal area is on private property, the contractor must provide the County with written permission from the property owner for the use of private property for this purpose.

If the plans or the specifications require the saving of merchantable timber, the contractor shall trim the limbs and tops from designated trees, saw them into suitable lengths, and make the material available for removal by the landowner or the landowners designee unless otherwise approved in writing by the landowner.

The Contractor will be responsible ensuring telephone, poles, pipelines, conduit, sewer, roadways, or any other utilities are not impacted by the tree /debris removal and if so must make arrangements with utility companies or authority which will be impacted at their own expense.

2.2 CLEARING. THE Contractor shall clear the marked or indicated areas of trees and designated objectionable materials. Trees unavoidably falling outside the specified limits must be cut up, removed, and disposed of in a satisfactory manner. In order to minimize damage to trees that are to be left standing, trees shall be felled toward the center of the area being cleared. The Contractor shall preserve and protect from injury all trees not to be removed. The trees, stumps, and brush shall be cut to a height of not more than 12 inches (300 mm) above the ground. The grubbing of stumps and roots will be as required by the landowner. not be required.

When isolated trees are designated for clearing, the trees shall be classed in accordance with the butt diameter size as measured at a point 18 inches (45 cm) above the ground level or at a designated height specified in the proposal.

The clearing of the trees, and removal of trees and associated debris shall meet the satisfaction of the County and the private landowners associated with the project.

METHOD OF MEASUREMENT

3.1 No separate measurement shall be made for Tree Removal. Payment for this work performed within the limit as shown in the contract drawings shall be at the contract lump sum price for Tree Removal.

BASIS OF BID AMOUNT & PAYMENT

4.1 Payment for Tree Removal shall be made at the contract lump sum price for Tree Removal. This price shall be full compensation for removal and disposal of debris off-site and for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete the item.

BID AMOUNT SHALL BE:

Tree Removal, Area 1 Lump Sum: _____

Tree Removal, Area 2 Lump Sum: _____

Tree Removal, Area 3 Lump Sum: _____

Tree Removal, Area 4 Lump Sum: _____

Tree Removal, Area 5 Lump Sum: _____

TOTAL SUM OF PROJECT: _____

Melody Cox

From: Bill Roberts
Sent: Tuesday, January 29, 2013 11:14 AM
To: Melody Cox
Subject: FW: Emailing: 12-0295%20FOLEY%20AIRPORT
Attachments: 12-0295%20FOLEY%20AIRPORT.pdf

From: Bill Roberts
Sent: Friday, December 07, 2012 2:28 PM
To: JCollins@AVCONINC.com
Subject: Emailing: 12-0295%20FOLEY%20AIRPORT

Survey resulting from the Statte Inspection

TREE STAKE EXHIBIT **PERRY FOLEY AIRPORT** **TAYLOR COUNTY, FLORIDA**



NOTE:
 CIRCLES INDICATE AREAS WITH TREES TO
 BE REMOVED FOR FOOT RESTRAINT.
 X INDICATES AREAS THAT WERE FLAGGED
 FOR REFERENCE POINTS



Prepared by: Engineering & Construction Services, Inc.		Project No.: 12-0280	Date: 12-02-80	Scale: 1" = 100'	Project Name: PERRY FOLEY AIRPORT TAYLOR COUNTY, FLORIDA	Client: TAYLOR COUNTY, FLORIDA	Designer: Engineering & Construction Services, Inc.	Checker: [Name]	Approver: [Name]	Title: [Title]
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Engineering & Construction Services, Inc.

1000 North Main Street, Suite 100
 Tallahassee, Florida 32301
 Phone: (904) 833-1111 • Fax: (904) 833-1112

CHW

Cousins, Hewitt, & Walcott, Inc.
 Engineering • Surveying • Planning
 Construction Engineering • Inspection

1000 North Main Street, Suite 100
 Tallahassee, Florida 32301
 Phone: (904) 833-1111 • Fax: (904) 833-1112

Melody Cox

From: Bill Roberts
Sent: Tuesday, January 29, 2013 11:09 AM
To: Melody Cox
Subject: FW: Tree penetrations 20:1 visibility surface
Attachments: 40J R18 and 36 20 to 1 penetrations1.xls; 40J 20 to 1 R18 and 36 20 to 1 penetrations.kml

-----Original Message-----

From: Bill Roberts
Sent: Monday, September 24, 2012 12:43 PM
To: JCollins@AVCONINC.com; Melody Cox
Subject: Tree penetrations 20:1 visibility surface

FYI

-----Original Message-----

From: Gary.W.Raymond@faa.gov [<mailto:Gary.W.Raymond@faa.gov>]
Sent: Monday, September 24, 2012 12:05 PM
To: Bill Roberts
Cc: Bobby.McCullar@faa.gov
Subject: Tree penetrations 20:1 visibility surface

Mr. Roberts:

Find attached an excel spreadsheet that shows some trees that the FAA has found that penetrate the 20:1 visibility surface. If the trees remain, then night IFR approaches to R18/36 will become N/A.
(See attached file: 40J R18 and 36 20 to 1 penetrations1.xls)

If you have Google earth installed on your PC, you may be able to use this file to open Google earth and zoom in on the object penetrating the 20:1 surface.
(See attached file: 40J 20 to 1 R18 and 36 20 to 1 penetrations.kml) Just double click on this file and it should open Google earth.

You have several options.

1. Remove the trees
2. Trim the trees to by the penetration in column D value plus 12' . The additional 12' is to cover a 2.5'/yr growth rate.
3. Light the trees for night operations and limit visibility to 1SM
4. Mitigate the tree penetrations through the use of VGSI (PAPI) equipment that has been flight checked and certified by FAA Flight Standards that the mitigation is allowed.

If you decide to mitigate using VGSI (PAPI) with a Glide Path Angle greater than the nominal 3.0 degree glide path for an instrument approach, and you have certification that the VGSI slope is clear. You will need to provide a letter to AFS 420 in Oklahoma City. This letter should provide the following information.

1. Date that Flight Check commissioned your PAPI.
2. Certification that the VGSI Glide slope is clear of obstructions, either from flight check or by a certified surveyor.

Mail the letter to:

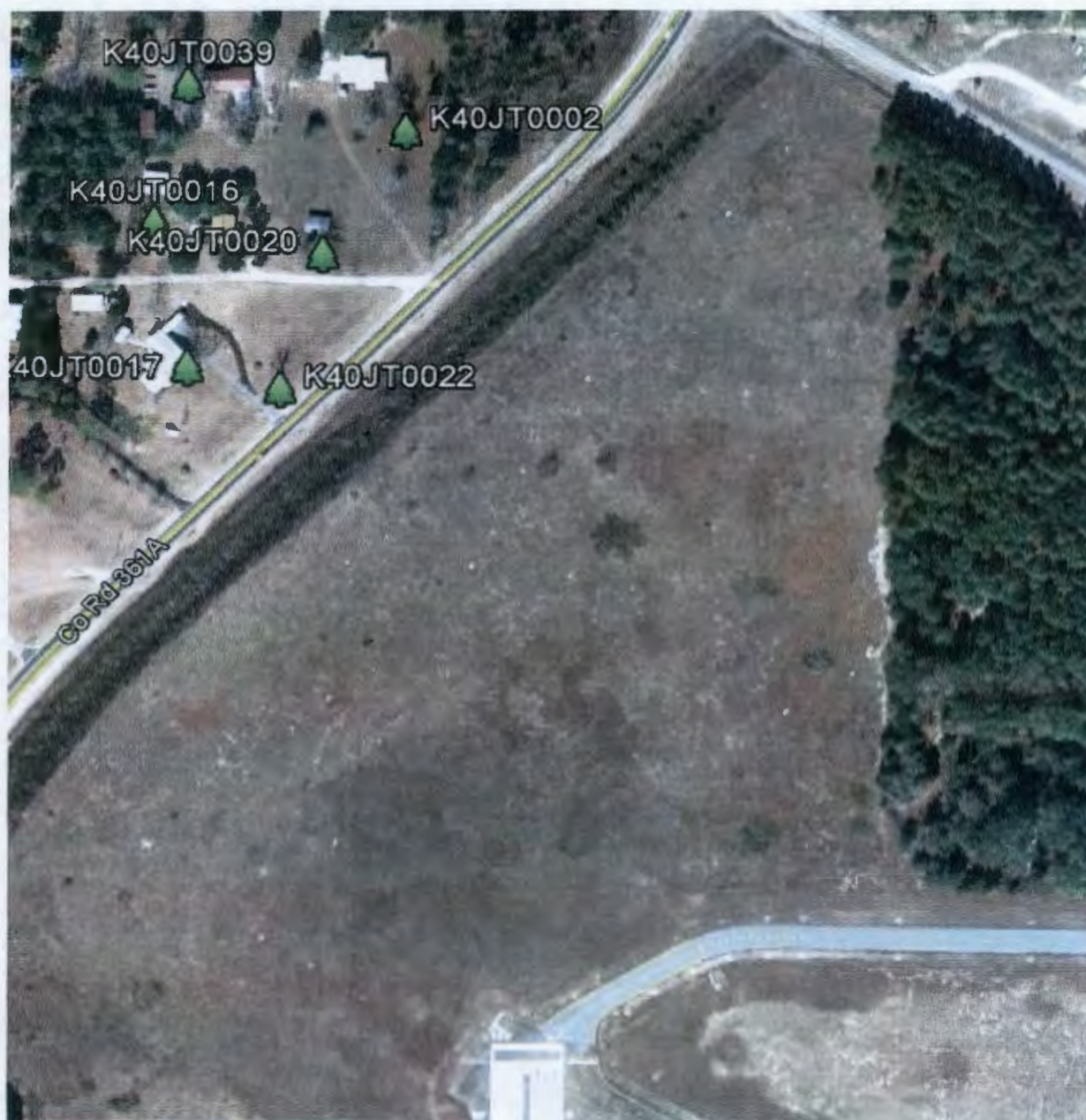
Rick Dunham or Danny Hamilton
AFS-420

Registry Bldg. 29
FAA Mike Monroney Aeronautical Center
6500 S. MacArthur Blvd.
Oklahoma City, OK
73169

If you have any questions, please give me a call.

Gary Raymond
Eastern Flight Procedures Office
404-305--5945
Cell 404-384-8692
FAX 404-305-5950/5951

K40J obstruction Issues that need to be addressed.								
Status	Descriptor	Obs Number	Penetrator	Eff MSL	MSL	Vert Acc		
40J R18	20:1 surface penetration							
OK	TREE	K40JT0017	13.32 ft	98.00 ft	98.00 ft	20.00 ft	---	---
OK	TREE	K40JT0016	10.54 ft	106.00 ft	106.00 ft	20.00 ft	---	---
OK	TREE	K40JT0022	9.90 ft	93.00 ft	93.00 ft	20.00 ft	---	---
OK	TREE	K40JT0039	6.00 ft	112.00 ft	112.00 ft	20.00 ft	---	---
OK	TREE	K40JT0020	1.76 ft	95.00 ft	95.00 ft	20.00 ft	---	---
OK	TREE	K40JT0002	1.39 ft	104.00 ft	104.00 ft	20.00 ft	---	---

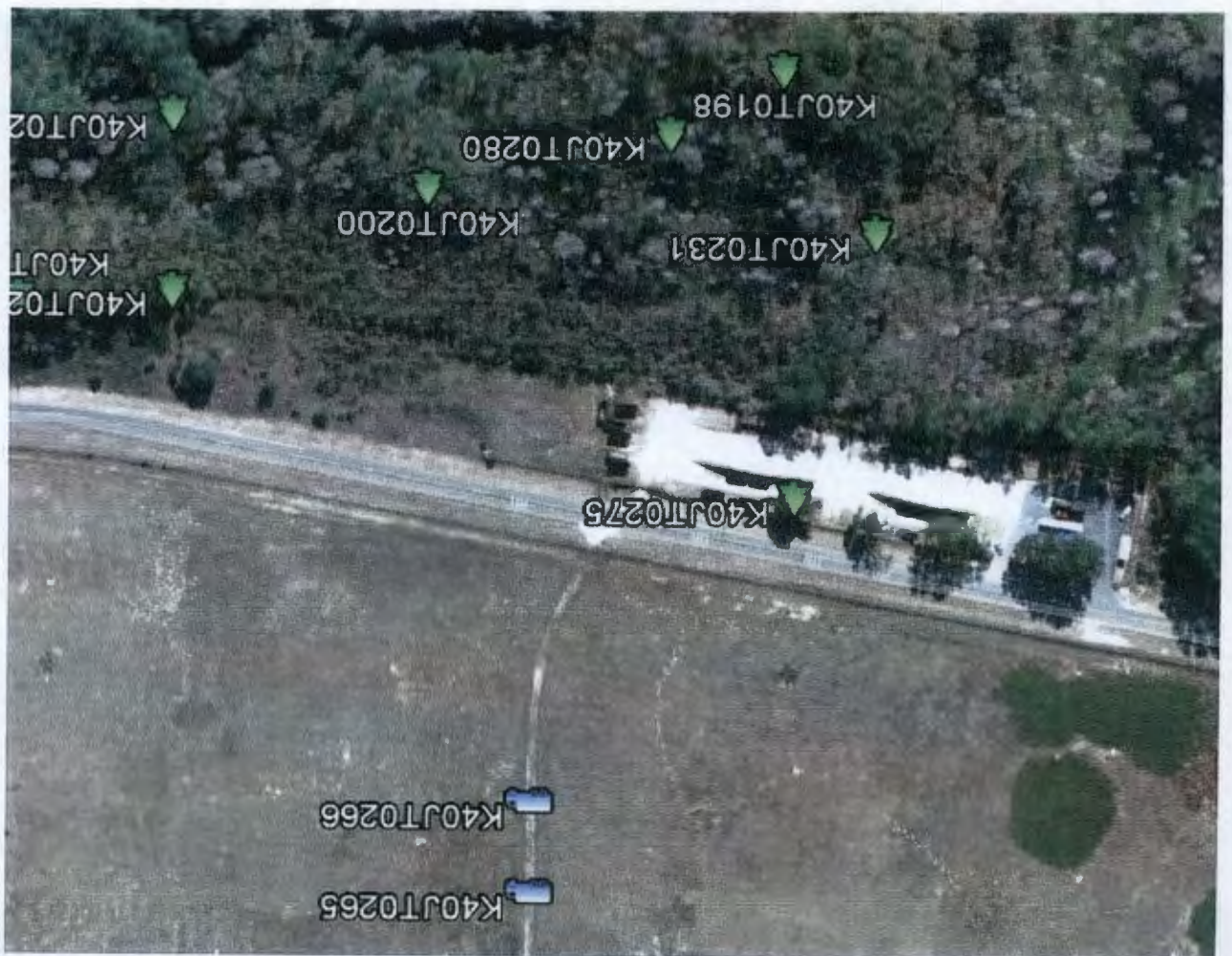




40J R36 20:1 surface penetration

OK	TREE	K40JT0203	29.29 ft	113.00 ft	113.00 ft	20.00 ft	---	---
OK	TREE	K40JT0281	20.85 ft	114.00 ft	114.00 ft	20.00 ft	---	---
OK	TREE	K40JT0281	20.85 ft	114.00 ft	114.00 ft	20.00 ft	---	---
OK	TREE	K40JT0202	17.73 ft	102.00 ft	102.00 ft	20.00 ft	---	---
OK	RD(N)	K40JT0264	14.36 ft	55.00 ft	55.00 ft	20.00 ft	---	---
OK	TREE	K40JT0238	11.37 ft	106.00 ft	106.00 ft	20.00 ft	---	---
OK	TREE	K40JT0198	10.31 ft	108.00 ft	108.00 ft	20.00 ft	---	---
OK	RD(N)	K40JT0265	5.57 ft	55.00 ft	55.00 ft	20.00 ft	---	---
OK	TREE	K40JT0200	5.48 ft	96.00 ft	96.00 ft	20.00 ft	---	---
OK	TREE	K40JT0231	2.79 ft	91.00 ft	91.00 ft	20.00 ft	---	---
OK	TREE	K40JT0275	2.30 ft	75.00 ft	75.00 ft	20.00 ft	---	---
OK	TREE	K40JT0280	1.13 ft	95.00 ft	95.00 ft	20.00 ft	---	---
OK	RD(N)	K40JT0266	0.27 ft	55.00 ft	55.00 ft	20.00 ft	---	---





Marked/Lit	Lat	Lon	Horiz Acc	Dist C/I	Offset Dist
No	30°04'44.4"	083°35'11.1"	50 ft	0.17 NM	0.08 NM
No	30°04'46.6"	083°35'11.1"	50 ft	0.21 NM	0.09 NM
No	30°04'44.1"	083°35'09.1"	50 ft	0.17 NM	0.06 NM
No	30°04'48.7"	083°35'11.1"	50 ft	0.24 NM	0.08 NM
No	30°04'46.1"	083°35'09.1"	50 ft	0.20 NM	0.05 NM
No	30°04'48.0"	083°35'07.1"	50 ft	0.23 NM	0.03 NM

The trees indicated in the table above and in the graphic on the left will need to be removed to maintain night IFR approaches.

In the table above, column D shows the amount of penetration. If you chose to trim rather than remove the tree completely, you will need to provide the site elevation and the agl height of the tree in your response. If

you remove the tree, just annotate in the Status box that the tree has been removed.

Until the trees are trimmed/removed, there will be a NOTAM issued making night IFR approaches N/A.

No	30°03'34.2'N 83°35'01.1'W 50 ft	0.17 NM	0.07 NM
No	30°03'32.3'N 83°35'00.1'W 50 ft	0.21 NM	0.09 NM
No	30°03'32.3'N 83°35'00.1'W 50 ft	0.21 NM	0.09 NM
No	30°03'34.1'N 83°35'03.1'W 50 ft	0.18 NM	0.04 NM
No	30°03'42.8'N 83°35'08.1'W 50 ft	0.03 NM	0.02 NM
No	30°03'32.0'N 83°35'03.1'W 50 ft	0.21 NM	0.04 NM
No	30°03'31.5'N 83°35'11.1'W 50 ft	0.22 NM	0.06 NM
No	30°03'41.0'N 83°35'08.1'W 50 ft	0.06 NM	0.02 NM
No	30°03'32.9'N 83°35'06.1'W 50 ft	0.20 NM	0.00 NM
No	30°03'33.4'N 83°35'12.1'W 50 ft	0.19 NM	0.08 NM
No	30°03'36.4'N 83°35'11.1'W 50 ft	0.14 NM	0.07 NM
No	30°03'32.2'N 83°35'09.1'W 50 ft	0.21 NM	0.04 NM
No	30°03'40.0'N 83°35'08.1'W 50 ft	0.08 NM	0.02 NM





The trees and three surveyed access roads indicated in the table above and in the graphic will need to be removed to maintain night approaches. For the Road Access points, inform the Flight Procedures Team that this is a closed access and they will be removed. In the table column D shows the amount of penetration chose to trim rather than remove the tree because you will need to provide the site elevation or height of the tree in your response. If you remove the tree, just annotate in the Status box that it has been removed. Until the trees are trimmed/removed there will be a NOTAM issued making night approaches N/A.



AIRPORT MASTER RECORD

> 1 ASSOC CITY: PERRY 4 STATE: FL LOC ID: 40J FAA SITE NR: 03442.*A
> 2 AIRPORT NAME: PERRY-FOLEY 5 COUNTY: TAYLOR FL
3 CBD TO AIRPORT (NM): 03 S 6 REGION/ADO: ASO/ORL 7 SECT AERO CHT: JACKSONVILLE

GENERAL

10 OWNERSHIP: PU
> 11 OWNER: TAYLOR COUNTY
> 12 ADDRESS: 201 EAST GREEN STREET
PERRY, FL 32347
> 13 PHONE NR: 850-838-3500
> 14 MANAGER: WILLIAM ROBERTS
> 15 ADDRESS: 511 INDUSTRIAL DRIVE
PERRY, FL 32348
> 16 PHONE NR: 850-838-3519
> 17 ATTENDANCE SCHEDULE:
ALL ALL 0800-1700

18 AIRPORT USE: PUBLIC
19 ARPT LAT: 30-04-09.4000N ESTIMATED
20 ARPT LONG: 083-34-50.1000W
21 ARPT ELEV: 44.0 SURVEYED
22 ACREAGE: 927
> 23 RIGHT TRAFFIC:
> 24 NON-COMM LANDING: NO
25 NPIAS/FED AGREEMENTS:NGPRY
> 26 FAR 139 INDEX:

SERVICES

> 70 FUEL: 100LL A
> 71 AIRFRAME RPRS:
> 72 PWR PLANT RPRS:
> 73 BOTTLE OXYGEN: NONE
> 74 BULK OXYGEN: NONE
75 TSNT STORAGE: TIE
76 OTHER SERVICES:
AGRI, AMB, INSTR, RNTL

FACILITIES
> 80 ARPT BCN: CG
> 81 ARPT LGT SKED: SEE RMK
> 82 UNICOM: 122.800
> 83 WIND INDICATOR: YES-L
84 SEGMENTED CIRCLE: NONE
85 CONTROL TWR: NONE
86 FSS: GAINESVILLE
87 FSS ON ARPT: NO
88 FSS PHONE NR:
89 TOLL FREE NR: 1-800-WX-BRIEF

BASED AIRCRAFT

90 SINGLE ENG: 10
91 MULTI ENG: 2
92 JET: 0
TOTAL: 12
93 HELICOPTERS: 1
94 GLIDERS: 0
95 MILITARY: 0
96 ULTRA-LIGHT: 0

OPERATIONS

100 AIR CARRIER: 0
102 AIR TAXI: 200
103 G A LOCAL: 11,000
104 G A ITNRNT: 7,000
105 MILITARY: 200
TOTAL: 18,400
OPERATIONS FOR 12
MONTHS ENDING 09/04/2009

RUNWAY DATA

> 30 RUNWAY IDENT:
> 31 LENGTH:
> 32 WIDTH:
> 33 SURF TYPE-COND:
> 34 SURF TREATMENT:
35 GROSS WT: SW
36 (IN THSDS) DW
37 DTW
38 DDTW
> 39 PCN:
LIGHTING/APCH AIDS
> 40 EDGE INTENSITY:
> 42 RWY MARK TYPE-COND:
> 43 VGSI:
44 THR CROSSING HGT:
45 VISUAL GLIDE ANGLE:
> 46 CNTRLN-TDZ:
> 47 RVR-RVV:
> 48 REIL:
> 49 APCH LIGHTS:

06/24	12/30	18/36
4,378	4,754	4,986
150	100	100
ASPH-F	ASPH-G	ASPH-G
30.0	30.0	30.0
BSC - P / BSC - P	BSC - G / BSC - G	NPI - G / NPI - G
/	P2L / P2L	P2L / P2L
/	/	/
/	4.00 / 4.00	4.00 / 4.00
- / -	- / -	N - / -
- / -	- / -	- / -
/	Y / N	N / N
/	/	/
A(V) / A(V)	B(V) / B(V)	A(NP) / A(NP)
/	/	/
TREE / TREES	TREES / TREES	TREES / TREES
/	/	/
67 / 80	53 / 80	65 / 51
1,604 / 2,534	1,265 / 1,628	1,493 / 1,212
80R / 08	250R / 80L	20R / 40L
21:1 / 29:1	20:1 / 17:1	20:1 / 20:1
N / N	N / N	N / N
/	/	/
/	/	/
/	/	/
/	/	/

OBSTRUCTION DATA

50 FAR 77 CATEGORY:
> 51 DISPLACED THR:
> 52 CTLG OBSTN:
> 53 OBSTN MARKED/LGTD:
> 54 HGT ABOVE RWY END:
> 55 DIST FROM RWY END:
> 56 CNTRLN OFFSET:
57 OBSTN CLNC SLOPE:
58 CLOSE-IN OBSTN:
DECLARED DISTANCES
> 60 TAKE OFF RUN AVBL (TORA):
> 61 TAKE OFF DIST AVBL (TODA):
> 62 ACLT STOP DIST AVBL (ASDA):
> 63 LNDG DIST AVBL (LDA):

> 1) ARPT MGR PLEASE ADVISE FSS IN ITEM 86 WHEN CHANGES OCCUR TO ITEMS PRECEDED BY >

> 110 REMARKS:

A 011 AIRPORT PHYSICAL ADDRESS: 511 INDUSTRIAL DRIVE, PERRY, FL 32348
A 042 RWY 06 RY 06/24 MARKINGS FADED.
A 042 RWY 06 1 06/24 MARKINGS FADED.
A 046 RWY 18 CNTRLN REFLECTORS RWY 18/36.
A 057 RWY 30 RY 30 END OF RY APCH SLOPE IS 20:1 DUE TO 80 FT TREES 1628 FT FROM END OF RY 80 FT L OF CNTRLN.
A 070 FUELS 24H SELF SVC WITH CREDIT CARD.
A 081 RWY APT ACTVT MRL RYS 12/30 & 18/36 AND REIL RY 12 - CTAF. PAPI RYS 12, 30, 18 & 36 OPER CONT.

111 INSPECTOR: (S) 112 LAST INSP: 09/04/2009 113 LAST INFO REQ:

State of Florida Department of Transportation
Public Transportation Office
Airport Inspection Record

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11/15/2012

http://www.florida-aviation-database.com

Facility Name: Perry-Foley Airport

Inspection Date: 10/30/2012

Facility Type: Airport

Status: Active

Inspector: Jason Myers

Runway 18

	Latitude	Longitude	Source	Slope	Marking	VGSI	REIL	Rt Traffic	Approach
18	30° 4' 34.25	83° 35' 5.94	Surveyed	20:1	NPI-G	P2L	No	No	NONE

Obstruction Data

	Close-in Obstruction	Displacement Distance	Controlling Slope	Controlling Obstruction	Marked/ Lighted	Height Above Runway	Distance From Runway	Direction From Runway End	Controlling Offset (Over)
Primary Surface	No		20:1	TREE		59 ft	1,368 ft	Before Runway End	20 ft R
Runway End									
Marked Displaced Threshold									
Required Displaced Threshold									

Runway 36

	Latitude	Longitude	Source	Slope	Marking	VGSI	REIL	Rt Traffic	Approach
36	30° 3' 44.88	83° 35' 6.7	Surveyed	22:1	NPI-G	P2L	No	No	NONE

Obstruction Data

	Close-in Obstruction	Displacement Distance	Controlling Slope	Controlling Obstruction	Marked/ Lighted	Height Above Runway	Distance From Runway	Direction From Runway End	Controlling Offset (Over)
Primary Surface	No		22:1	TREE		46 ft	1,192 ft	Before Runway End	0 ft L
Runway End									
Marked Displaced Threshold									
Required Displaced Threshold									

Primary Surface and Safety Area

Object	Latitude	Longitude	Survey/ Estimate	Distance from Centerline	Direction from Centerline	Height	Fixed by Function	Frangible	Marked	Aeronautical Study	Determination

Instrument Approach

18/36	Type	A	B	C	D	E
18	LNAV	1.00 Miles	1.00 Miles	1.75 Miles	2.00 Miles	
18	LPV	1.00 Miles	1.00 Miles	1.00 Miles		
36	LNAV	1.00 Miles	1.00 Miles	1.25 Miles	1.25 Miles	

Declared Distances

Runway	06/24	TORA	TODA	ASDA	LDA
06					
24					
Runway 12/30		TORA	TODA	ASDA	LDA
12					
30					
Runway 18/36		TORA	TODA	ASDA	LDA
18					
36					

State of Florida Department of Transportation
Public Transportation Office
Airport Inspection Record

Page 4 of 7
11/15/2012

<http://www.florida-aviation-database.com>

Facility Name: Perry-Foley Airport

Inspection Date: 10/30/2012

Facility Type: Airport

Status: Active

Inspector: Jason Myers

RWY 12

FAR 77 Category B(V).

RWY 30

FAR 77 Category B(V).

Approach ratio required is RWY 12 20:1 and RWY 30 20:1.

Primary surface required is 500 feet wide.

Transitional surface required is 0:1.

Safety area required extends 240 feet beyond each runway end.

Runway 12

	Latitude	Longitude	Source	Slope	Marking	VGSI	REIL	Rt Traffic	Approach
12	30° 4' 33.15	83° 35' 4.64	Surveyed	22:1	BSC-G	P2L	No	No	NONE

Obstruction Data

	Close-in Obstruction	Displacement Distance	Slope	Controlling Obstruction	Marked/ Lighted	Height Above Runway	Distance From Runway	Direction From Runway End	Controlling Offset (Over)
Primary Surface	No		22:1	TREES		50 ft	1,296 ft	Before Runway End	0 ft Both
Runway End									
Marked Displaced Threshold									
Required Displaced Threshold									

Runway 30

	Latitude	Longitude	Source	Slope	Marking	VGSI	REIL	Rt Traffic	Approach
30	30° 4' 8.62	83° 34' 16.8	Surveyed	23:1	BSC-G	P2L	No	No	NONE

Obstruction Data

	Close-in Obstruction	Displacement Distance	Slope	Controlling Obstruction	Marked/ Lighted	Height Above Runway	Distance From Runway	Direction From Runway End	Controlling Offset (Over)
Primary Surface	No		23:1	TREES		61 ft	1,582 ft	Before Runway End	170 ft L
Runway End									
Marked Displaced Threshold									
Required Displaced Threshold									

Primary Surface and Safety Area

Object	Latitude	Longitude	Survey/ Estimate	Distance from Centerline	Direction from Centerline	Fixed by Height	Function	Frangible	Marked	Aeronautical Study	Determination
--------	----------	-----------	---------------------	--------------------------------	---------------------------------	--------------------	----------	-----------	--------	-----------------------	---------------

Runway ID	Status	Dimension	Surface	Condition	Lights
18/36	Existing	5,010 x 100	Asph	Good	MIRL

Comments:

RWY 18

FAR 77 Category A(NP).

RWY 36

FAR 77 Category A(NP).

Approach ratio required is RWY 18 20:1 and RWY 36 20:1.

Primary surface required is 250 feet wide.

Transitional surface required is 0:1.

Safety area required extends 240 feet beyond each runway end.

http: www.florida-aviation-database.com

Facility Name: Perry-Foley Airport

Inspection Date: 10/30/2012

Facility Type: Airport

Status: Active

Inspector: Jason Myers

Runway ID	Status	Dimension	Surface	Condition	Lights
06/24	Existing	4,378 x 150	Asph	Fair	

Comments:

RWY 06

FAR 77 Category A(V).

RWY 24

FAR 77 Category A(V).

Approach ratio required is RWY 06 20:1 and RWY 24 20:1.

Primary surface required is 250 feet wide.

Transitional surface required is 0:1.

Safety area required extends 240 feet beyond each runway end.

Runway 06

	Latitude	Longitude	Source	Slope	Marking	VGSI	REIL	Rt Traffic	Approach
06	30° 3' 46.61	83° 35' 4.09	Surveyed	24:1	BSC-P	N	No	No	NONE

Obstruction Data

	Close-in Obstruction	Displacement Distance	Slope	Controlling Obstruction	Marked/ Lighted	Height Above Runway	Distance From Runway	Direction From Runway End	Controlling Offset (Over)
Primary Surface	No		24:1	TREE		60 ft	1,638 ft	Before Runway End	70 ft R

Runway End

Marked Displaced Threshold

Required Displaced Threshold

Runway 24

	Latitude	Longitude	Source	Slope	Marking	VGSI	REIL	Rt Traffic	Approach
24	30° 4' 8.11	83° 34' 20.83	Surveyed	29:1	BSC-P	N	No	No	NONE

Obstruction Data

	Close-in Obstruction	Displacement Distance	Slope	Controlling Obstruction	Marked/ Lighted	Height Above Runway	Distance From Runway	Direction From Runway End	Controlling Offset (Over)
Primary Surface	No		29:1	TREES		65 ft	2,100 ft	Before Runway End	0 ft Both

Runway End

Marked Displaced Threshold

Required Displaced Threshold

Primary Surface and Safety Area

Object	Latitude	Longitude	Survey/ Estimate	Distance		Fixed by Function	Frangible	Marked	Aeronautical Study	Determination
				from Centerline	from Centerline					

Runway ID	Status	Dimension	Surface	Condition	Lights
12/30	Existing	4,754 x 100	Asph	Good	MIRL

Comments:

State Survey

Bill,

Here are the copies that you asked for and some GPS coordinates for the areas FDOT said trees needed to be removed. If you have a hand held GPS unit, these should get you in the area where trees were marked. There is no additional fee for the copies this time. Thanks for the opportunity to work with you, and looking forward to futures opportunities.

Sincerely,

Jason Claus

Runway 36

30°03'32.60"N 83°35'13.26"W

Runway 6

30°03'36.69"N 83°35,23.85W

Runway 12

30°04'37.99"N 83°35'21.83"W

Runway 18

30°04'49.46"N 83°35'06.07"W

Runway 30

30°03'59.86"N 83°34'01.30"W

ARTICLE X. PERRY/TAYLOR COUNTY AIRPORT ZONING

Sec. 42-926. Short title.

This article shall be known and may be cited as the "Perry/Taylor County Airport Zoning Ordinance."

(Ord. No. 80-1, § 1, 2-5-1980)

Sec. 42-927. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accident potential hazard area means an area encompassing the approach zone of each runway extending out for a horizontal distance of 5,000 feet from the end of a runway in which aircraft may maneuver after takeoff or before landing and are subject to the greatest potential to crash into a structure on the ground.

Airport means the Perry-Foley Airport.

Airport elevation means the highest point of an airport's usable landing area measured in feet above mean sea level.

Airport obstruction means any structure or object of natural growth or use of land which would exceed the federal obstruction standards as contained in 14 CFR 77.21, 77.23, 77.25 and 77.28, or which obstruct the airspace required for flight of aircraft in landing and takeoff at an airport or is otherwise hazardous to such landing or takeoff of aircraft.

Airspace height means that to determine the height limits in all zones set forth in this article, the datum shall be mean sea level elevation (AMSL), unless otherwise specified.

Board of adjustment means the county airport zoning board of adjustment which shall be the board of county commissioners.

Minimum descent altitude means the lowest altitude, expressed in feet above mean sea level, to which descent is authorized on final approach or during circling-to-land maneuvering in execution of a standard instrument approach procedure where no electronic glide slope is provided.

Minimum enroute altitude means the altitude in effect between radio fixes which ensures acceptable navigational signal coverage and meets obstruction clearance requirements between those fixes.

Minimum obstruction clearance altitude means the specified altitude in effect between radio fixes on VOR airways, off-airway routes or route segments which meet obstruction clearance requirements for the entire route segment and which assures acceptable navigational signal coverage only within 22 miles of a VOR.

Nonconforming use means any preexisting structure, object of natural growth or use of land which is inconsistent with the provisions of this article or amendments thereto.

Nonprecision instrument runway means a runway having a nonprecision instrument approach procedure utilizing air navigation facilities with only horizontal guidance, or area type navigation equipment for which a straight-in nonprecision instrument approach procedure has been approved or planned, and for which no precision approach facilities are planned or indicated on a Federal Aviation Administration planning document or military service's military airport planning document.

Runway means a defined area on an airport prepared for landing and takeoff of aircraft along its length.

Structure means any object constructed or installed by man, including, but not limited to, buildings, towers, smoke stacks, utility poles and overhead transmission lines.

Visual runway means a runway intended solely for the operation of aircraft using visual approach procedures with no straight-in instrument approach procedure and no instrument designation indicated on a Federal Aviation Administration approved airport layout plan, a military services approved military airport layout plan or by any planning document submitted to the Federal Aviation Administration by competent authority.

Zoning administrator means the county projects coordinator who shall be responsible for administering this article within the county and the city clerk will be responsible for administering this article within the City of Perry.

(Ord. No. 80-1, § II, 2-5-1980)

Cross references: Definitions generally, § 1-2.

Sec. 42-928. Violation; penalties.

Each violation of this article, or of any regulation, order or ruling promulgated in this article, shall be punishable by a fine of not more than \$500.00 and/or imprisonment for not more than 60 days. Each day a violation continues to exist shall constitute a separate offense.

(Ord. No. 80-1, § IX, 2-5-1980)

Sec. 42-929. Administration and enforcement.

It shall be the duty of the zoning administrator to administer and enforce the regulations prescribed in this article within the territorial limits over which the political subdivision has zoning authority. The zoning administrator for the county shall be the county projects coordinator. In the event of any violation of the regulations contained in this article, the person responsible for such violation shall be given notice, in writing, by the zoning administrator. Such notice shall indicate the nature of the violation and the necessary action to correct or abate the violation. A copy of such notice shall be sent to the appropriate board of adjustment. An administrative official shall order discontinuance of use of land or building; removal of trees to conform with height limitations set forth in this article; removal of buildings, additions, alterations or structures; discontinuance of any work being done; or shall take any or all other action necessary to correct violations and obtain compliance with all the provisions of this article.

(Ord. No. 80-1, § V, 2-5-1980)

Cross references: Administration, ch. 2.

Sec. 42-930. Board of adjustment.

(a) The county airport zoning board of adjustment shall have and will exercise the following powers on matters relating to areas within the territorial limit of authority:

- (1) To hear and decide appeals from any order, requirement, decision or determination made by the zoning administrator in the enforcement of this article;
- (2) To hear and decide special exceptions to the terms of this article upon which such board of adjustment may be required to pass; and
- (3) To hear and decide specific variances.

The county airport zoning board of adjustment shall be the board of county commissioners.

(b) The board of adjustment shall adopt rules for its governance in harmony with the provisions of this article. Meetings of the board of adjustment shall be held at the call of the chairman and at such other times as the board of adjustment may determine. The chairman, or in his absence the acting chairman, may administer oaths and compel the attendance of witnesses. All hearings of the board of adjustment shall be public. The board of adjustment shall keep minutes of its proceedings showing the vote of each member upon each question; or if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall immediately be filed in the office of the appropriate county or city clerk.

