

SUGGESTED AGENDA

AMENDED

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

TUESDAY, SEPTEMBER 17, 2013  
5:30 P.M.

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

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 CONSENT ITEMS A - K:

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. APPROVAL OF MINUTES

NONE

- B.     EXAMINATION AND APPROVAL OF INVOICES.
- C.     THE BOARD TO CONSIDER APPROVAL OF PROPOSED TASK ORDER WITH CAUSSEAU, HEWETT, & WALPOLE, INC., TO PROVIDE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE WIDENING/RESURFACING OF RED PADGETT ROAD FROM US HIGHWAY 19 (SOUTH END) TO US HIGHWAY 19 (NORTH END), AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
- D.     THE BOARD TO CONSIDER APPROVAL OF WORK ORDER NO. 2, WITH JONES EDMUNDS & ASSOCIATES, INC., TO PROVIDE SERVICES ASSOCIATED WITH COMPLIANCE MONITORING REQUIREMENTS FOR THE TAYLOR COUNTY CLOSED LANDFILL, AS AGENDAED BY THE COUNTY ENGINEER.
- E.     THE BOARD TO CONSIDER APPROVAL OF GRIEVANCE PROCEDURES FOR 2014 FOR THE LOCAL COORDINATING BOARD FOR THE TRANSPORTATION DISADVANTAGED, AS REQUIRED BY THE FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.
- F.     THE BOARD TO CONSIDER ADVERTISING FOR PUBLIC HEARINGS FOR OCTOBER 7 AND 22, 2013, TO DISCUSS AND RECEIVE PUBLIC INPUT REGARDING THE UPCOMING FUNDING CYCLE AND POSSIBLE GRANT SUBMISSION FOR THE 2020 FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TRANSPORTATION ALTERNATIVES PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR.
- G.     THE BOARD TO CONSIDER APPROVAL OF SATISFACTION OF SECOND MORTGAGE FOR KARL K. SHEFFER, WHO RECEIVED FIRST TIME HOME BUYERS' ASSISTANCE THROUGH THE SHIP PROGRAM ON SEPTEMBER 23, 2008, AS AGENDAED BY THE GRANTS COORDINATOR.
- H.     THE BOARD TO CONSIDER APPROVAL OF THE STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) ANNUAL REPORTS, ANNUAL REPORT CERTIFICATION, AND CERTIFICATION OF REGULATORY REFORM IMPLEMENTATION, AS AGENDAED BY THE GRANTS COORDINATOR.
- I.     THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON AN EXTENSION REQUEST LETTER, FOR A 90-DAY EXTENSION ON THE ADOPTION OF

COMPREHENSIVE PLAN AMENDMENT CPA 12-01, AS AGENDAED BY DANNY GRINER, COUNTY BUILDING OFFICIAL.

- J. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE, APPROVING THE CLOSEOUT FORM FOR THE FISCAL YEAR 2010 STATE HOMELAND SECURITY GRANT, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR.
- K. THE BOARD TO CONSIDER ACCEPTING THE TITLE TO A 2004 CHEVY SILVERADO TRUCK, DONATED TO THE PERRY-FOLEY AIRPORT BY H.B. TUTEN JR. LOGGING, INC.

BIDS/PUBLIC HEARINGS:

- 3. THE BOARD TO HOLD THE FIRST OF TWO (2) PUBLIC HEARINGS, SET FOR THIS DATE AT 5:30 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO DISCUSS AND RECEIVE PUBLIC INPUT ON THE POSSIBLE GRANT SUBMISSION FOR THE UPCOMING FUNDING CYCLE OF THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM. **A FAIR HOUSING WORKSHOP WILL BE CONDUCTED IMMEDIATELY FOLLOWING THE PUBLIC HEARING.**
- 4. 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.

HOSPITAL ITEMS:

- 5. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF DRAFT LEASE AGREEMENT WITH DOCTORS' MEMORIAL HOSPITAL (DMH), AS AGENDAED BY THE COUNTY ADMINISTRATOR.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

6. THE BOARD TO CONSIDER APPOINTING SHAWNA M. BEACH TO THE BOARD OF DIRECTORS FOR THE TAYLOR COASTAL WATER & SEWER DISTRICT, AS AGENDAED BY DIANE CARLTON, TAYLOR COASTAL WATER & SEWER DISTRICT.
7. THE BOARD TO CONSIDER APPOINTING ONE (1) RESIDENT TO THE BOARD OF DIRECTORS FOR THE BIG BEND WATER AUTHORITY, AS AGENDAED BY MARK REBLIN, BIG BEND WATER AUTHORITY.

COUNTY STAFF ITEMS:

8. THE BOARD TO REVIEW AND CONSIDER ADOPTION OF AUTHORIZING RESOLUTION AND BUDGET APPROVAL, FOR THE SUBMISSION OF THE 2014-2015 FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) GRANT APPLICATION, AND EXECUTION OF THE APPLICATION BY THE COUNTY ADMINISTRATOR, WHEN COMPLETED, IN ORDER TO MEET THE APPLICATION DEADLINE, AS AGENDAED BY THE GRANTS COORDINATOR.
9. THE BOARD TO CONSIDER APPROVAL, BY RESOLUTION, OF THE 2013-2014 FEE SCHEDULE, AS SUBMITTED BY THE TAYLOR COUNTY HEALTH DEPARTMENT, AND AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR.
- 9A. THE BOARD TO CONSIDER EXECUTING THE CONSTRUCTION CONTRACT WITH ADVON CORPORATION, INC. FOR PHASE 3 OF THE TAYLOR COUNTY SPORTS COMPLEX PROJECT.
- 9B. THE BOARD TO CONSIDER APPROVAL OF AN APPLICATION TO THE E911 RURAL COUNTY GRANT PROGRAM FOR FALL MAINTENANCE OF THE E911 SYSTEM.
- 9C. THE BOARD TO CONSIDER APPROVAL OF A CONTRACT WITH THE NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL (NCFRPC) FOR SERVICES PROVIDED FROM OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2013.

COUNTY ADMINISTRATOR ITEMS:

10. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
11. 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.

12. BOARD INFORMATIONAL ITEMS:

13. 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](http://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.

(2C)

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

THE BOARD TO APPROVE PROPOSED TASK ORDER WITH CAUSSEaux, HEWETT & WALPOLE, INC. TO PROVIDE CONSTRUCTION ENGINEERING & INSPECTION SERVICES FOR THE WIDENING/RESURFACING OF RED PADGETT RD FROM US HWY 19 TO US HWY 19.

**MEETING DATE REQUESTED:**

September 17, 2013

**Statement of Issue:**

The Board to approve proposed Task Order No. 2009-001-ENG-15 with Causseaux, Hewett & Walpole, Inc. to provide Construction Engineering & Inspection services for the East & South Red Padgett Road Widening/Resurfacing project.

**Recommended Action:**

Staff recommends that the Board approve the proposed Task Order with Causseaux, Hewett & Walpole, Inc. for Construction Engineering & Inspection services for the East & South Red Padgett Rd Widening/Resurfacing project in an amount not to exceed \$127,050.00.

**Fiscal Impact:**

FISCAL YR 2013/14 - \$127,050.00, NTE

**Budgeted Expense:**

YES

**Submitted By:**

ENGINEERING DIVISION

**Contact:**

COUNTY ENGINEER

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

The Board recently received proposals and is expected to execute a contract in the amount of \$2,938,140.46 with Old Castle Southern Group, Inc., d/b/a APAC-Southeast, Inc. to Widen/Resurface East and South Red Padgett Rd from US HWY 19 (south end) to US HWY 19 (north end). The proposed scope of work will include widening 5.65 miles to a 24 ft paved roadway, stormwater system improvements, and signage and pavement markings, as more fully detailed in the project plans and specifications. Funding for the widening/resurfacing of Red Padgett Rd is through the Florida Department of Transportation's Small County Outreach Project and Small County Road Assistance Project programs.

As outlined in their proposal and more fully detailed in their attachments, Causseaux, Hewett, & Walpole, Inc. (CHW) has proposed a Task Order to provide Construction Engineering and Inspection (CEI) services to the County under their previously awarded General Engineering Services Contract. That contract was structured to allow for Task Orders to be issued based on the relevant project and the service needed.

Though this Task Order is expected to be a more costly option than providing such services in-house, it is overall more efficeint in this instance as it will allow this project to be completed expeditiously while affording Staff the ability to focus on completing design of other active and planned projects. Therefore, Staff recommends that the Board approve the proposed Task Order with Causseaux, Hewett & Walpole, Inc. for Construction Engineering & Inspection services for the East & South Red Padgett Rd Widening/Resurfacing project in an amount not to exceed \$127,050.00.

**Options:**

- 1) Approve the proposed Task Order.
- 2) Reject the proposed Task Order and state reasons for such denial.

**Attachments:**

Task Order No. 2009-001-ENG-15 proposal



*Focused on Excellence  
Delivered with Integrity*

August 28, 2013  
**Revised September 4, 2013**

Kenneth Dudley, P.E.  
County Engineer  
Taylor County  
201 E. Green Street  
Perry, Florida 32347

Ref: Red Padgett Road  
Construction Phase Services  
Taylor County, FL

Dear Kenneth:

We submit this proposal to provide Construction Engineering Inspection services (CEI) based upon your email request for proposal of March 21, 2013. Our proposed scope of services is similar to the services we are providing for the County on other roadway projects. We estimate our total costs based upon the construction schedule provided 240 days to final acceptance. The total estimated cost is **\$127,050.00**. This fee becomes a NOT-TO-EXCEED FEE and all work will be based on a time and materials basis per our contract fee structure.