(c) The board of adjustment shall make written findings of facts and conclusions of law giving the facts upon which it acted and its legal conclusions from such facts in reversing, affirming or modifying any order, requirement, decision or determination which comes before it under the provisions of this article.

(d) The concurring vote of a majority of the members of the board of adjustment shall be sufficient to reverse any order, requirement, decision or determination of the zoning administrator, or to decide in favor of the applicant on any matter upon which it is required to pass under this article or to effect variation of this article.

(Ord. No. 80-1, § VI, 2-5-1980)

Cross references: Boards, commissions and authorities, § 2-126 et seq.

Sec. 42-931. Appeals.

(a) Any person aggrieved or any taxpayer affected by any decision of the zoning administrator made in the administration of this article may appeal to the board of adjustment.

(b) All appeals under this article must be made within a reasonable time as provided by the rules of the board of adjustment, by filing with the zoning administrator a notice of appeal specifying the grounds thereof. The zoning administrator shall forthwith transmit to the board of adjustment all the papers constituting the record upon which the action appealed was taken.

(c) An appeal shall stay all proceedings in furtherance of the action appealed unless the zoning administrator certifies to the board of adjustment, after the notice of appeal has been filed, that by reason of the facts stated in the certificate, a stay would cause imminent peril to life or property. In such case, proceedings shall not be stayed except by order of the board of adjustment on notice to the zoning administrator and after due cause is shown.

(d) The board of adjustment shall fix a reasonable time for hearing appeals, give public notice and due notice to the interested parties and render a decision within a reasonable time. During the hearing, any party may appear in person, by agent or by attorney.

(e) The board of adjustment may, in conformity with the provisions of this article, reverse or affirm, in whole or in part, or modify the order, requirement, decision or determination, as may be appropriate.

(Ord. No. 80-1, § VII, 2-5-1980)

Sec. 42-932. Judicial review.

Any person aggrieved or any taxpayer affected by any decision of the board of adjustment, may appeal to the circuit court as provided in F.S. § 333.11.

(Ord. No. 80-1, § VIII, 2-5-1980)

Sec. 42-933. Variances.

(a) Any person desiring to erect or increase the height of any structure, or use his property not in accordance with the regulations prescribed in this article, may apply to the board of adjustment for a variance from such regulations. No application for variance to the requirements of this article may be considered by the board of adjustment unless a copy of the application has been furnished to the county zoning administrator.

(b) A variance is required for the erection, alteration or modification of any structure which would cause the structure to exceed the federal obstruction standards as contained in 14 CFR 77.21, 77.23, 77.25, 77.28 and 77.29.

(c) No variance shall be granted unless the person applying for the variance submits documentation showing compliance with the federal requirement for notification of proposed construction and a valid aeronautical evaluation submitted by each person applying for a variance.

(d) In determining whether to issue or deny a variance, the board of adjustment shall consider the following:

- (1) The nature of the terrain and height of existing structures.
- (2) Public and private interests and investments.
- (3) The character of flying operations and planned development of airports.
- (4) Federal airways as designated by the Federal Aviation Administration.
- (5) Whether the construction of the proposed structure would cause an increase in the minimum descent altitude or the decision height at the affected airport.
- (6) Technological advances.
- (7) The safety of persons on the ground and in the air.
- (8) Land use density.
- (9) The safe and efficient use of navigable airspace.

(10) The cumulative effects on navigable airspace of all existing structures, proposed structures identified in the applicable jurisdictions' comprehensive plans, and all other known proposed structures in the area.

(e) No variance shall be approved solely on the basis that such proposed structure will not exceed federal obstruction standards as contained in 14 CFR 77.21, 77.23, 77.25, 77.28 or 77.29, or any other federal aviation regulation.

(Ord. No. 80-1, § IV(2), 2-5-1980)

State law references: Variances, F.S. §§ 333.03(1)(c), 333.07(2).

Sec. 42-934. Zones and airspace height limitations.

In order to carry out the provisions of this article, there are created and established certain zones which include all of the land lying beneath the approach, transitional, horizontal and conical surfaces as they apply to a particular airport. Such zones are shown on the Perry-Foley Airport Zoning Map which is attached to this article and made a part of this article. An area located in more than one of such zones is considered to be only in the zone with the more restrictive height limitation. The various zones are established and defined as follows:

(1) *Primary zone.* An area longitudinally centered on a runway extending 200 feet beyond each end of the runway with the width so specified for each runway for the most precise approach existing or planned for either end of the runway. No structure or obstruction will be permitted within the primary zone that is not part of the landing and takeoff area and is of greater height than the nearest point on the runway centerline. The width of the primary zone is as follows:

- a. Runways 18 and 36, 500 feet.
- b. Runways 12 and 30, 500 feet.

(2) *Approach zone.* An area longitudinally centered on the extended runway centerline and extending outward from each end of the primary surface. An approach zone is designated for each runway based upon the type of approach available or planned for that runway end.

a. The inner edge of the approach zone is the same width as the primary zone and it expands uniformly to a width of:

- 1. Runways 12 and 18, 1,500 feet.
- 2. Runways 30 and 36, 3,500 feet.

b. The approach surface extends for a horizontal distance of:

- 1. Runways 12 and 18, 5,000 feet.

2. Runways 30 and 36, 10,000 feet.

c. The outer width of an approach zone to an end of a runway will be that width prescribed in this subsection for the most precise approach existing or planned for that runway end.

d. Permitted height limitation within the approach zones is the same as the runway and height at the inner edge and increases with horizontal distance outward from the inner edge as follows:

1. Runways 12 and 18, permitted height increases one foot vertically for every 20 feet horizontal distance.

2. Runways 30 and 36, permitted height increases one foot vertically for every 34 feet horizontal distance.

(3) *Transitional zone.* The area extending outward from the sides of the primary zones and approach zones connecting them to the horizontal zone. Height limits within the transitional zone are the same as the primary zone or approach zone at the boundary line where it adjoins and increases at a rate of one foot vertically for every seven feet horizontally, with the horizontal distance measured at right angles to the runway centerline and extended centerline, until the height matches the height of the horizontal zone or conical zone or for a horizontal distance of 5,000 feet from the side of the part of the precision approach zone that extends beyond the conical zone.

(4) *Horizontal zone.* The area around each civil airport with an outer boundary the perimeter of which is constructed by swinging arcs of specified radii from the center of each end of the primary zone of each airport's runway and connecting the adjacent arcs by lines tangent to those arcs. The radius of each arc is:

a. Runways 12 and 18, 5,000 feet.

b. Runways 30 and 36, 10,000 feet.

The radius of the arc specified for each end of a runway will have the same arithmetical value. The value will be the highest composite value determined for either end of the runway. When a 5,000-foot arc is encompassed by tangents connecting two adjacent 1,000-foot arcs, the 5,000-foot arc shall be disregarded on the construction of the perimeter of the horizontal zone. No structure or obstruction will be permitted in the horizontal zone that has a height greater than 150 feet above the airport height.

(5) *Conical zone.* The area extending outward from the periphery of the horizontal zone for a distance of 4,000 feet. Height limitations for structures in the conical zone are 150 feet above airport height at the inner boundary with permitted height increasing one foot vertically for every 20 feet of horizontal distance measured outward from the inner boundary to a height of 350 feet above airport height at the outer boundary.

(6) *Other areas.* In addition to the height limitations imposed in subsections (1)--(5) of this section, no structure or obstruction will be permitted within the county that would cause a minimum obstruction clearance altitude, a minimum descent altitude or a decision height to be raised.

(Ord. No. 80-1, § III, 2-5-1980)

Sec. 42-935. Land use restrictions.

(a) Notwithstanding any other provisions of this article, no use may be made of land or water within any zones established by section 42-934 in such a manner as to interfere with the operation of an airborne aircraft. The following special requirements shall apply to each permitted use:

(1) All lights or illumination used in conjunction with streets, parking, signs or use of land and structures shall be arranged and operated in such a manner that it is not misleading or dangerous to aircraft operation from a public airport or in the vicinity thereof.

(2) No operations from any type shall produce smoke, glare or other visual interference within three statute miles of any usable runway of a public airport which causes a hazard to aircraft operating from the public airport or in the vicinity thereof.

(3) No operations from any type shall produce electronic interference with navigation signals or radio communication between the airport and aircraft.

(4) Use of land within the accident potential hazard area shall prohibit high density residential use of more than eight dwelling units per acre, schools, hospitals, storage of explosive material, assemblage of large groups of people or any other use that could produce a major catastrophe as a result of an aircraft crash.

(b) Notwithstanding the preceding provisions of this section, the owner of any structure over 200 feet above ground level shall install lighting in accordance with Federal Aviation Administration Advisory Circular 70-7460-1 and amendments thereto on such structure. High intensity white obstruction lights shall be installed on a high structure which exceeds 749 feet above mean sea level. The high intensity white obstruction lights must be in accordance with Federal Aviation Administration Advisory Circular 70-7460-1 and amendments thereto.

(c) In granting any permit or variance under this article, the administrative agency or board of adjustment shall require the owner of the structure or tree in question to install, operate and maintain thereon, at his own expense, such marking and lighting as may be necessary to indicate to aircraft pilots the presence of an obstruction. Such marking and lighting shall conform to the specific standards established by rule by the state department of transportation.

(Ord. No. 80-1, § IV(1), (2), (4), 2-5-1980)

State law references: Similar provisions, F.S. § 333.07(3).

Secs. 42-936--42-965. Reserved.

4-B.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to ratify County's Administrator's signature on the 1st quarter FY 2012-2013 Small County Consolidated Waste Management Grant Payment Request.

MEETING DATE REQUESTED:

February 4, 2013

Statement of Issue: Requesting Board to ratify the County Administrator's signature on the 1st quarter FY 2012-2013 Small County Consolidated Waste Management Grant Payment Request.

Recommended Action: Ratify the County Administrator's signature on the Payment Request.

Fiscal Impact: \$19,090.00 to be reimbursed to the County. No match is required.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County received a Small County Consolidated Waste Management Grant in the amount of \$70,588.00 FY 2012-2013. We are requesting reimbursement in the amount of \$19,090.00 for the 1st quarter reporting period.

Attachments: Reimbursement Request Summary Form and support documentation.

ATTACHMENT B PAYMENT REQUEST SUMMARY FORM

Grantee: Taylor County
Mailing Address: 201 E. Green
Perry, FL 32347

Grantee's Grant Manager:

Melody Cox

Payment Request No.: 1

DEP Agreement No.: 330SC

Date Of Request: 01/28/2013

Performance

Period: 10/01/2012 - 12/31/2012

Reimbursement Amount

Requested: \$ 19,090.00

Task

No.: 1 & 2

GRANT EXPENDITURES SUMMARY SECTION

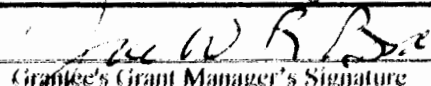
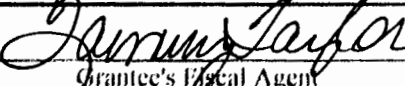
10/01/2012 - 09/30/2013

[Effective Date of Grant through End-of-Grant Period]

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS
Salaries	\$ 15,208.00	\$ 15,208.00
Fringe Benefits	\$N/A	\$N/A
Travel (if authorized)	\$N/A	\$N/A
Subcontracting:	\$	\$
Equipment Purchases	\$N/A	\$N/A
Supplies/Other Expenses	\$ 3,882.00	\$ 3,882.00
TOTAL AMOUNT	\$ 19,090.00	\$ 19,090.00
GRANT AWARD AMOUNT	\$ 70,588.00	
Less Total Cumulative Payments of:	\$ 19,090.00	
GRANT AWARD BALANCE	\$ 51,498.00	

GRANTEE CERTIFICATION

The undersigned certifies that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

	
Grantee's Grant Manager's Signature	Grantee's Fiscal Agent
Jack Brown	Tammy Taylor
Print Name	Print Name
850-838-3500 Ex. 107	850-838-3506 Ex. 122
Telephone Number	Telephone Number

1/28/13

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	330SC
Grantee Name:	Taylor County
Grantee Address:	201 E. Green St. , Perry FL 32347
Grantee's Grant Manager:	Melody Cox Telephone No.: 850-838-3553
Reporting Period:	10/01/2012 - 12/31/2012

Provide a description of what expenditures were used for and how such expenditures relate to one of the allowable items described in the Grant Agreement.

Expenditures are for Task 1- Salaries and Task 2- Waste
Tire Disposal

If expenditures were used for a specific project, include how the expenditures relate to the specific project, a description of any problems encountered and problem resolutions.

Not Applicable

Identify below, and attach copies of, any relevant work products being submitted for the project for this reporting period (e.g., photographs of equipment purchased or work accomplished, etc.)

Not Applicable

Provide actual costs to date:

Expenditure Category	Amount of Expenditures Prior to this Reporting Period	Amount of Expenditures for this Reporting Period	Total of Amount of Expenditures to Date
Salaries	0	\$15,208.00	\$15,208.00
Fringe Benefits			
Travel			
Subcontracting			
Equipment			
Supplies/Other Expenses Waste Tire	0	\$3,882.00	\$3,882.00

This report is submitted in accordance with the reporting requirements of DEP Agreement No. 330SC' and accurately reflects the activities and costs associated with the subject project.


Signature of Grantee's Grant Manager

1-28-2013
Date

TAYLOR COUNTY
1ST QUARTER REIMBURSEMENT (FY 12/13)
SMALL COUNTY SOLID WASTE GRANT
#230SC
10/01/12-12/31/12

SALARIES

Employees

Ratliff	Recycling Technician	\$ 4,617.60
Pegg	Utilities mechanic	\$ 5,242.40
Husted	HEO I	\$ 5,348.00
SUBTOTAL		\$ 15,208.00

SALARIES \$ 15,208.00

TAYLOR COUNTY
1st QUARTER REIMBURSEMENT (FY 12/13)
SMALL COUNTY SOLID WASTE GRANT
#230SC
10/01/12-12/31/12

SUPPLIES/OTHER EXPENSES Waste Tire Disposal

<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>CHECK#</u>	<u>DATE PAID</u>
Aucilla Area Solid Waste	Tire Disposal	\$ 12.00	45507	10/16/12
D. E. Barnes, Inc.	Tire Disposal	\$ 2,320.00	45514	10/16/12
D.E. Barnes, Inc.	Tire Disposal	\$ 770.50	45637	11/05/12
Aucilla Area Solid Waste	Tire Disposal	\$ 9.00	45723	11/20/12
D.E. Barnes, Inc.	Tire Disposal	\$ 757.50	45850	12/18/12
Aucilla Area Solid Waste	Tire Disposal	\$ 13.00	45839	12/18/12

SUBTOTAL \$ 3,882.00

SUPPLIES/OTHER EXPENSES TOTAL \$ 3,882.00

GRAND TOTAL \$ 19,090.00

4-C

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Requesting Board approval to hold public hearings February 19 and March 4, 2013 to discuss and receive public input regarding the upcoming funding cycle and possible grant submission for the 2019 Florida Department of Transportation (FDOT) Transportation Alternatives Program. This program was previously known as the Transportation Enhancement Program.

MEETING DATE REQUESTED:

February 4, 2013

Statement of Issue: Requesting Board approval to hold public hearings February 19 and March 4, 2013 to discuss and receive public input regarding the upcoming funding cycle and possible grant submission for the 2019 FDOT Transportation Alternative Program Enhancement Program. The Clerk's office has provided a time of 6:10 for both of the hearings if approved by the Board.

Recommended Action: Board to approve public hearings.

Fiscal Impact: It is anticipated FDOT District Two will award and divide \$5M between eighteen (18) counties for the Transportation Alternatives Program FY 2019. A cash match is not required. In kind project /grant administration services will be required. If the project requires design, engineering, and bidding services FDOT will provide these services for a portion of the funds awarded.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The FDOT Transportation Alternative Program applications are submitted five years in advance. These funds can be used for the construction of off-road pedestrian and bicycle facilities, safe routes to schools projects, trails, trailheads, walkways, and other applicable infrastructure projects. The County was awarded \$600,000 for FY 2017 for the construction of a bike lane/sidewalk from Keaton Beach Coastal Park to Dark Island Road along

CR 361 and \$275,000 FY 2018 for the construction of restrooms and trailhead amenities at Keaton Beach Coastal Park. When acquiring Keaton Beach Coastal Park, the County committed to providing a trail to the park and in the immediate area of the site.

The sidewalk along U.S. 19 N. to the Sports Complex was funded with FDOT Transportation Enhancement funds. The Hampton Springs park project was constructed with FDOT Transportation Enhancement grants in three phases.

Attachments: Information on the FY 2019 Transportation Alternatives Program.

Melody Cox

From: Bennette, Barney <Barney.Bennette@dot.state.fl.us>
Sent: Wednesday, January 23, 2013 2:01 PM
To: Daryll Gunter (Mayor, City of Perry); Jack Brown; Jack Brown; Jim Moody; Jody Devane; Malcolm Page; Melody Cox; Melody Cox; Pam Feagle; Pat Patterson; Robert Brown (City of Perry); Taylor County BOCC; Dustin Hinkel
Cc: Reichert, Joshua; Ausher, Jerry; Green, Jordan
Subject: Taylor County - Transportation Alternatives Program Solicitation for FY 2019
Attachments: Taylor County - Solicitation 2019 letter.pdf; 2019 TA Project Application.pdf

The Florida Department of Transportation is now soliciting for potential FY 2019 Transportation Alternatives Program projects. Attached for your use is an application form and letter requesting applications.

The Transportation Alternatives Program (TAP) replaces the Transportation Enhancement Program of prior years. TAP was created in 2012 under the Moving Ahead for Progress in the 21st Century Act or MAP-21. TAP projects include on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation; recreational trail program projects; safe routes to school projects; and projects for the planning, design or construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

Applications are due back to the Department by March 29, 2013

For more information on MAP-21 and the Transportation Alternatives Program, please visit the following websites:

[MAP-21](#) from FDOT

[MAP-21](#) from FHWA

[Transportation Alternatives Interim Guidance](#) from FHWA

[Q&A's](#) from FHWA

Help keep this email list current. If you'd like to be removed from further solicitations, or if you know someone that needs to be added, please reply to this email and let me know.

Barney Bennette, PE
Florida Department of Transportation, District 2
Strategic Intermodal System Coordinator
Enhancement Program Coordinator
1109 S. Marion Avenue, MS 2007
Lake City, FL 32025-5874
(386) 961-7878
barney.bennette@dot.state.fl.us
PE # 41821



Florida Department of Transportation

RICK SCOTT
GOVERNOR

1109 South Marion Avenue
Lake City, FL 32025

ANANTH PRASAD, P.E.
SECRETARY

January 23, 2013

Taylor County: Sent via e-mail

The Florida Department of Transportation is soliciting project applications for the Transportation Alternatives Program for the Work Program cycle for Fiscal Year 2019. The Transportation Alternatives Program was created in 2012 under the Moving Ahead for Progress in the 21st Century Act or MAP-21. The Transportation Alternatives Program replaces the Transportation Enhancement Program of prior years. The application form is attached.

Eligible Projects: The following types of projects are eligible for Transportation Alternatives funding:

- Provision of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, or transportation projects to achieve compliance with the Americans with Disabilities Act.
- The provision of safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
- Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users.
- Construction of turnouts, overlooks, and viewing areas.
- Inventory, control, or removal of outdoor advertising.
- Historic preservation and rehabilitation of historic transportation structures.
- Vegetation management in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control.
- Environmental mitigation activity to address stormwater management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff.
- Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.
- **The Safe Routes to School Program – A separate application form must be filled out and included with the Transportation Alternatives application. Because of the extensive nature of the Safe Routes to School application, an additional year may be needed before a Safe Routes to School project can be programmed.**

The Department receives an annual allocation of approximately \$5,000,000 in Transportation Alternatives funds per year to be disbursed among the 18 counties that make up District Two. Applications need to be submitted through the county commission. Please use a separate application for each project, and submit a **maximum of two (2) projects in addition to any Safe Routes to School project applications**. Please prioritize these projects when submitted.

For Taylor County, the following Alternatives Projects are already in the tentative FY 2013 - FY2018 work program and do not require a new application:

- | | | |
|-----------|--------------------|---|
| • 4305171 | Bike Lane/Sidewalk | CR 361 from Dark Island Dr to Keaton Beach Dr |
| • 4322581 | Trailhead | CR 361 Trailhead Keaton Beach |

Please note that projects that were previously applied for but were not programmed will need to be requested again if the project is still desired.

~~VERY IMPORTANT!!! - If ALL the Right of Way necessary to construct the project is not currently in public ownership, please do not submit an application until you speak with us.~~

The "Certification of Project Sponsor" on the last page of the application must be filled out and signed before a project will be programmed. Once an application is received it will be evaluated for constructability, financial feasibility, and prioritized. If the project is programmed the local agency will be notified and the project added to the Tentative 5-Year Work Program. If the project is not programmed but remains a priority with the local agency, then the project will need to be requested in the next solicitation cycle.

Please submit separate projects on separate application forms. Submit completed applications to me no later than **March 29, 2013**. The application may be sent by email or regular mail at the address below.

If you have any questions or comments or need further clarification, please call me at 1 (800) 749-2967, Extension 7878.

Sincerely,



Barney Bennette
Transportation Alternatives Coordinator
Florida Department of Transportation, District 2
1109 S. Marion Avenue
Mail Station 2014
Lake City, FL 32025-5874

email: barney.bennette@dot.state.fl.us.

FLORIDA DEPARTMENT OF TRANSPORTATION
**APPLICATION FOR TRANSPORTATION
ALTERNATIVES PROJECTS**

District 2
November 2012
Page 1 Of 4

Date: _____

Project Title: _____

Project Sponsor (name of city, county, state, federal agency, or MPO):

Contact _____ Title _____ Agency _____

Address _____

Phone _____ Email _____

Priority (relative to other applications submitted by the Project Sponsor) _____

Name of Applicant (If other than contact person) _____

1. Qualifying Transportation Alternatives Activities:

Check the Transportation Alternatives activity that the proposed project will address. **(Check all that apply).**

- ☐ Provision of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, or transportation projects to achieve compliance with the Americans with Disabilities Act.
- ☐ The provision of safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
- ☐ Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users.
- ☐ Construction of turnouts, overlooks, and viewing areas.
- ☐ Inventory, control, or removal of outdoor advertising.
- ☐ Historic preservation and rehabilitation of historic transportation structures.
- ☐ Vegetation management in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control.
- ☐ Environmental mitigation activity to address stormwater management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff.
- ☐ Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.
- ☐ Safe Routes to School Project - A separate SRTS application must be filled out and submitted with this application. Because of the extensive nature of the SRTS application, an additional year may be needed before an SRTS project can be programmed.

2. Project Description:

Use additional sheets as necessary to respond to the following:

- (a) Provide a clear and concise detailed description of the Transportation Alternatives project. For sidewalks and multiuse paths, include the preferred construction material, (ie. concrete or asphalt surface). Describe where the project is located, the beginning and ending termini and approximate length. For sidewalks and bike paths that parallel roads, include which side of the road it is proposed and any unique or special features such as boardwalks or bridges. Include a location map if possible.

- (b) What project phases are proposed to be funded with Transportation Alternatives funds? (Do not include work that is already complete or will be funded by other means. Check all that apply)
- ☐ Planning Studies and Activities
 - ☐ Project Development and Environmental Studies
 - ☐ Engineering and Final Plans Preparation Work
 - ☐ Right of Way Acquisition
 - ☐ Construction
 - ☐ Construction Engineering and Inspection Activities
- (c) Describe any related project work phases that are already complete or currently underway, such as planning studies, master plans, PD&E studies, engineering, surveying or plans preparation. Provide copies of this information if available
- (d) Describe the project's existing right of way ownerships. This description shall identify who owns the right of way, when the right of way was acquired (if known) and how ownership is documented (i.e. plats, deeds, prescriptions, certified surveys). Also describe if any additional right of way is required, and who will acquire and retain ownership of proposed right of way.
- (e) Summarize any special characteristics of the project and provide any other specific project information that should be considered.

3. Project Implementation Information (attach extra sheets if needed):

- (a) Describe the proposed method of performing (i.e. contract or in-house) and administering (i.e. Local Agency or FDOT) each work phase of the project. If it is proposed that the project be administered by a governmental entity other than the Department of Transportation, the agency must be certified to administer Federal Aid projects in accordance with the department's **Local Agency Program Manual** (topic no. 525-010-300).
- (b) Describe any public support of the proposed project. (Examples include: written endorsement, formal declaration, resolution, financial donations or other appropriate means).
- (c) Describe the proposed ownership and maintenance for the project when it is completed.
- (d) Matching local funds are not required, but if matching local funds are to be used, describe source of matching funds and any restrictions on availability.
- (e) Other specific implementation information that should be considered.

4. Project Cost:

What is the total estimated cost of the work requested to be funded as an Transportation Alternatives project through this application?

Planning Activities.	\$	0.00
Project Development and Environmental Studies.	\$	0.00
Engineering and Final Plans Preparation Work.	\$	0.00
Right of Way Acquisition.	\$	0.00
Construction.	\$	0.00
Construction Engineering and Inspection Activities.	\$	0.00
Other. (Describe)	\$	0.00
TOTAL:	\$	0.00

If local matching funds are proposed,
how much will be funded by FDOT and how much by local funds?

FDOT Alternatives Funds \$ 0.00+ Local Funds \$ 0.00 = Total \$ 0.00

CERTIFICATION OF PROJECT SPONSOR

I hereby certify that the proposed project herein described is supported by _____,
(municipal, county, state, federal agency, or MPO)
and that said entity will:

1. enter into a maintenance agreement with the Florida Department of Transportation;
2. comply with the Federal Uniform Relocation Assistance and Acquisition Policies Act for any Right of Way actions required for the project, and
3. support other actions necessary to fully implement the proposed project.

I further certify that the estimated costs included herein are reasonable and understand that significant increases in these costs could cause the project to be removed from the Florida Department of Transportation work program.

This project will be administered by (check **only** one):

- ☐ The applicant or sponsor using the department's Local Agency Program, or
☐ The Florida Department of Transportation

Name (please type or print)

Title

Signature

Date

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON QUARTERLY GRANT REPORTS FOR THE EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM, EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE PROGRAM, FY 2010 STATE HOMELAND SECURITY GRANT PROGRAM, AND FY 2011 STATE HOMELAND SECURITY GRANT PROGRAM, AS AGENDAED BY DUSTIN HINKEL, EM DIRECTOR..

MEETING DATE REQUESTED:

2/4/13

Statement of Issue: The County must submit a quarterly expenditure report and reimbursement request the Florida Division of Emergency Management (FDEM).

Recommended Action: Approve

Fiscal Impact: Reimbursement of \$21,568.16

Budgeted Expense: Yes

Submitted By: Dustin Hinkel, EM Director

Contact: 838-3500 ext 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The EMPA and EMPG grants fund 85% of the Department of Emergency Management. EMPA expenses are 100% reimbursable and the EMPG is a 50/50 grant.

Options:

Attachments: EMPA, EMPG, SHSGP 2ND Quarter Reimbursement Requests

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

GRANTEE: Taylor County
PO Box 620
Perry, FL 32348

(Select the quarter of submission along with year)

QUARTERLY REPORTING DUE DATES

<input type="radio"/> JANUARY 1 – MARCH 31 – Due no later than April 30,	<u>N/A</u>
<input type="radio"/> APRIL 1 – JUNE 30 – Due no later than July 31,	<u>N/A</u>
<input type="radio"/> JULY 1 – SEPTEMBER 30 – Due no later than October 31,	<u>N/A</u>
<input checked="" type="radio"/> OCTOBER 1 – DECEMBER 31 – Due no later than January 31,	<u>2012</u>

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

FINANCIAL HISTORY REPORT

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY

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

TOTAL PAYMENTS PREVIOUSLY RECEIVED _____

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

Signed: _____

Contract Manager or Financial Officer

QUARTERLY STATUS REPORT

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY

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

Staff is soliciting pricing on GIS services and web development.

(Attach additional page(s) if needed.)

TO BE COMPLETED BY FDEM STAFF

DATE SUBMITTED TO FDEM _____

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

Grantee	Payment Date
Address	Agreement #
	Payment #
Phone #	Amount

COSTS INCURRED AND PAID DURING THE PERIOD OF: 10/01/12 **through** 12/31/12

THIS MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM

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

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

Signed: 
Contract Manager or Financial Officer

TO BE COMPLETED BY DEM STAFF

AGREEMENT AMOUNT	<u>\$0.00</u>
PREVIOUS PAYMENT(S)	<u>\$0.00</u>
THIS PAYMENT	<u>\$0.00</u>
REMAINING BALANCE	<u>\$0.00</u>

TOTAL AMOUNT TO BE PAID ON THIS INVOICE
<u>\$0.00</u>

DATE SUBMITTED TO FDEM _____

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

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

(Select the quarter of submission along with year)

QUARTERLY REPORTING DUE DATES

- ☐ JANUARY 1 – MARCH 31 – Due no later than April 30, 2011
- ☐ APRIL 1 – JUNE 30 – Due no later than July 31, _____
- ☐ JULY 1 – SEPTEMBER 30 – Due no later than October 31, 2011
- ☒ OCTOBER 1 – DECEMBER 31 – Due no later than January 31, 2013

AGREEMENT # 11-DS-9Z-03-72-01-334

FINANCIAL HISTORY REPORT

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY

CUMULATIVE	TOTAL ALLOCATED	QUARTERLY FUNDS EXPENDED	CUM. FUNDS EXPENDED	REMAINING BALANCE
1. Planning Costs	\$34,798.00	\$0.00	\$0.00	\$34,798.00
2. Training Costs	\$0.00	\$0.00	\$0.00	\$0.00
3. Exercise Costs	\$15,000.00	\$0.00	\$0.00	\$15,000.00
4. Managment and Administration Costs - limited to 3% of the total	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL	\$49,798.00	\$0.00	\$0.00	\$49,798.00

TOTAL REIMBURSEMENTS RECEIVED \$0.00

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

Signed: _____

Contract Manager or Financial Officer

QUARTERLY STATUS REPORT

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED SEMI-ANNUALLY

This information must be clearly linked to the project **TIMELINE, DELIVERABLES AND THE SCOPE OF WORK.**

Report events, progress, delays, etc. that pertain to this project.

URS was selected to provide planning services for CEMP Job aide project. Staff is solciting State Term Contractors for

Continuity of Government Plan. County has contracted with DSI to provide an exercise in Quarter 3.

(Attach additional page(s) if needed.)

TO BE COMPLETED BY FDEM STAFF

DATE SUBMITTED TO FDEM _____

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

Grantee Taylor County BCC	Payment Date
Address 201 E. Green Street Perry, FL 32347	Agreement # 11-DS-9Z-03-72-01-334
	Payment #
Phone # 850-838-3500 ext 7	Amount \$49,798

COSTS INCURRED DURING THE PERIOD OF: 10/01/12 through 12/31/12

THIS MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM

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

TOTAL EXPENDITURES	\$	-
---------------------------	----	---

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

Signed: 
Contract Manager or Financial Officer

TO BE COMPLETED BY DEM STAFF

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

TOTAL AMOUNT TO BE PAID ON THIS INVOICE <u>\$0.00</u>

DATE SUBMITTED TO FDEM _____

GRANTEE:

Claim # 2

(Select the quarter of submission)

QUARTERLY REPORTING DUE DATES

July 1 – September 30 – Due no later than October 31

October 1 – December 31 - Due no later than January 31

January 1 – March 31 – Due no later than April 30

April 1 - June 30 – Due no later than July 31

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY

CUMULATIVE	TOTAL ALLOCATED	CURRENT CLAIM	CUM. FUNDS EXPENDED	REMAINING BALANCE
1. Organizational Costs	\$48,989.00	\$10,692.61	\$22,999.07	\$25,989.93
2. Planning Costs				\$0.00
3. Training Costs				\$0.00
4. Exercise Costs				\$0.00
5. Equipment Costs	\$5,930.00	\$0.00		\$5,930.00
6. Management and Administration Costs (limited to 5% of the total award)				\$0.00
TOTAL	\$54,919.00	\$10,692.61	\$22,999.07	\$31,919.93

TOTAL AMOUNT TO BE PAID ON THIS	\$10,692.61
--	--------------------

EMPG MATCH

Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds. NOTE: If the amount entered below is NOT EMPA, provide appropriate back-up/supporting documentation.

MATCH	EMPA	LOCAL	IN-KIND	OTHER NON-FEDERAL
	\$54,919.00			

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

Signed!

Contract Manager or Financial Officer 201 E. GREEN ST.
PERRY, FL 32347

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

Date _____

QUARTERLY STATUS REPORT

This information must be clearly linked to the project TIMELINE, DELIVERABLES AND THE SCOPE OF WORK.

Report events, progress, delays, etc. that pertain to this project.

(Attach additional page(s) if needed.)

THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY FINANCIAL PAYMENT

Total EMPG (Federal) Amount	
Prior Payments	
This Payment	
Unexpended Funds	

**EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT
DETAIL OF CLAIMS
FORM 2**

CATEGORY # 1

(Please use one form per category. Pick from the below 1-6)

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

County Taylor Costs Incurred During the Period of: 10 / 1 / 12 to 12 / 31 / 12 Claim Number: 2

Vendor	Briefly Describe Item and its EM Purpose	Date Received / Date of Services	Date Paid	Check Number	Amount	AEI# (if applicable)
Steve Spradley	Salary and Benefits	10/17/2012	10/17/2012		\$2,378.73	
Steve Spradley	Salary and Benefits	11/1/2012	11/1/2012		\$1,182.26	
Steve Spradley	Salary and Benefits	11/15/2012	11/15/2012		\$2,378.73	
Steve Spradley	Salary and Benefits	11/29/2012	11/29/2012		\$1,191.90	
Steve Spradley	Salary and Benefits	12/12/2012	12/12/2012		\$1,182.26	
Steve Spradley	Salary and Benefits	12/26/2012	12/26/2012		\$2,378.73	

Total Costs Charged to this Grant

\$10,692.61

EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM - BASE GRANT
Form 2 (if applicable)
DETAIL OF CLAIMS
ORGANIZATIONAL / SALARIES AND BENEFITS COSTS

SALARY DEFINITION: The cash compensation for services rendered by a regular employee in an established position for a specific period of time.

County Taylor Costs Incurred During the Period of: 10 / 01 / 12 to 12 / 31 / 12 Claim Number: 2

Name of Employees	Job Title	% of Time Charged to this Grant	Salary \$ Charged to this Grant	Fringe Benefits \$ Charged to this Grant
Steve Spradley	EM Coordinator	100%	\$6,545.88	\$4,146.73
TOTALS			\$6,545.88	\$4,146.73
Total Salaries and Benefits Charged to this Grant				\$10,692.61

DIVISION OF EMERGENCY MANAGEMENT
Taylor COUNTY
 FY 2012-2013
 FOR EMPG FUNDED EMPLOYEES ONLY
 FORM 3

EMPG Staffing Detail

Name & Position Title [1]	Approx # of hrs/Week Devoted to EM Activities [2]	Annual Total Salaries & Benefits by position [3]	% EMPG Base Grant (Federal) [4]
Stephen Spradley, EM Coordinator	40	\$ 49,942.34	100%

EMPG Training

Has the employee received certificate/completed the following: (yes or no)				
NIMS IS 100	NIMS IS 200	NIMS IS 700	NIMS IS 800	FEMA Professional Development Series
Yes	Yes	Yes	Yes	Yes

DIRECTIONS STAFFING DETAIL:

1. In column 1 list titles and name of ALL EMPG funded staff
2. Complete column 2 for each position.
3. In column 3 list total anticipated annual amount of Salaries and Benefits to be paid for each position.
4. In column 4, provide the funding distribution (%) for the amount in column 3.

EMPG Exercise(s) Per Quarter

Name & Position Title [1]	Date [2]	Description of Exercise [3]

DIRECTIONS:

1. In column 1, list name and titles of Emergency Management staff that is funded with EMPG
2. In column 2, date of Exercise(s) employee participated in
3. In column 3, a brief description of the exercise(s) EMPG employee participated in

SUNGARD PENTAMATION, INC.
DATE: 01/22/2013
TIME: 15:24:59

TAYLOR COUNTY BOARD OF COMMISSIONERS
CONCISE CHECK HISTORY REPORT

PAGE NUMBER: 1
MODULE NUM: PAYPRO53

SELECTION CRITERIA: employee.l_name='SPRADLEY' and checkhis.iss_date between '20121001 00:00:00. 0' and '20121231 00:00:00. 0'

EARNINGS				DEDUCTIONS					
CODE	TITLE	HOURS	AMOUNT ORGN	PROJECT	CLASS	CODE	TITLE	AMOUNT	EMPLOYER
CHECK NUMBER - V5016130 CHECK DATE - 10/05/2012 TRANS DATE - 09/30/2012									
EMPLOYEE - 306 STEPHEN L. SPRADLEY									
001	REG PAY	80.00	1,059.20	EMC		*FI	FICA	39.19	57.86
						*FM	MEDICARE	13.53	13.53
						*FT	FEDERAL	47.50	.00
						1015	RETIREMENT	.00	16.95
						1104	HEALTH-PT	90.82	.00
						1701	DENTAL-PT	35.23	.00
						9999	DIR DEP	832.93	.00
								1,059.20	88.34
TOTAL CHECK 80.00 1,059.20									
.00 VOUCHER									
CHECK NUMBER - V5016229 CHECK DATE - 10/19/2012 TRANS DATE - 10/14/2012									
EMPLOYEE - 306 STEPHEN L. SPRADLEY									
001	REG PAY	80.00	1,090.98	EMC		*FI	FICA	40.53	59.83
						*FM	MEDICARE	13.99	13.99
						*FT	FEDERAL	50.68	.00
						1015	RETIREMENT	.00	17.46
						1100	HEALTH	.00	631.67
						1103	HEALTH	.00	560.90
						1107	HEALTH-PT	90.82	.00
						1402	LIFE INS.	.00	3.90
						1705	DENTAL-PT	35.23	.00
						9999	DIR DEP	859.73	.00
								1,090.98	1,287.75
TOTAL CHECK 80.00 1,090.98									
.00 VOUCHER									
CHECK NUMBER - V5016325 CHECK DATE - 11/02/2012 TRANS DATE - 10/28/2012									
EMPLOYEE - 306 STEPHEN L. SPRADLEY									
001	REG PAY	80.00	1,090.98	EMC		*FI	FICA	40.53	59.83
						*FM	MEDICARE	13.99	13.99
						*FT	FEDERAL	50.68	.00
						1015	RETIREMENT	.00	17.46
						1104	HEALTH-PT	90.82	.00
						1701	DENTAL-PT	35.23	.00
						9999	DIR DEP	859.73	.00
								1,090.98	91.28
TOTAL CHECK 80.00 1,090.98									
.00 VOUCHER									
CHECK NUMBER - V5016420 CHECK DATE - 11/16/2012 TRANS DATE - 11/11/2012									
EMPLOYEE - 306 STEPHEN L. SPRADLEY									
001	REG PAY	80.00	1,090.98	EMC		*FI	FICA	40.53	59.83
						*FM	MEDICARE	13.99	13.99
						*FT	FEDERAL	50.68	.00
						1015	RETIREMENT	.00	17.46
						1100	HEALTH	.00	631.67
						1103	HEALTH	.00	560.90
						1107	HEALTH-PT	90.82	.00
						1402	LIFE INS.	.00	3.90
						1705	DENTAL-PT	35.23	.00
						9999	DIR DEP	859.73	.00
								1,090.98	1,287.75
TOTAL CHECK 80.00 1,090.98									
.00 VOUCHER									

PAID
QTR #1

SUNGARD PENTAMATION, INC.
DATE: 01/22/2013
TIME: 15:24:59

TAYLOR COUNTY BOARD OF COMMISSIONERS
CONCISE CHECK HISTORY REPORT

PAGE NUMBER: 2
MODULE NUM: PAYPRO53

SELECTION CRITERIA: employee.l_name='SPRADLEY' and checkhis.iss_date between '20121001 00:00:00. 0' and '20121231 00:00:00. 0'

-----EARNINGS-----				-----DEDUCTIONS-----					
CODE	TITLE	HOURS	AMOUNT ORGN	PROJECT	CLASS	CODE	TITLE	AMOUNT	EMPLOYER
CHECK NUMBER - V5016516 CHECK DATE - 11/30/2012 TRANS DATE - 11/25/2012									
✓	EMPLOYEE - 306		STEPHEN L. SPRADLEY						
001	REG PAY	40.00	545.49		EMC	*FI	FICA	45.82	67.64
003	HOLIDAY	24.00	327.29		EMC	*FM	MEDICARE	15.82	15.82
020	SICK	16.00	218.20		EMC	*FT	FEDERAL	63.28	.00
						1015	RETIREMENT	.00	17.46
						9999	DIR DEP	966.06	.00
TOTAL CHECK		80.00	1,090.98					1,090.98	100.92
	.00 VOUCHER								
CHECK NUMBER - V5016613 CHECK DATE - 12/14/2012 TRANS DATE - 12/09/2012									
✓	EMPLOYEE - 306		STEPHEN L. SPRADLEY						
001	REG PAY	80.00	1,090.98		EMC	*FI	FICA	40.53	59.83
						*FM	MEDICARE	13.99	13.99
						*FT	FEDERAL	50.68	.00
						1015	RETIREMENT	.00	17.46
						1104	HEALTH-PT	90.82	.00
						1701	DENTAL-PT	35.23	.00
						9999	DIR DEP	859.73	.00
TOTAL CHECK		80.00	1,090.98					1,090.98	91.28
	.00 VOUCHER								
CHECK NUMBER - V5016710 CHECK DATE - 12/28/2012 TRANS DATE - 12/23/2012									
	EMPLOYEE - 306		STEPHEN L. SPRADLEY						
001	REG PAY	80.00	1,090.98		EMC	*FI	FICA	40.53	59.83
						*FM	MEDICARE	13.99	13.99
						*FT	FEDERAL	50.68	.00
						1015	RETIREMENT	.00	17.46
						1100	HEALTH	.00	631.67
						1103	HEALTH	.00	560.90
						1107	HEALTH-PT	90.82	.00
						1402	LIFE INS.	.00	3.90
						1705	DENTAL-PT	35.23	.00
						9999	DIR DEP	859.73	.00
TOTAL CHECK		80.00	1,090.98					1,090.98	1,287.75
	.00 VOUCHER								
TOTAL VOID .00 .00 .00 .00									
TOTAL MANUAL .00 .00 .00 .00									
TOTAL REGULAR 560.00 7,605.08 7,605.08 4,235.07									
TOTAL REPORT 560.00 7,605.08 7,605.08 4,235.07									

SUNGARD PENTAMATION, INC.
DATE: 01/22/2013
TIME: 15:24:59

TAYLOR COUNTY BOARD OF COMMISSIONERS
CONCISE CHECK HISTORY REPORT

PAGE NUMBER: 3
MODULE NUM: PAYPRO53

SELECTION CRITERIA: employee.l_name='SPRADLEY' and checkhis.iss_date between '20121001 00:00:00. 0' and '20121231 00:00:00. 0'

PAY CODE SUMMARY

CODE	TITLE	TOTAL AMOUNT
001	REG PAY	7,059.59
003	HOLIDAY	327.29
020	SICK	218.20
TOTAL:		7,605.08

SUNGARD PENTAMATION, INC.
DATE: 01/22/2013
TIME: 15:24:59

TAYLOR COUNTY BOARD OF COMMISSIONERS
CONCISE CHECK HISTORY REPORT

PAGE NUMBER: 4
MODULE NUM: PAYPRO53

SELECTION CRITERIA: employee.l_name='SPRADLEY' and checkhis.iss_date between '20121001 00:00:00. 0' and '20121231 00:00:00. 0'

DEDUCTION SUMMARY

CODE	TITLE	EMPLOYEE DEDUCTION	EMPLOYER CONTRIBUTION	DEDUCTION GROSS AMOUNT	FRINGE GROSS AMOUNT
*FI	FICA	287.66	424.65	6,848.78	6,848.78
*FM	MEDICARE	99.30	99.30	6,848.78	6,848.78
*FT	FEDERAL TAX	364.18	.00	6,848.78	.00
1015	RETIREMENT	.00	121.71	7,605.08	7,605.08
1100	HEALTH	.00	1,895.01	3,272.94	3,272.94
1103	HEALTH	.00	1,682.70	3,272.94	3,272.94
1104	HEALTH-PT	272.46	.00	3,241.16	3,241.16
1107	HEALTH-PT	272.46	.00	3,272.94	3,272.94
1402	LIFE INS.	.00	11.70	3,272.94	3,272.94
1701	DENTAL-PT	105.69	.00	3,241.16	3,241.16
1705	DENTAL-PT	105.69	.00	3,272.94	3,272.94
9999	DIR DEP	6,097.64	.00	7,605.08	.00
TOTALS:		7,605.08	4,235.07		



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

TIME SHEET

Employee Name: Stephen L. Spradley Title: EM Coordinator

Payroll Period: 10/1/12 To: 10/14/12 Status: Full Time

Department: Emergency Management Supervisor: Dustin Hinkel

	DATE	REG	OT	SS	V	C	P	H	DF	J	A	D	ED	LWP	FML
Mon	10/1	8													
Tue	10/2	8													
Wed	10/3	8													
Thu	10/4	8													
Fri	10/5	8													
Sat															
Sun															
Mon	10/8	8													
Tue	10/9	8													
Wed	10/10	8													
Thu	10/11	8													
Fri	10/12	8													
Sat															
Sun															

TOTAL REG

80	80														
----	----	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Assignments / Absences															

Sick	Annual	Comp Time	Personal	DF
	0	0		

Explanation

OT	Overtime	A	Accident on Duty	LA	Leave of Absence	LWP	Leave W/O Pay
OC	Out of Class	C	Comp Time Used	SF	Sickness in Family	FMLA	Family Medical Leave
DTE	Disc. Time Earned	DF	Death in Family	SS	Self Sickness	J	Jury Duty
DTU	Disc. Time Used	H	Holiday	AD	Administrative	ED	Excused (other)
P	Personal Day	V	Vacation	X	Unexcused Absence	D	Discipline

Stephen L. Spradley
Employee Signature

Dustin Hinkel
Supervisor Signature

Date: 10/12/2012



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

TIME SHEETEmployee Name: Stephen L. Spradley Title: EM CoordinatorPayroll Period: 10/15/12 To: 10/28/12 Status: Full TimeDepartment: Emergency Management Supervisor: Dustin Hinkel

Mon	10/15	8													
Tue	10/16	8													
Wed	10/17	8													
Thu	10/18	8													
Fri	10/19	8													
Sat															
Sun															
Mon	10/22	8													
Tue	10/23	8													
Wed	10/24	8													
Thu	10/25	8													
Fri	10/26	8													
Sat															
Sun															

TOTAL	REG														
80	80														

Sick	Annual	Comp Time	Personal	DF
	0	0		

Explanation

OT	Overtime	A	Accident on Duty	LA	Leave of Absence	LWP	Leave W/O Pay
OC	Out of Class	C	Comp Time Used	SF	Sickness in Family	FMLA	Family Medical Leave
DTE	Disc. Time Earned	DF	Death in Family	SS	Self Sickness	J	Jury Duty
DTU	Disc. Time Used	H	Holiday	AD	Administrative	ED	Excused (other)
P	Personal Day	V	Vacation	X	Unexcused Absence	D	Discipline

Stephen L. Spradley
Employee Signature

Dustin Hinkel
Supervisor Signature

Date: 10/26/2012

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

TIME SHEET

Employee Name: Stephen L. Spradley **Title:** EM Coordinator

Payroll Period: 11/12/12 **To:** 11/25/12 **Status:** Full Time

Department: Emergency Management **Supervisor:** Dustin Hinkel

Mon	11/12						8							
Tue	11/13	8												
Wed	11/14	8												
Thu	11/15			8										
Fri	11/16			8										
Sat														
Sun														
Mon	11/19	8												
Tue	11/20	8												
Wed	11/21	8												
Thu	11/22						8							
Fri	11/23						8							
Sat														
Sun														

TOTAL		REG		SS		H								
80	40		16				24							


11/15 - 11/16	SF	Wife In Hospital	16
11/12 - 11/25	H	Holiday	24

	Sick	Annual	Comp Time	Personal	DF
		0	0		

Explanation

OT	Overtime	A	Accident on Duty	LA	Leave of Absence	LWP	Leave W/O Pay
OC	Out of Class	C	Comp Time Used	SF	Sickness in Family	FMLA	Family Medical Leave
DTE	Disc. Time Earned	DF	Death in Family	SS	Self Sickness	J	Jury Duty
DTU	Disc. Time Used	H	Holiday	AD	Administrative	ED	Excused (other)
P	Personal Day	V	Vacation	X	Unexcused Absence	D	Discipline

Stephen S. Spindler
Employee Signature


Supervisor Signature

Date: 11/19/2012



**TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
LEAVE REQUEST**

Employees should consult their personnel manual concerning rules and regulations pertaining to the type of leave requested

TYPE OF LEAVE REQUESTED (in the case of sick leave taken because of unexpected illness, this form should be completed immediately upon the employees return to work)

ANNUAL: <input type="checkbox"/>	FUNERAL: <input type="checkbox"/>
SICK: <input checked="" type="checkbox"/>	COMP TIME: <input type="checkbox"/>
PERSONAL DAY: <input type="checkbox"/>	FAMILY & MEDICAL LEAVE: <input type="checkbox"/>
JURY DUTY: <input type="checkbox"/>	WORKERS COMP RELATED: <input type="checkbox"/>
EXCUSED (OTHER): <input type="checkbox"/>	DISCIPLINE: <input type="checkbox"/>
ACCIDENT ON DUTY: <input type="checkbox"/>	LEAVE WITHOUT PAY: <input type="checkbox"/>

DATE:	11/15/12	11/16/12
TYPE:	SICK	SICK
HOURS:	8	8

DATE:		
TYPE:		
HOURS:		

Total number of working hours: 16

In case of emergency, I can be reached at:

SUPERVISOR MUST CHECK BOX: Excused: ☒ Unexcused: ☐

Signed: *Stephen L. Spradley*
Stephen L. Spradley

Date: 11/19/2012

Approved: *Dustin Hinkel*
Dustin Hinkel

Date: 11/19/2012

TO BE COMPLETED BY THE EMPLOYEES DEPARTMENT AT THE TIME OF THE REQUEST

Available leave balance as of request date: 0

You Have: 0 hours of annual leave remaining.

You Have: 0 personal days remaining.

You Have: 48 hours of accrued sick leave.

Verified by: _____
Human Resources Director

***ADVANCED APPROVAL CONTINGENT UPON AVAILABILITY OF LEAVE ON REQUESTED DATES**



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

TIME SHEETEmployee Name: Stephen L. Spradley Title: EM CoordinatorPayroll Period: 11/26/12 To: 12/9/12 Status: Full TimeDepartment: Emergency Management Supervisor: Dustin Hinkel

Mon	11/26	8													
Tue	11/27	8													
Wed	11/28	8													
Thu	11/29	8													
Fri	11/30	8													
Sat															
Sun															
Mon	12/3	8													
Tue	12/4	8													
Wed	12/5	8													
Thu	12/6	8													
Fri	12/7	8													
Sat															
Sun															

TOTAL REG

80	80														
----	----	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Sick	Annual	Comp Time	Personal	DF
	0	0		

Explanation

OT	Overtime	A	Accident on Duty	LA	Leave of Absence	LWP	Leave W/O Pay
OC	Out of Class	C	Comp Time Used	SF	Sickness in Family	FMLA	Family Medical Leave
DTE	Disc. Time Earned	DF	Death in Family	SS	Self Sickness	J	Jury Duty
DTU	Disc. Time Used	H	Holiday	AD	Administrative	ED	Excused (other)
P	Personal Day	V	Vacation	X	Unexcused Absence	D	Discipline

Stephen L. Spradley
Employee Signature

Dustin Hinkel
Supervisor Signature

Date: 12/7/2012



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

TIME SHEETEmployee Name: Stephen L. Spradley Title: EM CoordinatorPayroll Period: 12/10/12 To: 12/23/12 Status: Full TimeDepartment: Emergency Management Supervisor: Dustin Hinkel

Mon	12/10	8																	
Tue	12/11	8																	
Wed	12/12	8																	
Thu	12/13	8																	
Fri	12/14	8																	
Sat																			
Sun																			
Mon	12/17	8																	
Tue	12/18	8																	
Wed	12/19	8																	
Thu	12/20	8																	
Fri	12/21	8																	
Sat																			
Sun																			

TOTAL	REG																		
80	80																		

Sick	Annual	Comp Time	Personal	DF
	0	0		

Explanation

OT	Overtime	A	Accident on Duty	LA	Leave of Absence	LWP	Leave W/O Pay
OC	Out of Class	C	Comp Time Used	SF	Sickness in Family	FMLA	Family Medical Leave
DTE	Disc. Time Earned	DF	Death in Family	SS	Self Sickness	J	Jury Duty
DTU	Disc. Time Used	H	Holiday	AD	Administrative	ED	Excused (other)
P	Personal Day	V	Vacation	X	Unexcused Absence	D	Discipline

Stephen L. Spradley
Employee Signature

Dustin Hinkel
Supervisor Signature

Date: 12/19/2012



Employee Name: Stephen L. Spradley **Title:** EM Coordinator

Payroll Period: 12/24/12 **To:** 1/6/13 **Status:** Full Time

Department: Emergency Management **Supervisor:** Dustin Hinkel


Supervisor Signature

Date: 1/3/2013

DIVISION OF EMERGENCY MANAGEMENT
EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE GRANT - EMPA BASE GRANT
QUARTERLY FINANCIAL REPORT

Form 1

GRANTEE:

Claim # 2

County Name:

Taylor

Address:

P.O. Box 620

Perry, FL 32348

(Select the quarter of submission)

QUARTERLY REPORTING DUE DATES

Point of Contact:

Dustin Hinkel

Telephone #:

850-838-3500x7

AGREEMENT #

13-BG-83-03-72-01-062

July 1 - September 30 - Due no later than October 31

October 1 - December 31 - Due no later than January 31

January 1 - March 31 - Due no later than April 30

April 1 - June 30 - Due no later than July 31

X

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY

CUMULATIVE	TOTAL ALLOCATED	CURRENT CLAIM	CUM. FUNDS EXPENDED	REMAINING BALANCE
1. Salary and Benefits	\$20,149.00	\$4,630.09	\$10,064.21	\$15,518.91
2. Other Personal /Contractual Services	\$0.00		\$0.00	\$0.00
3. Expenses	\$66,935.00	\$6,245.46	\$12,259.32	\$60,689.54
4. Operating Capital Outlay (OCO)	\$18,722.00		\$0.00	\$18,722.00
5. Fixed Capital Outlay (FCO)	\$0.00		\$0.00	\$0.00
TOTAL	\$105,806.00	\$10,875.55	\$22,323.53	\$94,930.45

TOTAL AMOUNT TO BE PAID ON THIS

\$10,875.55

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

Signed:

Contract Manager or Financial Officer

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

Date

QUARTERLY STATUS REPORT

This information must be clearly linked to the project **TIMELINE, DELIVERABLES AND THE SCOPE OF WORK.**

Report events, progress, delays, etc. that pertain to this project.

(Attach additional page(s) if needed.)

THIS SECTION BELOW IS TO BE COMPLETED BY DEM WITH EACH QUARTERLY FINANCIAL PAYMENT

Total EMPA (State) Amount	
Prior Payments	
This Payment	
Unexpended Funds	

EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE PROGRAM

Form 2

DETAIL OF CLAIMS

1. SALARIES AND BENEFITS COSTS

County Taylor Costs Incurred During the Period of: 10 / 1 / 12 to 12 / 31 / 12 Claim Number: 2

Name of Employees	Job Title	% of Time Charged to this Grant	Salary \$ Charged to this Grant	Fringe Benefits \$ Charged to this Grant
Dustin Hinkel	EM Director	33%	\$3,608.03	\$1,022.06
TOTALS			\$3,608.03	\$1,022.06
Total Salaries and Benefits Charged to this Grant				\$4,630.09

EMERGENCY MANAGEMENT PREPAREDNESS AND ASSISTANCE PROGRAM

Form 3

2.-5. DETAIL OF CLAIMS

CATEGORY # 3

(Please use only one form per category. Pick from 2.-5.)

2. Other Personal/Contractual Services (OPS)

3. Expenses

4. Operating Capital Outlay (OCO)

5. Fixed Capital Outlay (FCO)

County Taylor Costs Incurred During the Period of: 10 / 01 / 12 to 12 / 31 / 12 Claim Number: 2

Vendor	Briefly Describe Services Provided for EM	Date Received / Date of Services	Date Paid	Check Number	Amount
Stephen Spradley	Hotel Reimbursement	11/5/2012	11/5/13	45678	\$287.00
Fairpoint Communications	EOC Phones	10/10/2012	10/10/12	45492	\$440.99
Verizon	Cell Phones	10/16/2012	10/16/12	45594	\$253.17
NI Government	Satellite Phones	10/16/2012	10/16/12	45584	\$63.42
Robert Hooker	Radio Install	11/5/2012	11/5/12	45676	\$159.99
First Communications	Radio Repeater	11/5/2012	11/5/12	45647	\$920.00
Fairpoint Communications	EOC Phones	11/8/2012	11/8/12	45690	\$433.52
Comcast	Cable Service	11/8/2012	11/8/12	45693	\$3.98
Verizon	Cell Phones	11/20/2012	11/20/12	45792	\$281.71
NI Government	Satellite Phones	11/20/2012	11/20/12	45764	\$63.42
Comcast	Cable Service	12/13/2012	12/13/12	45818	\$3.98
Fairpoint Communications	EOC Phones	12/13/2012	12/13/12	45812	\$428.00
NI Government	Satellite Phones	12/18/2012	12/18/12	45893	\$63.42
Cox Electronics	Radio Cable	12/18/2012	12/18/12	45849	\$106.99
Progress Energy	EOC Electric	11/5/2010	11/5/12	45674	\$265.95
City of Perry	Water	11/8/2012	11/8/12	45692	\$25.06
City of Perry	Water	12/13/2012	12/13/12	45817	\$25.52
Progress Energy	EOC Electric	12/13/2012	12/13/12	45825	\$255.34
Live Oak Pest	Pest Control	11/20/2012	11/20/12	45757	\$30.00

Live Oak Pest	Pest Control	12/18/2012	12/18/12	45885	\$30.00
Perry Newspapers	RFP AD	12/18/2012	12/18/12	45901	\$136.96
Toshiba America	Copier Expense	10/3/2012	10/3/12	45683	\$263.12
County Inventory Billing	EOC Gen Operating Supplies	10/23/2012	10/23/12	I1023001	\$57.66
County Inventory Billing	Safety Products	10/23/2012	10/23/12	I1023001	\$6.10
IAEM	Dues Hinkel	10/16/2012	10/16/12	45571	\$180.00
FEDEX	CEMP Manuals	10/26/2012	11/5/12	45646	\$457.77
FEPA	Hinkel Conference Registration	11/29/2012	11/29/12	45801	\$250.00
FEPA	Spradley Membership	12/18/2012	12/18/12	45862	\$75.00
Taylor County Signs	Re Entry Tags	12/18/2012	12/18/12	45921	\$472.00
FEDEX	CEMP Manuals	12/18/2012	12/18/12	45861	\$205.39
Total					\$6,245.46

EMPA Allocation = 33%

SUNGARD PENTAMATION, INC.
DATE: 01/22/2013
TIME: 16:08:35

TAYLOR COUNTY BOARD OF COMMISSIONERS
CONCISE CHECK HISTORY REPORT

PAGE NUMBER: 1
MODULE NUM: PAYPROS3

SELECTION CRITERIA: employee.empl_no=261 and checkhis.iss_date between '20121001 00:00:00. 0' and '20121231 00:00:00. 0'

EARNINGS						DEDUCTIONS			
CODE	TITLE	HOURS	AMOUNT ORGN	PROJECT	CLASS	CODE	TITLE	AMOUNT	EMPLOYER
CHECK NUMBER - V5016110			CHECK DATE - 10/05/2012		TRANS DATE - 09/30/2012				
EMPLOYEE - 261			DUSTIN HINKEL						
001	REG PAY	80.00	1,769.23		ACA	*FI	FICA	74.31	109.69
						*FM	MEDICARE	25.65	25.65
						*FT	FEDERAL	155.25	.00
						1008	RETIREMENT	53.08	91.65
						1409	VOL LIFE	6.00	.00
						2001	UNITED WAY	5.00	.00
						9999	DIR DEP	1,449.94	.00
								1,769.23	226.99
TOTAL CHECK		80.00	1,769.23						
VOUCHER		.00							
CHECK NUMBER - V5016209			CHECK DATE - 10/19/2012		TRANS DATE - 10/14/2012				
EMPLOYEE - 261			DUSTIN HINKEL						
001	REG PAY	80.00	1,822.23		ACA	*FI	FICA	76.53	112.98
						*FM	MEDICARE	26.42	26.42
						*FT	FEDERAL	162.96	.00
						1008	RETIREMENT	54.67	94.39
						1103	HEALTH	.00	560.90
						1402	LIFE INS.	.00	3.90
						1409	VOL LIFE	6.00	.00
						2001	UNITED WAY	5.00	.00
						9999	DIR DEP	1,490.65	.00
								1,822.23	798.59
TOTAL CHECK		80.00	1,822.23	601.34					
VOUCHER		.00							
CHECK NUMBER - V5016305			CHECK DATE - 11/02/2012		TRANS DATE - 10/28/2012				
EMPLOYEE - 261			DUSTIN HINKEL						
001	REG PAY	80.00	1,822.23		ACA	*FI	FICA	76.53	112.98
						*FM	MEDICARE	26.42	26.42
						*FT	FEDERAL	162.96	.00
						1008	RETIREMENT	54.67	94.39
						1409	VOL LIFE	6.00	.00
						2001	UNITED WAY	5.00	.00
						9999	DIR DEP	1,490.65	.00
								1,822.23	233.79
TOTAL CHECK		80.00	1,822.23	601.34					
VOUCHER		.00							
CHECK NUMBER - V5016400			CHECK DATE - 11/16/2012		TRANS DATE - 11/11/2012				
EMPLOYEE - 261			DUSTIN HINKEL						
001	REG PAY	64.00	1,457.79		ACA	*FI	FICA	76.53	112.98
032	ANNUAL	16.00	364.45		ACA	*FM	MEDICARE	26.42	26.42
						*FT	FEDERAL	162.96	.00
						1008	RETIREMENT	54.67	94.39
						1103	HEALTH	.00	560.90
						1402	LIFE INS.	.00	3.90
						1409	VOL LIFE	6.00	.00
						2001	UNITED WAY	5.00	.00
						9999	DIR DEP	1,490.66	.00
								1,822.24	798.59
TOTAL CHECK		80.00	1,822.24	601.34					
VOUCHER		.00							

PAID
QTR #1

SUNGARD PENTAMATION, INC.
DATE: 01/22/2013
TIME: 16:08:35

TAYLOR COUNTY BOARD OF COMMISSIONERS
CONCISE CHECK HISTORY REPORT

PAGE NUMBER: 2
MODULE NUM: PAYPRO5J

SELECTION CRITERIA: employee.empl_no=261 and checkhis.iss_date between '20121001 00:00:00. 0' and '20121231 00:00:00. 0'

EARNINGS					DEDUCTIONS		
CODE TITLE	HOURS	AMOUNT ORGN	PROJECT	CLASS	CODE TITLE	AMOUNT	EMPLOYER
CHECK NUMBER - V5016496 CHECK DATE - 11/30/2012 TRANS DATE - 11/25/2012							
EMPLOYEE - 261 DUSTIN HINKEL							
001 REG PAY	48.00	1,093.34	ACA		*FI FICA	76.53	112.98 - 37.28
003 HOLIDAY	24.00	546.67	ACA		*PM MEDICARE	26.42	26.42 - 8.72
032 ANNUAL	8.00	182.22	ACA		*FT FEDERAL	162.96	.00
					1008 RETIREMENT	54.67	94.39 - 31.14
					2001 UNITED WAY	5.00	.00
					9999 DIR DEP	1,496.65	.00
TOTAL CHECK	80.00	1,822.23 - 601.33				1,822.23	233.79
.00 VOUCHER							
CHECK NUMBER - V5016593 CHECK DATE - 12/14/2012 TRANS DATE - 12/09/2012							
EMPLOYEE - 261 DUSTIN HINKEL							
001 REG PAY	80.00	1,822.23	ACA		*FI FICA	76.53	112.98 - 37.28
					*PM MEDICARE	26.42	26.42 - 8.72
					*FT FEDERAL	162.96	.00
					1008 RETIREMENT	54.67	94.39 - 31.15
					1409 VOL LIFE	6.00	.00
					2001 UNITED WAY	5.00	.00
					9999 DIR DEP	1,490.65	.00
TOTAL CHECK	80.00	1,822.23 - 601.34				1,822.23	233.79
.00 VOUCHER							
CHECK NUMBER - V5016691 CHECK DATE - 12/28/2012 TRANS DATE - 12/23/2012							
EMPLOYEE - 261 DUSTIN HINKEL							
001 REG PAY	80.00	1,822.23	ACA		*FI FICA	76.53	112.98 - 37.28
					*PM MEDICARE	26.42	26.42 - 8.72
					*FT FEDERAL	162.96	.00
					1008 RETIREMENT	54.67	94.39 - 31.15
					1103 HEALTH	.00	560.90 - 185.10
					1402 LIFE INS.	.00	3.90 - 1.29
					1409 VOL LIFE	6.00	.00
					2001 UNITED WAY	5.00	.00
					9999 DIR DEP	1,490.65	.00
TOTAL CHECK	80.00	1,822.23 - 601.34				1,822.23	798.59
.00 VOUCHER							
TOTAL VOID	.00	.00				.00	.00
TOTAL MANUAL	.00	.00				.00	.00
TOTAL REGULAR	560.00	12,702.62				12,702.62	3,324.13
TOTAL REPORT	560.00	12,702.62				12,702.62	3,324.13

SUNGARD PENTAMATION, INC.
DATE: 01/22/2013
TIME: 16:08:35

TAYLOR COUNTY BOARD OF COMMISSIONERS
CONCISE CHECK HISTORY REPORT

PAGE NUMBER: 3
MODULE NUM: PAYPRO53

SELECTION CRITERIA: employee.empl_no=261 and checkhis.iss_date between '20121001 00:00:00. 0' and '20121231 00:00:00. 0'

PAY CODE SUMMARY

CODE	TITLE	TOTAL AMOUNT
001	REG PAY	11,609.28
003	HOLIDAY	546.67
032	ANNUAL	546.67
TOTAL:		12,702.62

SUNGARD PENTAMATION, INC.
DATE: 01/22/2013
TIME: 16:08:35

TAYLOR COUNTY BOARD OF COMMISSIONERS
CONCISE CHECK HISTORY REPORT

PAGE NUMBER: 4
MODULE NUM: PAYPRO53

SELECTION CRITERIA: employee.empl_no=261 and checkhis.iss_date between '20121001 00:00:00. 0' and '20121231 00:00:00. 0'

DEDUCTION SUMMARY

CODE	TITLE	EMPLOYEE DEDUCTION	EMPLOYER CONTRIBUTION	DEDUCTION GROSS AMOUNT	FRINGE GROSS AMOUNT
*FI	FICA	533.49	787.57	12,702.62	12,702.62
*FM	MEDICARE	184.17	184.17	12,702.62	12,702.62
*FT	FEDERAL TAX	1,133.01	.00	12,321.52	.00
1008	RETIREMENT	381.10	657.99	12,702.62	12,702.62
1103	HEALTH	.00	1,682.70	5,466.70	5,466.70
1402	LIFE INS.	.00	11.70	5,466.70	5,466.70
1409	VOL LIFE	36.00	.00	10,880.39	10,880.39
2001	UNITED WAY	35.00	.00	12,702.62	12,702.62
9999	DIR DEP	10,399.85	.00	12,702.62	.00
TOTALS:		12,702.62	3,324.13		

SUNGARD PENTAMATION, INC.
DATE: 01/22/2013
TIME: 15:57:11

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 1
AUDIT21

SELECTION CRITERIA: 1=1 expledgr.key_orgn='0226'
ACCOUNTING PERIODS: 1/13 THRU 4/13

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

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
FD/DEPT - 0226 - EMPA/BASE GRANT10/1-6/30

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
001-520-525-0226-0226 - EMPA/BASE GRANT10/1-6/30									
51200	REGULAR SALARIES & WAGES				.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				11,727.00			POSTED FROM BUDGET SYSTEM	
10/17/12	22-1					601.34		PAYROLL CHARGES	
11/01/12	22-2					601.34		PAYROLL CHARGES	
11/15/12	22-2					601.34		PAYROLL CHARGES	
11/29/12	22-2					601.33		PAYROLL CHARGES	
12/12/12	22-3					601.34		PAYROLL CHARGES	
12/26/12	22-3					601.34		PAYROLL CHARGES	
01/10/13	22-4					601.34		PAYROLL CHARGES	
TOTAL	REGULAR SALARIES & WAGES				11,727.00	4,209.37	.00		7,517.63
51400	OVERTIME				.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	OVERTIME				.00	.00	.00		.00
52110	FICA/MEDICARE TAXES				.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				898.00			POSTED FROM BUDGET SYSTEM	
10/17/12	22-1					37.28		PAYROLL CHARGES-FRINGE	
10/17/12	22-1					8.72		PAYROLL CHARGES-FRINGE	
11/01/12	22-2					37.28		PAYROLL CHARGES-FRINGE	
11/01/12	22-2					8.72		PAYROLL CHARGES-FRINGE	
11/15/12	22-2					37.29		PAYROLL CHARGES-FRINGE	
11/15/12	22-2					8.71		PAYROLL CHARGES-FRINGE	
11/29/12	22-2					37.28		PAYROLL CHARGES-FRINGE	
11/29/12	22-2					8.72		PAYROLL CHARGES-FRINGE	
12/12/12	22-3					37.28		PAYROLL CHARGES-FRINGE	
12/12/12	22-3					8.72		PAYROLL CHARGES-FRINGE	
12/26/12	22-3					37.28		PAYROLL CHARGES-FRINGE	
12/26/12	22-3					8.72		PAYROLL CHARGES-FRINGE	
01/10/13	22-4					37.28		PAYROLL CHARGES-FRINGE	
01/10/13	22-4					8.72		PAYROLL CHARGES-FRINGE	
TOTAL	FICA/MEDICARE TAXES				898.00	322.00	.00		576.00
52200	RETIREMENT CONTRIBUTIONS				.00	.00	.00	BEGINNING BALANCE	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SUNGARD PENTAMATION, INC.
DATE: 01/22/2013
TIME: 15:57:11

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 2
AUDIT21

SELECTION CRITERIA: 1=1 expdgr.key_orgn='0226'
ACCOUNTING PERIODS: 1/13 THRU 4/13

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

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
FD/DEPT - 0226 - EMPA/BASE GRANT10/1-6/30

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
52200					RETIREMENT CONTRIBUTIONS (cont'd)					
	10/01/12	11-1				608.00			POSTED FROM BUDGET SYSTEM	
	10/17/12	22-1					31.15 ✓		PAYROLL CHARGES-FRINGE	
	11/01/12	22-2					31.15 ✓		PAYROLL CHARGES-FRINGE	
	11/15/12	22-2					31.15 ✓		PAYROLL CHARGES-FRINGE	
	11/29/12	22-2					31.14 ✓		PAYROLL CHARGES-FRINGE	
	12/12/12	22-3					31.15 ✓		PAYROLL CHARGES-FRINGE	
	12/26/12	22-3					31.15 ✓		PAYROLL CHARGES-FRINGE	
	01/10/13	22-4					31.14		PAYROLL CHARGES-FRINGE	
TOTAL					RETIREMENT CONTRIBUTIONS	608.00	218.03	.00		389.97
52300					HEALTH INSURANCE	.00	.00	.00	BEGINNING BALANCE	
	10/01/12	11-1				1,948.00			POSTED FROM BUDGET SYSTEM	
	10/17/12	22-1					185.10 ✓		PAYROLL CHARGES-FRINGE	
	11/15/12	22-2					185.10 ✓		PAYROLL CHARGES-FRINGE	
	12/26/12	22-3					185.10 ✓		PAYROLL CHARGES-FRINGE	
TOTAL					HEALTH INSURANCE	1,948.00	555.30	.00		1,392.70
52320					LIFE INSURANCE	.00	.00	.00	BEGINNING BALANCE	
	10/01/12	11-1				12.00			POSTED FROM BUDGET SYSTEM	
	10/17/12	22-1					1.29 ✓		PAYROLL CHARGES-FRINGE	
	11/15/12	22-2					1.29 ✓		PAYROLL CHARGES-FRINGE	
	12/26/12	22-3					1.29 ✓		PAYROLL CHARGES-FRINGE	
TOTAL					LIFE INSURANCE	12.00	3.87	.00		8.13
52400					WORKERS' COMPENSATION	.00	.00	.00	BEGINNING BALANCE	
	10/01/12	11-1				311.00			POSTED FROM BUDGET SYSTEM	
	11/20/12	13-2				300.00			FYE12 CF	
TOTAL					WORKERS' COMPENSATION	611.00	.00	.00		611.00
52500					UNEMPLOYMENT COMPENSATION	.00	.00	.00	BEGINNING BALANCE	
	10/01/12	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL					UNEMPLOYMENT COMPENSATION	.00	.00	.00		.00
53401					CONTRACTUAL SERVICES	.00	.00	.00	BEGINNING BALANCE	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SUNGARD PENTAMATION, INC.
DATE: 01/22/2013
TIME: 15:57:11

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 3
AUDIT21

SELECTION CRITERIA: 1=1 expdedgr.key_orgn='0226'
ACCOUNTING PERIODS: 1/13 THRU 4/13

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

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
FD/DEPT - 0226 - EMPA/BASE GRANT10/1-6/30