The responsibilities of the Causseaux, Hewett, & Walpole, Inc. (CHW) on this project are:

**SCOPE:**

CHW shall be responsible for providing services as defined in this Scope of Services, the referenced FDOT manuals, and procedures. The project for which the services are required is Providence Road.

CHW shall exercise our independent professional judgment in performing our obligations and responsibilities under this Agreement. Services provided by CHW shall comply with appropriate manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the County.

132 NW 76th Drive  
Gainesville, Florida 32607

Phone: (352) 331-1976  
Fax: (352) 331-2476  
[www.chw-inc.com](http://www.chw-inc.com)

**LENGTH OF SERVICE:**

CHW's services for this Construction Contract shall begin upon written notification to proceed by the County. For the duration of the project, CHW shall coordinate closely with the County and Contractor to minimize rescheduling activities due to construction delays or changes in scheduling of Contractor activities. The anticipated letting schedules and construction times for the project is 242 days total, this includes project setup and 2 days for Plan QC and site visits. CHW's estimate is based on our assumptions that the contract work will generally take place Monday-Friday, 8am to 5pm, with limited overtime and weekend work. CHW reserves the right to revisit our construction administration fees based on actual contract time and contractor's schedule (i.e. overtime/weekend hours, contract time extensions given to contractor, etc.).

**GENERAL:**

It shall be the responsibility of CHW to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

CHW shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies. CHW is designated by the County to negotiate and approve Supplemental Agreements that do not effect time or cost. CHW will report such activities in the weekly log. Any other Supplemental Agreements must be determined to be in accordance with Florida law by the County prior to approval by CHW. For any Supplemental Agreement, which include time or cost, CHW shall prepare the Supplemental Agreement as a recommendation to the County, which the County may accept, modify or reject upon review. CHW shall consult with the County, as it deems necessary and shall direct all issues, which exceed its delegated authority to the County for action or direction. CHW shall advise the County of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. CEI services provided by CHW shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

**VEHICLES:**

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out the requirements of this Agreement. Vehicles shall have the CHW name and phone number visibly displayed on both sides of the vehicle.

**FIELD EQUIPMENT:**

CHW shall supply survey and inspection equipment, and will sub-contract with a testing company to supply testing equipment essential in order to carry out the work under this Agreement, as applicable. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.

**LICENSING FOR EQUIPMENT OPERATIONS:**

CHW will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. CHW shall make the license and supporting documents available to the County for verification, upon request.

**ON-SITE INSPECTION, SAMPLING & TESTING:**

CHW shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents.

CHW shall keep accurate records of the Contractor's daily operations and of significant events that affect the work. CHW shall be responsible for monitoring the contractor's inspection of Contractor's Work Zone Traffic Control Plan and review of modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the FDOT's procedures.

**Specific CEI services are listed below:**

1. MOT, Erosion Control and Preconstruction Conferences: Prepare for and conduct the MOT, Erosion Control and Preconstruction Conferences. Address and resolve all issues that arise at the meeting with appropriate offices, agencies and the County. Prepare and distribute detailed minutes of the meeting.
2. Administer Periodic Construction Phase Meetings: Prepare the agenda, attend, and conduct meeting every week with County personnel, contractor, sub-contractors, utility personnel and other agencies affected by the project. Be prepared to discuss recent progress, upcoming events in the schedule, and problems associated with the project. Record significant information revealed and discussed at the meeting, and distribute written minutes to the appropriate parties.
3. Project Administration: Provide project administration and coordinate with the County during the construction phase. Prepare for and attend, when requested, any periodic or in-depth County inspections that may be conducted on the project related to

project work, progress or records. Prepare for, cooperate with, and assist others that may be assigned to review project records, payments, reports, etc. Provide ample inspectors, testing laboratory personnel, and assistance to adequately oversee all work being done on the contract. Monitor CHW hours worked on the project and justify need for overtime for approval. Manage and coordinate the activities of the testing company under sub-contract services to CHW. Prior to starting work, submit to County a listing of personnel assigned to the project for review and approval. In addition, a list of persons with emergency phone numbers should always be supplied to the County and be available at any time in the case of an emergency on the project during the course of the construction phase of services. The project Administrator should also obtain from the contractor a list of contractor's personnel that will be responsible for any occurrence that may arise on the project for the life of the project construction.

4. Provide Construction Inspection: Provide effective and qualified monitoring of all inspection services being conducted by the contractor's testing personnel. All field technicians must be certified in the applicable FDOT certification workshops listed below:
  - Asphalt Roadway Paving Inspector (full time during paving operations)
  - Earthwork Technician (as needed)
  - SWPPP Certified (as needed)
  - MOT Certified (as needed)
5. Conduct Field Surveys: Monitor contractor's surveying services to verify original, final, as well as progress estimate quantities for payment of all earthwork pay items to the contractor. CHW will review the contractor's established horizontal and vertical control on the project to be utilized for construction layout. CHW will be prepared to justify quantities in case of discrepancies by contractors or the County. Upon request, check construction layout when deemed necessary by the County. CHW shall check the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) use such measurements as are necessary to calculate and document quantities, (2) use preconstruction and final cross section surveys from the contractor of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys when requested by the County. The County will establish the specific survey requirements for this project prior to construction, if required.
6. Supplemental Agreements/Construction Change, Force Account, VECP: Notify the County of the necessity of any Supplemental Agreements/Construction Changes. Negotiate prices for additional pay items with the contractor while adhering to the "Average Unit Price" listing when possible. Coordinate acceptance of prices with the County. Any work that cannot be negotiated with the prime contractor will be pursued

by Force Account as defined in the Standard Specifications. Submit Value Engineering Change Proposals to the County for analysis and distribution.

7. Reporting: It shall be the responsibility of CHW to ensure that any and all reporting required by the County are met. CHW shall ensure that all reporting required for 100% reimbursement to the County is properly completed and submit according to FDOT guidelines.
8. Quality Assurance and Testing for Acceptance: The intent is for CHW or its testing company sub-consultant to monitor and oversee the testing provided by the contractor in the field as defined in the Contract, Plans or Specifications, to monitor and oversee documentation of testing by the contractor. Also included as the responsibility of CHW is miscellaneous verification of application rates and dimensions and bearings to assure conformance to Plans and Specifications. In case of notification of defective asphalt as defined in the Specifications, CHW will submit the initial information and receive the final disposition of the material after review. Certifications of material submitted by the contractor will be reviewed by CHW for conformity to the Project Specifications. The certification documents submitted to the County will also be reviewed for completeness and conformance to the contract document. A Final Materials and Tests Certification as provided by the contractor will be submitted to the County with the Final Records.
9. Progress Payments: CHW will review the contractor's Progress Payments to verify the quantities using actual project field records, as directed by Special Provisions in the contract, from Supplemental Agreements/Construction Changes or Force Accounts. The quantities for payment will be referenced to field records prior to submission to the County to recommend payment. Test reports will be on file prior to payment. The County must approve any waiver of testing documents prior to payment. Payments for stockpiled material may be made as defined in the Standard Specifications and approved by the County.
10. Revisions to the Contract Plans: Any revisions to the contract plans or cross sections are the responsibility of the County Engineer.
11. Distribution of Correspondence: Submit to the County a copy of all correspondence between the Engineer of Record, contractor, subcontractors, or others concerning matters related to the project. Maintain an office file copy for submission with the project Final Records.
12. Inspection of Work: Provide inspection services for conformance to Plans and Specifications for all roadway, structures, and specialty items that are being incorporated into the project. Observe and verify the contractor's measurements and records of quantities for payment. Record field measurements in project records for review by the County or auditors. The records will be compiled and submitted to the



County. Verify contractor's inspection of traffic control daily, and additionally as required or requested. Notify the contractor of deficiencies or observed problems immediately. Verify any and all pay quantities in the case of questions by the contractor or County. Prepare an accurate daily diary, signed by the inspector, consisting of:

- Record of the contractors on the project
- Their personnel (number and classification)
- Equipment (number and type or size)
- Location and work performed by each contractor or subcontractor
- Orders given the contractor
- Events of note on the project
- Accidents on the project and any details surrounding the accident such as police report number, fatalities, causes, time, etc. Obtain a copy of the police report for the project records whenever possible.
- Weather, amount of precipitation, temperature at morning, noon, and evening, cloudy, clear, etc.
- Days charged, with explanation if not charged
- Equipment arriving or leaving the project, idle equipment
- Any other details that may be important later in the project life

13. Reports: There are numerous reports, documents, etc., that must be generated in the process of contract administration. A copy (electronic and paper) will be provided to the County prior to construction, on a weekly basis or as needed. Any questions regarding the requirements can be forwarded to the County for clarification at any time.
14. Final Records: Submit a compilation of project records in the FDOT's standard format to the County (Final Records) after project completion. Make corrections when/if notified and resubmit the records and a final estimate for the project at the appropriate time. Submit all final forms (FHWA-47, CC3, etc.) with the final records. Coordinate consultant hours after the project completion with the County for approval.
15. Project Claims: Prepare documentation and assist in the defense of the County, when requested, in preparation for Claims or possible Claims resulting in the execution of the contract.
16. Utility Relocation Coordination: Utility relocations are not a part of this contract and are being performed by the respective utility company.
17. Materials Testing Laboratory: Provide designated materials testing laboratory through a qualified sub-consultant for all applicable testing requirements to include asphalt plant testing and concrete strength testing if required.