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
53401									CONTRACTUAL SERVICES (cont'd)	
	10/01/12	11-1				2,625.00			POSTED FROM BUDGET SYSTEM	
	11/20/12	13-2				875.00			FY12 CF	
	11/20/12	13-2				1,250.00			FY12 CF	
TOTAL						4,750.00	.00	.00		4,750.00
54000						.00	.00	.00	TRAVEL & PER DIEM	
	10/01/12	11-1				1,875.00			.00 BEGINNING BALANCE	
	11/05/12	21-2							POSTED FROM BUDGET SYSTEM	
	11/05/12	21-2	45678		6615 STEPHEN L. SPRAD		49.00		.00 REIMB.T&A EXP.10/9-11	
	11/20/12	13-2			6615 STEPHEN L. SPRAD		238.00		.00 REIMB.HOTELEXP10/9-10	
	01/22/13	21-4				175.00			FY12 CF	
TOTAL					HINKEL/5NITE 004037 ROSEN PLAZA HOTE	2,050.00	1,012.00	.00	.00 DUSTIN HINKEL 1/27-31	1,038.00
54100						.00	.00	.00	COMMUNICATIONS	
	10/01/12	11-1				7,500.00			.00 BEGINNING BALANCE	
	10/03/12	17-1	20130038-01		6621 NI GOVERNMENT SE				POSTED FROM BUDGET SYSTEM	
	10/08/12	17-1	20130058-01		6652 ROBERT M. HOOKER			750.00	750.00 SATELLITE PHONE SERVICE,	
	10/08/12	17-1	20130058-02		6652 ROBERT M. HOOKER			20.00	20.00 NARROWBAND RADIO FORD EXP	
	10/08/12	17-1	20130058-03		6652 ROBERT M. HOOKER			75.00	75.00 INSTALL RADIO ADMIN LUMIN	
	10/08/12	17-1	20130058-04		6652 ROBERT M. HOOKER			50.00	50.00 INSTALL NARROWBAND RADIO	
	10/10/12	21-1		45492	000112 660 - FAIRPOINT		76.00	14.99	14.99 COAX ASSEMBLY FOR RADIO I	
	10/10/12	21-1		45492	000112 660 - FAIRPOINT		364.99	.00	.00 EMERGENCY MANAGEMENT	
	10/16/12	21-1		45594	6281 VERIZON WIRELESS		40.01	.00	.00 EMERGENCY MANAGEMENT	
	10/16/12	21-1		45594	6281 VERIZON WIRELESS		50.07	.00	.00 EMERGENCY MANAGEMENT	
	10/16/12	21-1		45594	6281 VERIZON WIRELESS		43.06	.00	.00 EMERGENCY MANAGEMENT	
	10/16/12	21-1		45594	6281 VERIZON WIRELESS		40.01	.00	.00 EMERGENCY MANAGEMENT	
	10/16/12	21-1		45594	6281 VERIZON WIRELESS		40.01	.00	.00 EMERGENCY MANAGEMENT	
	10/16/12	21-1		45594	6281 VERIZON WIRELESS		40.01	.00	.00 EMERGENCY MANAGEMENT	
	10/16/12	21-1	20130038-01	45584	6621 NI GOVERNMENT SE		63.42	-63.42	-63.42 EMERGENCY MANAGEMENT	
	10/18/12	17-1	20130132-01		002462 FIRST COMMUNICAT			750.00	750.00 MTR 3000 REPEATER ASSEMBL	
	10/18/12	17-1	20130133-01		002462 FIRST COMMUNICAT			170.00	170.00 REPROGRAM REPEATER FROM F	
	11/05/12	21-2	20130058-01	45676	6652 ROBERT M. HOOKER		20.00	-20.00	-20.00 NARROWBAND RADIO FORD EXP	
	11/05/12	21-2	20130058-02	45676	6652 ROBERT M. HOOKER		75.00	-75.00	-75.00 INSTALL RADIO ADMIN LUMIN	
	11/05/12	21-2	20130058-03	45676	6652 ROBERT M. HOOKER		50.00	-50.00	-50.00 INSTALL NARROWBAND RADIO	
	11/05/12	21-2	20130058-04	45676	6652 ROBERT M. HOOKER		14.99	-14.99	-14.99 COAX ASSEMBLY FOR RADIO I	
	11/05/12	21-2	20130132-01	45647	002462 FIRST COMMUNICAT		750.00	-750.00	-750.00 MTR 3000 REPEATER ASSEMBL	
	11/05/12	21-2	20130133-01	45647	002462 FIRST COMMUNICAT		170.00	-170.00	-170.00 REPROGRAM REPEATER FROM F	

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SUNGARD PENTAMATION, INC.
DATE: 01/22/2013
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TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 4
AUDIT21

SELECTION CRITERIA: 1=1 expldgr.key_orgn='0226'
ACCOUNTING PERIODS: 1/13 THRU 4/13

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

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
FD/DEPT - 0226 - EMPA/BASE GRANT10/1-6/30

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
54100	COMMUNICATIONS		(cont'd)						
11/08/12	21-2		45690	000112 660 - FAIRPOINT		76.00 ✓	.00	EMERGENCY MANAGEMENT	
11/08/12	21-2		45690	000112 660 - FAIRPOINT		357.52 ✓	.00	EMERGENCY MANAGEMENT	
11/08/12	21-2		45693	5643 COMCAST OF TALLA		3.98 ✓	.00	EMERGENCY MANAGEMENT	
11/14/12	17-2	20130274-01		6652 ROBERT M. HOOKER			339.99	ICOM ICF 5021 RADIO	
11/14/12	17-2	20130274-02		6652 ROBERT M. HOOKER			150.00	REMOVE OLD RADIOS AND PRO	
11/14/12	17-2	20130274-03		6652 ROBERT M. HOOKER			14.99	20510 CO-AX ASSEMBLY W/MO	
11/14/12	17-2	20130274-04		6652 ROBERT M. HOOKER			39.99	VHF ANTENNA 1/2 WAVE BRON	
11/20/12	13-2				622.00			FYE12 CF	
11/20/12	21-2		45792	6281 VERIZON WIRELESS		40.01 ✓	.00	EMERGENCY MANAGEMENT	
11/20/12	21-2		45792	6281 VERIZON WIRELESS		79.09 ✓	.00	EMERGENCY MANAGEMENT	
11/20/12	21-2		45792	6281 VERIZON WIRELESS		42.58 ✓	.00	EMERGENCY MANAGEMENT	
11/20/12	21-2		45792	6281 VERIZON WIRELESS		40.01 ✓	.00	EMERGENCY MANAGEMENT	
11/20/12	21-2		45792	6281 VERIZON WIRELESS		40.01 ✓	.00	EMERGENCY MANAGEMENT	
11/20/12	21-2		45792	6281 VERIZON WIRELESS		40.01 ✓	.00	EMERGENCY MANAGEMENT	
11/20/12	21-2	20130038-01	45764	6621 NI GOVERNMENT SE		63.42 ✓	-63.42	EMERGENCY MANAGEMENT	
12/07/12	17-3	20130369-01		000810 COX ELECTRONICS,			90.00	EPR 8300 PROGRAM CABLE	
12/07/12	17-3	20130369-02		000810 COX ELECTRONICS,			16.99	4 INCH WALL MOUNT FOR SIR	
12/12/12	17-3	20130385-01		6652 ROBERT M. HOOKER			100.00	INSTALL RADIO, ANTENNA, S	
12/13/12	21-3		45818	5643 COMCAST OF TALLA		3.98 ✓	.00	EMERGENCY MANAGEMENT	
12/13/12	21-3		45812	000112 660 - FAIRPOINT		76.00 ✓	.00	EMERGENCY MANAGEMENT	
12/13/12	21-3		45812	000112 660 - FAIRPOINT		352.00 ✓	.00	EMERGENCY MANAGEMENT	
12/18/12	21-3	20130038-01	45893	6621 NI GOVERNMENT SE		63.42 ✓	-63.42	EMERGENCY MANAGEMENT	
12/18/12	21-3	20130369-01	45849	000810 COX ELECTRONICS,		90.00 ✓	-90.00	EPR 8300 PROGRAM CABLE	
12/18/12	21-3	20130369-02	45849	000810 COX ELECTRONICS,		16.99 ✓	-16.99	4 INCH WALL MOUNT FOR SIR	
01/04/13	17-4	20130446-01		6652 ROBERT M. HOOKER			130.00	OPC 1939 CABLE	
01/04/13	17-4	20130446-02		6652 ROBERT M. HOOKER			10.00	D SUB 15 CONNECTORS FOR V	
01/04/13	17-4	20130446-03		6652 ROBERT M. HOOKER			40.00	HM152 MICROPHONE FOR ROAD	
01/04/13	17-4	20130446-04		6652 ROBERT M. HOOKER			5.00	D SUB 15 CONNECTORS FOR V	
01/04/13	17-4	20130446-05		6652 ROBERT M. HOOKER			319.99	VERTEX VX 2100 RADIO FOR	
01/07/13	21-4		45972	5643 COMCAST OF TALLA		3.98 ✓	.00	EMERGENCY MANAGEMENT	
01/07/13	21-4		45982	6462 HARRIS CORPORATI		140.00 ✓	.00	EMERGENCY MANAGEMENT	
01/07/13	21-4		45982	6462 HARRIS CORPORATI		420.00 ✓	.00	EMERGENCY MANAGEMENT	
01/07/13	21-4		46020	6281 VERIZON WIRELESS		40.01 ✓	.00	EMERGENCY MANAGEMENT	
01/07/13	21-4		46020	6281 VERIZON WIRELESS		43.40 ✓	.00	EMERGENCY MANAGEMENT	
01/07/13	21-4		46020	6281 VERIZON WIRELESS		43.64 ✓	.00	EMERGENCY MANAGEMENT	
01/07/13	21-4		46020	6281 VERIZON WIRELESS		40.01 ✓	.00	EMERGENCYMANAGEMENT	
01/07/13	21-4		46020	6281 VERIZON WIRELESS		1.33 ✓	.00	EMERGENCYMANAGEMENT	
01/07/13	21-4		46020	6281 VERIZON WIRELESS		40.01 ✓	.00	EMERGENCYMANAGEMENT	
01/07/13	21-4		46020	6281 VERIZON WIRELESS		1.33 ✓	.00	EMERGENCYMANAGEMENT	

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TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 5
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SELECTION CRITERIA: 1=1 expdedgr.key_orgn='0226'
ACCOUNTING PERIODS: 1/13 THRU 4/13

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FUND - 001 - GENERAL FUND
FD/DEPT - 0226 - EMPA/BASE GRANT10/1-6/30

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
54100	COMMUNICATIONS		(cont'd)						
01/07/13	21-4		46020	6281 VERIZON WIRELESS		1.33	.00	EMERGENCYMANAGEMENT	
01/07/13	21-4		46020	6281 VERIZON WIRELESS		40.01	.00	EMERGENCYMANAGEMENT	
01/07/13	21-4		46020	6281 VERIZON WIRELESS		40.01	.00	EMERGENCYMANAGEMENT	
01/07/13	21-4	20130274-01	46005	6652 ROBERT M. HOOKER		339.99	-339.99	ICOM ICF 5021 RADIO	
01/07/13	21-4	20130274-02	46005	6652 ROBERT M. HOOKER		150.00	-150.00	REMOVE OLD RADIOS AND PRO	
01/07/13	21-4	20130274-03	46005	6652 ROBERT M. HOOKER		14.99	-14.99	20510 CO-AX ASSEMBLY W/MO	
01/07/13	21-4	20130274-04	46005	6652 ROBERT M. HOOKER		39.99	-39.99	VHF ANTENNA 1/2 WAVE BRON	
01/10/13	21-4		46025	000112 660 - FAIRPOINT		353.30	.00	EMERGENCY MANAGEMENT	
01/11/13	17-4	20130492-01		6426 GULF COAST PLUMB			12.95	PHOTO CELL FOR JAIL COMMU	
01/15/13	17-4	20130506-01		000116 CASHWAY BLDG.PRO			40.00	METAL PIPE FOR ANTENNA MA	
01/22/13	21-4	20130038-01	2120665415JA	6621 NI GOVERNMENT SE		63.42	-63.42	EMERGENCY MANAGEMENT	
01/22/13	21-4	20130492-01	10011210	6426 GULF COAST PLUMB		12.95	-12.95	PHOTO CELL FOR JAIL COMMU	
TOTAL	COMMUNICATIONS				8,122.00	5,052.29	1,141.31		1,928.40
54115	POSTAGE				.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				375.00		.00	POSTED FROM BUDGET SYSTEM	
TOTAL	POSTAGE				375.00	.00	.00		375.00
54300	UTILITY SERVICES				.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				7,500.00		.00	POSTED FROM BUDGET SYSTEM	
11/05/12	21-2		45674	000110 PROGRESS ENERGY		265.95✓	.00	591 E US HWY 27*EOC	
11/08/12	21-2		45692	000063 CITY OF PERRY		25.06✓	.00	591 HWY 27 EAST	
11/20/12	13-2				1,330.00		.00	FYE12 CF	
12/13/12	21-3		45817	000063 CITY OF PERRY		25.52✓	.00	591 HWY 27 EAST	
12/13/12	21-3		45825	000110 PROGRESS ENERGY		255.34✓	.00	591 E US HWY 27*EOC	
01/10/13	21-4		46038	000110 PROGRESS ENERGY		260.54	.00	591 E US HWY 27*EOC	
01/10/13	21-4		46030	000063 CITY OF PERRY		25.52	.00	591 HWY 27 EAST	
TOTAL	UTILITY SERVICES				8,830.00	865.97	.00		7,964.03
54401	RENT/LEASE-LAND/BLDGS				.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				.00		.00	POSTED FROM BUDGET SYSTEM	
TOTAL	RENT/LEASE-LAND/BLDGS				.00	.00	.00		.00
54402	RENT/LEASE-EQUIPMENT				.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				.00		.00	POSTED FROM BUDGET SYSTEM	
TOTAL	RENT/LEASE-EQUIPMENT				.00	.00	.00		.00

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SUNGARD PENTAMATION, INC.
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TAYLOR COUNTY BOARD OF COMMISSIONERS
 EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 6
 AUDIT21

SELECTION CRITERIA: 1=1 expldgr.key_orgn='0226'
 ACCOUNTING PERIODS: 1/13 THRU 4/13

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FUND - 001 - GENERAL FUND
 FD/DEPT - 0226 - EMPA/BASE GRANT10/1-6/30

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
54500	INSURANCE				.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	INSURANCE				.00	.00	.00		.00
54610	R&M BUILDINGS & GROUNDS				.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				1,500.00			POSTED FROM BUDGET SYSTEM	
11/20/12	13-2				500.00			FYE12 CF	
01/10/13	17-4	20130478-01		004308 FLORIDA ROCK IND			270.00	CONCRETE FOR HAM RADIO TO	
01/10/13	17-4	20130478-02		004308 FLORIDA ROCK IND			100.00	DELIVERY CHARGE	
01/22/13	21-4	20130478-01 3031135219		004308 FLORIDA ROCK IND		291.00	-270.00	EMERGENCY MANAGEMENT	
01/22/13	21-4	20130478-01 3031135219DC		004308 FLORIDA ROCK IND		.00	.00		
01/22/13	21-4	20130478-02 3031135219DC		004308 FLORIDA ROCK IND		-2.91	-100.00	EMERGENCY MANAGEMENT	
TOTAL	R&M BUILDINGS & GROUNDS				2,000.00	288.09	.00		1,711.91
54614	EXTERMINATION/PEST CONTRL				.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				270.00			POSTED FROM BUDGET SYSTEM	
11/20/12	21-2	45757		003309 LIVE OAK PEST CO		30.00		EMERGENCY MANAGEMENT	
12/18/12	21-3	45885		003309 LIVE OAK PEST CO		30.00		EMERGENCY MANAGEMENT	
01/22/13	21-4	12/6/12 INV.		003309 LIVE OAK PEST CO		30.00		EMERGENCY MANAGEMENT	
TOTAL	EXTERMINATION/PEST CONTRL				270.00	90.00	.00		180.00
54620	R&M EQUIPMENT				.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	R&M EQUIPMENT				.00	.00	.00		.00
54630	R&M OFFICE MACHINES/EQUIP				.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL	R&M OFFICE MACHINES/EQUIP				.00	.00	.00		.00
54640	R&M AUTOMOBILE				.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				1,500.00			POSTED FROM BUDGET SYSTEM	
11/20/12	13-2				470.00			FYE12 CF	

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TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 7
AUDIT21

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FUND - 001 - GENERAL FUND
FD/DEPT - 0226 - EMPA/BASE GRANT10/1-6/30

ACCOUNT	DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
54640					(cont'd)					
	01/07/13			17-4	20130455-01					
					002869 BATTERY DISTRIBU			82.28	BRONCO BATTERY 31P1000	
TOTAL					R&M AUTOMOBILE	1,970.00	.00	82.28		1,887.72
54645						.00	.00	.00	BEGINNING BALANCE	
	10/01/12			11-1		.00			POSTED FROM BUDGET SYSTEM	
TOTAL					R&M AUTO - COUNTY LABOR	.00	.00	.00		.00
54901						.00	.00	.00	BEGINNING BALANCE	
	10/01/12			11-1		.00			POSTED FROM BUDGET SYSTEM	
TOTAL					OTHER CURRENT CHGS (MISC)	.00	.00	.00		.00
54902						.00	.00	.00	BEGINNING BALANCE	
	10/01/12			11-1		750.00			POSTED FROM BUDGET SYSTEM	
	11/20/12			13-2		250.00			FYE12 CF	
	12/18/12			21-3	45901		72.14	.00	RFP/DEBRIS MGMT.SVCS.	
	12/18/12			21-3	45901		64.82	.00	BID/COMP.EMG.MGMT.PGS	
TOTAL					LEGAL ADVERTISING	1,000.00	136.96	.00		863.04
54907						.00	.00	.00	BEGINNING BALANCE	
	10/01/12			11-1		375.00			POSTED FROM BUDGET SYSTEM	
	11/20/12			13-2		125.00			FYE12 CF	
TOTAL					LICENSE/PERMIT/REGISTRAT	500.00	.00	.00		500.00
54910						.00	.00	.00	BEGINNING BALANCE	
	10/01/12			11-1		56.00			POSTED FROM BUDGET SYSTEM	
	11/20/12			13-2		19.00			FYE12 CF	
TOTAL					DRUG TESTING	75.00	.00	.00		75.00
55101						.00	.00	.00	BEGINNING BALANCE	
	10/01/12			11-1		2,250.00			POSTED FROM BUDGET SYSTEM	
	11/20/12			13-2		1,385.00			FYE12 CF	
	11/29/12			17-2	20130322-01			159.58	BLACK PRINTER CARTRIDGE,	
	12/12/12			17-3	20130370-01			452.60	HI YIELD TONER	

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TAYLOR COUNTY BOARD OF COMMISSIONERS
 EXPENDITURE AUDIT TRAIL

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 AUDIT21

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FUND - 001 - GENERAL FUND
 FD/DEPT - 0226 - EMPA/BASE GRANT10/1-6/30

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
55101	OFFICE SUPPLIES		(cont'd)						
01/07/13	21-4	20130370-01	45975	003797 DELL MARKETING L		419.86	-452.60	HI YIELD TONER	
TOTAL	OFFICE SUPPLIES				3,635.00	419.86	159.58		3,055.56
55102	OFFC.EQUIP/FURN.<\$1,000				.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				3,750.00			POSTED FROM BUDGET SYSTEM	
11/20/12	13-2				1,250.00			FYE12 CF	
TOTAL	OFFC.EQUIP/FURN.<\$1,000				5,000.00	.00	.00		5,000.00
55103	EQUIPMENT < \$1,000				.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				3,750.00			POSTED FROM BUDGET SYSTEM	
11/20/12	13-2				484.00			FYE12 CF	
TOTAL	EQUIPMENT < \$1,000				4,234.00	.00	.00		4,234.00
55110	OFFICE COPIER EXPENSE				.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				1,500.00			POSTED FROM BUDGET SYSTEM	
10/03/12	17-1	20130037-01		6509 TOSHIBA AMERICA			950.00	MONTH 15-23 OF 36 MONTH L	
11/05/12	21-2	20130037-01	45683	6509 TOSHIBA AMERICA		263.12	-263.12	EMERGENCY MANAGEMENT	
TOTAL	OFFICE COPIER EXPENSE				1,500.00	263.12	686.88		550.00
55201	GEN. OPERATING SUPPLIES				.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				2,250.00			POSTED FROM BUDGET SYSTEM	
10/23/12	19-1	I1023001				57.66		INVENTORY BILLING	
TOTAL	GEN. OPERATING SUPPLIES				2,250.00	57.66	.00		2,192.34
55202	SAFETY PRODUCTS/SUPPLIES				.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				1,500.00			POSTED FROM BUDGET SYSTEM	
10/23/12	19-1	I1023001				6.10		INVENTORY BILLING	
11/20/12	13-2				500.00			FYE12 CF	
TOTAL	SAFETY PRODUCTS/SUPPLIES				2,000.00	6.10	.00		1,993.90
55210	PETROLEUM PRODUCTS				.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				1,875.00			POSTED FROM BUDGET SYSTEM	
TOTAL	PETROLEUM PRODUCTS				1,875.00	.00	.00		1,875.00

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FUND - 001 - GENERAL FUND
 FD/DEPT - 0226 - EMPA/BASE GRANT10/1-6/30

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
55220		TOOLS & IMPLEMENTS			.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				1,500.00			POSTED FROM BUDGET SYSTEM	
TOTAL		TOOLS & IMPLEMENTS			1,500.00	.00	.00		1,500.00
55230		COMPUTER SOFTWARE			.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				2,605.00			POSTED FROM BUDGET SYSTEM	
TOTAL		COMPUTER SOFTWARE			2,605.00	.00	.00		2,605.00
55250		UNIFORMS			.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				750.00			POSTED FROM BUDGET SYSTEM	
11/20/12	13-2				250.00			FY12 CF	
11/20/12	13-2				500.00			FY12 CF	
TOTAL		UNIFORMS			1,500.00	.00	.00		1,500.00
55401		BOOK/PUBL/SUB/MEMB/TRAIN.			.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				3,750.00			POSTED FROM BUDGET SYSTEM	
10/16/12	21-1		45571	6433 INTERNATIONAL AS		180.00		2012-2013 DUES/HINKEL	
10/17/12	17-1	20130124-01		5654 FEDEX OFFICE PRI			460.32	PRINTING 30 CEMP MANUALS	
10/26/12	17-1	20130183-01		6684 TAYLOR COUNTY SI			472.00	RE-ENTRY TAGS, 3.5 X 8 -	
11/05/12	21-2	20130124-01	45646	5654 FEDEX OFFICE PRI		457.77	-460.32	PRINTING 30 CEMP MANUALS	
11/07/12	17-2	20130242-01		5654 FEDEX OFFICE PRI			205.39	COMPLETE CEMP MANUALS WIT	
11/29/12	21-2		45801	002144 FEPA, INC.		250.00	.00	REGISTR/DUSTIN HINKEL	
12/18/12	21-3		45862	002144 FEPA, INC.		75.00	.00	'13DUES/STEP.SPRADELY	
12/18/12	21-3	20130183-01	45921	6684 TAYLOR COUNTY SI		472.00	-472.00	RE-ENTRY TAGS, 3.5 X 8 -	
12/18/12	21-3	20130242-01	45861	5654 FEDEX OFFICE PRI		205.39	-205.39	COMPLETE CEMP MANUALS WIT	
01/22/13	21-4		2013MEM.DUES	002144 FEPA, INC.		-45.00	.00	'13DUES/DUSTIN HINKEL	
TOTAL		BOOK/PUBL/SUB/MEMB/TRAIN.			3,750.00	1,715.16	.00		2,034.84
55900		DEPRECIATION EXPENSE			.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL		DEPRECIATION EXPENSE			.00	.00	.00		.00
56200		CAPITAL OUTLAY-BUILDINGS			.00	.00	.00	BEGINNING BALANCE	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SUNGARD PENTAMATION, INC.
DATE: 01/22/2013
TIME: 15:57:11

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 10
AUDIT21

SELECTION CRITERIA: 1=1 expdedgr.key_orgn='0226'
ACCOUNTING PERIODS: 1/13 THRU 4/13

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

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
FD/DEPT - 0226 - EMPA/BASE GRANT10/1-6/30

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
56200	CAPITAL OUTLAY-BUILDINGS (cont'd)								
10/01/12 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-BUILDINGS				.00	.00	.00		.00
56300	CAPITAL/INFRASTRUCTURE				.00	.00	.00	BEGINNING BALANCE	
10/01/12 11-1					5,795.00			POSTED FROM BUDGET SYSTEM	
11/20/12 13-2					1,927.00			FYE12 CF	
TOTAL	CAPITAL/INFRASTRUCTURE				7,722.00	.00	.00		7,722.00
56400	CAPITAL OUTLAY-EQUIPMENT				.00	.00	.00	BEGINNING BALANCE	
10/01/12 11-1					8,250.00			POSTED FROM BUDGET SYSTEM	
11/09/12 17-2	20130262-01		6692	HASTY'S COMMUNIC			2,320.00	MOTOROLA MTR3000 BASE STA	
11/09/12 17-2	20130262-02		6692	HASTY'S COMMUNIC			2,140.00	VHF FREQUENCY OPTION X330	
11/09/12 17-2	20130262-03		6692	HASTY'S COMMUNIC			250.00	2 WIRE WIRELINE X216	
11/09/12 17-2	20130262-04		6692	HASTY'S COMMUNIC			325.00	PRESELECTOR X265	
11/09/12 17-2	20130262-05		6692	HASTY'S COMMUNIC			50.00	ESTIMATED SHIPPING/HANDLI	
11/20/12 13-2					2,413.00			FYE12 CF	
01/07/13 21-4	20130262-01 45983		6692	HASTY'S COMMUNIC		2,320.00	-2,320.00	MOTOROLA MTR3000 BASE STA	
01/07/13 21-4	20130262-02 45983		6692	HASTY'S COMMUNIC		2,140.00	-2,140.00	VHF FREQUENCY OPTION X330	
01/07/13 21-4	20130262-03 45983		6692	HASTY'S COMMUNIC		250.00	-250.00	2 WIRE WIRELINE X216	
01/07/13 21-4	20130262-04 45983		6692	HASTY'S COMMUNIC		325.00	-325.00	PRESELECTOR X265	
01/07/13 21-4	20130262-05 45983		6692	HASTY'S COMMUNIC		50.00	-50.00	ESTIMATED SHIPPING/HANDLI	
TOTAL	CAPITAL OUTLAY-EQUIPMENT				10,663.00	5,085.00	.00		5,578.00
56401	CAPITAL OUTLAY-VEHICLES				.00	.00	.00	BEGINNING BALANCE	
10/01/12 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY-VEHICLES				.00	.00	.00		.00
56402	CAPITAL OUTLAY/SOFTWARE				.00	.00	.00	BEGINNING BALANCE	
10/01/12 11-1					.00			POSTED FROM BUDGET SYSTEM	
TOTAL	CAPITAL OUTLAY/SOFTWARE				.00	.00	.00		.00
TOTAL TOTL/DEPT - EMPA BASE GRANT 10/1-6/30					93,980.00	20,300.78	2,070.05		71,609.17
TOTAL FUND - GENERAL FUND					93,980.00	20,300.78	2,070.05		71,609.17

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

SUNGARD PENTAMATION, INC.
DATE: 01/22/2013
TIME: 15:57:11

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 11
AUDIT21

SELECTION CRITERIA: 1=1 expldgr.key_orgn='0226'
ACCOUNTING PERIODS: 1/13 THRU 4/13

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

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 001 - GENERAL FUND
FD/DEPT - 0226 - EMPA/BASE GRANT10/1-6/30

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION	CUMULATIVE BALANCE
TOTAL REPORT					93,980.00	20,300.78	2,070.05	71,609.17

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

4-E

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Stephen Tullos, Administrator Taylor County Health Department to submit First Quarter Amendments and Variance Reports to the Board for the County Core Contract.

Meeting Date:

2/4/13

Statement of Issue: Delivery of first quarter variance reports to the board and request approval of Amendments to Core Contract for first quarter based on actual financial data reported

Recommendation: Approval of Contract Amendments via **consent agenda**

Fiscal Impact: \$ 0

Budgeted Expense: Yes ☒ No ☐ N/A ☐

Submitted By: Dawn Gunter, Business Manager for Stephen Tullos, Administrator

Contact: Dawn Gunter 584-5087, press #, ext. 131 or Stephen Tullos, ext. 142

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: _____

Options:

1. _____
2. _____
First Quarter Contract Amendments

Attachments:

1. _____
First Quarter Variance Report
2. _____

Rick Scott
Governor



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

January 16, 2013

The Honorable Pam Feagle, Chairman
Taylor County Board of County Commissioners
Post Office Box 620
Perry, FL 32348

Dear Commissioner Feagle:

Enclosed are reports of activities and expenditures of the Taylor County Health Department for the first quarter of the State/County contract year October 1, 2012 to September 30, 2013. Chapter 154, Florida Statutes, and the State/County contract require that these reports be submitted to the board on a quarterly basis. The following sub-reports produced by the Health Management System (HMS) are enclosed.

- 1) DE385L1—"Contract Management Variance Report", which reports the variance in actual expenditures for the reporting period and compared to the planned expenditure levels. An explanation and action plan for program variances greater than or less than 25 percent and whose total dollar difference is greater than 3 percent of the total expenditures for the level of service that the program falls under, is attached to this report.
- 2) DE580L1—"Analysis of Fund Equities", which reports revenue for the reporting period by source and the balance in the County Health Department (CHD) Trust Fund.

A summary of the two reports is as follows:

Program Area	Number of Clients Served	Number of Services Provided	Actual Expenditure	Planned Expenditure	Percent of Variance
<i>Communicable Disease</i>	631	1,018	\$45,521	\$49,950	-8.87%
<i>Primary Care</i>	909	24,867	\$507,292	\$548,566	-7.52%
<i>Environmental Health</i>	31	67	\$33,041	\$33,980	-2.76%
CHD Total	1,571	25,952	\$585,853	\$632,496	-7.37%

Should you have any questions regarding this reporting period, please feel free to call me at 584-5087, extension 142.

Sincerely,

A handwritten signature in cursive script that reads "Stephen Tullos".

Stephen Tullos, Administrator
Florida Department of Health – Taylor County

Enclosures
cc: Beth Benton

Florida Department of Health County Health Department

Contract Management System

Variance Report

Taylor CHD for Report Period 10/2012 to 12/2012

Run date: 01/15/2013

Program Component / Title	F T E \$			Clients or Units			Visits or Services			Expenditures		
	Reported	Planned	Percent Variance	Reported	Planned	Percent Variance	Reported	Planned	Percent Variance	Reported	Planned	Percent Variance
1 Immunization	0.51	0.47	8.51	216	109	98.17	245	149	64.43	\$10,546	\$14,508	-27.31 **
2 Sexually Trans. Dis.	0.23	0.22	4.55	42	42	0.00	64	61	4.92	\$2,807	\$2,991	-6.16
3 AIDS	0.01	0.05	-80.00	0	0		0	0		\$183	\$7	2,521.26
4 Tuberculosis	0.08	0.07	14.29	13	19	-31.58	27	40	-32.50	\$746	\$655	13.86
6 Comm. Dis. Surv.	0.09	0.11	-18.18	0	0		0	0		\$2,038	\$2,030	0.37
9 Hepatitis	0.00	0.00		1	0		1	0		\$1	\$1	1.00
16 Preparedness and Response	0.04	0.37	-89.19	0	0		0	0		\$28,191	\$28,402	-0.74
80 Vital Records	0.09	0.09	0.00	359	424	-15.33	681	591	15.23	\$1,009	\$1,356	-25.58
Communicable Disease Total	1.05	1.38	-23.91	631	594	6.23	1,018	841	21.05	\$45,521	\$49,950	-8.87
10 Chronic Disease Prevention Pro	0.64	1.48	-56.76	0	196	-100.00	0	20	-100.00	\$11,971	\$13,473	-11.15
12 Tobacco Use Intervention	2.32	2.38	-2.52	0	0		3	10	-70.00	\$27,437	\$33,363	-17.76
21 WIC	0.00	0.00		140	0		140	0		(\$386)	(\$154)	150.77
23 Family Planning	3.35	4.08	-17.89	138	163	-15.34	409	384	6.51	\$52,959	\$63,558	-16.68
25 Improved Pregnancy Outcome	1.21	1.33	-9.02	12	26	-53.85	149	199	-25.13	\$16,999	\$20,501	-17.08
27 Healthy Start Prenatal	2.28	3.03	-24.75	22	48	-54.17	623	520	19.81	\$33,719	\$37,471	-10.01
29 Comprehensive Child Health	0.35	0.49	-28.57	48	75	-36.00	76	104	-26.92	\$3,552	\$5,777	-38.52
31 Healthy Start Child	1.71	1.21	41.32	26	38	-31.58	620	268	131.34	\$26,770	\$26,610	0.60
34 School Health	8.44	9.41	-10.31	0	0		21,719	24,443	-11.14	\$130,703	\$138,359	-5.53
37 Comprehensive Adult Health	5.85	5.95	-1.68	177	145	22.07	513	398	28.89	\$107,258	\$109,254	-1.83
38 Community Health Development	0.29	0.29	0.00	0	0		0	0		\$2,007	\$1,498	33.96
40 Dental Health	4.80	4.76	0.84	346	336	2.98	615	726	-15.29	\$94,305	\$98,856	-4.60
Primary Care Total	31.24	34.41	-9.21	909	1,027	-11.49	24,867	27,072	-8.14	\$507,292	\$548,566	-7.52
Water & Onsite Sewage	2.12	1.88	12.77	29	33	-12.12	61	78	-21.79	\$29,922	\$30,977	-3.40
Facility Programs	0.10	0.17	-41.18	1	14	-92.86	2	30	-93.33	\$2,408	\$2,738	-12.04
Groundwater Contamination Program	0.00	0.00		0	0		0	0		\$0	\$0	
Community Hygiene	0.03	0.03	0.00	1	2	-50.00	4	4	0.00	\$710	\$265	167.92
Environmental Health Total	2.25	2.08	8.17	31	49	-36.73	67	112	-40.18	\$33,041	\$33,980	-2.76
Grand Total	34.54	37.87	-8.79	1,571	1,870	-5.93	25,952	28,025	-7.40	\$585,853	\$622,496	-7.37

Florida Department of Health County Health Department

Contract Management System

Analysis of Fund Equities

Taylor County for Report Period 7/2012 to 12/2012

Run date: 01/05/2013

	State	County	Total
Fund Balance 07/12	\$0.01	(\$247,605.76)	(\$247,605.76)
Revenue Contract - YTD			
Communicable Disease			
001029 3rd Party Reimbursements	\$0.00	(\$3,132.48)	(\$3,132.48)
001077 Clinic Fee - County	\$0.00	(\$4,397.64)	(\$4,397.64)
001078 MEDICAID ADMINISTRATION OF VACCINE	\$0.00	(\$640.00)	(\$640.00)
001087 MEDICAID STD	\$0.00	(\$4,867.60)	(\$4,867.60)
001114 Vital Statistics - Birth Certificate	\$0.00	(\$5,919.50)	(\$5,919.50)
001115 Vital Statistics - Death Certificate	\$0.00	(\$6,410.00)	(\$6,410.00)
004010 Cash Overage Shortage	\$0.00	(\$1.42)	(\$1.42)
005041 Interest Earned - State Investment Account	\$0.00	(\$319.24)	(\$319.24)
007000 Federal Grants	(\$30,677.66)	\$0.00	(\$30,677.66)
008034 BCC Contribution from General Fund	\$0.00	(\$1,771.38)	(\$1,771.38)
012021 Service Charge on Returned Check	\$0.00	(\$2.83)	(\$2.83)
015040 CATEGORICAL GENERAL REVENUE	(\$4,893.00)	\$0.00	(\$4,893.00)
015050 NON CATEGORICAL GENERAL REVENUE	(\$2,824.33)	\$0.00	(\$2,824.33)
015060 Non-Categorical Tobacco Rebasing	(\$30.09)	\$0.00	(\$30.09)
018000 Refunds	(\$15.12)	(\$128.20)	(\$143.32)
038000 Twelve Mth Warrant Cancellation	\$0.00	(\$0.04)	(\$0.04)
Communicable Disease Subtotal	(\$38,440.21)	(\$27,590.33)	(\$66,030.54)
Primary Care			
001029 3rd Party Reimbursements	\$0.00	(\$16,473.32)	(\$16,473.32)
001075 Medicaid - School Health Certified Match	\$0.00	(\$532.61)	(\$532.61)
001077 Clinic Fee - County	\$0.00	(\$11,319.53)	(\$11,319.53)
001082 MEDICAID DENTAL	\$0.00	(\$194,040.00)	(\$194,040.00)
001083 Medicaid-Family Planning	\$0.00	(\$44,867.27)	(\$44,867.27)
001090 Medicare - Part B	\$0.00	(\$11,549.43)	(\$11,549.43)
001191 MEDICAID MATERNITY	\$0.00	(\$34,360.02)	(\$34,360.02)
001192 MEDICAID COMPREHENSIVE CHILD	\$0.00	(\$8,721.29)	(\$8,721.29)
001193 MEDICAID COMPREHENSIVE ADULT	\$0.00	(\$22,073.35)	(\$22,073.35)
001208 Medipass Case Management Fee	\$0.00	(\$834.00)	(\$834.00)
004010 Cash Overage Shortage	\$0.00	(\$6.23)	(\$6.23)
005041 Interest Earned - State Investment Account	\$0.00	(\$1,402.63)	(\$1,402.63)
007000 Federal Grants	(\$113,664.64)	\$0.00	(\$113,664.64)
008034 BCC Contribution from General Fund	\$0.00	(\$7,782.86)	(\$7,782.86)
008050 School Board Contribution	\$0.00	(\$11,677.41)	(\$11,677.41)
011001 Healthy Start Coalition	\$0.00	(\$84,370.57)	(\$84,370.57)
012021 Service Charge on Returned Check	\$0.00	(\$12.45)	(\$12.45)
015010 Transfers Within Agency	(\$61,499.19)	\$0.00	(\$61,499.19)
015040 CATEGORICAL GENERAL REVENUE	(\$100,702.00)	\$0.00	(\$100,702.00)
015050 NON CATEGORICAL GENERAL REVENUE	(\$154,471.46)	\$0.00	(\$154,471.46)
015060 Non-Categorical Tobacco Rebasing	(\$1,645.61)	\$0.00	(\$1,645.61)
015075 Transfer of Federal Grant from Another Agency	(\$104,475.29)	\$0.00	(\$104,475.29)
018000 Refunds	(\$826.98)	(\$563.26)	(\$1,390.24)
038000 Twelve Mth Warrant Cancellation	(\$149.41)	(\$1.00)	(\$150.41)
Primary Care Subtotal	(\$537,434.58)	(\$450,587.23)	(\$988,021.81)
Environmental Health			
001020 Environmental Health Permits	(\$9,313.60)	\$0.00	(\$9,313.60)

Florida Department of Health County Health Department

Contract Management System

Analysis of Fund Equities

Taylor County for Report Period 7/2012 to 12/2012

Run date: 01/05/2013

	State	County	Total
Environmental Health			
001029 3rd Party Reimbursements	\$0.00	(\$552.00)	(\$552.00)
001092 Environmental Health Fee - State	(\$15,239.80)	\$0.00	(\$15,239.80)
001094 Environmental Health Fee - County	\$0.00	(\$1,550.00)	(\$1,550.00)
004010 Cash Overage Shortage	\$0.00	(\$2.36)	(\$2.36)
005041 Interest Earned - State Investment Account	\$0.00	(\$530.89)	(\$530.89)
008034 BCC Contribution from General Fund	\$0.00	(\$2,945.76)	(\$2,945.76)
012021 Service Charge on Returned Check	\$0.00	(\$4.71)	(\$4.71)
015010 Transfers Within Agency	(\$834.00)	\$0.00	(\$834.00)
015050 NON CATEGORICAL GENERAL REVENUE	(\$16,737.20)	\$0.00	(\$16,737.20)
015060 Non-Categorical Tobacco Rebasing	(\$178.30)	\$0.00	(\$178.30)
018000 Refunds	(\$89.60)	(\$213.19)	(\$302.79)
038000 Twelve Mth Warrant Cancellation	(\$0.03)	(\$0.06)	(\$0.09)
Environmental Health Subtotal	(\$42,392.54)	(\$5,798.97)	(\$48,191.50)
Projects			
Projects Subtotal	(\$2,443.60)	\$0.00	(\$2,443.60)
Total Revenue	(\$620,710.93)	(\$483,976.52)	(\$1,104,687.45)
Expenditures Contract - YTD			
Communicable Disease	\$37,578.62	\$31,892.74	\$69,471.36
Primary Care	\$486,999.58	\$490,888.76	\$977,888.34
Environmental Health	\$37,671.17	\$29,229.12	\$66,900.30
Projects	\$57,031.65	\$0.00	\$57,031.65
Total Expenditures	\$619,281.02	\$552,010.63	\$1,171,291.65
Change in Fund Balance	(\$1,430)	\$68,034	\$66,604
Ending Equity Balance	(\$1,430)	(\$179,572)	(\$181,002)

**TAYLOR COUNTY HEALTH DEPARTMENT
PROGRAM SERVICE VARIANCE ANALYSIS
REPORT PERIOD: OCTOBER 2012 - DECEMBER 2012**

PROGRAM SERVICE	VARIANCE AMOUNT	VARIANCE PERCENTAGE	EXPLANATION	ACTIVITIES TO ACHIEVE PLANNED EXPENDITURE LEVEL	COMPLETION DATE
Immunizations	\$ (3,962)	-27.31%	Decreased demand for flu vaccine led to vaccinations being given by appointment and walking in rather than multiple specialized flu clinic events as held historically.	Forecasted expenditures for remainder of year updated	1/16/2013

Rick Scott
Governor



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

January 15, 2013

The Honorable Pam Feagle, Chairman
Taylor County Board of County Commissioners
Post Office Box 620
Perry, FL 32348

RE: FY 2012-2013 Contract between the Taylor County Board of County Commissioners and the Department of Health for operation of the Taylor County Health Department

Dear Commissioner Feagle:

As specified in paragraph 4, section d., of the above referenced contract, either party may increase or decrease funds to the contract upon written notification to the other party. Accordingly, please find enclosed the following:

- Revised Attachment II, Part I
- Revised Attachment II, Part II with revised revenue planning
- Revised Attachment II, Part III with revised expenditure planning
- Core Contract Amendment review outlining revenue and expenditure revisions

If you have any questions, please feel free to contact me at (850) 584-5087, extension 142.