We trust this scope of services is acceptable. If you have any questions or need additional information, please call our office.

Sincerely,  
Causseaux, Hewett, & Walpole, Inc.

A handwritten signature in black ink, appearing to be 'R. Walpole', written over a horizontal line.

Robert J. Walpole, PE  
President

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## PROFESSIONAL ENGINEERING SERVICES AGREEMENT

**TASK ORDER NO.:** 2009-001-ENG-15

**PURCHASE ORDER NO.:** \_\_\_\_\_  
(For billing purposes only, to be assigned by COUNTY after execution.)

**PROJECT:** Red Padgett Road Construction Phase Services

**COUNTY:** TAYLOR COUNTY, a political subdivision of the State of Florida.

**CONSULTANT:** Causseaux, Hewett & Walpole, Inc.  
6011 NW 1st Place  
Gainesville, FL 32607  
352-331-1976

Execution of the Task Order by COUNTY shall serve as authorization for CONSULTANT to provide for the above project, professional services as set out in the Scope of Services included as RECITALS to that certain Agreement of June 19, 2009 between the COUNTY and the CONSULTANT and further delineated in the specifications, conditions and requirements stated in the following listed documents which are attached hereto and made a part hereof: proposal letter dated September 4, 2013

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Whenever the Task Order conflicts with said Agreement, the Agreement shall prevail.

**TIME FOR COMPLETION:** The work authorized by this Task Order shall commence upon being executed by COUNTY and returned to CONSULTANT and shall be completed within Two Hundred Forty ( 240 ) calendar days.

### METHOD OF COMPENSATION:

(a) This Task Order is issued on a:

☐ Fixed Fee basis

☒ Time basis method with a Not-to-Exceed amount

☐ Time basis method with a Limitation of Funds amount

(b) If the compensation is based on a "Fixed Fee Basis," then CONSULTANT shall perform all work required by this Task Order for the sum of \_\_\_\_\_ DOLLARS(\$ \_\_\_\_\_). In no event shall CONSULTANT be paid more than the Fixed Fee Amount.

(c) If the compensation is based on a "Time Basis Method" with a Not-to-Exceed Amount, then CONSULTANT shall perform all work required by this Task Order for a sum not exceeding One Hundred Twenty Seven Thousand Fifty DOLLARS (\$ 127,050.00 ). CONSULTANT's compensation shall be based on the actual work required by this Task Order.

(d) If the compensation is based on a "Time Basis Method" with a Limitation of Funds Amount, then CONSULTANT is not authorized to exceed the Limitation of Funds amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_ ) without prior written approval of the COUNTY. Such approval, if given by the COUNTY, shall indicate a new Limitation of Funds amount. CONSULTANT shall advise the COUNTY whenever CONSULTANT has incurred expenses on this Task Order that equals or exceeds eighty percent (80%) of the Limitation of Funds amount. The COUNTY shall compensate CONSULTANT for the actual work performed under this Task Order based on supporting documentation of work performed.

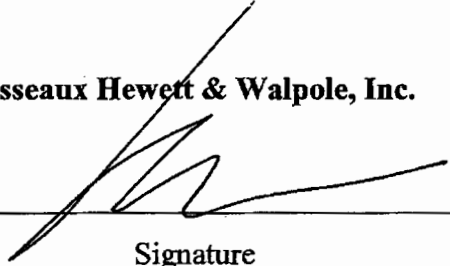
The COUNTY shall make payment to CONSULTANT in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by CONSULTANT that this Task Order, until executed by the COUNTY, does not authorize the performance of any services by CONSULTANT and that the COUNTY, prior to its execution of the Task Order, reserves the right to authorize any party other than CONSULTANT to perform the services, or a portion thereof, called for under this Task Order if it is determined that to do so is in the best interest of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order on this \_\_\_\_\_ day of \_\_\_\_\_, for the purposes stated herein.

  
\_\_\_\_\_  
Witness

**Causseaux Hewett & Walpole, Inc.**

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

Robert J. Walpole

Print Name

Title: President

**TAYLOR COUNTY, FLORIDA**

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

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

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

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

### SUBJECT/TITLE:



BOARD TO CONSIDER APPROVAL OF WORK ORDER NO. 2 WITH JONES EDMUNDS & ASSOCIATES, INC. TO PROVIDE SERVICES ASSOCIATED WITH COMPLAINT MONITORING REQUIREMENTS FOR THE TAYLOR COUNTY CLOSED LANDFILL.

### MEETING DATE REQUESTED:

September 17, 2013

### Statement of Issue:

Board to consider approval of Work Order No. 2 with Jones Edmunds & Associates, Inc. (JEA) for Services associated with Compliance Monitoring requirements for the Taylor County Closed Landfill.

### Recommended Action:

The Board should approve proposed Work Order No. 2 with Jones Edmunds & Associates, Inc., to provide services associated with compliance monitoring requirements for the Taylor County Closed Landfill.

**Fiscal Impact:** FISCAL YR 2012/13 - \$3,940.29, NTE

**Budgeted Expense:** YES

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

#### History, Facts & Issues:

On October 16, 2012, the Board of County Commissioners selected JEA to provide Compliance Monitoring Services at the Taylor County Closed Landfill from October 1, 2012 through September 30, 2016. Work Order No. 1 to the Professional Services Agreement covers the scope of the required Compliance Monitoring Services during the period October 1, 2012 through September 30, 2016 as required by FDEP Permit No. 0013295-003-SF and its modifications.

In performing their Compliance Monitoring responsibilities, JEA is being required to complete unforeseen activities that are not within the scope of Work Order No. 1. Section 1.5 of Work Order No. 1, Master Agreement for Professional Services, allows for the contingency portion of the funding to be used for such items as:

- (1) Resampling or additional sampling necessary to verify analytical results from the scheduled sampling events
- (2) Responses to FDEP on items related to this Work Order No.
- (3) Assistance to the County with other regulatory issues that arise during this contract period

- (4) Preparation of the annual long-term care "Financial Assurance Cost Estimate Form" using the "inflation-factor adjustment" to FDEP by September 1 of each calendar year (2013, 2014, and 2015), if requested by the County.

However this section also outlines exclusions which include "Contamination assessment, corrective actions, other investigations, other documentation, other research, or professional land-surveying services that may be required by FDEP are not included in this Work Order." It is this exclusion which necessitates the current Work Order proposal. Specifically, the proposed Work Order is for:

1 Work related to abandonment of Piezometer #11 – as required by FDEP as a result of their site inspection. This included coordinating the drilling contractor, a brief site visit by our field tech on the way to another County in the area to flag the well location for the drilling contractor, a brief report to FDEP, and the cost of the drilling contractor's services

2. June 6, 2013 Response Letter to FDEP regarding the status of the landfill Site Assessment Report and the continuing Arsenic levels in MW-24B. This report requested that no further well installation be required and that sampling of MW-24B just be continued with the routine sampling. (To date we have not received any response from FDEP on this letter or our recommendations).

Therefore, to avoid allowing cost recovery for activities outside the scope of Work Order No 1, Staff recommends that the Board should approve Work Order No. 2 with Jones Edmunds & Associates, Inc., to provide services associated with compliance monitoring requirements for the Taylor County Closed Landfill.

**Options:**

- 1) Approve Work Order No. 2 with Jones Edmunds & Associates, Inc.
- 2) Deny the request and state reasons for such denial.

**Attachments/Signatures:**

Copy of Work Order No. 2

**TAYLOR COUNTY  
CLOSED LANDFILL ADDITIONAL SERVICES**

**WORK ORDER NO. 2**

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

This WORK ORDER, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by mutual agreement of the parties hereto, is made a part of the Master Agreement for Professional Services dated October 26, 2012 by and between Taylor County (OWNER) and Jones Edmunds & Associates, Inc. (ENGINEER), and by being made a part of said Agreement is therefore subject to the conditions and considerations contained therein, unless otherwise provided herein.

This WORK ORDER consists of providing engineering and environmental services and serving as the Engineer of Record for the work described in the Workscope and Cost Estimate attached hereto. The compensation authorized by this work order is \$3,940.29. Compensation for these services shall be as described herein.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this WORK ORDER upon the terms and conditions stated herein on the day and year first above written.

**OWNER:**  
**TAYLOR COUNTY**

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

Name: Jack R. Brown

Title: County Administrator

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

ATTEST

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

Name: Annie Mae Murphy

Title: Clerk of Circuit Court

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

**ENGINEER:**  
**JONES EDMUNDS & ASSOCIATES, INC.**

By: Kenneth Vogel

Name: Kenneth S. Vogel, PE

Title: Senior Vice President

Date: 9/9/13

ATTEST

By: Linda S. Freese

Name: Linda S. Freese

Title: Contracts & Liability Coordinator

Date: 9/9/2013

Project Manager Tully Office Manager White



**TAYLOR COUNTY  
CLOSED LANDFILL ADDITIONAL SERVICES**

**WORK ORDER NO. 2**

**WORKSCOPE**

**1.0 Overview**

The Workscope is for additional landfill services for the Taylor County Landfill Closure beyond Work Order No. 1, which were required by the Florida Department of Environmental Protection (FDEP).

These items are beyond the scope of the contingency of Work Order No. 1 and are specifically listed as exclusions of Work Order No. 1. These items include work performed through September 1, 2013.

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**1.1 Monitoring Well Abandonment**

In May 2013, FDEP required abandonment of an old monitoring well (Piezometer #11) at the landfill. Jones Edmunds provided a drilling contractor for these services, coordinated the work, and forwarded the appropriate information to FDEP.

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**1.2 Landfill Site Assessment Report Update and Recommendations**

A follow-up report about the landfill site assessment for Arsenic, including recommendations for future actions, was required by FDEP following the Second Semiannual 2012 sampling event (October 2012).

Jones Edmunds submitted this report (dated June 6, 2013) to FDEP and recommended that no further well installation be required and that monitoring be continued for the affected well MW-24B at this time. We requested that no additional actions be required. To date, FDEP has not replied to the recommendations of this report.

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**Exclusions and Conditions**

All items included in this Work Order No. 2 are specifically listed in this document, and any other work that may be required is not included in this Work Order.

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**TAYLOR COUNTY  
CLOSED LANDFILL ADDITIONAL SERVICES**

**WORK ORDER NO. 2**

**COST ESTIMATE**

The following is attached:

- Closed Landfill Additional Services – Cost Estimate

**COMPENSATION AND INVOICING**

Additional Services labor costs and other-direct-costs will be invoiced to Taylor County per a time-and-materials basis (3.20 Labor Multiplier, 1.10 ODC Multiplier).

**TAYLOR COUNTY  
CLOSED LANDFILL ADDITIONAL SERVICES**

**WORK ORDER NO. 2**

**COST ESTIMATE**

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Task 1.1    Monitoring Well Abandonment

Jones Edmunds effort:	\$326.33
Drilling Subcontractor:	<u>\$271.35</u>
Total:	\$597.68

Task 1.2    Landfill Site Assessment Report Update and Recommendations

Jones Edmunds effort:	\$3,342.61
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Total – Work Order No. 2	\$3,940.29
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2E

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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

**SUBJECT/TITLE:**

Board to review and approve Grievance Procedures for 2014 for the Local Coordinating Board for the Transportation Disadvantaged which include specific procedures for handling Medicaid Non-Emergency Transportation grievances and/or appeals as required by the Florida Commission for the Transportation Disadvantaged.

**MEETING DATE REQUESTED:**

September 17, 2013

**Statement of Issue:** Board to review and approve the Grievance Procedures for 2014 for the Local Coordinating Board (LCB) for the Transportation Disadvantaged .

**Recommended Action:** Approve the 2014 Grievance Procedures for the County Transportation Disadvantaged Program

**Budgeted Expense:** Not Applicable.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

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

**History, Facts & Issues:** The terms of the Transportation Disadvantaged Planning Grant require the Local Coordinating Board for the Transportation Disadvantaged to maintain grievance procedures and update them on a annual basis. The 2014 procedures do not have any changes to policies or procedures as per the currently approved grievance plan. There have been no grievances filed with the Local Coordinating Board or with the Florida Commission for the Transportation Disadvantaged against Taylor County in the past ten years.

**Attachments:** Grievance Procedures 2014

**GRIEVANCE PROCEDURES 2013 – 2014**  
**TAYLOR COUNTY LOCAL COORDINATING BOARD**  
**FOR THE TRANSPORTATION DISADVANTAGED**

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The Taylor County Local Coordinating Board (LCB) for the Transportation Disadvantaged appointed by the Taylor County Board of Commissioners has established formal complaint/grievance procedures for the local transportation disadvantaged program. The County is required to have formal complaint/grievance procedures as specified by the Commission for the Transportation Disadvantaged pursuant to Chapter 427, Florida Statute and Rule 41-2.012, Florida Administrative Code. The following rules and procedures shall constitute the grievance process to be used by the Coordinated Community Transportation Disadvantaged system in Taylor County.

**SECTION 1. DEFINITIONS**

As used in these rules and procedures the following words and terms shall have the meanings assigned therein. Additional program definitions can be found in Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code.

1.1 Community Transportation Coordinator (CTC): means a transportation coordinator recommended by an appropriate designated official planning agency or a Metropolitan Planning Organization, if so applicable, as provided for in Section 427.015(1), Florida Statutes in an area outside the purview of a Metropolitan Planning Organization and approved by the Commission, to ensure that coordinated transportation services are provided to serve the transportation disadvantaged population in a designated service area. (The CTC for Taylor County is Big Bend Transit, Inc.)

1.2 Designated Official Planning Agency (DOPA): means the official body or agency designated by the Commission to fulfill the functions of transportation disadvantaged planning in areas not covered by a Metropolitan Planning Organization and approved by the Commission, to ensure that coordinated transportation services are provided to serve the transportation disadvantaged population in a designated service area. (Taylor County Board of Commissioners is the DOPA for Taylor County.)

1.3 Transportation Disadvantaged (TD) (User): means "Those persons who because of physical or mental disability, income status, age, or who for other reasons are unable to transport themselves or to purchase transportation and are, therefore, dependent on others to obtain access to employment, health care, education, shopping, social activities, or other life-sustaining activities, or children who are handicapped or high risk or at-risk as defined in Section 411.202, Florida Statutes.

1.4 Agency: means an official, officer, commission, authority, council, committee, department, division, bureau, board, section, or any other unit or entity of the state, or of a city, town, municipality, county, or other local governing body or a private nonprofit entity providing transportation services as all or part of its charter.

1.5 Transportation Operator: means one or more public, private for profit or private nonprofit entities engaged by the community transportation coordinator to provide service to transportation disadvantaged persons pursuant to a Transportation Disadvantaged Service Plan (TDSP)

1.6 Service Complaint: means incidents that may occur on a daily basis and are reported to the driver or the dispatcher or to other individuals involved with the daily operations, and are resolved within the course of a reasonable time period suitable to the complainant. Local service complaints are driven by the inability of the CTC, or transportation operations to meet local service standards established by the CTC, LCB, and the Taylor County Board of Commissioners. All service complaints should be recorded and reported by the CTC to the LCB.

1.7 Formal Grievance: A written complaint to document any concerns or an unresolved service complaint regarding the operation or administration of TD services by the CTC, DOPA, or LCB.

1.8 Administrative Hearing Process: Chapter 120, Florida Statutes.

1.9 Ombudsman Program: A toll-free telephone number established and administered by the Commission for the Transportation Disadvantaged to enable persons to access information and/or file complaints/grievances regarding transportation services provided under the coordinated effort of the Community Transportation Coordinator.

## SECTION 2. OBJECTIVES

2.1 The objective of the grievance process shall be to investigate process and make recommendations, in a timely manner on formal written complaints/grievances that are not resolved between the CTC and/or individual agencies contracted by the CTC and the customer. It is not the objective of the grievance process to “adjudicate” or have “determinative” powers.

2.2 The CTC, and its service operation and other subcontractors must post the contact person’s name and telephone number in each vehicle regarding the reporting of complaints.

2.3 All documents pertaining to the grievance process will be made available, upon request, in a format accessible to persons with disabilities.

2.4 A written copy of the grievance procedure shall be available to anyone upon request.

2.5 Apart from this grievance process, aggrieved parties with proper standing may also have recourse through Chapter 120, Florida Statutes Administrative Hearing Process or the judicial court system.

### SECTION 3. COMPOSITION OF GRIEVANCE COMMITTEE AND TERMS

- 3.1 The Taylor County Local Coordinating Board shall appoint at least five (5) of its voting members to the Grievance Committee.
- 3.2 Members shall be appointed by the Chairperson of the LCB.
- 3.3 The Grievance Committee shall include one representative of users/clients.
- 3.4 The Chairperson of the LCB reserves the right to make reappointments should any conflict of interest arise.
- 3.5 The Planning Grant Manager or his/her designee shall also serve on the Grievance Committee.
- 3.6 Members of the Grievance Committee shall be appointed for a two (2) year term. Term limits of the grievance committee shall coincide with term limits of the Local Coordinating Board.
- 3.7 A member of the Grievance Committee may be removed for cause and/or conflict of interest by the LCB Chairperson who appointed him/her. Vacancies on the committee shall be filled in the same manner as the original appointment. The appointment to fill a vacancy shall only be for the remainder of the unexpired term being filled.
- 3.8 The Grievance Committee shall elect a Chairperson and Vice Chairperson. The Chair and Vice Chair shall serve for a one (1) year term but may serve consecutive terms.
- 3.9 A quorum of three (3) voting members shall be required for official action by the grievance committee. Meetings shall be held at such times as the necessitated by formally filed grievances.