Sincerely,

A handwritten signature in black ink that reads "Stephen C. Tullos".

Stephen C. Tullos, Administrator
Florida Department of Health – Taylor County

Enclosures

cc: Beth Benton, Bureau of Budget Management

ATTACHMENT II

TAYLOR COUNTY HEALTH DEPARTMENT

PART I. PLANNED USE OF COUNTY HEALTH DEPARTMENT TRUST FUND BALANCES

	Estimated State Share of CHD Trust Fund Balance	Estimated County Share of CHD Trust Fund Balance	Total
1. CHD Trust Fund Ending Balance 09/30/12	\$ (28,168)	\$ 203,854	\$ 175,686
2. Drawdown for Contract Year October 1, 2012 to September 30, 2013	\$ 13,900	\$ (13,900)	\$ -
3. Special Capital Project use for Contract Year October 1, 2012 to September 30, 2013	\$ -	\$ -	\$ -
4. Balance Reserved for Contingency Fund October 1, 2012 to September 30, 2013	\$ (14,268)	\$ 189,954	\$ 175,686

Special Capital Projects are new construction or renovation projects and new furniture or equipment associated with these projects, and mobile health vans.

ATTACHMENT II

TAYLOR COUNTY HEALTH DEPARTMENT Part II. Sources of Contributions to County Health Department

October 1, 2012 to September 30, 2013

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
1. GENERAL REVENUE - STATE						
015040	AIDS PREVENTION	0	0	0	0	0
015040	AIDS SURVEILLANCE	0	0	0	0	0
015040	ALG/CESSPOOL IDENTIFICATION AND ELIMINATION	0	0	0	0	0
015040	ALG/CONTR TO CHDS-AIDS PATIENT CARE	0	0	0	0	0
015040	ALG/CONTR TO CHDS-AIDS PATIENT CARE NETWORK	0	0	0	0	0
015040	ALG/CONTR TO CHDS-SOVEREIGN IMMUNITY	0	0	0	0	0
015040	MINORITY OUTREACH-PENALVER CLINIC - MIAMI-DADE	0	0	0	0	0
015040	PREPAREDNESS GRANT MATCH	4,043	0	4,043	0	4,043
015040	SCHOOL HEALTH GENERAL REVENUE	54,941	0	54,941	0	54,941
015040	STATEWIDE DENTISTRY NETWORK - ESCAMBIA	0	0	0	0	0
015040	STD GENERAL REVENUE	0	0	0	0	0
015040	TREASURE COAST MIDWIFERY - MARTIN	0	0	0	0	0
015040	HEALTHY START MED-WAIVER - CLIENT SERVICES	0	0	0	0	0
015040	JESSIE TRICE CANCER CTR/HEALTH CHOICE - MIAMI-DADE	0	0	0	0	0
015040	LA LIGA-LEAGUE AGAINST CANCER - MIAMI-DADE	0	0	0	0	0
015040	MANATEE COUNTY RURAL HEALTH SERVICES	0	0	0	0	0
015040	METRO ORLANDO URBAN LEAGUE - ORANGE	0	0	0	0	0
015040	MIGRANT LABOR CAMP SANITATION	0	0	0	0	0
015040	DENTAL SPECIAL INITIATIVES	6,542	0	6,542	0	6,542
015040	DUVAL TEEN PREGANCY PREVENTION - DUVAL	0	0	0	0	0
015040	FAMILY PLANNING GENERAL REVENUE	26,953	0	26,953	0	26,953
015040	FL CLPPP SCREENING & CASE MANAGEMENT	0	0	0	0	0
015040	FL HEPATITIS & LIVER FAILURE PREVENTION/CONTROL	0	0	0	0	0
015040	HEALTHY START MED WAIVER - SOBRA	0	0	0	0	0
015040	ALG/IPO HEALTHY START/IPO	0	0	0	0	0
015040	ALG/PRIMARY CARE	112,960	0	112,960	0	112,960
015040	BREAST & CERVICAL - ADMINISTRATION/CASE MANAGEMENT	0	0	0	0	0
015040	COMMUNITY SMILES - MIAMI-DADE	0	0	0	0	0
015040	COMMUNITY TB PROGRAM	5,742	0	5,742	0	5,742
015040	COUNTY SPECIFIC DENTAL PROJECTS - ESCAMBIA	0	0	0	0	0
015050	NON-CATEGORICAL GENERAL REVENUE	348,066	0	348,066	0	348,066
GENERAL REVENUE TOTAL		559,247	0	559,247	0	559,247
2. NON GENERAL REVENUE - STATE						
015010	ALG/CONTR. TO CHDS-BIOMEDICAL WASTE	1,670	0	1,670	0	1,670
015010	ALG/CONTR. TO CHDS-SAFE DRINKING WATER PRG	0	0	0	0	0
015010	CHD PROGRAM SUPPORT	0	0	0	0	0
015010	FOOD AND WATERBORNE DISEASE PROGRAM ADM TF/DACS	0	0	0	0	0
015010	PREPAREDNESS GRANT MATCH	0	0	0	0	0
015010	PUBLIC SWIMMING POOL PROGRAM	0	0	0	0	0
015010	SCHOOL HEALTH TOBACCO TF	17,573	0	17,573	0	17,573
015010	TOBACCO ADMINISTRATION & MANAGEMENT	0	0	0	0	0
015010	TOBACCO COMMUNITY INTERVENTION	116,830	0	116,830	0	116,830
015020	TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015020	TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015020	TRANSFER FROM ANOTHER STATE AGENCY	0	0	0	0	0
015060	NON-CATEGORICAL TOBACCO REBASING	3,711	0	3,711	0	3,711

ATTACHMENT II.

TAYLOR COUNTY HEALTH DEPARTMENT Part II. Sources of Contributions to County Health Department

October 1, 2012 to September 30, 2013

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
NON GENERAL REVENUE TOTAL	139,784	0	139,784	0	139,784
3. FEDERAL FUNDS - State					
007000 ABSTINENCE EDUCATION GRANT PROGRAM	0	0	0	0	0
007000 AIDS PREVENTION	0	0	0	0	0
007000 AIDS SURVEILLANCE	0	0	0	0	0
007000 BIOTERRORISM HOSPITAL PREPAREDNESS	0	0	0	0	0
007000 CHRONIC DISEASE PREVENTION & HEALTH PROMOTION	32,000	0	32,000	0	32,000
007000 COASTAL BEACH MONITORING PROGRAM	0	0	0	0	0
007000 TUBERCULOSIS CONTROL - FEDERAL GRANT	0	0	0	0	0
007000 UNINTENDED/UNWANTED PREG-TEEN PREGNANCY PREV	25,750	0	25,750	0	25,750
007000 WIC ADMINISTRATION	0	0	0	0	0
007000 WIC BREASTFEEDING PEER COUNSELING	0	0	0	0	0
007000 STD FEDERAL GRANT - CSPS	0	0	0	0	0
007000 STD PROGRAM INFERTILITY PREVENTION PROJECT (IPP)	0	0	0	0	0
007000 SYPHILIS ELIMINATION	0	0	0	0	0
007000 TEENAGE PREGNANCY PREVENTION REPLICATION	67,103	0	67,103	0	67,103
007000 TITLE X HIV/AIDS PROJECT	0	0	0	0	0
007000 TOBACCO FAITH BASED PROJECT	0	0	0	0	0
007000 RAPE PREVENTION & EDUCATION	0	0	0	0	0
007000 RYAN WHITE	0	0	0	0	0
007000 RYAN WHITE - EMERGING COMMUNITIES	0	0	0	0	0
007000 RYAN WHITE-AIDS DRUG ASSIST PROG-ADMIN	13,571	0	13,571	0	13,571
007000 RYAN WHITE-CONSORTIA	0	0	0	0	0
007000 SAFE SLEEP EDUCATION	0	0	0	0	0
007000 MINORITY INVOLVEMENT IN HIV/AIDS PROGRAM	0	0	0	0	0
007000 PHP - CITIES READINESS INITIATIVE	0	0	0	0	0
007000 PRECONCEPTION HEALTH CARE	0	0	0	0	0
007000 PREGNANCY ASSOCIATED MORTALITY PREVENTION	0	0	0	0	0
007000 PUBLIC HEALTH INFRASTRUCTURE	0	0	0	0	0
007000 PUBLIC HEALTH PREPAREDNESS BASE	40,431	0	40,431	0	40,431
007000 IMMUNIZATION WIC LINKAGES	0	0	0	0	0
007000 MCH BGTF-GADSDEN SCHOOL CLINIC	0	0	0	0	0
007000 MCH BGTF-HEALTHY START COALITIONS	0	0	0	0	0
007000 MCH QUALITY IMPROVEMENT ACTIVITIES MCHBG	0	0	0	0	0
007000 MINORITY AIDS INITIATIVE	0	0	0	0	0
007000 MINORITY AIDS INITIATIVE TCE COLLABORATIVE	0	0	0	0	0
007000 FGTF/FAMILY PLANNING-TITLE X	54,020	0	54,020	0	54,020
007000 HEALTHY HOMES AND LEAD POISONING GRANT	0	0	0	0	0
007000 HIV HOUSING FOR PEOPLE LIVING WITH AIDS	0	0	0	0	0
007000 HIV INCIDENCE SURVEILLANCE	0	0	0	0	0
007000 IMMUNIZATION FEDERAL GRANT ACTIVITY SUPPORT	4,020	0	4,020	0	4,020
007000 IMMUNIZATION FIELD STAFF EXPENSE	0	0	0	0	0
007000 COLORECTAL CANCER SCREENING 2009-10	0	0	0	0	0
007000 DENTAL SERVICES	9,000	0	9,000	0	9,000
007000 ENHANCE COMPREHENSIVE PREVENTION PLANNING AND IMPL	0	0	0	0	0
007000 EXPANDED TESTING INITIATIVE (ETI)	0	0	0	0	0
007000 FGTF/AIDS MORBIDITY	0	0	0	0	0
007000 FGTF/BREAST & CERVICAL CANCER-ADMIN/CASE MAN	0	0	0	0	0

ATTACHMENT II

TAYLOR COUNTY HEALTH DEPARTMENT Part II. Sources of Contributions to County Health Department

October 1, 2012 to September 30, 2013

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
3. FEDERAL FUNDS - State						
015009	MEDIPASS WAIVER-HLTHY STRT CLIENT SERVICES	0	0	0	0	0
015009	MEDIPASS WAIVER-SOBRA	0	0	0	0	0
007055	ARRA FEDERAL GRANT - SCHEDULE C	0	0	0	0	0
015075	SCHOOL HEALTH TITLE XXI	213,245	0	213,245	0	213,245
015075	SUMMER FOOD PROGRAM INSPECTIONS	0	0	0	0	0
015075	ENTER TITLE	0	0	0	0	0
FEDERAL FUNDS TOTAL		459,140	0	459,140	0	459,140

4. FEES ASSESSED BY STATE OR FEDERAL RULES - STATE

001020	TANNING FACILITIES	1,068	0	1,068	0	1,068
001020	BODY PIERCING	150	0	150	0	150
001020	TATTOO	580	0	580	0	580
001020	MOBILE HOME AND PARKS	3,218	0	3,218	0	3,218
001020	FOOD HYGIENE PERMIT	3,771	0	3,771	0	3,771
001020	BIO MEDICAL WASTE	1,360	0	1,360	0	1,360
001020	PRIVATE WATER CONSTR PERMIT	0	0	0	0	0
001020	PUBLIC WATER ANNUAL OPER PERMIT	891	0	891	0	891
001020	PUBLIC WATER CONSTR PERMIT	0	0	0	0	0
001020	NON-SDWA SYSTEM PERMIT	0	0	0	0	0
001020	SAFE DRINKING WATER	0	0	0	0	0
001020	SWIMMING POOLS	2,812	0	2,812	0	2,812
001092	OSDS PERMIT FEE	41,645	0	41,645	0	41,645
001092	I & M ZONED OPERATING PERMIT	0	0	0	0	0
001092	AEROBIC OPERATING PERMIT	0	0	0	0	0
001092	SEPTIC TANK SITE EVALUATION	0	0	0	0	0
001092	NON SDWA LAB SAMPLE	0	0	0	0	0
001092	OSDS VARIANCE FEE	0	0	0	0	0
001092	ENVIRONMENTAL HEALTH FEES	0	0	0	0	0
001092	OSDS REPAIR PERMIT	0	0	0	0	0
001170	LAB FEE CHEMICAL ANALYSIS	0	0	0	0	0
001170	WATER ANALYSIS-POTABLE	0	0	0	0	0
001170	NONPOTABLE WATER ANALYSIS	0	0	0	0	0
010304	MQA INSPECTION FEE	0	0	0	0	0
001206	CENTRAL OFFICE SURCHARGE	6,308	0	6,308	0	6,308
001093	CHD ON-LINE BILLING FEE	0	0	0	0	0
FEES ASSESSED BY STATE OR FEDERAL RULES TOTAL		61,803	0	61,803	0	61,803

5. OTHER CASH CONTRIBUTIONS - STATE

010304	STATIONARY POLLUTANT STORAGE TANKS	0	0	0	0	0
090001	DRAW DOWN FROM PUBLIC HEALTH UNIT	13,900	0	13,900	0	13,900
031005	CHDTF CASH TRANSFER	0	0	0	0	0
OTHER CASH CONTRIBUTIONS TOTAL		13,900	0	13,900	0	13,900

6. MEDICAID - STATE/COUNTY

001056	MEDICAID PHARMACY	0	0	0	0	0
001076	MEDICAID TB	0	0	0	0	0
001078	MEDICAID ADMINISTRATION OF VACCINE	0	2,000	2,000	0	2,000

ATTACHMENT II.

TAYLOR COUNTY HEALTH DEPARTMENT Part II. Sources of Contributions to County Health Department

October 1, 2012 to September 30, 2013

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
6. MEDICAID - STATE/COUNTY						
001079	MEDICAID CASE MANAGEMENT	0	0	0	0	0
001081	MEDICAID CHILD HEALTH CHECK UP	0	0	0	0	0
001082	MEDICAID DENTAL	0	360,767	360,767	0	360,767
001083	MEDICAID FAMILY PLANNING	0	90,000	90,000	0	90,000
001087	MEDICAID STD	0	7,000	7,000	0	7,000
001089	MEDICAID AIDS	0	0	0	0	0
001147	MEDICAID HMO CAPITATION	0	0	0	0	0
001191	MEDICAID MATERNITY	0	105,000	105,000	0	105,000
001192	MEDICAID COMPREHENSIVE CHILD	0	22,000	22,000	0	22,000
001193	MEDICAID COMPREHENSIVE ADULT	0	30,000	30,000	0	30,000
001194	MEDICAID LABORATORY	0	0	0	0	0
001208	MEDIPASS \$3.00 ADM. FEE	0	2,400	2,400	0	2,400
001059	MEDICAID LOW INCOME POOL	0	0	0	0	0
001051	EMERGENCY MEDICAID	0	0	0	0	0
001058	MEDICAID - BEHAVIORAL HEALTH	0	0	0	0	0
001071	MEDICAID - ORTHOPEDIC	0	0	0	0	0
001072	MEDICAID - DERMATOLOGY	0	0	0	0	0
001075	MEDICAID - SCHOOL HEALTH CERTIFIED MATCH	0	25,000	25,000	0	25,000
001069	MEDICAID - REFUGEE HEALTH	0	0	0	0	0
001055	MEDICAID - HOSPITAL	0	0	0	0	0
001148	MEDICAID HMO NON-CAPITATION	0	0	0	0	0
001074	MEDICAID - NEWBORN SCREENING	0	0	0	0	0
MEDICAID TOTAL		0	644,167	644,167	0	644,167
7. ALLOCABLE REVENUE - STATE						
018000	REFUNDS	3,500	0	3,500	0	3,500
037000	PRIOR YEAR WARRANT	0	0	0	0	0
038000	12 MONTH OLD WARRANT	0	0	0	0	0
ALLOCABLE REVENUE TOTAL		3,500	0	3,500	0	3,500
8. OTHER STATE CONTRIBUTIONS NOT IN CHD TRUST FUND - STATE						
	PHARMACY SERVICES	0	0	0	34,950	34,950
	LABORATORY SERVICES	0	0	0	7,070	7,070
	TB SERVICES	0	0	0	0	0
	IMMUNIZATION SERVICES	0	0	0	43,151	43,151
	STD SERVICES	0	0	0	0	0
	CONSTRUCTION/RENOVATION	0	0	0	0	0
	WIC FOOD	0	0	0	567,053	567,053
	ADAP	0	0	0	12,468	12,468
	DENTAL SERVICES	0	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0	0
OTHER STATE CONTRIBUTIONS TOTAL		0	0	0	664,692	664,692
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT						
008010	CONTRIBUTION FROM CITY GOVERNMENT	0	0	0	0	0
008020	CONTRIBUTION FROM HEALTH CARE TAX NOT THRU BCC	0	0	0	0	0

ATTACHMENT II

TAYLOR COUNTY HEALTH DEPARTMENT Part II. Sources of Contributions to County Health Department

October 1, 2012 to September 30, 2013

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
9. DIRECT LOCAL CONTRIBUTIONS - BCC/TAX DISTRICT						
008040	BCC GRANT/CONTRACT	0	0	0	0	0
008030	CONTRIBUTION FROM HEALTH CARE TAX	0	0	0	0	0
008034	BCC CONTRIBUTION FROM GENERAL FUND	0	50,000	50,000	0	50,000
DIRECT COUNTY CONTRIBUTION TOTAL		0	50,000	50,000	0	50,000
10. FEES AUTHORIZED BY COUNTY ORDINANCE OR RESOLUTION - COUNTY						
001060	CHD SUPPORT POSITION	0	0	0	0	0
001077	RABIES VACCINE	0	0	0	0	0
001077	CHILD CAR SEAT PROG	0	100	100	0	100
001077	PERSONAL HEALTH FEES	0	25,000	25,000	0	25,000
001077	AIDS CO-PAYS	0	0	0	0	0
001094	ADULT ENTER. PERMIT FEES	0	0	0	0	0
001094	LOCAL ORDINANCE FEES	0	6,590	6,590	0	6,590
001114	NEW BIRTH CERTIFICATES	0	14,000	14,000	0	14,000
001115	VITAL STATISTICS - DEATH CERTIFICATE	0	9,000	9,000	0	9,000
001117	VITAL STATS-ADM. FEE 50 CENTS	0	0	0	0	0
001073	CO-PAY FOR THE AIDS CARE PROGRAM	0	0	0	0	0
001025	CLIENT REVENUE FROM GRC	0	0	0	0	0
001040	CELL PHONE ADMINISTRATIVE FEE	0	0	0	0	0
FEES AUTHORIZED BY COUNTY TOTAL		0	54,690	54,690	0	54,690
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY						
001009	RETURNED CHECK ITEM	0	0	0	0	0
001029	THIRD PARTY REIMBURSEMENT	0	20,800	20,800	0	20,800
001029	HEALTH MAINTENANCE ORGAN. (HMO)	0	0	0	0	0
001054	MEDICARE PART D	0	0	0	0	0
001077	RYAN WHITE TITLE II	0	0	0	0	0
001090	MEDICARE PART B	0	5,000	5,000	0	5,000
001190	HEALTH MAINTENANCE ORGANIZATION	0	0	0	0	0
005040	INTEREST EARNED	0	0	0	0	0
005041	INTEREST EARNED-STATE INVESTMENT ACCOUNT	0	4,600	4,600	0	4,600
007010	U.S. GRANTS DIRECT	0	0	0	0	0
008050	SCHOOL BOARD CONTRIBUTION	0	30,010	30,010	0	30,010
008060	SPECIAL PROJECT CONTRIBUTION	0	0	0	0	0
010300	SALE OF GOODS AND SERVICES TO STATE AGENCIES	0	0	0	0	0
010301	EXP WITNESS FEE CONSULTNT CHARGES	0	0	0	0	0
010405	SALE OF PHARMACEUTICALS	0	0	0	0	0
010409	SALE OF GOODS OUTSIDE STATE GOVERNMENT	0	0	0	0	0
011001	HEALTHY START COALITION CONTRIBUTIONS	0	182,742	182,742	0	182,742
011007	CASH DONATIONS PRIVATE	0	0	0	0	0
012020	FINES AND FORFEITURES	0	0	0	0	0
012021	RETURN CHECK CHARGE	0	60	60	0	60
028020	INSURANCE RECOVERIES-OTHER	0	0	0	0	0
090002	DRAW DOWN FROM PUBLIC HEALTH UNIT	0	-13,900	-13,900	0	-13,900
011000	GRANT DIRECT-NOVA UNIVERSITY CHD TRAINING	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT DIRECT-COUNTY HEALTH DEPARTMENT DIRECT SERVICES	0	0	0	0	0

ATTACHMENT II.

TAYLOR COUNTY HEALTH DEPARTMENT Part II. Sources of Contributions to County Health Department

October 1, 2012 to September 30, 2013

		State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
11. OTHER CASH AND LOCAL CONTRIBUTIONS - COUNTY						
011000	DIRECT-ARROW	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT DIRECT-ARROW	0	0	0	0	0
011000	GRANT DIRECT-QUANTUM DENTAL	0	0	0	0	0
011000	GRANT DIRECT-HEALTH CARE DISTRICT PAHOKEE	0	0	0	0	0
011000	GRANT-DIRECT	0	1,500	1,500	0	1,500
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
011000	GRANT-DIRECT	0	0	0	0	0
010402	RECYCLED MATERIAL SALES	0	0	0	0	0
010303	FDLE FINGERPRINTING	0	0	0	0	0
007050	ARRA FEDERAL GRANT	0	0	0	0	0
001010	RECOVERY OF BAD CHECKS	0	0	0	0	0
008065	FCO CONTRIBUTION	0	0	0	0	0
011006	RESTRICTED CASH DONATION	0	0	0	0	0
028000	INSURANCE RECOVERIES	0	0	0	0	0
001033	CMS MANAGEMENT FEE - PMPMP	0	0	0	0	0
010400	SALE OF GOODS OUTSIDE STATE GOVERNMENT	0	0	0	0	0
010500	REFUGEE HEALTH	0	0	0	0	0
005045	INTEREST EARNED-THIRD PARTY PROVIDER	0	0	0	0	0
005043	INTEREST EARNED-CONTRACT/GRANT	0	0	0	0	0
010306	DOH/DOC INTERAGENCY AGREEMENT	0	0	0	0	0
001053	MEDICARE - PART A	0	0	0	0	0
011002	ARRA FEDERAL GRANT - SUB-RECIPIENT	0	0	0	0	0
011004	LOW INCOME POOL - SUBRECIPIENT	0	0	0	0	0
OTHER CASH AND LOCAL CONTRIBUTIONS TOTAL		0	230,812	230,812	0	230,812
12. ALLOCABLE REVENUE - COUNTY						
018000	REFUNDS	0	0	0	0	0
037000	PRIOR YEAR WARRANT	0	0	0	0	0
038000	12 MONTH OLD WARRANT	0	0	0	0	0
COUNTY ALLOCABLE REVENUE TOTAL		0	0	0	0	0
13. BUILDINGS - COUNTY						
	ANNUAL RENTAL EQUIVALENT VALUE	0	0	0	306,900	306,900
	GROUNDS MAINTENANCE	0	0	0	8,000	8,000
	OTHER (SPECIFY)	0	0	0	0	0
	INSURANCE	0	0	0	0	0
	UTILITIES	0	0	0	0	0
	OTHER (SPECIFY)	0	0	0	0	0
	BUILDING MAINTENANCE	0	0	0	0	0
BUILDINGS TOTAL		0	0	0	314,900	314,900
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY						
	EQUIPMENT/VEHICLE PURCHASES	0	0	0	0	0

ATTACHMENT II**TAYLOR COUNTY HEALTH DEPARTMENT
Part II. Sources of Contributions to County Health Department****October 1, 2012 to September 30, 2013**

	State CHD Trust Fund (cash)	County CHD Trust Fund	Total CHD Trust Fund (cash)	Other Contribution	Total
14. OTHER COUNTY CONTRIBUTIONS NOT IN CHD TRUST FUND - COUNTY					
VEHICLE INSURANCE	0	0	0	0	0
VEHICLE MAINTENANCE	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTION (SPECIFY)	0	0	0	0	0
OTHER COUNTY CONTRIBUTIONS TOTAL	0	0	0	0	0
GRAND TOTAL CHD PROGRAM	1,237,374	979,669	2,217,043	979,592	3,196,635

ATTACHMENT II
TAYLOR COUNTY HEALTH DEPARTMENT

Part III. Planned Staffing, Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service

October 1, 2012 to September 30, 2013

	FTE's (0.00)	Clients Units	Services/ Visits	Quarterly Expenditure Plan				State	County	Grand Total
				1st	2nd (Whole dollars only)	3rd	4th			
A. COMMUNICABLE DISEASE CONTROL:										
IMMUNIZATION (101)	0.47	437	595	10,546	9,272	5,646	4,355	5,785	24,034	29,819
STD (102)	0.22	168	243	2,807	3,421	3,991	3,421	0	13,640	13,640
HIV/AIDS PREVENTION (03A1)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS SURVEILLANCE (03A2)	0.00	0	0	0	0	0	0	0	0	0
HIV/AIDS PATIENT CARE (03A3)	0.00	0	0	0	0	0	0	0	0	0
ADAP (03A4)	0.05	0	0	183	9,995	3,393	183	13,754	0	13,754
TB CONTROL SERVICES (104)	0.07	77	158	746	1,878	1,955	1,675	5,207	1,047	6,254
COMM. DISEASE SURV. (106)	0.11	0	0	2,038	3,369	3,930	3,361	7,021	5,677	12,698
HEPATITIS PREVENTION (109)	0.00	0	0	1	0	0	0	1	0	1
PUBLIC HEALTH PREP AND RESP (116)	0.37	0	0	28,191	14,772	0	0	42,963	0	42,963
VITAL STATISTICS (180)	0.09	1,697	2,364	1,009	1,248	1,456	1,248	0	4,961	4,961
COMMUNICABLE DISEASE SUBTOTAL	1.38	2,379	3,360	45,521	43,955	20,371	14,243	74,731	49,359	124,090
B. PRIMARY CARE:										
CHRONIC DISEASE SERVICES (210)	0.64	0	0	11,969	14,977	17,473	0	44,419	0	44,419
TOBACCO PREVENTION (212)	2.38	0	40	27,437	41,380	41,363	35,454	143,525	2,109	145,634
WIC (21W1)	0.00	0	0	-386	0	0	0	-386	0	-386
WIC BREASTFEEDING PEER COUNSELING (21W2)	0.00	0	0	0	0	0	0	0	0	0
FAMILY PLANNING (223)	3.35	651	1,534	52,959	62,192	61,959	62,192	79,553	159,749	239,302
IMPROVED PREGNANCY OUTCOME (225)	1.33	102	795	16,999	21,858	25,501	21,858	0	86,216	86,216
HEALTHY START PRENATAL (227)	2.28	191	2,081	33,719	43,584	46,471	39,832	100,000	63,606	163,606
COMPREHENSIVE CHILD HEALTH (229)	0.49	301	415	3,552	3,001	2,914	1,641	11,108	0	11,108
HEALTHY START INFANT (231)	1.21	153	1,070	26,770	14,237	16,610	14,237	69,517	2,337	71,854
SCHOOL HEALTH (234)	8.44	0	97,771	130,703	128,333	137,801	41,017	399,426	38,428	437,854
COMPREHENSIVE ADULT HEALTH (237)	5.95	579	1,590	107,258	85,932	100,254	87,928	238,834	142,538	381,372
COMMUNITY HEALTH DEVELOPMENT (238)	0.29	0	0	2,007	0	0	0	2,007	0	2,007
DENTAL HEALTH (240)	4.76	1,345	2,906	94,305	95,019	100,856	90,019	0	380,199	380,199
PRIMARY CARE SUBTOTAL	31.12	3,322	108,202	507,292	510,513	551,202	394,178	1,088,003	875,182	1,963,185
C. ENVIRONMENTAL HEALTH:										
Water and Onsite Sewage Programs										
COASTAL BEACH MONITORING (347)	0.00	0	0	0	0	0	0	0	0	0
LIMITED USE PUBLIC WATER SYSTEMS (357)	0.01	13	28	974	741	626	739	1,541	1,539	3,080
PUBLIC WATER SYSTEM (358)	0.00	0	0	106	100	107	83	0	396	396
PRIVATE WATER SYSTEM (359)	0.00	0	0	104	113	102	325	486	158	644
INDIVIDUAL SEWAGE DISP. (361)	1.87	119	285	28,739	32,974	25,334	24,467	62,127	49,387	111,514
Group Total	1.88	132	313	29,923	33,928	26,169	25,614	64,154	51,480	115,634
Facility Programs										
FOOD HYGIENE (348)	0.05	15	60	1,302	0	700	2,873	3,635	1,240	4,875
BODY PIERCING FACILITIES SERVICES	0.00	0	0	0	94	2	40	105	31	136
GROUP CARE FACILITY (351)	0.02	11	16	258	0	0	706	656	308	964
MIGRANT LABOR CAMP (352)	0.00	0	0	0	0	0	0	0	0	0
HOUSING,PUBLIC BLDG SAFETY,SANITATION (353)	0.00	0	0	0	0	0	0	0	0	0

ATTACHMENT II
TAYLOR COUNTY HEALTH DEPARTMENT

Part III. Planned Staffing, Clients, Services, And Expenditures By Program Service Area Within Each Level Of Service

October 1, 2012 to September 30, 2013

	FTE's (0.00)	Clients Units	Services/ Visits	1st	2nd (Whole dollars only)	3rd	4th	State	County	Grand Total
C. ENVIRONMENTAL HEALTH:										
Facility Programs										
MOBILE HOME AND PARKS SERVICES (354)	0.03	9	19	55	1,279	381	0	1,442	273	1,715
SWIMMING POOLS/BATHING (360)	0.04	5	10	-31	85	2,593	0	2,203	444	2,647
BIOMEDICAL WASTE SERVICES (364)	0.02	15	15	701	250	308	600	1,617	242	1,859
TANNING FACILITY SERVICES (369)	0.01	0	0	124	0	0	0	118	6	124
Group Total	0.17	55	120	2,409	1,708	3,984	4,219	9,776	2,544	12,320
Groundwater Contamination										
STORAGE TANK COMPLIANCE (355)	0.00	0	0	0	0	0	0	0	0	0
SUPER ACT SERVICE (356)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.00	0	0	0	0	0	0	0	0	0
Community Hygiene										
TATTOO FACILITIES SERVICES	0.00	0	0	0	0	114	0	108	6	114
COMMUNITY ENVIR. HEALTH (345)	0.00	0	0	0	0	0	0	0	0	0
INJURY PREVENTION (346)	0.00	0	0	0	0	0	0	0	0	0
LEAD MONITORING SERVICES (350)	0.00	0	0	0	0	0	0	0	0	0
PUBLIC SEWAGE (362)	0.00	0	0	0	0	0	0	0	0	0
SOLID WASTE DISPOSAL (363)	0.00	0	0	0	0	0	0	0	0	0
SANITARY NUISANCE (365)	0.01	6	15	543	0	275	258	275	801	1,076
RABIES SURVEILLANCE/CONTROL SERVICES (366)	0.01	0	1	70	145	169	145	327	202	529
ARBOVIRUS SURVEILLANCE (367)	0.01	0	1	95	0	0	0	0	95	95
RODENT/ARTHROPOD CONTROL (368)	0.00	0	0	0	0	0	0	0	0	0
WATER POLLUTION (370)	0.00	0	0	0	0	0	0	0	0	0
INDOOR AIR (371)	0.00	0	0	0	0	0	0	0	0	0
RADIOLOGICAL HEALTH (372)	0.00	0	0	0	0	0	0	0	0	0
TOXIC SUBSTANCES (373)	0.00	0	0	0	0	0	0	0	0	0
Group Total	0.03	6	17	708	145	558	403	710	1,104	1,814
ENVIRONMENTAL HEALTH SUBTOTAL	2.08	193	450	33,040	35,781	30,711	30,236	74,640	55,128	129,768
D. NON-OPERATIONAL COSTS:										
NON-OPERATIONAL COSTS (599)	0.00	0	0	0	0	0	0	0	0	0
ENVIRONMENTAL HEALTH SURCHARGE (399)	0.00	0	0	0	0	0	0	0	0	0
NON-OPERATIONAL COSTS SUBTOTAL	0.00	0	0	0	0	0	0	0	0	0
TOTAL CONTRACT	34.58	5,894	112,012	585,853	590,249	602,284	438,657	1,237,374	979,669	2,217,043

funds and shall include those services mandated on a state or federal level. Examples of environmental health services include, but are not limited to, food hygiene, safe drinking water supply, sewage and solid waste disposal, swimming pools, group care facilities, migrant labor camps, toxic material control, radiological health, occupational health.

b. "Communicable disease control services" are those services which protect the health of the general public through the detection, control, and eradication of diseases which are transmitted primarily by human beings. Communicable disease services shall be supported by available federal, state, and local funds and shall include those services mandated on a state or federal level. Such services include, but are not limited to, epidemiology, sexually transmissible disease detection and control, HIV/AIDS, immunization, tuberculosis control and maintenance of vital statistics.

c. "Primary care services" are acute care and preventive services that are made available to well and sick persons who are unable to obtain such services due to lack of income or other barriers beyond their control. These services are provided to benefit individuals, improve the collective health of the public, and prevent and control the spread of disease. Primary health care services are provided at home, in group settings, or in clinics. These services shall be supported by available federal, state, and local funds and shall include services mandated on a state or federal level. Examples of primary health care services include, but are not limited to: first contact acute care services; chronic disease detection and treatment; maternal and child health services; family planning; nutrition; school health; supplemental food assistance for women, infants, and children; home health; and dental services.