### SECTION 4: GRIEVANCE PROCESS

- 4.1 Grievance procedures will be those as specified by the Local Coordinating Board, developed from guidelines of the Commission for the Transportation Disadvantaged, and approved by the LCB as set forth below. The grievance procedures are for the purpose of fact-finding and not exercising adjudicative powers. It should be understood that these procedures are for the purpose of "hearing", advising" and "making recommendations" on issues related to service delivery and administration of the transportation disadvantaged program in the Taylor County service area.
- 4.2 Apart from the grievance procedures outlined below, aggrieved parties with proper standing may also have recourse through Chapter 120, Florida Statutes Administrative Hearing Process, the judicial court system, the Commission for the Transportation Disadvantaged, or if they are a Medicaid client, they may request a Medicaid Fair Hearing.

4.3 Service Complaints. All service complaints should be recorded and reported by the Community Transportation Coordinator (CTC) to the Local Coordinating Board. The CTC should also include statistics on service complaints. Service complaints may include but not be limited to:

- a. Late trips (late pick up or drop off)
- b. No show by transportation operation
- c. No show by client/rider
- d. Client/rider behavior
- e. Driver behavior
- f. Passenger comfort/discomfort
- g. Service refusal (refusing service to rider without an explanation as to why)
- h. Unsafe driving
- i. Others as deemed appropriate by the Local Coordinating Board

4.4 Formal Grievance. The client/rider, in their formal complaint, should demonstrate or establish their concerns as clearly as possible. The formal grievance process shall be open to addressing concerns by any person or agency including but not limited to: purchasing agencies, users, and potential users, private for-profit operators, private non-profit operators, the Community Transportation Coordinator, the Designated Official Planning Agency, elected officials and drivers. Formal grievances may include but are not limited to:

- a. Recurring or unresolved service complaints
- b. Violations of specific laws governing the provisions of the TD Services (i.e., Chapter 427, F.S., Rule 41-2 FAC and accompanying documents, Sunshine Law and ADA)
- c. Denial of service
- d. Suspension of service
- e. Unresolved safety issues
- f. Contract disputes
- g. Coordination of disputes
- h. Bidding disputes
- i. Agency compliance
- j. Conflicts of interest
- k. Misuse of funds
- l. Billing and/or account procedures
- m. Others as deemed appropriate by the Local Coordinating Board

4.5 All formal grievances filed must be written and contain the following:

- a. Name and address of the client/rider
- b. A statement of the grounds for the grievance and supporting documentation, made in a clear and concise manner. This shall include efforts made by the client taken to resolve the issue.



c. An explanation of the relief desired by the client.

If the client does not supply the above information to substantiate the grievance, no further action shall be taken.

4.6 The following steps shall be taken after a formal grievance has been filed:

**Step One:** The customer shall first contact the Community Transportation Coordinator (CTC) or the entity which they have a complaint. The customer may also contact the Commission for the Transportation Disadvantaged Ombudsman representative at 1-800-983-2435. The CTC will attempt to mediate and resolve the grievance.

**Step Two:** If mediation with the CTC and/or the applicable entity is not successful, the CTC or the client may file an official complaint with the Planning Grant Manager or their designee of the Designated Official Planning Agency. (Taylor County Board of Commissioners is the DOPA)

**Step Three:** The Planning Grant Manager or their designee on behalf of the DOPA will make every effort to resolve the grievance by arranging a meeting between the involved parties in an attempt to assist them in reaching an amicable resolution. The meeting shall take place within seven (7) working days of receipt of all evidence regarding the grievance. The representative of the DOPA shall prepare a report regarding the meeting outcome. The report shall be sent to the client and the Chair of the Grievance Committee with seven (7) working days of the meeting.

**Step Four:** If the representative of the DOPA is unsuccessful at resolving the grievance through the process outlined in Step Three, the customer may request, in writing, that their grievance be heard by the Grievance Committee. This request shall be made within seven (7) working days of receipt of the report prepared as a result of the mediation meeting under Step Three and sent to the DOPA represented by the Local Coordinating Board (LCB) Chairman.

**Step Five:** Upon receipt of the written request for the grievance to be heard by the Grievance Committee, the LCB Chairman shall have fifteen (15) working days to contact Grievance Committee members and set up a grievance hearing date and location. The client and all parties involved shall be notified of the hearing date and location at least seven (7) working days prior to the hearing date by certified mail, return receipt requested.

**Step Six:** Upon conclusion of the hearing, the Grievance Committee must submit a written report of the hearing proceedings to the LCB Chairperson within ten (10) working days. The report must outline the grievance and the Grievance Committee's findings and recommendations. If the grievance is resolved through the hearing process in the above outlined steps, the grievance process will end. The final report will be forwarded to the members of the LCB.

**Step Seven:** If the grievance has not been resolved as outlined in the above steps, the client may request, in writing, that their grievance be heard by the full LCB. This request must be made in writing and sent to the LCB Chairman within five (5) working days of receipt of the Grievance Committee Hearing report. The client may make their request for a hearing before the LCB immediately following the Grievance Committee hearing, however until the final report is prepared from that meeting; the time frames established for notification of meeting herein apply.

**Step Eight:** The DOPA/ LCB Chairman shall have fifteen (15) working days to set a meeting date. LCB members shall have at least ten (10) working days notice of such meeting. The meeting shall be advertised as so appropriate in the news media and/or other mandated publications. The Grievance Committee's report must be received by the DOPA/ LCB Chairman within seven (7) working days of the hearing. The report shall then be forwarded to the client, members of the Grievance Committee, members of the Local Coordinating Board and all other persons/agencies directly involved in the grievance process.

**Step Nine:** The result/recommendations of the Local Coordinating Board hearing shall be outlined in a final report to be completed within seven (7) working days of the hearing. The report shall then be forwarded to the customer, members of the Local Coordinating Board, and all other persons/agencies directly involved in the grievance process.

If the grievance has not been resolved as outlined in these grievance procedures, the client/rider may exercise their adjudicative rights, use the Administrative Hearing Process outlined in Chapter 120, Florida Statutes, or request their grievance be heard by the Commission for the Transportation Disadvantaged through the Ombudsman Program established herein and the Commissions Grievance Process outlined in Section 5.

## SECTION 5: COMMISSION FOR THE TRANSPORTATION DISADVANTAGED GRIEVANCE PROCESS

- 5.1 If the Local Coordinating Board does not resolve the grievance, the client will be informed of his/her right to file a formal grievance with the Commission for the Transportation Disadvantaged. The client may begin this process by contacting the Commission through the established Helpline at 1-800-983-2425 or by mail to: Florida Commission for the Transportation Disadvantaged, 605 Suwannee Street MS-49, Tallahassee, FL 32399-0450 or by email at [www.dot.state.fl.us/ctd](http://www.dot.state.fl.us/ctd). Upon request of the client, the Commission will provide the client with an accessible copy of the Commission's Grievance Procedures.
- 5.2 If the Commission is unable to resolve the grievance, the client will be referred to the Office Of Administrative Appeals or other legal venues appropriate to the specific nature of the Grievance.

All of the steps outlined in Section 4 and Section 5 (1) and (2) must be attempted in the listed order before a grievance will move to the next step. The client should be sure to try

and have as many details as possible when filing a complaint, such as dates, times, names, vehicle numbers, etc.

There is an Ombudsman Program, provided by the Commission for the Transportation Disadvantaged, which is available to anyone who requests assistance in resolving complaints/grievances. The Ombudsman Program may be reached through the toll free Helpline at 1-800-983-2425 or by email at [www.dot.state.fl.us/ctd](http://www.dot.state.fl.us/ctd). By requesting assistance of the Ombudsman Program in resolving complaints, the complaint will still follow, in order, all of the established steps listed in Steps 4 and 5 above. The Ombudsman will document each complaint and upon the request of the client, file the complaint with the local Coordinator on the client's behalf, to begin the local complaint process. If the client has already filed the grievance locally, and remains unsatisfied, the Ombudsman will assist the customer with the next step in the complaint or grievance process.

The client has the right to file a formal grievance with the Office of Administrative Appeals or other venues appropriate to the specific nature of the complaint.

## SECTION 6: MEDICAID GRIEVANCES/COMPLAINT PROCESS

### 6.1 Definitions

- a. Complaint Process- The complaint process is the Commission's and the Subcontractor Transportation Provider's (STP) procedure for addressing Medicaid Beneficiary Complaints, which are expressions of dissatisfaction about any matter other than Action(s) that are resolved at the Point of Contact rather than through filing a formal Grievance.
- b. Grievance Process- The Grievance process is the Commission's and the STP's procedure for addressing Medicaid Beneficiary Grievances, which are expressions of dissatisfaction about any matter other than an Action.
- c. Appeal Process- The Appeal process is the Commission's and the STP's procedure for addressing Medicaid Beneficiary Appeals which are requests for review of an Action.
- d. Medicaid Fair Hearing Process- The Medicaid Fair Hearing process is the administrative process which allows a Medicaid Beneficiary to request the State to reconsider an adverse decision made by the Commission or the STP.

### 6.2 General Requirements

As set forth herein, the following process constitutes Big Bend Transit Inc./ Taylor County, Subcontractor Transportation Provider (STP) Medicaid Grievance/Complaint Process.

1. Big Bend Transit, Inc., herein referred to as the STP, must attain written approval of the Medicaid Grievance/Complaint Process prior to implementation.
2. The STP will refer all Medicaid Beneficiaries who are dissatisfied with the STP or its actions to the STP's Grievance/Appeal Coordinator for processing and documentation in accordance with the Medicaid contract and established policies and procedures.

3. The STP shall provide reasonable assistance to Medicaid Beneficiaries in completing forms and other procedural steps, including but not limited to providing interpreter services and toll free numbers with TTY/TDD and interpreter capability.
4. The STP shall acknowledge, in writing, the receipt of a Grievance or request for an Appeal, unless the Medicaid Beneficiary requests an expedited resolution.
5. The STP shall not allow any of the decision makers on a Grievance or Appeal if they were involved in any of the previous levels of review or decision-making when deciding any of the following:
  - a. An appeal or denial that is based on lack of medical necessity; and,
  - b. A Grievance regarding the denial of an expedited resolution of an Appeal.
6. The Medicaid Beneficiary, and/or Medicaid Beneficiary's representative, shall be allowed an opportunity to examine the Medicaid Beneficiary's case file before and during the Grievance or Appeal process, including all medical records and any other documents and records held by the STP.
7. The Medicaid Beneficiary and/or the Medicaid Beneficiary's representative or the representative of a deceased Medicaid Beneficiary's estate shall be considered as parties to the Grievance/Appeal.
8. The STP shall maintain, and review a record of all Complaints, Grievances, and Appeals in accordance with the terms of the Medicaid contract in order to fulfill the requirements as set forth in this process.
9. The STP shall work with the Commission's Grievance/Appeals Coordinator to resolve all grievance related issues.
  - a. The STP shall notify the Medicaid Beneficiary, in writing, using language at, or below a fourth (4<sup>th</sup>) grade reading level, of any action taken by the STP to deny a Transportation Service request, or limit transportation services in an amount, duration, or scope that is less than requested.
  - b. The STP shall provide notice to the Medicaid Beneficiary as set forth below:
    - (1) The Action the Recipient has taken or intends to take;
    - (2) The reasons for the Action, customized for the circumstances of the Medicaid Beneficiary;
    - (3) The Medicaid Beneficiary's or the Health Care Professional's (with written permission of the Medicaid Beneficiary) right to file an Appeal;
    - (4) The procedures for filing an appeal;
    - (5) The circumstances under which expedited resolution is available and how to request it; and,
    - (6) The Medicaid Beneficiary's rights to request that transportation services continue pending the resolution of the appeal, how to request the continuation of transportation services, and the circumstances under which the Medicaid Beneficiary may be required to pay the costs of these services.

c. The STP must provide the notice of action within the following time frames:

- (1) At least ten (10) calendar days before the date of the action or fifteen (15) calendar days if the notice is sent by surface mail. Five (5) calendar days if the recipient suspects fraud on the part of the Medicaid Beneficiary).
- (2) For denial of the trip request, at the time of any action affecting the trip request.
- (3) For standard service authorization decisions that deny or limit transportation services, as quickly as the Medicaid Beneficiary's health condition requires, but no later than fourteen (14) calendar days following receipt of the request for service.

d. If the STP extends the time frame for notification, it must:

- (1) Give the Medicaid Beneficiary written notice of the reason for the extension and inform the Medicaid Beneficiary of the right to file a grievance if the Medicaid Beneficiary disagrees with the recipient's decision to extend the time frame; and,
- (2) Carry out its determination as quickly as the Medicaid Beneficiary's health condition requires, but in no case later than the date upon which the fourteen (14) calendar day extension period expires.

e. If the STP fails to reach a decision within the time frame described above, the Medicaid Beneficiary can consider such failure on the part of the STP a denial therefore, an action adverse to the Medicaid Beneficiary.

f. For expedited Service Authorization decisions, within three (3) business days (with the possibility of a fourteen (14) calendar day extension).

### 6.3 The Complaint Process

1. A Medicaid Beneficiary may file a Complaint, or a representative of the Medicaid Beneficiary, acting on behalf of the Medicaid Beneficiary and with the Medicaid Beneficiary's written consent, may file a complaint.

#### 2. General Duties

a. The STP must:

- (1) Resolve each complaint within fifteen (15) business days from the day the STP received the initial complaint, be it oral or in writing.
  - (a) The STP may extend the complaint resolution time frame by up to ten (10) business days if the Medicaid Beneficiary request an extension, or the Recipient/Subcontractor documents that there is a

need for additional information and that the delay is in the Medicaid Beneficiary's best interest.

- (b) If the STP requests the extension, the Recipient/Subcontractor must give the Medicaid Beneficiary written notice for the delay.
- (2) Notify the Medicaid Beneficiary, in writing within five (5) business days of the resolution of the complaint if the Medicaid Beneficiary is not satisfied with the STP's resolution. The notice of disposition shall include the results and date of the resolution of the complaint, and shall include:
  - (a) A notice of the right to request a grievance or appeal, whichever is the most appropriate to the nature of the objection; and,
  - (b) Information necessary to allow the Medicaid Beneficiary to request a Medicaid Fair Hearing, if appropriate; including the contact information necessary to pursue a Medicaid Fair Hearing (see Medicaid Fair Hearing System Section).
- (3) The STP shall provide the Commission with a report detailing the total number of complaints received, pursuant to reporting requirements of the contract with the Commission.
- (4) The STP nor any other transportation providers shall take any punitive action against a physician or other health care provider who files a complaint on behalf of a Medicaid Beneficiary, or supports a Medicaid Beneficiary's complaint.

b. Filing Requirements

- (1) The Medicaid Beneficiary or a representative of the Medicaid Beneficiary, acting on behalf of the Medicaid Beneficiary and with the Medicaid Beneficiary's written consent, must file a complaint within fifteen (15) calendar days after the date of occurrence that initiated the complaint.
- (2) The Medicaid Beneficiary or his/her representative may file a complaint either orally or in writing. The Medicaid Beneficiary or his/her representative may follow up an oral request with a written request; however the timeframe for resolution begins the date the STP receives an oral request.

#### 6.4 The Grievance Process

- 1. The Medicaid Beneficiary may file a grievance, or a representative of the Medicaid Beneficiary, acting on behalf of the Medicaid Beneficiary and with the Medicaid Beneficiary's written consent, may file a grievance.

## 2. General Duties

### a. The STP must:

- (1) Resolve each grievance within ninety (90) calendar days from the day the STP received the initial grievance request, be it oral or in writing;
- (2) Notify the Medicaid Beneficiary, in writing, within thirty (3) calendar days of the resolution of the grievance. The notice of disposition shall include the results and date of the resolution or the grievance, and for decisions not wholly in the Medicaid beneficiary's favor, the notice of disposition shall include:
  - (a) Notice of the right to request a Medicaid Fair Hearing, if applicable; and,
  - (b) Information necessary to allow the Medicaid Beneficiary to request a Medicaid Fair Hearing, including the contact information necessary to pursue a Medicaid Fair Hearing (see Medicaid Fair Hearing System Section below);
- (3) Provide the Commission with a copy of the written notice of disposition upon request;
- (4) The STP nor any other transportation provider shall take punitive action against a physician or other health care provider who files a grievance on behalf of a Medicaid Beneficiary, or supports a Medicaid Beneficiary's grievance; and,
- (5) Provide the Commission with a report detailing the total number of Grievances received, pursuant to the Reporting Requirements Section of these procedures.

b. The STP may extend the Grievance resolution time frame by up to fourteen (14) calendar days if the Medicaid Beneficiary requests an extension, or the STP documents that there is a need for additional information and that the delay is in the Medicaid Beneficiary's best interest.

1. If the STP requests the extension, the STP must give the Medicaid Beneficiary written notice of the reason for the delay.

## Filing Requirements

- (6) The Medicaid Beneficiary or provider must file a grievance within one (1) year after the date of occurrence that initiated the grievance.
- (7) The Medicaid Beneficiary or provider may file a grievance either orally or in writing. The Medicaid Beneficiary may follow up an oral request with a written request, however, the time frame for resolution begins the date the STP receives the oral request.

### 6.5 The Appeal Process

- 1. A Medicaid Beneficiary may file an appeal, or a representative of the Medicaid Beneficiary acting on behalf of the Medicaid Beneficiary and with the Medicaid Beneficiary's written consent, may file an appeal.