4. FUNDING. The parties further agree that funding for the CHD will be handled as follows:

a. The funding to be provided by the parties and any other sources are set forth in Part II of Attachment II hereof. This funding will be used as shown in Part I of Attachment II.

i. The State's appropriated responsibility *(direct contribution excluding any state fees, Medicaid contributions or any other funds not listed on the Schedule C)* as provided in Attachment II, Part II is an amount not to exceed \$1,146,987.00 *(State General Revenue, Other State Funds and Federal Funds listed on the Schedule C)*. The State's obligation to pay under this contract is contingent upon an annual appropriation by the Legislature.

ii. The County's appropriated responsibility *(direct contribution excluding any fees, other cash or local contributions)* as provided in Attachment II, Part II is an amount not to exceed \$50,000.00 *(amount listed under the "Board of County Commissioners Annual Appropriations section of the revenue attachment)*.


Summary of Funding Revisions
Taylor County Health Department
Funding Revisions for Contract Year 2011-2012

As of December 31, 2012

Program		Previous 9/30/2012	Updated 12/31/2012	Increase/Decrease
Other cash & local contributions		\$ 80,800	\$ 25,800	\$ (55,000)
County Drawdown	400	\$ (49,094)	\$ (13,900)	\$ 35,194
TB	104	\$ 5,540	\$ 5,742	\$ 202
Dental	240	\$ -	\$ 9,000	\$ 9,000
Medicaid- Various Programs		\$ 730,402	\$ 644,167	\$ (86,235)
Immunizations	101	\$ 2,630	\$ 4,020	\$ 1,390
State Drawdown	400	\$ 49,094	\$ 13,900	\$ (35,194)
Various Programmatic County Fees		\$ 35,000	\$ 25,000	\$ (10,000)
Total		\$ 854,372.00	\$ 713,729.00	\$ (140,643.00)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:	BOARD TO APPROVE ADVERTISING FOR THE CONSTRUCTION OF PROVIDENCE ROAD AND ASSOCIATED US HWY 19 TURN LANES UNDER THE FLORIDA DEPARTMENT OF TRANSPORTATION ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND PROGRAM.
	
MEETING DATE REQUESTED:	February 4, 2013

Statement of Issue:

The Engineering Division is requesting approval to advertise a Request For Proposals (RFP) for the construction of Providence Road located and associated US HWY 19 (SR 55) Turn lanes under the Florida Department of Transportation's EDTF Grant.

Recommended Action:

The Board should approve soliciting RFPs for the proposed scope of work to be received March 4, 2013.

Fiscal Impact: FISCAL YR 2012/13 - \$1.4 Million EDTF 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 is preparing plans and a specification package for the improvement of Providence Road and the associated US HWY 19 Turn Lanes under the FDOT's EDTF program. The specifications and construction plans will be incorporated into a Request for Proposals (RFP) that will be advertised upon receiving Board, FDOT and permitting approval. This roadway improvement project consists of furnishing all needed materials, equipment, labor and supervision to construct approximately 3,800 feet of 24 feet wide two-lane collector roadway and associated US HWY 19 Right and Left-turn lanes. The improvements also include drainage aspects, pavement markings and signage, along with other associated work as will be more fully detailed in the plans and specifications material.

Once the Board has approved the proposed scope of work, Staff will forward the plans and specifications to Jordan Green, FDOT EDTF program 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 March 4, 2013 regular Board meeting.

Options:

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

Attachments:

Proposed Request for Proposal package

BID DOCUMENTS

Providence Road Economic Development Transportation Project Taylor County, Florida 2012-006-ENG

February 2012

Prepared for:

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

Prepared by:

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

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- Standard General Conditions**
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PART 1 – BIDDING REQUIREMENTS

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

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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Post Office Box 620
Perry, Florida 32348
(850) 838-3506 Phone
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CONRAD C. BISHOP, JR., County Attorney
Post Office Box 167
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INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed proposals for construction of the **Economic Development Transportation Project - Providence Road.**

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 Economic Development Transportation Project - Providence Road**" 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 March 4, 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:xx P.M. local time, or as soon thereafter as practical, on March 4, 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 10:00 a.m. on Wednesday, February 20, 2013, 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

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ARTICLE 1 - DEFINED TERMS

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

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

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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

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

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

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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

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

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

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

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

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

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

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

4.02 *Underground Facilities*

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

4.03 *Hazardous Environmental Condition*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-Bid conference will be held at 10:00 a.m. local time on Wednesday, February 20, 2013, at the Taylor County Administrative Complex, 201 East Green St., Perry, Florida 32347. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference and or no less than 10 days prior to the Bid Opening Date. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

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

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

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

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

ARTICLE 8 - BID SECURITY

8.01 Bid security will be required for this project.

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

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

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

ARTICLE 9 - CONTRACT TIMES

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

ARTICLE 10 - LIQUIDATED DAMAGES

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

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

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

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to

make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

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

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

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

ARTICLE 13 - PREPARATION OF BID

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum*

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

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

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

ARTICLE 15 - SUBMITTAL OF BID

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

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

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security (when required) and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "**Secondary Road Improvement Plan Project - Providence Road.**" 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.

19.08 In determining the best interest of the Project, Bids will be weighted and ranked according to the following criteria: $\{\text{Total Bid Price} / \text{Engineers Estimate}\} * 0.70 + \{\text{Proposed Contract Days} / 90\} * 0.30 = \text{Bid Score}$, with the lowest score whose bid does not exceed available project funding or the proposed allowable number of days (90).

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

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

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

ARTICLE 21 - SIGNING OF AGREEMENT

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

ARTICLE 22 - SALES AND USE TAXES

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

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

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

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

ARTICLE 23 - RETAINAGE

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

ARTICLE 24 - CONTRACTS TO BE ASSIGNED

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

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

BID FORM

Economic Development Transportation Project - Providence Road

2012-006-ENG

TABLE OF ARTICLES

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
---------------------	----------------------

_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

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

ARTICLE 5 – BASIS OF BID

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

Total Lump Sum Bid Price _____ \$ _____
(words) (numerals)
Total Days for Contract Completion and ready for final payment
Days are Exclusive of approved weather days during term of contract.

Bids will be weighted and ranked according to the following criteria: {Total Bid Price / Engineers Estimate} * 0.70 + {Proposed Contract Days / 90} * 0.30 = Bid Score, with the lowest score whose bid does not exceed available project funding or the proposed allowable number of days (90).

Any and All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Bidder also acknowledges that the award of this project or any portion thereof will be contingent upon the availability of funds. If funding is not available to award the project in its entirety, the Board of County Commissioners reserves the right to award portions thereof so as to remain within available funding. Such partial award will not relieve the Bidder from complying with the full requirements of the awarded portions as more specifically detailed within these specifications.

ARTICLE 6 – TIME OF COMPLETION

- 6.01** Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02** Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01** The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of _____
 - B. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)
 - C. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
 - D. List of Project References
 - E. Required Bidder Qualification Statement with Supporting Data

F. Affidavit of Non-Collusion

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(*Individual's signature*)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(*Signature of general partner -- attach evidence of authority to sign*)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(*Signature -- attach evidence of authority to sign*)

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

Date of Authorization to do business in FLORIDA is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. (If applicable)

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

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

*Economic Development Transportation Project - Providence Road
Taylor County, Florida*

Providence Road Contract: The intent of this contract is to secure all labor and equipment required for the Economic Development Transportation Project - Providence Road, Taylor County, Florida. This project consists of approximately 3,800 feet of new roadway and associated US HWY 19 turn lane(s) construction, clearing & grubbing, 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 _____

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

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

NOTARY PUBLIC

My Commission Expires: _____

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

by _____.

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____
2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

Whose business address is _____

and

(if applicable) its Federal Employer Identification Number (FEIN) is _____,
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)
3. My name is _____ and my relationship to the entity
name above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

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

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

of _____, _____.

NOTARY PUBLIC

My commission expires: _____

NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____ of
(Owner, Partner, Officer, Representative or Agent)
_____, the Bidder that has submitted the attached Bid;
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

WitnessBy: _____
Signature_____
Witness_____
Print Name and Title

STATE OF FLORIDA, (COUNTY OF _____)

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

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

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

____ Personally known to me, or

____ Did take an oath, or

____ Personal identification:

____ Did Not take an oath.

Type of Identification Produced

PART 2– CONTRACT FORMS

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Taylor County Board of County Commissioners (Owner) and _____ (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

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

Economic Development Transportation Project - Providence Road, Taylor County, Florida. This project consists of approximately 3,800 feet of new roadway and associated US HWY 19 turn lane(s) construction, clearing & grubbing, storm water facilities construction, signage and pavement markings, as more fully detailed in the project plans and specifications.

ARTICLE 2 - THE PROJECT

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

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

ARTICLE 3 – ENGINEER/PROJECT ADMINISTRATION

3.01 The Project has been designed by:

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

3.02 The Project will be administered by:

Taylor County Engineering Division
201 East Green Street
Perry, Florida 32347

(Engineer and Project Administrator), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 80 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 90 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

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

4.04 Correction Period/Warranty

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

ARTICLE 5 - CONTRACT PRICE

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

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

	(\$ <u> </u>)
(words)	(numerals)

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

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

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

- a. 90% percent of Work completed (with the balance being retainage); and
- b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90% percent of the Work completed, less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with Paragraph 14.02.B.5 of the General Conditions and less Ten percent (10%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

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

ARTICLE 7 - INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and

Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

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

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

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

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance and Payment bond.
3. Standard General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings consisting of ____ sheets with each sheet bearing the following general title: Economic Development Transportation Project - Providence Road [or] the Drawings listed on attached sheet index.
7. Addenda (numbers ____ to ____, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ____ to ____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive).
 - c. Contractor's and Subcontractor's Valid Business/Contractor Licensing/Registration Information.
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.

b. Work Change Directives.

c. Change Order(s).

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

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

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

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Preference To State Residents

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

10.05 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 _____, 2013 (which is the Effective Date of the Agreement).

OWNER:

Taylor County Board of County Commissioners

By: Jack R. Brown

Title: County Administrator

[COUNTY SEAL]

Attest: Annie Mae Murphy

Title: Taylor County Clerk of Court

Address for giving notices:

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

OR

P.O. Box 620, Perry, FL 32348

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

CONTRACTOR:

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

License No.: _____
(Where applicable)

Agent for service or process: _____

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

BID BOND

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

BIDDER (Name and Address):

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

OWNER (Name and Address):

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
108 NORTH JEFFERSON ST.
PERRY FL, 32347

BID

Bid Due Date: March 4, 2013

Project (Brief Description Including Location): *Economic Development Transportation Project - Providence Road, Taylor County, Florida. This project consists of approximately 3,800 feet of new roadway and associated US HWY 19 turn lane(s) construction, clearing & grubbing, storm water facilities construction, signage and pavement markings, as more fully detailed in the project plans and specifications.*

BOND

Bond Number:

Date (Not later than Bid due date):

Penal Sum: _____

(Words)

(Figures)

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

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

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

Attest: _____
Signature and Title

Attest: _____
Signature and Title

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

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

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

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

3. This obligation shall be null and void if:

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

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

promptness, identifying this Bond and the Project and including a statement of the amount due.

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

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

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

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

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

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

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

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
108 NORTH JEFFERSON ST.
PERRY FL, 32347

CONTRACT

Date:

Amount:

Description (Name and Location): *Economic Development Transportation Project - Providence Road, Taylor County, Florida. This project consists of approximately 3,800 feet of new roadway and associated US HWY 19 turn lane(s) construction, clearing & grubbing, storm water facilities construction, signage and pavement markings, as more fully detailed in the project plans and specifications.*

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract;
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

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

PAYMENT BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
108 NORTH JEFFERSON ST.
PERRY FL, 32347

CONTRACT

Date:

Amount:

Description (Name and Location): *Economic Development Transportation Project - Providence Road, Taylor County, Florida. This project consists of approximately 3,800 feet of new roadway and associated US HWY 19 turn lane(s) construction, clearing & grubbing, storm water facilities construction, signage and pavement markings, as more fully detailed in the project plans and specifications.*

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

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

Attest: _____
Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

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

Attest: _____
Signature and Title:

EJCDC No. C-615 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

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

PART 3 – CONDITIONS OF THE CONTRACT

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

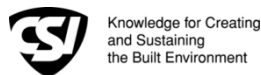
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.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

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GENERAL CONDITIONS**ARTICLE 1 - DEFINITIONS AND TERMINOLOGY**

1.01 Defined Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

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

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

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

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

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

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

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

30. *PCBs*--Polychlorinated biphenyls.

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

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

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

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work.

A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

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

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

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

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

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

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

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

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

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

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

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part

thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

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

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

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

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

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

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

1.02 Terminology

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

B. Intent of Certain Terms or Adjectives

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

C. Day

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

D. Defective

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

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer’s - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

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

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

3. The words “perform” or “provide,” when used in

Economic Development Transportation Project - Providence Road connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

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

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

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work

shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

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

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

2. a preliminary Schedule of Submittals; and

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

2.06 *Preconstruction Conference*

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

2.07 *Initial Acceptance of Schedules*

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

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

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

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

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

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

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

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

3.02 Reference Standards

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

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

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

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. Contractor's Review of Contract Documents

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

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

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

B. Resolving Discrepancies

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

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

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

3.04 Amending and Supplementing Contract Documents

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

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

1. A Field Order;

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

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

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

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

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

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

3.06 *Electronic Data*

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

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

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

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

4.01 *Availability of Lands*

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

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

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

4.02 *Subsurface and Physical Conditions*

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

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

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

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

1. the completeness of such reports and drawings for

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

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

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

4.03 *Differing Subsurface or Physical Conditions*

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

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

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

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

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

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

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

C. Possible Price and Times Adjustments

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

a. such condition must meet any one or more of the

categories described in Paragraph 4.03.A; and

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

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

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

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

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

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

4.04 *Underground Facilities*

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

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

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

a. reviewing and checking all such information and data,

- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

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

4.05 Reference Points

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

and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

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

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

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

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

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

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

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

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

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

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

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

against the consequences of that individual's or entity's own negligence.

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

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

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

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

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

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

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

5.04 *Contractor's Liability Insurance*

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

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

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

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

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

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

b. by any other person for any other reason;

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

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

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

1. with respect to insurance required by Paragraphs

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

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

3. include completed operations insurance;

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

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

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

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

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

5.05 *Owner's Liability Insurance*

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

5.06 *Property Insurance*

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

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

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

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

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

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

6. include testing and startup; and

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

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

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

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

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

5.07 *Waiver of Rights*

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

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

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

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

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

5.08 *Receipt and Application of Insurance Proceeds*

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

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

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

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

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

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

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent

who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

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

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

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

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

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

6.04 *Progress Schedule*

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

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed

adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

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

6.05 *Substitutes and "Or-Equals"*

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

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

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

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

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

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

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

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

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

2. Substitute Items

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

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

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

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

1) shall certify that the proposed substitute item will:

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

b) be similar in substance to that specified, and

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

2) will state:

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

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

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

license fee or royalty;

3) will identify:

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

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

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

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

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

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

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

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

6.06 *Concerning Subcontractors, Suppliers, and Others*

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

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

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

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

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

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

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or

furnishing any of the Work to communicate with Engineer through Contractor.

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

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

6.07 *Patent Fees and Royalties*

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

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

6.08 *Permits*

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

6.09 *Laws and Regulations*

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

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

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

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment,

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

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to

Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material,

Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents

and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the

amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed

sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general Scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,
2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday

pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if

Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the

amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate

decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or

any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the

amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor

agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particu-

lars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
- b. consent of the surety, if any, to final payment;
- c. a list of all Claims against Owner that Contractor believes are unsettled; and
- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment

and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become

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final and binding 30 days after termination of the mediation
unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
2. agrees with the other party to submit the Claim to another dispute resolution process, or
3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive

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final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following:

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

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. *No reports on drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.*
- B. *Not Used.*

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

- C. *The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:*
1. *Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:*
- | | | |
|----|---|-----------|
| a. | State | Statutory |
| b. | Applicable Federal (e.g., Longshoreman's) | Statutory |
| c. | Employer's Liability | \$100,000 |
2. *Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:*
- | | | |
|----|--|-------------|
| a. | General Aggregate | \$1,000,000 |
| b. | Products – Completed Operations Aggregate | \$1,000,000 |
| c. | Personal and Advertising Injury | \$1,000,000 |
| d. | Each Occurrence (Bodily Injury and Property Damage) | \$1,000,000 |
| e. | Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable. | |
| f. | Excess or Umbrella Liability | |
| | 1) General Aggregate | \$1,000,000 |
| | 2) Each Occurrence | \$1,000,000 |

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

- | | | |
|----|---------------------------------|-------------|
| a. | <i>Bodily Injury:</i> | |
| | 1) Each person | \$1,000,000 |
| | 2) Each Accident | \$1,000,000 |
| b. | <i>Property Damage:</i> | |
| | 1) Each Accident | \$ 500,000 |
| c. | <i>Combined Single Limit of</i> | \$1,000,000 |

4. *The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:*

- | | | |
|----|-------------------------|-------------|
| a. | <i>Bodily Injury:</i> | |
| | 1) Each Accident | \$1,000,000 |
| | 2) Annual Aggregate | \$1,000,000 |
| b. | <i>Property Damage:</i> | |
| | 1) Each Accident | \$1,000,000 |
| | 2) Annual Aggregate | \$1,000,000 |

5.04.B.1. Additional Insureds:

Taylor County Board of County Commissioners

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

- H. *The Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.*

SC-6.10 Add a new paragraph immediately after Paragraph 6.10.A:

- B. *Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner.*
1. *Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.*
2. *Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.*

SC-6.13

Permits secured from the County, City, Florida Department of Transportation, Florida Department of Health, Suwannee River Water Management District, Army Corp of Engineers or the Florida Department of Environmental Protection and specific requirements shall be strictly adhered to, including all requirements for the protection of wetlands and Manatees, if applicable.

SC-9.03.A. Add the following language at the end of paragraph 9.03.A:

1. *The County will provide Project Representative services for this project. All work performed for this project shall be inspected by an authorized representative of the Board of County Commissioners of Taylor County on a five day, 8:00 a.m. ~ 5:00 p.m., Monday through Friday work week, excluding County-designated holidays. If weekend work becomes necessary, it must be authorized by the County's representative at least three days prior to scheduling of such work.*
 - a. *The authorized representative shall be given no less than 24 hours prior notice of the expected time and date of pertinent aspects of this project to include, but not be limited to, concrete pours, material deliveries, lane closures etc.*
 - b. *The following individuals, in the listed order, will be the responsible agent(s) for the County:*

*Jack R. Brown, County Administrator
Andy McLeod, Public Works Division Director
Kenneth Dudley, County Engineer
Brent Burford, Engineer*

SC-14.02.A.3 Add the following language at the end of paragraph 14.02.A.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:

1. *The Application for Payment with Engineer's recommendations will be presented to the County for consideration. If the County finds the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 14.02.D will become due thirty days after the Application for Payment is presented to the County, and the County will make payment to the Contractor.*

SC-16

The venue for all disputes shall be Taylor County, Florida.

PART 4– SUPPLEMENTAL SPECIFICATIONS

SUPPLEMENTAL SPECIFICATIONS

1. The Taylor County Board of County Commissioners is improving Providence Road 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-per-minute to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
 10. Offset longitudinal joints in successive asphalt courses a minimum of 4 inches. Offset lateral joints in asphalt courses a minimum of 24 inches.
 11. LIMEROCK BASE: There shall be no adjustment or extra payment for additional thickness of base material.
 12. PRIME COAT: A prime coat shall be applied to the finished base course prior to the application of asphalt courses at the rate of 0.10 gallon per square yard per asphalt course application. Use of EPR-1 will be permitted as a Prime Coat with submission of a FDOT pretest certification and when diluted at no less than a 3:1 water ratio and applied at 0.2~0.25 gal/sy. Prime coat must be allowed to cure a minimum of 24 hours before paving commences. Primed areas open to traffic shall be protected by an approved cover.
 13. SEEDING & MULCHING {Performance Turf}: Permanent seed shall be (Bermuda or Argentina Bahia @ 80 lb/acre), temporary seed (Rye {October ~ March} or Brown Top Millet {April ~ September} @ 20 lb/acre) mixture and placement. Seed shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition.
 14. SODDING {Performance Turf (SOD)}: Roadway Sod shall be rolled Bermuda or Centipede. Remaining areas may be pallet sod. Sod shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition.
 15. Unless noted otherwise, roadway improvements shall include providing & installing OM2V at each approach side of all cross-drains throughout the projects limits.
 16. Unless noted otherwise, all D3 Street name signage shall use a 9 inch high sign with 6 inch uppercase and 4 inch lower case lettering. Public Street names shall be placed on a green sign with white lettering and border. Private Streets shall use a blue background sign with white lettering and border.
 17. CONCRETE: Unless noted otherwise, all concrete shall use one of the curing materials consistent with Section 925, FDOT Specifications, latest edition.

PART 5 – DRAWINGS (BOUND SEPARATELY)

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TAYLOR COUNTY

BOARD OF COUNTY COMMISSIONERS

PROVIDENCE ROAD CONTRACT PLANS

ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT

TAYLOR COUNTY PROJECT NO. 2012-006-ENG

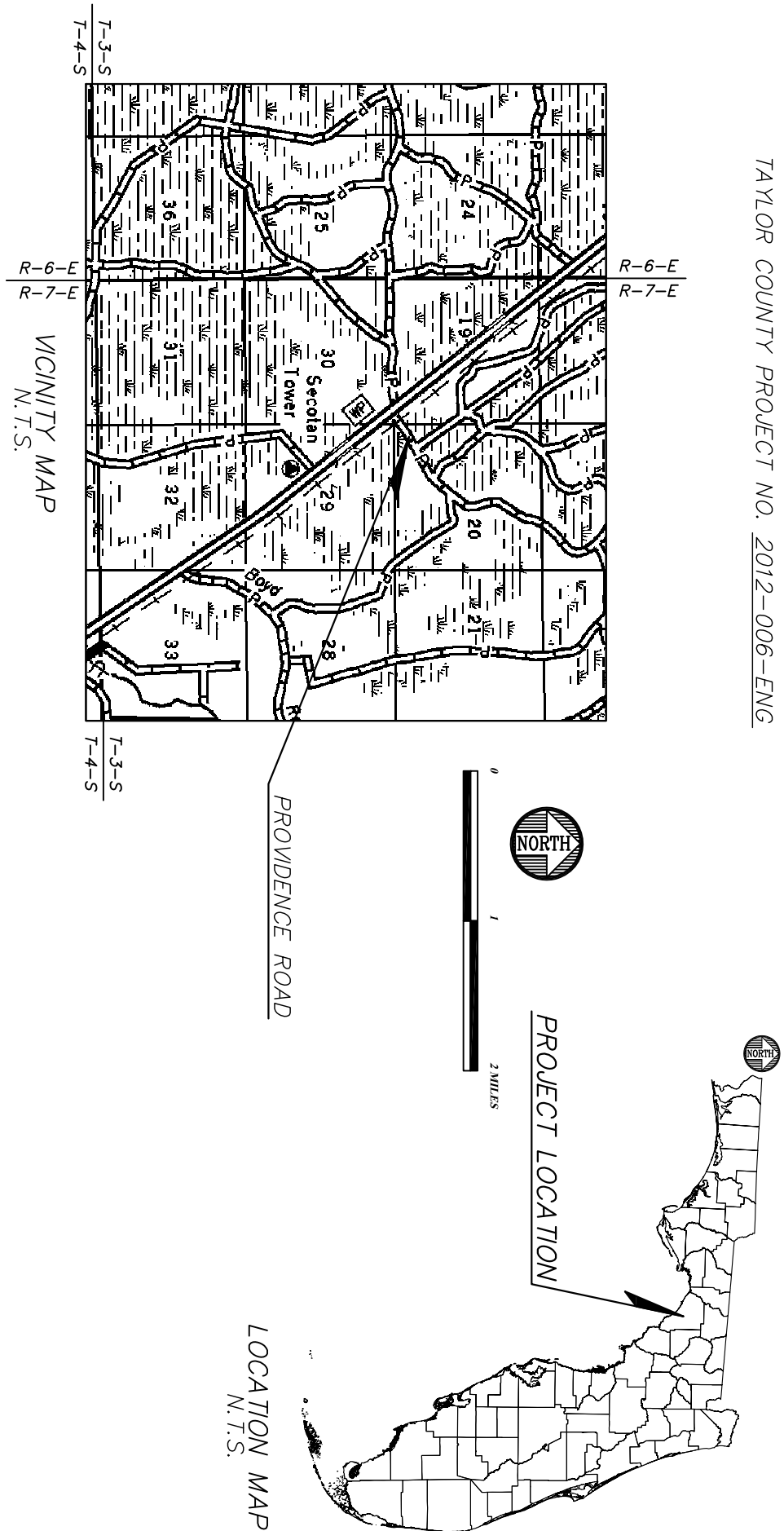
SHEET	DESCRIPTION
1	COVER AND CONTENTS OF SET
2	GENERAL NOTES
3~4	TYPICAL SECTION
5~9	SUMMARY OF QUANTITIES
10~24	PLAN & PROFILE
25~80	CROSS SECTIONS
S-1	SIGNAGE SCHEDULE
S-2	STRIPING PLAN
S-3~S-10	SIGNING AND PAVEMENT MARKINGS
TC-1	TRAFFIC CONTROL
SWPP-1	STORM WATER POLLUTION PREVENTION PLAN

FLORIDA DEPARTMENT OF TRANSPORTATION PROGRAM

ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND:

FDOT PROJECT ID: 432486-1-58-01

LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY	3,770	0.71
BRIDGES	0.00	0.00
NET LENGTH OF PROJECT	3,770	0.71
EXCEPTIONS	0.00	0.71
GROSS LENGTH OF PROJECT	3,770	0.71



ROADWAY SHOP DRAWINGS TO BE
SUBMITTED TO:

KENNETH DUDLEY, P.E.
TAYLOR COUNTY ENGINEERING DIVISION
201 EAST GREEN STREET
PERRY, FL 32347

NOTE: THE SCALE OF THESE
PLANS MAY HAVE CHANGED DUE TO
REPRODUCTION.

ROADWAY PLANS

ENGINEER OF RECORD: KENNETH DUDLEY

P.E. NO.: 58014

DATE	REVISION	SEAL KENNETH R. DUDLEY	TAYLOR COUNTY ENGINEERING DIVISION BOARD OF COUNTY COMMISSIONERS 201 E. GREEN STREET PERRY, FL. 32347 PH: (850) 838-3500 FAX: (850) 838-3501 E-MAIL: county.engineer@taylorcountygov.com		DESIGNED BY KRD DRAWN BY BOB CHECKED BY KRD APPROVED BY BOCC	PROJECT NAME PROVIDENCE RD SHEET TITLE COVER & CONTENTS DATE 1/28/13 SCALE NTS	PROJECT NO. 2012-006-ENG SHEET NO. 1 SHEET 1 OF ###
FILE NAME C#QTO	PLOT DATE 1/29/2013 12:02 PM	58014					

5

ORDINANCE NO.: _____

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA FOR THE REGULATION AND CONTROL OF THE SALE, DELIVERING AND POSSESSION OF SUBSTANCES, AS DEFINED BY CHAPTER 893.03 FLORIDA STATUTES AND CHAPTER 893.035 OF FLORIDA STATUTES AND MEETS THE CRITERIA OF ANY SUBSTANCE THE ATTORNEY GENERAL OF THE STATE OF FLORIDA MAY ADD PURSUANT TO SAID STATUTES WHICH INCLUDES, "CONTROLLED SUBSTANCE", THE DEFINITION OF WHICH IS, DUE TO ITS CHEMICAL STRUCTURE AND POTENTIAL FOR ABUSE IS SUBSTANTIALLY SIMILAR TO THAT OF A CONTROLLED SUBSTANCE LISTED IN SCHEDULE I OR SCHEDULE II OF CHAPTER 893.03 FLORIDA STATUTES, PROVIDING FOR THE ADMINISTRATION AND REGULATION FOR THE ADMINISTRATION AND ENFORCEMENT, PROVIDING FOR CIVIL PENALTIES, ADMINISTRATIVE FEES; PROVIDING FOR SEVERABILITY AND REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 125.01(1)(t) Florida Statutes, as amended provides that the Board of County Commission may adopt ordinances and resolutions necessary for the exercise of their powers and prescribe fines and penalties for the violation of their ordinances in accordance with law, and

WHEREAS, the Board of County Commission of Taylor County, Florida, have been made aware that new substances sometimes called "designer drugs" because they can be designed to produce pharmacological effect to evade the controlling statutory promises, and

WHEREAS, the State of Florida has passed Chapter 893.03 and Chapter 893.035 to conduct the sale, delivery and possession of said substances, and

WHEREAS, said Chapter 893.035 has authorized the Attorney General of the State of Florida, to rule and add substances that are similar to prohibited substances on Schedule I or Schedule II of Chapter 893.03 Florida Statutes,

WHEREAS, said substances have been marketed, sold, delivered and possessed in Taylor County, Florida, and have been offered for sale in Taylor County, Florida, to-wit: the unincorporated areas of Taylor County, and have been sold to minors in Taylor County, Florida, and

WHEREAS, the citizens of Taylor County, Florida and elected officials and law enforcement officers and officials have noticed an increase in the sale, use and possession of said substances, which include but are not limited to the following names: K2, Spice, Pep, Zohai, Yucatan Fire, Genie, Acapulco Spices, Serenity Now, Spice Gold, Shokotsu, Afghan Incense, Baked, Black Magic, Buzz, Cherry Charm, Fire Bird, Fire "N" Ice, Pulse, Solitude, Voodoo, or Mr. Smiley, and other names; and

WHEREAS, any product that has been declared illegal by the Attorney General of the State of Florida, should not be sold, delivered, or possession in Taylor County, Florida, and

WHEREAS, any product is similar in chemical makeup or listed in Florida Statutes, and

WHEREAS, Taylor County has noticed that the products and designer drugs have been banned by several states and counties throughout the United States to protect the public health and welfare of the citizens of said states and counties, and

WHEREAS, the smoke emanating from the burning or incinerating of these items may cause adverse effects on bystanders or in the vicinity of such activity, and

WHEREAS, there are no standardized labeling requirements to these items which would alert citizens and or law enforcement to the inclusion of banned substances within these products, and

WHEREAS, the Board of County Commissioners of Taylor County, Florida, find it is in the best interests of the citizens of Taylor County to regulate the sale, marketing, possession or offering for sale of products which may contain banned substances within the unincorporated areas of Taylor County, Florida, in order to protect the health, safety and welfare of the citizens of Taylor County, Florida.

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

Section 1. Regulation.

1. It is unlawful for any person to possess, sell, market, or offer for trade within the unincorporated area of Taylor County, Florida, products which consist substantially of plant material(s) weighing 25 grams or less in containers, packages, baggies, pouches, vials, or similar apparatus, unless the following have been complied with:
 - a) The plant material is excluded from this ordinance by being listed on Exhibit A of this ordinance and packaged and factory labeled in a singular sense for cooking and or food seasoning with no further additives, or
 - b) The package is 100 percent whole seeds solely for planting to grow recognized agricultural plants, or
 - c) The person has analysis from a certified laboratory, approved by the County, that the plant material contains no traces of substances listed in Schedules I, II, III, IV, and/or V of Section 893.03 Florida Statutes. A separate analysis is required for each different size of containers, packages, baggies, pouches, vials, or similar apparatus. A separate analysis is also required for each different "brand" name of applicable items for sale. Each analysis must be sent from the laboratory directly to the Taylor County Sheriff's Department prior to the commencement of sale or possession of any applicable item in a manner that receipt by the police department can be verified. The cost of the analysis and the transfer of the data is the responsibility of the possessor of the product, not the County. A copy of applicable analysis must also be in the

possession of the processor of the product. Each analysis must have a date of analysis on them, and no analysis beyond 180 days of date of analysis is valid.

2. Products for which analysis is required may not be sold, or traded, or bartered, or given to or by any person under the age of twenty-one.
3. Products for which analysis is required must be kept out of sight of customers with access only available to store employees.
4. No advertisement, display, inducement, promotion, or any other similar activity may be used for products for which analysis is required.

Section 2. Penalties.

1. Any violation of Section 1 of this ordinance is subject to a minimum \$500 fine, per occurrence. Every separate container, packages, baggies, pouches, vials, or similar apparatus in violation is a separate occurrence.
2. Any violation of Section 1 of this ordinance that occurs in a place of business will result in a suspension of the license to operate the business, for a minimum of 31 days. Total duration of business license suspension will be at discretion of the County Code Enforcement Board (or Hearing Officer) after a hearing held at their normal meetings. License will not be reinstated until fines have been paid in full.
3. Any violation of Section 1 of this ordinance that occurs involving a vehicle, will result in a minimum impoundment of the vehicle of 31 days, and will incur normal impoundment fees. Total duration of vehicle impoundment will be at discretion of the County Code Enforcement Board (or Hearing Officer) after a hearing held at their normal meetings. Vehicle will remain impounded until all fines and impoundment fees have been paid in full.
4. Any product found in violation will be seized and held by the Taylor County Sheriff's Department, or another law enforcement agency designated by the Taylor County Sheriff's Department. Product will be held and ultimately disposed of under normal evidence retention and disposal policies of the Taylor County Sheriff's Department.

Section 3. Administration; rules.

The Board of County Commissioners may promulgate reasonable rules and regulations deemed necessary for the proper administration and enforcement of the provisions of this Ordinance and may employ revenue and personnel as necessary to implement this Ordinance.

Section 4 . Fees Collected by the County.

All fees and fines collected under this Ordinance shall be paid in to the Clerk of the Court and all necessary expenses incurred in the administration and enforcement of this Ordinance shall be paid for from the Counties MSTU Fund.

Section 5. Severability.

If any section, subsection, clause or phrase of this Ordinance is, for any reason; held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of County Commissioners hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that anyone or more sections, subsections, clauses or phrases be declared unconstitutional.

Section 6. Ordinance Cumulative.

This ordinance shall not be construed to repeal any provision of the existing code and ordinances of Taylor County. Instead, this ordinance shall be held to be in addition to and cumulative to the existing code and ordinances of Taylor County.

Section 7. This Ordinance may be read by title only.

Section 8. Liberal Interpretation of Ordinance.

All provisions and terms of this ordinance are to be liberally construed to have the most restrictive interpretation of the regulation of the products herein described.

Section 9. Conflict. All Ordinances or portions of Ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 10. Effective Date. This Ordinance shall become effective 30 days after its passage and adoption.