- 2. General Duties

- a. The STP shall:

- (1) Confirm in writing all oral inquiries seeking an appeal, unless the Medicaid Beneficiary or provider request an expedited resolution;
    - (2) If the resolution is in favor of the Medicaid Beneficiary, provide the services as quickly as the Medicaid Beneficiary's health condition requires;
    - (3) Provide the Medicaid Beneficiary or provider with a reasonable opportunity to present evidence and allegations of fact or law, in person and/or in writing;
    - (4) Allow the Medicaid Beneficiary, and/or the Medicaid Beneficiary's representative, an opportunity, before and during the appeal process, to examine the Medicaid Beneficiary's case file, including all documents and records;
    - (5) Consider the Medicaid Beneficiary, the Medicaid Beneficiary's representative or the representative of a deceased Medicaid Beneficiary's estate as parties to the appeal;
    - (6) Continue the Medicaid Beneficiary's transportation services if:
      - (a) The Medicaid Beneficiary files the appeal in a timely manner, meaning on or before the later of the following:
        - (i) Within ten (10) business days of the date on the notice of action (add five (5) business days if the notice is sent via surface mail; or,
        - (ii) The intended effective date of the STP's proposed action.
      - (b) The appeal involves the termination, suspension, or reduction of a previously authorized transportation service;
      - (c) The transportation was for a Medicaid compensable service ordered;



- (d) The authorization period has not expired; and/or
  - (e) The Medicaid Beneficiary requests extension of transportation services
- (7) Provide written notice of the resolution of the appeal, including the results and date of the resolution within two (2) business days after the resolution. For decision not wholly in the Medicaid Beneficiary's favor, the notice of resolution shall include:
  - (a) Notice of the right to request a Medicaid Fair Hearing;
  - (b) Information about how to request a Medicaid Fair Hearing, including the Department of Children and Family Services (DCF) address necessary for pursuing a Medicaid Fair Hearing, as set forth in the Medicaid Fair Hearing Section, below;
  - (c) Notice of the right to continue to receive transportation services pending a Medicaid Fair Hearing;
  - (d) Information about how to request the continuation of transportation services; and
  - (e) Notice that if the STP's action is upheld in a Medicaid Fair Hearing, the Medicaid Beneficiary may be liable for the cost of any continued transportation services
- (8) Provide the Commission with a copy of the written notice of disposition upon request;
- (9) The STP nor any other transportation providers shall take any punitive action against a physician or other health care provider who files an appeal on behalf of a Medicaid Beneficiary or supports a Medicaid Beneficiary's appeal; and,
- (10) Provide the Commission with a report detailing the total number of appeals received, pursuant to reporting requirements of this process.
- b. If the STP continues or reinstates the Medicaid Beneficiary's transportation services while the appeal is pending, the STP must continue providing the transportation services until one (1) of the following occurs:
  - (1) The Medicaid Beneficiary withdraws the appeal;
  - (2) Ten (10) business days pass from the date of the STP's notice of resolution of the appeal if the resolution is adverse to the Medicaid Beneficiary and if the Medicaid Beneficiary has not requested a Medicaid Fair Hearing with continuation of transportation services until a Medicaid Fair Hearing decision is reached;
  - (3) The Medicaid Fair Hearing panel's decision is adverse to the Medicaid Beneficiary; or,

- (4) The authorization to provide services expires, or the Medicaid Beneficiary meets the authorized service limits.
- c. If the final resolution of the appeal is adverse to the Medicaid Beneficiary, the STP may recover the cost of the services furnished from the Medicaid Beneficiary while the appeal was pending, to the extent that the STP furnished the services solely because of the requirements of the section.
  - d. If the STP did not furnish services while the appeal was pending and the appeal panel reverses the STP's decision to deny, limit or delay services, the STP must pay for disputed services in accordance with State policy and regulations.
  - e. If the STP furnished services while the appeal was pending and the appeal panel reverses the STP's decision to deny, limit or delay services, the STP must pay for disputed services in accordance with State policy and regulations.

## 6.6 Filing Requirements

- a. The Medicaid Beneficiary or his/her representative must file an appeal within thirty (30) calendar days of receipt of the notice of the STP's action.
  - b. The Medicaid Beneficiary may file an appeal either orally or in writing. If the filing is oral, the Medicaid Beneficiary must also file a written, signed appeal within thirty (30) calendar days of the oral filing. The STP shall notify the requesting party that it must file the written request within ten (10) business days after receipt of the oral request. For oral filings, time frames for resolution of the appeal begin on the date the STP receives the oral filing.
  - c. The STP shall resolve each appeal within State-established time frames not to exceed forty-five (45) calendar days from the day the STP received the initial appeal request, whether oral or in writing.
  - d. If the resolution is in favor of the Medicaid Beneficiary, the STP shall provide the services as quickly as the Medicaid Beneficiary's health condition requires.
  - e. The STP may extend the resolution time frames by up to fourteen (14) calendar days if the Medicaid Beneficiary requests an extension, or the STP documents that there is a need for additional information and that the delay is in the Medicaid Beneficiary's best interest.
- (1) If the STP requests the extension, the STP must give the Medicaid Beneficiary written notice of reason for the delay.

- (2) The STP must provide written notice of the extension to the Medicaid Beneficiary within five (5) business days of determining the need for an extension.

## 6.7 Expedited Process

- a. The STP shall establish and maintain an expedited review process for appeals when the STP determines, the Medicaid Beneficiary requests or the provider indicates (in making the request on the Medicaid Beneficiary's behalf or supporting the Medicaid Beneficiary's request) that taking the time for a standard resolution could seriously jeopardize the Medicaid Beneficiary's life, health or ability to attain, maintain or regain maximum function.
- b. The Medicaid Beneficiary may file an expedited appeal either orally or in writing. No additional written follow-up in the part if the Medicaid Beneficiary is required for an oral request for and expedited appeal.
- c. The STP must:
  - (1) Inform the Medicaid Beneficiary of the limited time available for the Medicaid Beneficiary to present evidence and allegation of act or law, in person and in writing;
  - (2) Resolve each expedited appeal and provide notice to the Medicaid Beneficiary, as quickly as the Medicaid Beneficiary's health condition requires, within State established time frames not to exceed seventy-two (72) hours after the Recipient/Subcontractor receives the appeal request, whether the appeal was made orally or in writing;
  - (3) Provide written notice of the resolution in accordance with the appeal process section, of the expedited appeal to the Medicaid Beneficiary;
  - (4) Make reasonable efforts to provide oral notice of disposition to the Medicaid Beneficiary immediately after the appeal panel renders a decision; and,
  - (5) The STP nor any transportation provider shall take any punitive action against a physician or other health care provider who request and expedited resolution on the Medicaid Beneficiary's behalf or supports a Medicaid Beneficiary's request for expedited resolution of an appeal.
    - a. If the STP denies a request for an expedited resolution of appeal, the STP must:
      - (1) Transfer the appeal to the standard time frame of no longer than forty-five (45) calendar days from the day the

recipient/subcontractor received the request for appeal (with a possible fourteen (14) day extension);

- (2) Make all reasonable efforts to provide immediate oral notification of the recipients/subcontractor's denial for expedited resolution of the appeal;
- (3) Provide written notice of the denial of the expedited appeal within two (2) days; and,
- (4) Fulfill all requirements set forth in the appeal process section above.

#### 6.8 Medicaid Fair Hearing Process

- (1) As set forth in Rule 65-2.042, FAC, the Recipient's/Subcontractor's grievance procedure and appeal and grievance process shall state that the Medicaid Beneficiary has the right to request a Medicaid Fair Hearing, in addition to, and at the same time as, pursuing resolution through the Recipient's/Subcontractor's grievance and appeal process.
  - a. A physician or other healthcare provider must have a Medicaid Beneficiary's written consent before requesting a Medicaid Fair Hearing on behalf of a Medicaid Beneficiary.
  - b. The parties to a Medicaid Fair Hearing include the STP, as well as the Medicaid, his/her representative or the representative of a deceased Medicaid Beneficiary's estate.

#### (2) Filing Requirements

- a. The Medicaid Beneficiary may request a Medicaid Fair hearing within ninety (90) days of the date of the notice of the STP's resolution of the Medicaid Beneficiary's grievance/appeal by contacting Florida Department of Children and Family Services (DCF) at:

The Office of Public Assistance Appeal Hearings  
1317 Winewood Boulevard  
Tallahassee, Florida 32399-0700  
850-488-1429

### (3) General Duties

#### a. The STP must:

- 1) Continue the Medicaid beneficiary's transportation services the Medicaid Fair Hearing is pending if;
  - a. The Medicaid Beneficiary filed for the Medicaid Fair Hearing in a timely manner, meaning on or before the later of the following;
    - (i) Within ten (10) business days of the date on the notice of action (add five (5) business days if the notice is sent via surface mail);
    - (ii) The intended effective date of the STP's proposed action.
  - b. The Medicaid Fair Hearing involves the termination, suspension, or reduction of a previously authorized course of treatment;
  - c. The authorization period has not expired; and/or,
  - d. The Medicaid Beneficiary requests extension of transportation services.
- 2) The STP nor any Transportation Provider shall take any punitive action against a physician, Transportation Provider, or other health care provider who requests a Medicaid Fair Hearing on a Medicaid Beneficiary's request for a Medicaid Fair Hearing.
  - a. If the STP continues or reinstates Medicaid Beneficiary Transportation Services while the Medicaid Fair Hearing is pending, the STP must continue said Transportation Services until one (1) of the following occurs:
    - (1) The Medicaid Beneficiary withdraws the request for a Medicaid Fair Hearing;
    - (2) Ten (10) business Days pass from the date of the STP's notice of resolution of the Appeal if the resolution is adverse to the Medicaid Beneficiary and the Medicaid

Beneficiary has not requested a Medicaid Fair Hearing with continuation of Transportation Services until a Medicaid Fair Hearing decision is reached (add five (5) business days if the Recipient/Subcontractor sends the notice of Action by surface Mail);

- (3) The Medicaid Fair Hearing officer renders a decision that is adverse to the Medicaid Beneficiary ; and/or,
- (4) The Medicaid Beneficiary's authorization expires or the Medicaid Beneficiary reaches his/her authorized service limits.
- (5) If the final resolution of the Medicaid Fair Hearing is adverse to the Medicaid Beneficiary, the STP may recover the costs of the services furnished while the Medicaid Fair Hearing was pending, to the extent that the STP furnished said services solely because of the requirements of this Section.
- (6) If the STP did not furnish services while the Medicaid Fair Hearing was pending, and the Medicaid Fair Hearing resolution reverses the STP's decision to deny, limit or delay services, the STP must pay for the disputed services in accordance with State policy and regulations.

## Grievance Procedures Process Chart

<b>Type</b>	<b>Time Frame to File</b>	<b>Provide Transportation Services During Review</b>	<b>Time Frame to Resolve</b>	<b>Extension Time Frame</b>	<b>Time Frame to Send Notification of Resolution</b>	<b>Next Step (if any)</b>
Complaint	Ninety (90) days from the date of the incident that precipitated the complaint.	Yes	Fifteen (15) business days.	Ten (10) business days.	Five (5) business days from the date of the complaint.	File a grievance.
Grievance	Ninety (90) calendar days from the date of the action that precipitated.	Yes	Ninety (90) calendar days.	Fourteen (14) calendar Days.	Thirty (30) calendar days from the date of the resolution of the grievance.	Medicaid Fair Hearing.

LIST OF NAMES AND ADDRESSES OF PERSONS/ENTITIES REFERENCED IN  
GRIEVANCE PROCEDURES

Big Bend Transit, Inc.  
P.O. Box 1721  
Tallahassee, Florida 32302  
Contact: Shawn Mitchell- Transportation Manager  
Phone: 850-574-6266

Taylor County Board of Commissioners  
201 East Green St.  
Perry, Florida 32347  
Contact: Jack Brown County Administrator  
Phone: 850-838-3500 ext. 107

Service Area Local Coordinating Board Chairperson:  
LCB Chairman: Patricia Patterson  
Taylor County Board of Commissioners  
201 East Green St.  
Perry, Florida 32347  
Phone: 850-838-3500 ext 107

Taylor County Planning Grant Manager  
201 East Green St.  
Perry, Florida 32347  
Contact: Melody Cox  
Phone: 850-838-3553



## CERTIFICATION

The undersigned hereby certifies that she is the Chairperson of the Transportation Disadvantaged Local Coordinating Board and that the foregoing is a full, true and correct copy of the Grievance/Complaint Rules and Procedures of this Board as reviewed and adopted on the \_\_\_\_\_ day of September, 2013

\_\_\_\_\_  
Patricia Patterson, Chairperson  
Taylor County Board of Commissioners  
Local Coordinating Board for the Transportation Disadvantaged

APPROVED BY THE TAYLOR COUNTY BOARD OF COMMISSIONERS, THE OFFICIAL  
DESIGNATED PLANNING AGENCY

\_\_\_\_\_  
Pam Feagle, Chairman  
Taylor County Board of Commissioners

\_\_\_\_\_  
Date

2F

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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

**SUBJECT/TITLE:**



Requesting Board approval to hold public hearings October 7, and October 22, 2013 to discuss and receive public input regarding the upcoming funding cycle and possible grant submission for the 2020 Florida Department of Transportation (FDOT), Transportation Alternatives Program. This program was previously known as the Transportation Enhancement Program.

**MEETING DATE REQUESTED:**

September 17, 2013

**Statement of Issue:** Requesting Board approval to hold public hearings October 7, and October 22, 2013 to discuss and receive public input regarding the upcoming funding cycle and possible grant submission for the 2020 FDOT Transportation Alternative Program Enhancement Program. The Clerk's office has provided a time of 5:30 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 2020. A cash match is not required. "In kind" project /grant administration services will be required. FDOT will provide project design, engineering, and bidding 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 to six years in advance. The funding cycle is normally open in February and March of each year but was moved up due to anticipated program changes at FDOT. 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 recently awarded 2019 funding in the amount of \$265,000 for the construction of a .79 mile sidewalk from the corner of Green Street and Arena Street to the corner of Green Street and Howard Street. The sidewalk connects to the existing sidewalk at Howard Street which goes to the school. 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.

**Attachments: Information on the FY 2020 Transportation Alternatives Program.**



## *Florida Department of Transportation*

RICK SCOTT  
GOVERNOR

1109 South Marion Avenue  
Lake City, FL 32025

ANANTH PRASAD, P.E.  
SECRETARY

August 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 2020. The Transportation Alternatives Program was created in 2012 under the Moving Ahead for Progress in the 21<sup>st</sup> 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 2014 - FY2019 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                    |
| • 4339861 | Sidewalk           | CR 356 (Green Street) from Arena St to Howard St |

Please note the following:

- Projects that were applied for in a previous year but were not programmed, will need to be requested again if the project is still desired.
- 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 that the project will be 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 **November 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 (386) 961-7878 or (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](mailto:barney.bennette@dot.state.fl.us).

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to approve Satisfaction of Second Mortgage for Karl K. Sheffer who received First Time Home Buyers Assistance through the SHIP program September 23, 2008.

**MEETING DATE REQUESTED:**

September 17, 2013

**Statement of Issue:** Board to approve Satisfaction of Second Mortgage for Karl K. Sheffer who received First Time Home Buyers Down Payment Assistance through the SHIP Program, September 23, 2008 in the amount of \$7,807.90. All terms of the Second Mortgage have been satisfied.

**Recommended Action:** Approve Satisfaction of Second Mortgage

**Fiscal Impact:** Not Applicable

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Karl K. Sheffer received First Time Home Buyers Down Payment Assistance through the SHIP program in the amount of \$7,807.90 September 23, 2008. All terms of the Second Mortgage have been satisfied.

**Attachments:** Satisfaction of Second Mortgage

## SATISFACTION OF SECOND MORTGAGE

**KNOW ALL MEN BY THESE PRESENTS:** That We, **TAYLOR COUNTY, FLORIDA**, the owners and holders of a certain Second Mortgage Under Taylor County, Florida Local Housing Partnership Down Payment Assistance Program executed by **KARL K. SHEFFER** bearing date the 23rd day of September, A. D. 2008, recorded in Official Records Book 630, pages 431 - 441, in the office of the Clerk of the Circuit Court of Taylor County, State of Florida, securing a sum of \$7,807.90, and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to-wit:

Lots 1, 2, & 3 of Block 11 (or559-92) of Perry Heights Subdivision, a subdivision joining the Town of Perry, Florida as per the map or plat thereof recorded in Plat Book 1, Page 58 of the Public Records on file in the office of the Clerk of the Circuit Court of Taylor County, Florida.  
As set forth in Section 13, Township 4 South, Range 7 East, of Taylor County, Florida.

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

**WITNESS** my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2013.

Signed, Sealed and Delivered  
in Presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_(SEAL)  
PAM FEAGLE, Chairperson  
BOARD OF COUNTY COMMISSION  
TAYLOR COUNTY, FLORIDA

ATTEST:

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

STATE OF FLORIDA  
COUNTY OF TAYLOR

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

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2013.

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

My Commission Expires:

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

2H

## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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

**SUBJECT/TITLE:**

Board to approve the State Housing Initiative Partnership (SHIP) Annual Reports, Annual Report Certification, and Certification of Regulatory Reform Implementation .

**MEETING DATE REQUESTED:**

September 17, 2013

**Statement of Issue:** Board to approve the SHIP Annual Reports, Annual Report Certification, and Certification of Regulatory Reform Implementation.

**Recommended Action:** Approve the SHIP Annual Reports and Certification, and Certification of Regulatory Reform Implementation.

**Fiscal Impact:** The Annual Reports and Certifications are a requirement to be eligible for SHIP funding.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

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

**History, Facts & Issues:** The County is required to submit Annual Reports and Certifications on open SHIP grants. The County has been awarded \$350,000 through the SHIP Program for FY 2013-2014. SHIP grant funds can be used to provide assistance to qualified homes and homeowners for the rehabilitation of their homes, demolition and reconstruction of an existing home if the house is in 51% or more disrepair, and First Time Home Buyers Down Payment Assistance. Rental property or mobile homes are not eligible for assistance. The County currently provides a maximum of \$25,000 for rehabilitation assistance, \$75,000 for demolition and new construction, and a maximum of \$10,000 for qualified First Time Homebuyers. The SHIP grants funds can also be used as a match for a CDBG Housing Assistance Grant as SHIP is state funded and CDBG is federally funded.

**Attachments:** Annual Report Certification for SHIP, Certification for Regulatory Reform Implementation , SHIP Annual Report 2012/2013,



**SHIP Annual Report 2011/2012, and SHIP Annual Report  
2010/2011**

**Annual Report Certification for  
State Housing Initiatives Partnership (SHIP) Program**

On Behalf of Taylor County (Local Government), I hereby certify that the annual reporting information submitted electronically to Florida Housing Finance Corporation for fiscal years 2010 - 2011, 2011 - 2012, 2012 - 2013 (list all three fiscal years) is true and accurate.

Name of Staff Member responsible for submitting annual report: Melody Cox

\_\_\_\_\_  
Witness Signature Date

\_\_\_\_\_  
Chief Elected Official or Designee Signature Date

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Chief Elected Official or Designee Printed Name

\_\_\_\_\_  
Witness Signature Date

\_\_\_\_\_  
Witness Printed Name

Or

ATTEST (Seal)

\_\_\_\_\_  
Signature Date

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee.**

October 2012

**Certification for Regulatory Reform Implementation  
State Housing Initiatives Partnership (SHIP) Program**

On Behalf of Taylor County (Local Government), I hereby certify  
that the following information is true and accurate as of the date of this submission for the following fiscal  
years: 2010 -2011, 2011 -2