PASSED and ADOPTED in regular session by the Board of County Commissioners of Taylor County, Florida, on this ____ day of _____, 201____.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
PAM FEAGLE Chairperson

ATTEST:

ANNIE MAE MURPHY, Clerk

EXHIBIT A
Items Not Prohibited Under This Ordinance

A

- Allspice (*Pimenta dioica*)
- Angelica (*Angelica archangelica*)
- Anise (*Pimpinella anisum*)
- Aniseed myrtle (*Syzygium anisatum*)
- Annatto (*Bixa orellana*)
- Apple mint (*Mentha suaveolens*)
- Avocado leaf (*Persea americana*)

B

- Barberry (*Berberis vulgaris* and other *Berberis* spp.)
- Basil, sweet (*Ocimum basilicum*)
- Basil, lemon (*Ocimum* × *citriodorum*)
- Basil, Thai (*O. basilicum* var. *thyrsiflora*)
- Basil, Holy (*Ocimum tenuiflorum*)
- Black cardamom (*Amomum subulatum*, *Amomum costatum*)
- Black mustard (*Brassica nigra*)
- Blue fenugreek, blue melilot (*Trigonella caerulea*)
- Brown mustard (*Brassica juncea*)

C

- Caraway (*Carum carvi*)
- Cardamom (*Elettaria cardamomum*)
- Carob (*Ceratonia siliqua*)
- Carom seeds
- Catnip (*Nepeta cataria*)
- Cassia (*Cinnamomum aromaticum*)

- Cayenne pepper (*Capsicum annuum*)
- Celery seed (*Apium graveolens*)
- Chervil (*Anthriscus cerefolium*)
- Chicory (*Cichorium intybus*)
- Chili pepper (*Capsicum spp.*)
- Chives (*Allium schoenoprasum*)
- Cicely, sweet cicely (*Myrrhis odorata*)
- Cilantro, coriander greens, coriander herb (*Coriandrum sativum*)
- Cinnamon, Indonesian (*Cinnamomum burmannii*, *Cassia vera*)
- Cinnamon, Saigon or Vietnamese (*Cinnamomum loureiroi*)
- Cinnamon, true or Ceylon (*Cinnamomum verum*, *C. zeylanicum*)
- Cinnamon, white (*Canella winterana*)
- Cinnamon myrtle (*Backhousia myrtifolia*) (Australia)
- Clary, Clary sage (*Salvia sclarea*)
- Clove (*Syzygium aromaticum*)
- Coriander seed (*Coriandrum sativum*)
- Cuban oregano (*Plectranthus amboinicus*)
- Cubeb pepper (*Piper cubeba*)
- Cudweed (*Gnaphalium spp.*)
- Culantro, culangot, long coriander (*Eryngium foetidum*)
- Cumin (*Cuminum cyminum*)
- Curry leaf (*Murraya koenigii*)
- Curry plant (*Helichrysum italicum*)

D

- Dill seed (*Anethum graveolens*)
- Dill herb or weed (*Anethum graveolens*)

E

- Elderflower (*Sambucus spp.*)
- Epazote (*Dysphania ambrosioides*)

F

- Fennel (*Foeniculum vulgare*)
- Fenugreek (*Trigonella foenum-graecum*)
- File powder, gumbo file (*Sassafras albidum*)
- Fingerroot, *krachai*, *temu kuntji* (*Boesenbergia rotunda*)

G

- Galangal, greater (*Alpinia galanga*)
- Galangal, lesser (*Alpinia officinarum*)
- Galingale (*Cyperus spp.*)
- Garlic chives (*Allium tuberosum*)
- Garlic (*Allium sativum*)
- Garlic, elephant (*Allium ampeloprasum var. ampeloprasum*)
- Ginger (*Zingiber officinale*)
- Ginger, torch, *bunga siantan* (*Etlingera elatior*)
- Golpar, Persian hogweed (*Heracleum persicum*)

H

- Horseradish (*Armoracia rusticana*)
- Houttuynia cordata
- Huacatay, Mexican marigold, mint marigold (*Tagetes minuta*)
- Hyssop (*Hyssopus officinalis*)

I

- Indonesian bay leaf, *daun salam* (*Syzygium polyanthum*)

J

- Jasmine flowers (*Jasminum* spp.)
- Juniper berry (*Juniperus communis*)

K

- Kaffir lime leaves, Makrud lime leaves (*Citrus hystrix*)
- Kala zeera (or kala jira), black cumin (*Bunium persicum*)
- Kawakawa seeds (*Macropiper excelsum*)
- Kencur, galangal, kentjur (*Kaempferia galanga*)
- Keluak, kluwak, kepayang (*Pangium edule*)
- Kokam seed (*Garcinia indica*)
- Korarima, Ethiopian cardamom, false cardamom (*Aframomum corrorima*) Koseret leaves (*Lippia adoensis*) (Ethiopia)

L

- Lavender (*Lavandula* spp.)
- Lemon balm (*Melissa officinalis*)
- Lemongrass (*Cymbopogon citratus*, *C. flexuosus*, and other *Cymbopogon* spp.)
- Lemon ironbark (*Eucalyptus staigeriana*)
- Lemon myrtle (*Backhousia citriodora*)
- Lemon verbena (*Lippia citriodora*)
- Leptotes bicolor
- Lesser calamint (*Calamintha nepeta*), nipitella, nepitella
- Licorice, liquorice (*Glycyrrhiza glabra*)
- Lime flower, linden flower (*Tilia* spp.)
- Lovage (*Levisticum officinale*)

M

- Mace (*Myristica fragrans*)
- Mahlab, St. Lucie cherry (*Prunus mahaleb*)
- Malabathrum, tejpat (*Cinnamomum tamala*)

- Marjoram (*Origanum majorana*)
- Marsh mallow (*Althaea officinalis*)
- Mastic (*Pistacia lentiscus*)
- Mint (*Mentha* spp.) 25 species, hundreds of varieties
- Mountain horopito (*Pseudowintera colorata*)
- Musk mallow, abelmosk (*Abelmoschus moschatus*)
- Mustard, black, mustard plant, mustard seed (*Brassica nigra*)
- Mustard, brown, mustard plant, mustard seed (*Brassica juncea*)
- Mustard, white, mustard plant, mustard seed (*Sinapis alba*)

N

- Nasturtium (*Tropaeolum majus*)
- Nigella, kalonji, black caraway, black onion seed (*Nigella sativa*)
- Njangsa, djansang (*Ricinodendron heudelotii*)
- Nutmeg (*Myristica fragrans*)

O

- Olida (*Eucalyptus olida*)
- Oregano (*Origanum vulgare*, *O. heracleoticum*, and other species)
- Orris root (*Iris germanica*, *I. florentina*, *I. pallida*)

P

- Pandan flower, kewra (*Pandanus odoratissimus*)
- Pandan leaf, screwpine (*Pandanus amaryllifolius*)
- Paprika (*Capsicum annuum*)
- Paracress (*Spilanthus acmella*, Soleracea)
- Parsley (*Petroselinum crispum*)
- Pepper: black, white, and green (*Piper nigrum*)
- Pepper, Dorrigo (*Tasmannia stipitata*)
- Pepper, long (*Piper longum*)

- Pepper, mountain, Cornish pepper leaf (*Tasmannia lanceolata*)
- Peppermint (*Mentha piperata*)
- Peppermint gum leaf (*Eucalyptus dives*)
- Perilla, shiso (*Perilla* spp.)
- Peruvian pepper (*Schinus molle*)
- Pandanus amaryllifolius
- Brazilian pepper or Pink pepper (*Schinus terebinthifolius*)

Q

- Quassia (*Quassia amara*) (bitter spice in aperitifs and some beers and fortified wines)

R

- Ramsons, wood garlic (*Allium ursinum*)
- Rice paddy herb (*Limnophila aromatica*)
- Rosemary (*Rosmarinus officinalis*)
- Rue (*Ruta graveolens*)

S

- Safflower (*Carthamus tinctorius*), for yellow color
- Saffron (*Crocus sativus*)
- Sage (*Salvia officinalis*)
- Saigon cinnamon (*Cinnamomum loureiroi*)
- Salad burnet (*Sanguisorba minor*)
- Salep (*Orchis mascula*)
- Salt
- Sassafras (*Sassafras albidum*)
- Savory, summer (*Satureja hortensis*)
- Savory, winter (*Satureja montana*)
- Silphium, silphion, laser, laserpicium, lasarpicium (Ancient Roman cuisine, Ancient Greek cuisine)
- Sorrel (*Rumex acetosa*)

- Sorrel, sheep (*Rumex acetosella*)
- Spearmint (*Mentha spicata*)
- Spikenard (*Nardostachys grandiflora* or *N. jatamansi*)
- Star anise (*Illicium verum*)
- Sumac (*Rhus coriaria*)
- Sweet woodruff (*Galium odoratum*)
- Szechuan pepper, Sichuan pepper (*Zanthoxylum piperitum*)

T

- Tarragon (*Artemisia dracunculus*)
- Thyme (*Thymus vulgaris*)
- Thyme, lemon (*Thymus × citriodorus*)
- Turmeric (*Curcuma longa*)

V

- Vanilla (*Vanilla planifolia*)
- Vietnamese balm (*Elsholtzia ciliata*)
- Vietnamese cinnamon (*Cinnamomum loureiroi*)
- Vietnamese coriander (*Persicaria odorata*)
- Voatsiperifery (*Piper borbonense*)

W

- Wasabi (*Wasabia japonica*)
- Water-pepper, smartweed (*Polygonum hydropiper*)
- Watercress (*Rorippa nasturtium-aquaticum*)
- Wattleseed (from about 120 spp. of Australian *Acacia*)
- White mustard (*Sinapis alba*)
- Wild betel (*Piper sarmentosum*)
- Wild thyme (*Thymus serpyllum*)
- Willow herb (*Epilobium parviflorum*)


- Winter savory (*Satureja montana*)
- Wintergreen (*Gaultheria procumbens*)
- Wood avens, herb bennet (*Geum urbanum*)
- Woodruff (*Galium odoratum*)
- Wormwood, absinthe (*Artemisia absinthium*)

Y

- Yellow mustard (*Brassica hirta* = *Sinapis alba*)
- Yerba buena, any of four different species, many unrelated

Z

- Za'atar (herbs from the genera *Origanum*, *Calamintha*, *Thymus*, and *Satureja*)
- Zedoary (*Curcuma zedoaria*)

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE: 	RICHARD POWELL TO PRESENT DMH YEAR END AUDIT REPORT
MEETING DATE REQUESTED:	2/4/2013

Statement of Issue: DMH YEAR END AUDIT REPORT PRESENTED BY RICHARD POWELL

Recommended Action:

Fiscal Impact:

Budgeted Expense: Y/N

Submitted By: DMH

Contact: TASHA TOWLES

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



DMH FINANCIALS

MEETING DATE REQUESTED:

2/4/2013

Statement of Issue: GERI FORBES, CEO TO PRESENT DMH FINANCIALS

Recommended Action:

Fiscal Impact:

Budgeted Expense: Y/N

Submitted By: DMH

Contact: TASHA TOWLES

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: NEIL RICE TO APPEAR BEFORE THE BOARD TO PRESENT AND DISCUSS DOCUMENTS REGARDING AGENDA 21 AND SUSTAINABLE DEVELOPMENT



MEETING DATE REQUESTED: 2/4/13

Statement of Issue: NEIL RICE TO PRESENT INFORMATION REGARDING AGENDA 21 AND SUSTAINABLE DEVELOPMENT

Recommended Action: DISCUSSION

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: NEIL RICE

Contact: 850-584-6831

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Options:

Attachments: ATTACHMENTS TO BE DISTRIBUTED AT THE MEETING

12

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO RECEIVE THE TAYLOR COASTAL WATER AND SEWER DISTRICT ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDING SEPTEMBER 30, 2012, AS AGENDAED BY THE COUNTY ADMINISTRATOR

MEETING DATE REQUESTED:

JANUARY 22, 2013

Statement of Issue: THE BOARD TO RECEIVE A FINANCIAL AUDIT REPORT

Recommended Action: DISCUSSION

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: JACK BROWN, COUNTY ADMINISTRATOR

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE TAYLOR COASTAL WATER AND SEWER DISTRICT IS SUBMITTING THEIR ANNUAL FINANCIAL REPORT.

Options:

Attachments: FINANCIAL REPORT FOR FISCAL YEAR ENDING SEPTEMBER 30, 2012

TAYLOR COASTAL WATER & SEWER DISTRICT

18820 BEACH ROAD

PERRY, FL 32348

Phone/Fax: (850) 578-3043

www.tcwsd.org

tcwsd@fairpoint.net


December 28, 2012

Jack Brown
Taylor County Administrator
201 E. Green St
Perry, Fl. 32347

Dear Jack:

I have enclosed a copy of the Taylor Coastal Water and Sewer District Annual Financial Report for fiscal year ending September 30, 2012.

Sincerely,



M. Diane Carlton
Office Manager
Board Secretary
Taylor Coastal Water and Sewer District

Enclosure

**TAYLOR COASTAL WATER
AND SEWER DISTRICT**

ANNUAL FINANCIAL REPORT

For the Fiscal Year Ended September 30, 2012

**TAYLOR COASTAL WATER
AND SEWER DISTRICT**

ANNUAL FINANCIAL REPORT

For the Fiscal Year Ended September 30, 2012

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INTRODUCTORY SECTION

**TAYLOR COASTAL WATER
AND SEWER DISTRICT**

LIST OF PRINCIPAL OFFICIALS

September 30, 2012

CHAIRMAN

Glenn E. Senter

VICE CHAIRMAN

Gennie Malone

SECRETARY

Diane Carlton

COMMISSIONERS

**Lynn Aiberjeris
Charles D. Carlton
Marcia K. Parker
Lee Bennett
Billy Ezell**

FINANCIAL SECTION



Powell & Jones
Certified Public Accountants

Richard C. Powell, Jr., CPA
Marian Jones Powell, CPA

10000 N. 15th Avenue
Jacksonville, Florida 32212
904 / 755-4100
Fax: 904 / 719-3904

INDEPENDENT AUDITOR'S REPORT powellandjones@bellsouth.net

To the Board of Commissioners
Taylor Coastal Water and Sewer District
Perry, Florida

We have audited the accompanying basic financial statements of the governmental activities and the major fund of Taylor Coastal Water and Sewer District (the District), as of and for the year ended September 30, 2012, as listed in the table of contents. These basic financial statements are the responsibility of the Taylor Coastal Water and Sewer District's management. Our responsibility is to express an opinion on these financial statements based on our audit. The prior year summarized comparative information has been derived from the District's 2011 financial statements, and in our report dated January 6, 2012, we expressed an unqualified opinion on those financial statements.

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

In our opinion, the basic financial statements referred to above present fairly, in all material respects, the financial position of the Taylor Coastal Water and Sewer District, as of September 30, 2012, and the respective changes in financial position and cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated November 26, 2012, on our consideration of the Taylor Coastal Water and Sewer District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 8 through 10 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate, operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis, and is not a required part of the basic financial statements of the Taylor Coastal Water and Sewer District. The Schedule of Expenditures of Federal Awards is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare certain additional procedures, including comparing and reconciling such information. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

A handwritten signature in black ink that reads "Powell & Jones". The signature is written in a cursive, flowing style. The "P" is large and loops around the "o" in "Powell". The "&" is written as a simple ampersand. The "J" in "Jones" is large and loops around the "o".

POWELL & JONES

Certified Public Accountants

November 26, 2012

TAYLOR COASTAL WATER AND SEWER DISTRICT

Management's Discussion and Analysis

September 30, 2012

The management of the Taylor Coastal Water and Sewer District (the District) offers readers of our financial statements the following narrative overview and analysis of our financial activities for the year ended September 30, 2012.

Basic Financial Statements

Our basic financial statements are prepared using proprietary fund (enterprise fund) accounting principles which is the same basis of accounting as private-sector business enterprises. The District is operated under one enterprise fund. Under this method of accounting, an economic resources measurement focus and the accrual basis of accounting is used.

Revenue is recorded when earned and expenses are recorded when incurred. The basic financial statements include a statement of net assets, a statement of revenues, expenses and changes in net assets, and a statement of cash flows. These are followed by notes to the financial statements.

The statement of net assets presents information on the District's assets and liabilities, with the difference between the two reported as net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of revenues, expenses and changes in net assets reports the operating revenues and expenses and nonoperating revenues and expenses of the District for the fiscal year with the difference - the net income or loss - being combined with any capital grants to determine the net change in assets for the fiscal year. That change combined with the net assets at the end of the previous year total to the net assets at the end of the current fiscal year.

The statement of cash flows reports cash and cash equivalent activities for the fiscal year resulting from operating activities, capital and related financing activities, noncapital and related financing activities and investing activities. The net result of these activities added to the beginning of the year cash balance total to the cash and cash equivalent balance at the end of the current fiscal year.

Condensed Financial Information

Condensed financial information from the statements of net assets at September 30, 2012 and 2011, and revenues, expenses and changes in net assets for the years then ended, follows:

	September 30,	
	2012	2011
Net Assets		
Current and other assets	\$ 412,422	\$ 340,217
Capital assets, net	5,468,585	5,452,677
Total assets	5,881,007	5,792,894
Current liabilities	43,411	42,440
Long-term liabilities	1,410,139	1,433,219
Total liabilities	1,453,550	1,475,659
Net assets:		
Invested in capital assets, net of related debt	4,072,130	4,041,832
Restricted	97,665	62,793
Unrestricted	257,662	212,610
Total net assets	\$ 4,427,457	\$ 4,317,235

	For the Fiscal Year Ended September 30,	
	2012	2011
Change in Net Assets		
Operating revenue:		
Revenue from water and sewer services	\$ 386,508	\$ 369,011
Total operating revenues	386,508	369,011
Operating expenses:		
Personnel services	114,202	118,108
Other operating expenses	93,760	100,113
Total operating expenses, excluding depreciation	207,962	218,221
Depreciation	274,181	274,165
Total operating expenses, including depreciation	482,143	492,386
Operating loss	(95,635)	(123,375)
Net nonoperating revenue (expense)	(56,831)	(42,924)
Loss before capital contributions	(152,466)	(166,299)
Customer grinder pump contributions	6,964	20,400
Land contribution	158,080	-
EPA grant revenue	22,979	424,299
USDA-RD grant revenue	74,665	624,254
Increase in net assets	110,222	902,654
Beginning of year net assets	4,317,235	3,414,581
End of year net assets	\$ 4,427,457	\$ 4,317,235

During the year ended September 30, 2012, net assets increased by \$110,222, primarily due to the receipt of capital grants.

Capital Assets and Debt Administration

Capital Assets

At September 30, 2012, the District had \$5.4 million invested in capital assets, consisting primarily of its water supply system and sewer system.

Capital Assets at September 30, 2012 and 2011

	2012	2011
Land	\$ 279,337	\$ 121,257
Construction in progress	1,586,949	1,487,521
Buildings and improvements	5,832,703	5,800,122
Equipment	17,749	17,749
	7,716,738	7,426,649
Accumulated depreciation	(2,248,153)	(1,973,972)
Capital assets, net	<u>\$ 5,468,585</u>	<u>\$ 5,452,677</u>

Debt Outstanding

At year-end, the District had \$1,396,455 in revenue bonds outstanding versus \$1,410,845 last year. The decrease of \$14,390 is due to the District making scheduled payments on the revenue bonds.

Financial Contact

The District's financial statements are designed to present users (citizens, taxpayers, customers, and creditors) with a general overview of the District's finances and to demonstrate the District's accountability. If you have questions about the report or need additional financial information, please contact the District's Office Manager at 18820 Beach Road, Perry, Florida 32348.

BASIC FINANCIAL STATEMENTS

TAYLOR COASTAL WATER AND SEWER DISTRICT
STATEMENT OF NET ASSETS
September 30, 2012
(With Summarized Financial Information for September 30, 2011)

	2012	2011
ASSETS		
Current Assets		
Cash	\$ 325,365	\$ 250,100
Investments	-	11,233
Inventory of supplies	49,383	40,144
Accounts receivable	32,390	33,740
Prepaid expenses	5,284	5,000
Total current assets	<u>412,422</u>	<u>340,217</u>
Capital Assets		
Land	279,337	121,257
Construction in progress	1,586,949	1,487,521
Buildings	66,241	66,241
Water system	954,579	928,962
Sewer system	4,811,883	4,804,919
Machinery and equipment	17,749	17,749
	<u>7,716,738</u>	<u>7,426,649</u>
Accumulated depreciation	(2,248,153)	(1,973,972)
Total capital assets, net of accumulated depreciation	<u>5,468,585</u>	<u>5,452,677</u>
Total assets	<u><u>\$ 5,881,007</u></u>	<u><u>\$ 5,792,894</u></u>
LIABILITIES		
Current liabilities		
Accounts payable	\$ 6,266	\$ 7,178
Accrued liabilities	16,855	21,262
Current portion of long-term debt	20,290	14,000
Total current liabilities	<u>43,411</u>	<u>42,440</u>
Long-term Liabilities		
Retirement payable	17,974	20,374
Contract payable	16,000	16,000
2005A Revenue Bonds payable	363,455	369,845
2005B Revenue Bonds payable	616,000	626,000
2011A Revenue Bonds payable	396,710	401,000
Total long-term liabilities	<u>1,410,139</u>	<u>1,433,219</u>
Total liabilities	<u>1,453,550</u>	<u>1,475,659</u>
NET ASSETS		
Invested in capital assets, net of related debt	4,072,130	4,041,832
Restricted for debt service	59,665	32,793
Restricted for system expansion	38,000	30,000
Unrestricted	257,662	212,610
Total net assets	<u><u>\$ 4,427,457</u></u>	<u><u>\$ 4,317,235</u></u>

See notes to financial statements.

TAYLOR COASTAL WATER AND SEWER DISTRICT

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS

For the Fiscal Year Ended September 30, 2012

(With Summarized Financial Information for the Fiscal Year Ended September 30, 2011)

	2012	2011
OPERATING REVENUES		
Water services	\$ 164,112	\$ 170,421
Sewer services	203,804	186,580
Connection fees	13,000	4,600
Penalties	4,193	3,184
Miscellaneous	1,399	4,226
Total operating revenues	<u>386,508</u>	<u>369,011</u>
OPERATING EXPENSES		
Personnel services	114,202	118,108
Other operating expenses	93,760	100,113
Depreciation	274,181	274,165
Total operating expenses	<u>482,143</u>	<u>492,386</u>
Operating loss	<u>(95,635)</u>	<u>(123,375)</u>
NONOPERATING REVENUES (EXPENSES)		
Interest revenue	1,841	1,156
Interest expense	(58,672)	(44,080)
Total nonoperating revenues (expenses)	<u>(56,831)</u>	<u>(42,924)</u>
Loss before capital contributions	<u>(152,466)</u>	<u>(166,299)</u>
CAPITAL CONTRIBUTIONS		
Grinder pump contributions	6,964	20,400
Land contribution	158,080	-
EPA Grant Revenue	22,979	424,299
USDA - RD Grant Revenue	74,665	624,254
Total capital contributions	<u>262,688</u>	<u>1,068,953</u>
Increase in net assets	110,222	902,654
Net assets at beginning of year	<u>4,317,235</u>	<u>3,414,581</u>
Net assets at end of year	<u>\$ 4,427,457</u>	<u>\$ 4,317,235</u>

See notes to financial statements.

TAYLOR COASTAL WATER AND SEWER DISTRICT

STATEMENT OF CASH FLOWS

For the Fiscal Year Ended September 30, 2012

(With Summarized Financial Information for the Fiscal Year Ended September 30, 2011)

	2012	2011
Cash flows from operating activities:		
Cash received from customers	\$ 386,459	\$ 355,179
Miscellaneous receipts	1,399	4,226
Cash payments to suppliers for goods and services	(111,002)	(96,135)
Cash payments for employee services	(114,202)	(118,108)
Net cash provided by operating activities	<u>162,654</u>	<u>145,162</u>
Cash flows from capital and related financing activities:		
Additions to capital assets	(290,089)	(1,224,940)
Capital grants	262,688	1,068,953
Loan proceeds	-	570,693
Principal paid on debt	(14,390)	(415,170)
Interest paid on debt	(58,672)	(44,080)
Net cash used for capital and related financing activities	<u>(100,463)</u>	<u>(44,544)</u>
Cash flows from investing activities:		
Investment proceeds	<u>13,074</u>	<u>120</u>
Net cash provided by investing activities	<u>13,074</u>	<u>120</u>
Net increase in cash and cash equivalents	75,265	100,738
Cash and cash equivalents, beginning of year	250,100	149,362
Cash and cash equivalents, end of year	<u>\$ 325,365</u>	<u>\$ 250,100</u>
Reconciliation of operating loss to net cash provided by operating activities:		
Operating loss	\$ (95,635)	\$ (123,375)
Adjustments to reconcile operating loss to net cash provided by operating activities:		
Depreciation	274,181	274,165
Changes in assets and liabilities:		
Customer receivables	1,350	(4,606)
Inventories	(9,239)	4,197
Prepaid expenses	(284)	(5,000)
Accounts payable and accrued expenses	(7,719)	(219)
Net cash provided by operating activities	<u>\$ 162,654</u>	<u>\$ 145,162</u>

See notes to financial statements.

**TAYLOR COASTAL WATER
AND SEWER DISTRICT**

NOTES TO FINANCIAL STATEMENTS

September 30, 2012

NOTE 1. DESCRIPTION OF ENTITY

Description of Operations

The Taylor Coastal Water and Sewer District (the District) is a special district unit of government created by Ordinance 2000-10 on October 2, 2000, by the Board of County Commissioners of Taylor County, Florida. The purpose of the District is to acquire, construct, operate and maintain a water and sewer system to serve unincorporated areas of Taylor County and other customers and users as the District may determine. The initial Commissioners of the District were the governing board of Taylor Coastal Utilities, Inc. a not-for-profit entity located in Taylor County, Florida. The initial water and sewer system was operated and maintained by Taylor Coastal Utilities, Inc. The District is involved in a large sewer project to include areas of unincorporated Taylor County, Florida. On July 3, 2003, the entire existing water system operated and maintained by Taylor Coastal Utilities, Inc. was transferred by bill of sale, warranty deed and assignment of easements to the District for a sum of \$10. The District currently serves approximately 439 water customers, 361 of which also receive sewer service.

Reporting Entity

In evaluating how to define the District, for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in GAAP. The basic, but not the only, criterion for including a potential component unit within the reporting entity is the governing body's ability to exercise oversight responsibility. The most significant manifestation of this ability is financial interdependency. Other manifestations of the ability to exercise oversight responsibility include, but are not limited to, the selection of governing authority. The designation of management, the ability to significantly influence operations, and accountability for fiscal matters. A second criterion used in evaluating potential component units is the scope of public service. Application of this criterion involves considering whether the activity benefits the government and/or its citizens, or whether the activity is conducted within the geographic boundaries of the government and is generally available to its citizens. A third criterion used to evaluate potential component units for inclusion or exclusion from the reporting entity is the existence of special financing relationships, regardless of whether the government is able to exercise oversight responsibilities. Based upon the application of these criteria, management determined that no potential component units existed which should be included within the reporting entity.

The District is a component unit of Taylor County, Florida. It is legally separate from other Taylor County agencies, but its governing body is appointed by the Taylor County Board of County Commissioners.

NOTE 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

a. Basis of Presentation and Accounting

The District's basic financial statements are presented on the accrual basis of accounting and conform to accounting principles generally accepted in the United States of America. The District has elected under GASB Statement No. 20, *Accounting and Financial Reporting for Proprietary Funds and Other Governmental Activities That Use Proprietary Fund Accounting*, to apply all applicable GASB pronouncements as well as any applicable pronouncements of the Financial Accounting Standards Board, or any Accounting Research Bulletins issued on or before November 30, 1989, unless these pronouncements conflict with or contradict GASB pronouncements.

The accounts of the District are organized on the basis of a proprietary fund type, specifically an enterprise fund. The activities of this fund are accounted for with a separate set of self-balancing accounts that comprise the District's assets, liabilities, net assets, revenues and expenses. Enterprise funds account for activities (i) that are financed with debt that is secured solely by a pledge of the net revenues from fees and charges of the activity; or (ii) that are required by laws or regulations that the activity's costs of providing services, including capital costs (such as depreciation or debt service), be recovered with fees and charges, rather than with taxes or similar revenues; or (iii) that the pricing policies of the activity establish fees and charges designed to recover its costs, including capital costs (such as depreciation or debt service).

The accounting and financial reporting treatment applied to the District is determined by its measurement focus. The transactions of the District are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and all liabilities associated with the operations are included on the statements of net assets. Net assets (i.e., total assets net of total liabilities) are segregated into invested in capital assets, net of related debt; restricted for debt service; and unrestricted components.

Management of the District has made certain estimates and assumptions relating to the reporting of assets and liabilities and revenues and expenses to prepare these financial statements in conformity with generally accepted accounting principles. Actual results may differ from those estimates.

b. Cash Equivalents and Investments

The District considers all highly liquid investments (including restricted cash and investments) with maturities of three months or less when purchased to be cash equivalents. This includes bank certificates of deposit.

Investments are presented at fair value. Short-term investments generally mature or are otherwise available for withdrawal in less than one year. Restricted investments, which consist primarily of U.S. government securities designated for specific projects and required to be segregated pursuant to debt covenants, and restricted cash, which consists of a money market account, and is presented as restricted cash.

c. Material and Supplies

Materials and supplies inventory consists principally of spare parts that are recorded and expensed when purchased. Year end inventory is recorded at weighted average cost.

d. Capital Assets

The cost of additions to the utility plant and major replacements of retired units of property is capitalized. The District defines capital assets as assets with an initial, individual cost of more than \$500 and an estimated useful life in excess of two years. Cost includes direct labor, outside services, materials and transportation, employee fringe benefits, overhead, and interest on funds borrowed to finance construction. The District did not capitalize interest during the current fiscal year. As applicable in a fiscal year, the cost and accumulated depreciation of property sold or retired is deducted from capital assets, and any profit or loss resulting from the disposal is credited or charged in the nonoperating section of the statements of revenues, expenses and changes in net assets. The cost of current repairs, maintenance, and minor replacements is charged to expense. Construction in progress primarily relates to the construction of the first phase of a sewer which was completed during the current year.

Depreciation has been provided over estimated useful lives of the assets using the straight-line method. The estimated useful lives are as follows:

Structures, pumps and other improvements	20 - 30 years
Office furniture, fixture and equipment	7 years

e. Long-Term Debt and Issuance Costs

Long-term debt is reported at face value, net of applicable discounts and deferred loss on refunding. Costs related to the issuance of debt are deferred and amortized over the lives of the various debt issues. Losses occurring from advance refundings of debt are deferred and amortized as interest expense over the remaining life of the old bonds, or the life of the new bonds, whichever is shorter.

f. Operating Revenues and Expenses

Operating revenues and expenses consist of those revenues that result from the ongoing principal operations of the District. Operating revenues consist primarily of charges for services. Nonoperating revenues and expenses consist of those revenues and expenses that are related to financing and investing type of activities and result from nonexchange transactions or ancillary activities. When an expense is incurred for purposes for which there are both restricted and unrestricted net assets available, it is the District's policy to apply those expenses to restricted net assets to the extent such are available and then to unrestricted net assets.

g. Net Assets

Net assets comprise the various net earnings from operating income, nonoperating revenues and expenses, and capital contributions. Net assets are classified in the following three components:

Invested in capital assets, net of related debt - This component of net assets consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes or other liabilities that are attributable to the acquisition, construction or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds is not included in the calculation of invested in capital assets, net of related debt. Rather, that portion of the debt is included in the same net assets component as the unspent proceeds.

Restricted - This component of net assets consists of constraints imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted net assets - This component of net assets consists of net assets that do not meet the definition of "restricted" or "invested" in capital assets, net of related debt."

NOTE 3. CASH

a. Cash

Cash is presented on the accompanying statements of net assets as of September 30, 2012, as follows:

Cash and cash equivalents	\$ 325,365
Total cash and equivalents	<u>\$ 325,365</u>

b. Deposits

The financial institution in which the District's monies are deposited is certified as a "Qualified Public Depository," as required under the Florida Security for Public Deposits Act. This law requires every qualified public depository to deposit with the State Treasurer eligible collateral equal to or in excess of an amount to be determined by the State Treasurer. Therefore, the District's total deposits are insured by the Florida Depository Insurance Corporation and the Bureau of Collateral Securities, Division of Treasury, State Department of Insurance. The law requires the State Treasurer to ensure that funds are entirely collateralized throughout the fiscal year.

Section 218.415, *Florida Statutes*, authorizes the District to invest in the Local Government Surplus Funds Trust, direct obligations of the United States Government, obligations unconditionally guaranteed by the United States, time deposits and savings accounts of Florida Qualified Depositories, and Securities and Exchange Commission restricted money market funds with the highest credit quality rating from a nationally recognized rating agency. At year end, the District's invested funds were in a certificate of deposit at the "Qualified Public Depository" described above.

For financial reporting purposes, investments are categorized to give an indication of the level of custodial credit risk assumed by the District at year-end. Category 1 includes investments that are insured or registered, or for which the securities are held by the District or its agent in the District's name. At year end the District's investments was classified as Category 1.

NOTE 4. CUSTOMER AND OTHER ACCOUNTS RECEIVABLE

Customer and other accounts receivables were as follows:

Utility services accounts	\$ 32,390
Allowance for doubtful accounts	-
Net	<u>\$ 32,390</u>

Based upon collection history, the District has determined an allowance for doubtful accounts is not required for these receivables.

NOTE 5. CAPITAL ASSETS

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

	Balance Sept. 30, 2011	Increases	Decreases	Balance Sept. 30, 2012
Capital assets, not being depreciated:				
Land	\$ 121,257	\$ 158,080	\$ -	\$ 279,337
Construction in progress	1,487,521	99,428	-	1,586,949
Total capital assets not being depreciated:	1,608,778	257,508	-	1,866,286
Capital assets, being depreciated:				
Water system	928,962	25,617	-	954,579
Sewer system	4,804,919	6,964	-	4,811,883
District building	66,241	-	-	66,241
Equipment	17,749	-	-	17,749
	5,817,871	32,581	-	5,850,452
Less: accumulated depreciation	(1,973,972)	(274,181)	-	(2,248,153)
Total capital assets being depreciated	3,843,899	(241,600)	-	3,602,299
Total capital assets	\$ 5,452,677	\$ 15,908	\$ -	\$ 5,468,585

Depreciation for the year was \$274,181.

On June 22, 2012, the District was granted approximately twelve acres of land from the Suwannee River Water Management District. The deed of conveyances requires the property to be exclusively used as a wellfield and to house the District's offices, and contains a reverter clause if those uses are not maintained.

The District has in progress a major construction project as of September 30, 2012. The project principally consists of a sewer collection system which was not completed at year end.

NOTE 6. ACCOUNTS PAYABLE AND ACCRUED EXPENSES

Accounts payable and accrued expenses were as follows:

Contractors and vendors	\$ 6,558
Accrued payroll liabilities	2,312
Accrued interest	3,014
Customer prepayments	11,237
Total	<u>\$ 23,121</u>

NOTE 7. LONG-TERM DEBT

Revenue Bonds - The District has issued bonds where the income derived from the acquired constructed assets is pledged to pay debt service. The following revenue bonds were outstanding at September 30, 2012:

Water and Sewer System Revenue Bonds, Series 2005A - The District issued the 2005A Series Bonds to refinance debt previously owed to USDA Rural Development by the Taylor Coastal Utilities, Inc. Revenues derived from the operation of the water and sewer system are pledged to service this debt. The outstanding balance at September 30, 2012, was \$369,455. The Bond Certificates mature annually from September 1, 2008 through September 1, 2044. The interest rate on the certificates is 4.25%.

Water and Sewer System Revenue Bonds, Series 2005B - The District issued the 2005B Series Bonds to pay off the interim financing notes issued July 18, 2003. Revenues derived from the operation of the water and sewer system are pledged to service this debt. The outstanding balance at September 30, 2012, was \$626,000. The Bond Certificates will mature annually from September 1, 2008 through September 1, 2044. The interest on the certificates is 4.25%.

Water and Sewer System Revenue Bonds, Series 2011A - The District issued the 2011A Series Bonds to refinance debt previously owed to Capital City Bank by the Taylor Coastal Water and Sewer District. Revenues derived from the operation of the water and sewer system are pledged to service this debt. The outstanding balance at September 30, 2012 was \$401,000. The Bond certificates mature annually from September 1, 2011 through September 1, 2050. The interest rate on the certificates is 4.375%.

Reserve Account - A reserve account is required by the two bond issues to accumulate sufficient funds to be used for: (a) repair and replacement of the water and sewer systems due to catastrophe, (b) construction of improvements to increase net revenues, and (c) payment of any principal and interest if the funds of the debt service account are insufficient. A yearly set aside amount of \$5,826 is to be made until a maximum reserve amount of \$58,259 is accumulated for the Revenue Bonds. At September 30, 2012, \$44,115 had been set aside in this reserve.

Revenue bond debt service requirements to maturity, including \$1,396,455 of interest, are as follows:

Fiscal Year Ending September 30	Series 2005A	Series 2005B	Series 2011A	Total
2013	\$ 21,722	\$ 36,605	\$ 21,834	\$ 80,161
2014	21,467	36,180	21,834	79,481
2015	21,212	35,755	21,834	78,801
2016	20,957	36,330	21,834	79,121
2017	21,702	35,863	21,834	79,399
2018-2022	106,918	180,748	109,169	396,835
2023-2027	107,079	180,044	109,169	396,292
2028-2032	106,241	180,853	109,169	396,263
2033-2037	107,024	181,414	109,169	397,607
2038-2042	106,662	180,746	109,169	396,577
2043-2047	41,373	72,378	109,169	222,920
2048-2050	-	-	65,500	65,500
	682,357	1,156,916	829,684	2,668,957
Interest amount	312,902	530,916	428,684	1,272,502
Total	<u>\$ 369,455</u>	<u>\$ 626,000</u>	<u>\$ 401,000</u>	<u>\$ 1,396,455</u>

A schedule of changes in long-term debt follows:

	Balance October 1, 2011	Increase	Decrease	Balance September 30, 2012	Due Within One Year
Series 2005A	\$ 374,845	\$ -	\$ (5,000)	\$ 369,845	\$ 6,000
Series 2005B	635,000	-	(9,000)	626,000	10,000
Series 2011A	401,000	-	-	401,000	4,290
	<u>\$ 1,410,845</u>	<u>\$ -</u>	<u>\$ (14,000)</u>	<u>\$ 1,396,845</u>	<u>\$ 20,290</u>

NOTE 8. LONG-TERM CONTRACT PAYABLE

On July 5, 2002, Taylor Coastal Utilities, the predecessor entity, entered into a contract with a developer whereby the District would reimburse the developer \$500 per water connection fee as vacant lots were sold. As of September 30, 2012, the District's liabilities to the developer were \$16,000, representing 32 unsold lots with water service.

NOTE 9. RISK MANAGEMENT

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

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

- Accidental Death and Dismemberment

NOTE 10. CONTINGENT LIABILITIES

Amounts received or receivable from grantor agencies are subject to audit and adjustment by grantor agencies, principally the State and Federal governments. Any disallowed claims, include amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures which may be disallowed by the grantor cannot be determined at this time, although the District expects such amounts, if any, to be immaterial.

NOTE 11. COMPARATIVE DATA

Comparative total data for the prior year have been presented in the accompanying financial statements in order to provide an understanding of changes in the District's financial position and operations. However, comparative data and related disclosures have not been presented in all statements because their inclusion would make certain statements unduly complex and difficult to understand. Certain elements of the prior year data have been reclassified for comparability purposes.

NOTE 12. PENSION PLAN

Plan Description – The District contributes to the Florida Retirement System (System), a cost-sharing multiple-employer defined benefit plan administered by the State of Florida, Department of Administration, Division of Retirement. The System provides retirement, disability or death benefits to retirees or their designated beneficiaries. Chapter 121, *Florida Statutes*, establishes the authority for benefit provisions. Changes to the law can only occur through an act of the Florida Legislature. The District issues a publicly available financial report that includes financial statements and required supplementary information for the System. That report may be obtained by writing to the Florida Retirement System, 2639 North Monroe Street, Tallahassee, Florida, or by calling (850) 488-5706.

Funding Policy – The System is employee noncontributory. The District is required to contribute at an actuarially determined rate. The rates at September 30, 2012 were as follows: Regular Employees 5.18%. All plan members, as of July 1, 2011, are required to contribute a designated rate of 3%. The District's contributions to the System for the fiscal year ended September 30, 2012 were \$4,813, equal to the required contributions. The contribution requirements of plan members and the District are established and may be amended by the Florida Legislature.

The System also provides a defined contribution type plan, which is not utilized by any District employees.

The District enrolled in the System effective October 1, 2007. At that time, it was determined that the effective date for participation was January, 2005, due to the District's status as a dependent special district of Taylor County. This determination resulted in a balance due the System of \$27,574 which was paid by the Taylor County Board of County Commissioners. The District has recorded this balance as a long-term liability and has begun repayment to the County effective October, 2008 at \$200 per month. The outstanding balance as of September 30, 2012 is \$17,974.

COMPLIANCE SECTION

TAYLOR COASTAL WATER AND SEWER DISTRICT

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the Fiscal Year Ended September 30, 2012

<u>Grantor/Program Title</u>	<u>CFDA #</u>	<u>Contract Number</u>	<u>Award Amount</u>	<u>Reported in Prior Year</u>	<u>Revenue Recognized</u>	<u>Expenditures</u>
FEDERAL AWARDS						
NON MAJOR PROGRAMS						
U.S. Department of Agriculture						
Rural Development						
Water and Waste Disposal						
Grant	10.770	20214	\$ 1,202,980	\$ 223,254	\$ 74,665	\$ 74,665
Loan			401,000	401,000	-	-
			<u>1,603,980</u>	<u>624,254</u>	<u>74,665</u>	<u>74,665</u>
U.S. Department of Environmental Protection						
Southeastern U.S. Regional Targeted Watershed Initiative	66.127	XP-95419411-0	2,466,800	424,299	22,979	22,979
Total federal awards			<u>\$ 4,070,780</u>	<u>\$ 1,048,553</u>	<u>\$ 97,644</u>	<u>\$ 97,644</u>

See Notes to Schedule of Expenditures of Federal Awards.

TAYLOR COASTAL WATER AND SEWER DISTRICT

Notes to Schedule of Expenditures of Federal Awards

For the Fiscal Year Ended September 30, 2012

NOTE 1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies and presentation of the Schedule of Expenditures of Federal Awards of the Taylor Coastal Water and Sewer District (the "District") have been designed to conform to generally accepted accounting principles as applicable to governmental units, including the reporting and compliance requirements of the Audits of States, Local Governments, and Non-Profit Organizations and Office of Management and Budget Circular A-133.

A. Reporting Entity

This reporting entity consists of the Taylor Coastal Water and Sewer District. The District includes a Schedule of Expenditures of Federal Awards in the compliance Section for the purpose of additional analysis.

B. Basis of Accounting

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus.

The accrual basis of accounting is followed in the Schedule of Expenditures of Federal Awards. Under the modified accrual basis, revenues are recognized when they become measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days after the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting.

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

To the Board of Commissioners
Taylor Coastal Water and Sewer District

We have audited the basic financial statements of the Taylor Coastal Water and Sewer District, as of and for the year ended September 30, 2012, and have issued our report thereon dated November 26, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

Management of the Taylor Coastal Water and Sewer District is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered the District's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the Taylor Coastal Water and Sewer District's financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above. However, we identified the following deficiency in internal control over financial reporting that we consider to be a significant deficiency in internal control over financial reporting.

**Finding 2010-1
Financial Statement Preparation**

A system of internal control over financial reporting includes controls over financial statement preparation, including footnote disclosures. While your auditor can assist with the preparation of your financial statements and related footnotes, the financial statements are the responsibility of management. A deficiency in internal control exists when the District does not have the expertise necessary to prevent, detect, and correct misstatements. A deficiency in internal control exists in instances where the District is not capable of drafting the financial statements and all required footnote disclosures in accordance with generally accepted accounting principles. Possessing suitable skill, knowledge, or experience to oversee services an auditor provides in assisting with financial statement presentation requires a lower level of technical knowledge than the competence required to prepare the financial statements and disclosures.

A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

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

This report is intended solely for the information and use of management and the Board of Commissioners, the Auditor General of the State of Florida, and federal awarding agencies and pass-through entities, and is not intended to be and should not be used by anyone other than these specified parties.

A handwritten signature in black ink that reads "Powell & Jones". The signature is stylized, with the first letters of "Powell" and "Jones" being prominent and the "&" symbol in the middle.

POWELL & JONES
Certified Public Accountants
November 26, 2012

**MANAGEMENT LETTER REQUIRED BY
CHAPTER 10.550, RULES OF THE AUDITOR GENERAL**

To the Board of Commissioners
Taylor Coastal Water and
Sewer District

We have audited the basic financial statements of Taylor Coastal Water and Sewer District (District) as of and for the year ended September 30, 2012, and have issued our report thereon dated November 26, 2012.

We have issued our Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated November 26, 2012. Disclosures in that report, should be considered in conjunction with this management letter.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America, and *Government Auditing Standards* issued by the Comptroller General of the United States. Additionally, our audit was conducted in accordance with the provisions of Chapter 10.550, *Rules of the Auditor General*, which govern the conduct of local governmental entity audits performed in the State of Florida and require that the following be addressed in this letter:

PRIOR YEAR FINDINGS – There were no reportable findings during the prior year.

CURRENT YEAR FINDINGS – There were no reportable findings during the current year.

FINANCIAL COMPLIANCE MATTERS

Annual Local Government Financial Report - The Financial Report filed with the Department of Financial Services pursuant to Section 218.32(1)(a), *Florida Statutes*, is in agreement with the accompanying financial statements of the District, for the fiscal year ended September 30, 2012.

Investment of Public Funds - The District complied with Section 218.415, *Florida Statutes*, regarding the investment of public funds during the fiscal year ended September 30, 2012.

Financial Emergency Status - Nothing came to our attention that caused us to believe that the District had met any of the conditions described in Section 218.503(1), *Florida Statutes*, that might result in a financial emergency.

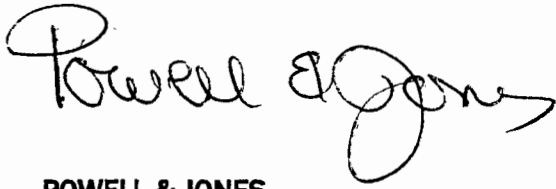
Financial Condition Assessment Procedures - Pursuant to Chapter 10.556(7), and 10.554(1)(i)7.c, *Rules of the Auditor General*, we applied financial condition assessment procedures to the District's financial statements. It is management's responsibility to monitor the entity's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information they provided.

We noted no deteriorating financial conditions as defined by Rule 10.544(2)(f).

Our audit did not disclose any further items that would be required to be reported under the *Rules of the Auditor General*, Chapter 10.550.

CONCLUSION

We very much enjoyed the challenge and experiences with our audit of the District. We appreciate the helpful assistance of District staff in completing our audit and also the generally high quality of the District's financial records and internal controls.

A handwritten signature in black ink, appearing to read "Powell & Jones", written in a cursive style.

POWELL & JONES

Certified Public Accountants

November 26, 2012

TAYLOR COASTAL WATER & SEWER DISTRICT

18820 BEACH ROAD

PERRY, FL 32348

Phone/Fax: (850) 578-3043

www.tcwsd.org

tcwsd@fairpoint.net

December 5, 2012

Auditor General
David W. Martin, CPA
Claude Denson Pepper Building
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450

Dear Mr. Martin:

As requested in your letter of July 19, 2012, this will provide the additional information requested.

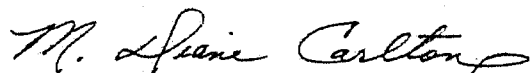
Finding 2011-1 Financial Statement Preparation

We agree with this finding. We are a very small government and have used our available resources to employ a competent bookkeeper who maintains excellent accounting records and provides accurate monthly financial reports prepared generally on the cash basis. We likewise have confidence in our audit firm to utilize these records and prepare annual financial statements in the required formats and with all associated note disclosures. Both staff and the Board of Commissioners review the annual financial reports and have the opportunity to ask the auditor any questions regarding the report prior to its formal presentation. The report is formally presented by the auditor at a scheduled meeting of the Board of County Commissioners.

At this time, we do not believe it would be a justifiable expense to employ another accountant on either a part-time or full-time basis to prepare the annual financial statements. We thus accept this required disclosure finding and will continue to monitor this situation in the future.

I have attached the amended Independent Auditor's Report on Internal Control Over Financial Reporting and Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards, which indicated the finding number.

Sincerely,



M. Diane Carlton
Taylor Coastal Water and Sewer District
Board Secretary/Office Manager

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



TAYLOR COASTAL WATER AND SEWER DISTRICT (TCWSD) TO APPEAR BEFORE THE BOARD TO REQUEST APPROVAL FROM THE BOARD TO ASK THE COUNTY ATTORNEY TO PROVIDE LEGAL SERVICES AND REVIEW FOR THE TCWSD BOARD OF DIRECTORS, AS AGENDAED BY DIANE CARLTON, TCWSD

MEETING DATE REQUESTED:

2/4/13

Statement of Issue: TCWSD WOULD LIKE TO ASK THE COUNTY ATTORNEY FOR SERVICES

Recommended Action: DISCUSSION

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: DIANE CARLTON

Contact: 850-838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE TCWSD BOARD IS HAVING DIFFICULTY FILLING ITS VACANCY FOR ATTORNEY SERVICES.

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO HEAR AND DISCUSS AN APPEAL REGARDING VAUGHN LANE.



MEETING DATE REQUESTED:

2/4/13

Statement of Issue:

RESIDENTS OF VAUGHN LANE HAVE APPEALED THE PLANNING BOARD'S RULING TO RATIFY THE BUILDING OFFICIAL'S OPINIONS THE BOARD

Recommended Action:

DISCUSSION

Fiscal Impact:

N/A

Budgeted Expense:

N/A

Submitted By:

DUSTIN HINKEL

Contact:

850-838-3500

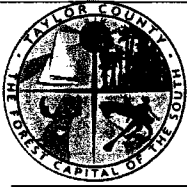
SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: SEE ATTACHED.

Options:

**UPHOLD THE PLANNING BOARD'S DECISION/AMEND
DECISION/REJECT DECISION**

Attachments:



TAYLOR COUNTY CODE ENFORCEMENT DEPARTMENT

January 24, 2013

Charles A. Vaughn
P. O. Box 672
Steinhatchee, Florida 32359

Dear Sir:

The Taylor County Code Enforcement Department has determined that activities taking place adjacent to your property located at 1116 Vaughn Lane constitute a violation of the Taylor County Land Development Code (LDC). The issue concerns the storage of watercraft along Vaughn Lane. Staff has determined that the watercraft in question is included in the definition of vehicle in section 30-71 of the LDC and the need for repair places them into the category of unserviceable vehicles. Section 30-74 of the LDC states that storage of unserviceable vehicles for purposes of repair must take place on private property and the storage of the watercraft on Vaughn Lane violates this requirement.

The Code Enforcement Department requires that all watercraft located on Vaughn Lane must be removed within thirty (30) days of the date of this letter. If the watercraft are not removed within this time frame, the issue will be scheduled for a hearing before the Taylor County Hearing Officer.

The pertinent sections of the LDC requirements have been included below for your convenience.

Section 30-71

Unserviceable vehicle means any vehicle which is required to be licensed by the state if used on public streets and which cannot be started or moved under its own power, in its normal and usual manner, without repair or the addition of parts, but does not include any licensed automobile which is undergoing active repair or restoration for display, use or sale, or any vehicle that is registered in the same name as the property owner where said vehicle is stored.

Vehicle means every device capable of being moved upon a public highway or public waterway and in upon or by which any person or property may be transported or drawn upon a public highway or public waterway, including any watercraft, boat, vessel, barge, or other floating craft, or which are used exclusively upon stationary rails or tracks, or

which are exclusively for agricultural purposes and not licensed pursuant to state law and are not operated on any public highway for purposes other than crossing such public highway or along such highway between two tracts.

Section 30-74

- (a) *It shall be unlawful for any person to keep on any residential, commercial, industrial or agricultural property any unserviceable vehicle, unless such unserviceable vehicle is shielded from view, except for a vehicle temporarily stored on private property for the purpose of repair, if the vehicle has a currently valid registration and currently valid license plate affixed thereon, and the motor vehicle is titled in the name of the owner of the property upon which the vehicle is situated or is titled in the name of the person currently residing on the premises. "Temporarily stored" shall mean that the vehicle shall be openly stored for no more than 60 calendar days.*
- (b) *It shall be unlawful for the owner of any land in Taylor County to cause or permit to be stored thereon, at any location, more than two unserviceable vehicles.*
- (c) *Further, it shall be unlawful to store said two vehicles within the front and side yard setbacks established for the zoning district.*
 - (1) *Except for unserviceable vehicles stored on the premises of a lawfully established and maintained junkyard, vehicle repair business, garbage or waste disposal site, sanitary landfill or on the lands of a bona fide agricultural operation.*
 - (2) *Except for vehicles stored within a completely enclosed building.*
- (d) *The provisions of this article shall not apply to any abandoned property which shall be within an enclosed building upon such property or upon the solidly enclosed and fenced premises maintained by the county as a depository for such abandoned property.*

Respectfully,

Don Love
Code Enforcement Officer, Taylor County

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to hold a public hearing to hear an appeal to a Planning Board decision concerning Vaughn Lane in Steinhatchee.

MEETING DATE REQUESTED:

October 1, 2012

Statement of Issue: Board to hear an appeal filed by Dekle, Julie and Catherine Stanley on a decision made by the Planning Board concerning Vaughn Lane.

Recommendation: Hold public hearing

Fiscal Impact: N/A

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Taylor Planning Board held a public hearing on June 7, 2012, to hear an appeal to written opinions by the Building Official on parking of boats on Vaughn Lane and a boat repair business located on that road. The decision of the Planning Board at that hearing is being appealed to the County Commission.

Attachments:

1. Copy of newspaper notice of the hearing.
2. Copy of the Planning Board minutes.
3. Copy of original written opinions appealed to Planning Board.

TAYLOR COUNTY PLANNING BOARD

Minutes

June 7, 2012

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

Members Present

James Ross Pam Wessels
Dale Rowell Barry Wilson
Rick Breer

Staff Present

Danny Griner
Bill Blue

Speakers Present

Lindsey Lander
Rachel Vaughn
Michael Guard

1. **Approval of May 3, 2012 Minutes:** Dale Rowell brings the meeting to order stating that the first order of business is to consider approval of the draft minutes from the May 3, 2012 meeting. Dale Rowell notes that he abstained from the Lindsey Island agenda item and the minutes should be amended to reflect that. James Ross makes a motion to approve the May 3, 2012 minutes with the requested change; Pam Wessels seconds the motion; the motion passes by unanimous vote.
2. **Michael Guard lot split application:** Dale Rowell opens the agenda item consisting of an application to split Lot 1, Block D of the Deerwood at the Beaches Subdivision into two lots. James Ross asks whether the 60-foot easement shown on the drawing included in the application was intended to be an easement, or a part of the rear lot. Michael Guard confirms that the 60-foot access portion would be a part of the lot and not an easement. Dale Rowell asks the applicant why he did not choose to divide the lot vertically from north to south. Michael Guard explains that the location of the existing gate was the primary reason for that decision and that he intended to live on the rear lot. Dale Rowell explains that he felt the lots would have greater value based on road frontage if they were divided vertically. Pam Wessels makes a motion to approve the lot split application; Barry Wilson seconds the motion; the motion passes by unanimous vote.
3. **Appeal to Building Official Vaughn Lane opinion Public Hearing:** Dale Rowell opens the public hearing consisting of an appeal filed by the Stanley family to a memorandum written by the Building Official concerning the boat repair commercial business located on Vaughn Lane and operated by the Vaughn family. Dale then states that all speakers should state their name and address before speaking and further states that the board asks that speakers limit their comments to a 3-minute length and the board would allow a single rebuttal per speaker. Bill Blue swears in all attendees who intend to speak during the hearing and confirms that none of the affected parties had spoken with board members prior to the meeting. Lindsey Lander, the attorney representing the Stanley family approaches the board. Dale Rowell states that the board will not limit Lindsey's comments to the 3-minute limit. Lindsey Lander addresses the board stating that he represents the Stanley family and explains that they are appealing the decisions made by the Building Official and contained in the appealed memorandum. Lindsey then explains his understanding that the board and staff enforce rules adopted by the Board of County Commissioners and the Building Officials opinion that application of the Land Development Code (LDC) and Comprehensive Plan does not result in a basis for enforcement action, further stating that he does not feel that the Planning Board has the authority to do what needs to be done and that this is more of a procedural step to get to the County Commission. Lindsey then states that question 1 is the status of Vaughn Lane as a county road. Danny Griner explains that there is a county road list that was adopted

by the County Commission in the past and that his understanding of the county's stance is that roads that were not included on that list were not accepted by the county and therefore not considered county roads. Lindsey Lander confirms that there is a county road list that can be viewed upon request. Bill Blue clarifies that Lindsey Lander is representing clients who live across the street from the Vaughn family. Dale Rowell states that the Board of County Commissioners has previously stated specifically that Vaughn Lane is not a county road. Lindsey Lander then poses a question about board procedure, giving an example of drinking and loud music. Bill Blue states that such an issue would go before the County Hearing Officer, who deals with violations of the Code of Ordinances, concluding by noting that the Building Official wears different hats, including oversight for the Code Enforcement Officer and Planning Department. Lindsey Lander confirms that the Building Official also oversees the Code Enforcement Department, further stating that he understands that this may be the first step in the process and the issue may need to go to the County Commission and so on. Lindsey then addresses page two of the memorandum related to toxic substances stating that the Comprehensive Plan contains a policy mandating that the county shall require certain things concerning toxic substances, with an emphasis on the term shall. Danny Griner states that he feels this is accomplished through approval by the Florida Department of Environmental Protection (FDEP) and that they had contacted the office by phone and stated that they were working on the hazardous material aspect. Lindsey Lander states that the second question is if the boat repair use is allowed and approved by the LDC and Comprehensive Plan, further stating that by looking at the Future Land Use Map (FLUM) the parcel appears to be in the Mixed Use Urban Development (MUUD) land use category and that all of Steinhatchee is in the same land use. Lindsey then states that the parcel also appears to be bordering on, or located within, the Coastal High Hazard Area (CHHA). Danny Griner states that he is not sure that the FLUM has been changed since the definition of the CHHA was amended in the Florida Statutes. Lindsey Lander confirms that it is the county's intent to change the map to properly reflect the location of the CHHA line. Lindsey then asks if this board has authority over new businesses in the Steinhatchee area. Pam Wessels states that a development application is required for new businesses. Lindsey Lander points out that the business in question was previously located at the end of the street. Pam Wessels states that the boat repair business has been located on Vaughn Lane for a long time. Danny Griner states that there is not a development application on file for this activity to his knowledge. Lindsey Lander states that he would like to see a copy of the county's development application. Danny Griner notes that the development application form is available on the county website under the Building & Planning section. Bill Blue clarifies that the question is whether the boats and other items located on private property. Lindsey Lander states that the area is a residential neighborhood and there are not commercial uses there, further stating that items located in the middle of the street is a problem and he is taking the first step for his clients and will continue to other venues as needed. Rachel Vaughn addresses the board stating that the Steinhatchee Boat Shop has been located in Steinhatchee for 29-years and was located on Vaughn Lane before anyone lived there. Rachel then notes that at one time the Boat Shop was located on a lot adjacent to their present location, further stating that it was their intent to retire from the business but due to additional family responsibilities were unable to do so. Rachel then states that she has tried to get the county to maintain Vaughn Lane, but once it was determined that it was not a county road she stopped that request, further stating that the chemical volume onsite was not sufficient for specific FDEP permits and that lime rock dust is a bigger issue, concluding by restating that Vaughn Lane is not a county road and that she has pictures of the site. Bill Blue asked where the original business was located. Rachel Vaughn responds that

the business was moved in 1991 and again in 2006, noting that the property at the end of the road is now owned by a man named Garrett and she is unsure of his last name. Rachel then states the boats are parked in front of vacant lots and they have permission from the owners to park there, further stating that there are other commercial businesses in the area, concluding by stating that she does have all necessary licenses. Lindsey Lander asks if the board controls residential permits. Danny Griner states that single-family dwelling permits are not considered development in the LDC and do not go to the Planning Board for approval. Rachel Vaughn confirms that the business does have a local license. Dale Rowell closes the public speaking portion of the public hearing and opens the discussion to board members. James Ross asks for clarification on exactly what action is being requested. Dale Rowell explains the three vote options open to the board, further stating that this is one step in the process and the issue should be appealed to the County Commission. Bill Blue states that county's codes are not written for enforcement, noting that he previously served as the County Hearing Officer and had decided against the county in that capacity due the language of the LDC. Pam Wessels states that the boat repair use is allowable under the LDC and notes that there is no zoning other than the FLUM. Pam then states that she understands that there is a road issue. Dale Rowell states that he agrees with Pam's assessment and should ratify the Building Officials opinion. Lindsey Lander states that the board's vote would be a question of ratifying the determinations in Building Official memorandum. James Ross asks if the board has the option of taking no action. Bill Blue recommends that the board take action by vote. James Ross makes a motion to ratify the opinions of the Building Official in the memorandum; Barry Wilson seconds the motion; the motion passes by unanimous vote.



TAYLOR COUNTY BUILDING & PLANNING DEPARTMENT

MEMORANDUM

TO: Whom it may concern
FROM: William D. (Danny) Griner
RE: Vaughn Lane, Steinhatchee
DATE: March 22, 2012

Based on concerns relayed to the Planning & Code Enforcement staff a field investigation was conducted on the parking of boats on the sides of Vaughn Lane and boat repair activity taking place on a lot accessed by that roadway. Staff determined the following:

A deed was recorded in the office of the Clerk on July 29, 1989 by the Starke family. The intent of this deed was to convey the roadway known as Vaughn Lane to Taylor County. Staff has found no evidence that the deed was accepted by the Board of County Commissioners and bases this determination on the fact that Vaughn Lane is not listed on the road maintenance list adopted by the County Commission and confirmation by the Public Works Department that the road has never been maintained by the County. The parking/staging of boats on private property, or a private roadway, is not an activity that is addressed by the Taylor County Code of Ordinances, unless they are deemed abandoned property. It is the opinion of the Planning & Code Enforcement Department head that the parking of boats on a private roadway does not constitute abandoned property. Staff is also aware that some discussion has taken place concerning acceptance of the roadway by the County Commission. It should be noted that Code Enforcement staff had a similar situation with the long term parking of recreational vehicles on a County right-of-way. The determination by the County Hearing Officer in that instance was that long term parking on a County right-of-way does not violate the Code of Ordinances and if the parking of boats on a right-of-way was to be ruled a non-violation, County acceptance of the road may not accomplish the result desired by the residents in that area. It has been County Commission policy in the past not to accept ownership of private roadways in Taylor County unless the roadway was improved to minimum County standards as contained in the Taylor County Land Development Code (LDC) and maintenance of the roads was funded by a Municipal Service Benefit Unit (MSBU). Vaughn Lane is located in the Mixed Use Urban Development (MUUD) land use category on the Future Land Use Map (FLUM). Section 42-888 of the LDC states:

When located in the mixed use urban and/or rural residential, aviation related commercial, water-oriented commercial, industrial and/or public land use districts, or clustered at a net density of one unit per two acres or greater, streets shall be

constructed as a paved roadway and constructed in accordance with the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction and Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, latest editions, and county specifications as contained in figure 6.01 .03-E-2 on file in the county offices.

This code section requires that the roadway be paved with a minimum 18-foot surface course, include stormwater maintenance facilities on each side, and be a minimum right-of-way width of 60-feet. Such improvements would be complicated by the existing 50-foot width of the private road and lack of adequate width at the end of the road to accommodate LDC compliant cul-de-sac construction.

The Planning Director determined that operation of a commercial boat repair facility on the subject property does not constitute a violation of the LDC based on the following:

The subject property is located in the MUUD land use category as depicted on the FLUM. Section 42-409(e) of the LDC states:

(e) Mixed use urban development. The following uses are allowed in the mixed use urban development land use district. All other uses allowed in land classifications of lower intensity shall also be allowed, except mining.

- (1) Residential.*
- (2) Outdoor recreational.*
- (3) Public service/utility.*
- (4) High intensity commercial.*
- (5) General commercial.*
- (6) Neighborhood commercial (small scale retail and service establishments each not to exceed 5,000 square feet in floor space).*
- (7) Professional service and office.*
- (8) Small scale industrial.*

The Planning Director determined the use in question to be a High Intensity Commercial use based on the description of that category contained in Section 42-408(7)(a) of the LDC and which allows the following uses:

- a. Vehicle sales, rental, service and repair, including truck stops, body shops, road services, ear wash facilities and the sales, rental, repair and service of new or used automobiles, boats, buses, farm equipment, motorcycles, trucks, recreational vehicles and mobile homes.*

The Planning Director did not make a determination on the question of chemical use/misuse. The Taylor County LDC does not address this issue and concerns of this type should be forwarded to the Florida Department of Environmental Protection, or local Health Department.

It should be noted that determinations made by the Planning Director are subject to appeal pursuant to Section 42-55(a) of the LDC which states:

(a) Appeals from decisions of the planning department, the county engineer, the county road department and the building department. A developer or any adversely affected person may appeal an order, decision, determination or interpretation of the comprehensive plan by the planning department subject to an appeal, specifying the grounds for the appeal. Appeals shall be made to the planning board by filing a notice of appeal with the planning department within 30 days of the decision. Other appeals, including to an order, decision, determination or interpretation of this chapter by the planning department, the county engineer, the county road department or the building department shall be made to the planning board in the same manner.

As stated in the above section, such appeals would be heard by the Taylor County Planning Board. The Planning Department has appeal forms available for this purpose and can provide them to interested individuals as needed.

Taylor County does not presently have an independent zoning map overlay whereby individual parcels are zoned differently; such as you may find in a municipality. The only available process for rezoning of the parcels in this area consists of an amendment to the Future Land Use Map of the Taylor County Comprehensive Plan. One of the issues with such an amendment in this case is that the next available land use category that allows a lesser degree of commercial use also limits the residential density to 1 residential unit per 2 acres and this area already exceeds that threshold. The best method for achieving the result desired by some of the area residents would be through the creation of a zoning overlay map that works in conjunction with the Future Land Use Map; however, such an endeavor is a major undertaking that would require the expertise of a professional planner. In the opinion of the Planning Director, the County does not have sufficient funding at this time to hire additional personnel to accomplish and provide future oversight for such a process.

If additional information is desired, please contact the Planning Director, William D. (Danny) Griner at (850) 838-3500 ext. 1, by US mail at 201 East Green Street, Perry, Florida 32347, or by email at building.director@taylorcountygov.com.

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida, will hold a public hearing at the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347, on October 1, 2012, at 6:25 p.m., or as soon thereafter as possible, to hear an appeal filed by Dekle, Julie, and Catherine Stanley on a decision made by the Taylor County Planning Board concerning boat repair and parking on the right-of-way on Vaughn Lane in Steinhatchee. This notice shall be advertised and the Notice shall also be sent to all parties involved. At the hearing, any party may appear in person or by agent or attorney.

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

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

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

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO DISCUSS UPDATES AND SOLUTIONS FOR
PALLBEARERS' CEMETERY EXPANSION REQUEST



MEETING DATE REQUESTED:

2/4/13

Statement of Issue: THE BOARD TO DISCUSS SOLUTIONS

Recommended Action: DISCUSSION

Fiscal Impact: VARY DEPENDING ON SOLUTION

Budgeted Expense: NO

Submitted By: DUSTIN HINKEL

Contact: 850-838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: MS. SHIRLEY SCOTT REQUESTED THE BOARD'S ASSISTANCE IN EXPANDING THE PALLBEARERS' CEMETERY AT THE DECEMBER 18, 2012 MEETING. COMMISSIONER DEVANE VOLUNTEERED TO LOOK INTO THE REQUEST AND THE BOARD ASKED STAFF TO AGENDA DISCUSSIONS FOR JANUARY 22, 2013. THE BOARD REQUESTED THIS ITEM TABLED TO THE FEBRUARY 4, 2013 MEETING.

Options:

Attachments:

1/6

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The County Attorney to Provide an Update on the Brooks Code Enforcement Case.



MEETING DATE REQUESTED:

FEB 4, 2012

Statement of Issue: The County Attorney will provide an update on the Brooks case at Cedar Island.

Recommended Action: Receive the update

Fiscal Impact: None

Budgeted Item: N/A

Submitted By: Jack R. Brown, County Administrator

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

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Mr. Brook's property at Cedar Island has gone through the code enforcement process. The Foundation is crumbling, the roof leaks, there is no power to the home and the yard is full of old boats and junk. The Board has instructed staff and the County Attorney to move forward with foreclosure in an effort to have Mr. Brooks perform the necessary maintenance to his property.

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



The County Attorney Will Provide a Recommendation Regarding Potential Conflict of Interests by Various Commissioners Pertaining to Voting on Contractor's Road in Front of Buckeye Technologies Pending a Response to the Request for an Informal Review to the Florida Commission on Ethics.

MEETING DATE REQUESTED:

FEB 4, 2012

Statement of Issue: The County Attorney will provide a recommendation if a response is received in time from the Florida Commission on Ethics.

Recommended Action: Receive the update / Follow the Recommendation of the County Attorney.

Fiscal Impact: None

Budgeted Item: N/A

Submitted By: Jack R. Brown, County Administrator

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

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: At the January 22, 2013 Meeting when asked to amending the Official County Road List to include Contractor's Road which was inadvertently left off in 1999, all the board member's with the exception of Com. DeVane voiced that they felt like they had a potential conflict regarding Buckeye Technologies and asked the County Attorney to research the issue.

Options:

Attachments:

Susan Horovitz Maurer
Chair

Morgan R. Bentley
Vice Chair

Matthew F. Carlucci

I. Martin Ford

Jean M. Larsen

Linda McKee Robison

Edwin Scales, III

Robert J. Sniffen

Stanley M. Weston



State of Florida
COMMISSION ON ETHICS
P.O. Drawer 15709
Tallahassee, Florida 32317-5709

3600 Maclay Boulevard South, Suite 201
Tallahassee, Florida 32312

"A Public Office is a Public Trust"

Virilindia Doss
Executive Director

C. Christopher Anderson, III
*General Counsel/
Deputy Executive Director*

(850) 488-7864 Phone

(850) 488-3077 (FAX)

www.ethics.state.fl.us

January 31, 2013

Mr. Conrad C. Bishop, Jr.
County Attorney, Taylor County
The Bishop Law Firm, P.A.
411 N. Washington St.
Perry, FL 32348

Transmitted via U.S. Mail and via Facsimile to (850) 584-2433

Re: Your letter received January 28, 2013

Dear Mr. Bishop:

This is in response to your above-referenced inquiry on behalf of four Taylor County Commission members about a prospective vote on a measure related to resurfacing of a road used mainly by one company's log trucks. In the letter, you also inquire about prospective votes by the same Commission members regarding two proposed appointees to the Taylor County Development Authority. You state that Commissioners Feagle, Page, Patterson, and Moody have authorized you, as County Attorney, to request this letter on their behalf.

I. Road Resurfacing Vote

In your letter, you explain that the Commission has scheduled for a vote a request by Buckeye Florida for the County to resurface "a road that was deeded to the County by the State of Florida and is used by Buckeye for log trucks and goes nowhere else." You ask whether a measure approving the resurfacing would present a voting conflict for any of the four commissioners based on the following:

- Commissioner Feagle's husband is employed by Buckeye as an engineer, does planning, and has Buckeye stock.
- Commissioner Patterson's husband is retired from Buckeye, has stock in Buckeye, and receives insurance benefits from Buckeye.
- Commissioner Page's daughter and grandson are employed by Buckeye.

- Commissioner Moody is employed by Frucon, which contracts for maintenance work with Buckeye.

II. Development Authority Appointment

You further state that the County Commission will be voting to appoint members to the Taylor County Development Authority. You ask whether any voting conflict of interest would exist if the Commissioners with the above-mentioned Buckeye connections were to vote to appoint to the Authority a person who is employed by Buckeye and formerly served on the County Commission and another person who is a former County Commissioner.

The Ethics Code provision implicated for questions I and II is Section 112.3143(3)(a), Florida Statutes, which states:

VOTING CONFLICTS.—No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss; which he or she knows would inure to the special private gain or loss of any principal by whom he or she is retained or to the parent organization or subsidiary of a corporate principal by which he or she is retained, other than an agency as defined in s. 112.312(2); or which he or she knows would inure to the special private gain or loss of a relative or business associate of the public officer. Such public officer shall, prior to the vote being taken, publicly state to the assembly the nature of the officer's interest in the matter from which he or she is abstaining from voting and, within 15 days after the vote occurs, disclose the nature of his or her interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes.

The voting conflicts law, applicable to local, elected public officers, comes into play in a situation in which the vote/measure would cause special private gain or loss to the voting officer personally, the officer's principal (e.g., the officer's employer, client of the officer's firm), the officer's business associate, the officer's relative (e.g., husband, daughter), or certain other persons or entities listed in the statute. In interpreting the law, the Commission has found that where impact of a vote on the public officer's interests or the officer's relative's interests is uncertain at the time of the vote, the impact of the vote would be "remote and speculative" and, thus, not a voting conflict. CEO 11-08; CEO 06-20; CEO 05-17.

Under the facts you have presented, Commissioners Feagle, Patterson and Page each have relatives with existing employment connections to Buckeye. Although Buckeye stands to gain a special benefit from the resurfacing, any gain or loss from the road work to the relatives of the three commissioners and any gain or loss to the Commissioners themselves would appear to be remote and speculative.¹ See CEO 11-4. Therefore, Commissioners Feagle, Patterson, and Page

¹There is no indication, for example, that lack of resurfacing would cause a Commissioner's relative to be laid off from Buckeye employment. Also, the ownership of Buckeye stock by a

Mr. Conrad C. Bishop, Jr.
January 31, 2013
Page 3

apparently can cast votes regarding the Buckeye road resurfacing measure without violating Section 112.3143(3)(a).

As to Mr. Moody, who is an employee of a Buckeye maintenance contractor,² a vote on the resurfacing measure apparently would present no conflict unless the maintenance contractor, or Mr. Moody personally, would gain or lose (e.g., business or contracts) as a result of the road resurfacing or lack of resurfacing.³

Regarding your Question II, votes by the above-named Commissioners to appoint to the Development Authority a Buckeye employee or a former County Commissioner do not indicate a special private gain or loss to a Commissioner or to persons or entities standing in a listed relationship to a Commissioner.⁴

In sum, as specified above, it does not appear that the Commissioners have a voting conflict under Section 112.3143(3)(a), Florida Statutes. The Commission opinions cited above are available at www.ethics.state.fl.us. Please contact me if you have any questions.

Sincerely,



Betsy Daley
Senior Attorney
Florida Commission on Ethics

Commissioner's relative does not indicate a voting conflict unless the relative owns more than a small percentage of Buckeye stock. See CEO 85-41.

²This response assumes that Mr. Moody is not an employee of Buckeye and is not personally in contractual privity with Buckeye.

³You also ask how the County Commission should handle a hypothetical situation in which abstentions cause a lack of quorum for a vote. Under the facts presented, such a situation would indeed be "hypothetical," since, as stated in the body of this letter, the scenario you have presented does not indicate a voting conflict for any Commissioner. Moreover, a quorum issue would not be within the jurisdiction of the Commission on Ethics.

⁴Although you have not asked about potential conflicts affecting the proposed appointees to the Development Authority, I note that status as a former County Commissioner would not present an apparent employment or contractual conflict of interest under Section 112.313(7)(a), Florida Statutes, for either of the proposed appointees. However, an appointee who is employed by Buckeye potentially could have a voting conflict under Section 112.3143(3)(a) or an employment conflict under Section 112.313(7)(a), if Buckeye were to be considered for funding or other benefits by the Development Authority. Please contact us if you would like further guidance concerning this situation.

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Pending a Resolution on the multiple Conflict of Interests Issues Raised at the January 22, 2013 meeting the Board will discuss Buckeye Technologies Request for Resurfacing Contractor's Road as agendaed by Jack Brown, County Administrator.

MEETING DATE REQUESTED:

FEB 4, 2013

Statement of Issue:

Buckeye Technologies Incorporated in 2011 approached the county regarding resurfacing Contractor's Road and adding a third paved lane for safety.

Recommended Action:

1) Since it has been clearly established that Contractor's Road used by the logging trucks has been a County Road since at least 1971 and is recognized as such by FDOT the County should make a motion to add it to the official county road list.

2) The Board should determine what it wants to do in regard to Buckeye's request to resurface the road and add a third lane.

Fiscal Impact:

\$200,000

Budgeted Item:

NO

Submitted By:

Jack R. Brown, County Administrator

Contact:

(850) 838-3500, Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The road ownership issues have been researched through the minutes of the Board, deeds with the Property Appraiser and the Florida Department of Transportation. By all indications, it should have been on the adopted county road list approved on July 22, 1999.

Buckeye feels that the third lane is a critical safety issue for them. In my discussions with company representatives, some have stated that the improvements or lack of improvements at this point will result in no increase or loss of jobs but is very important.

Based upon staff recommendation during the due diligence for the project Buckeye paid the County Surveyor for a survey of the proposed project. I believe that they would be agreeable to the County resurfacing the two lane section of the road (estimated cost

\$175,000 to \$200,000) while they pay for the third lane since it would be added purely for safety and flow through for the company's operations.

They have discussed that time is critical as it is with any safety concern.

Options: 1) Have Buckeye Fund the third lane and fund the resurfacing of the two lanes of Contractor's road out of the General Funds Capital Projects Reserve Budget (We currently have \$1.600,000 in the Capital Projects Reserve Fund uncommitted).

2) Have Buckeye fund the third lane and add the two-lane portion of the project to either SCRAP or SCOPE later this year when FDOT asks for projects. This would put the project five years out at least.

3) Have Buckeye fund the third lane, add the two-lane portion to SCRAP or SCOPE and try to bump other previously established projects.

4) Other options as determined by the Board.

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The County Administrator to Provide an Update on the Status of the Amtec Less Lethal Project.



MEETING DATE REQUESTED:

FEB 4, 2012

Statement of Issue: The County Administrator will provide an update of the status of the Amtec Less Lethal Project.

Recommended Action: Receive the update

Fiscal Impact: None

Budgeted Item: N/A

Submitted By: Jack R. Brown, County Administrator

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

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County Administrator and Staff continue to work with Amtec Less Lethal to open their new manufacturing site just North of the State wayside Park on N. U.S. 19.

Options:

Attachments: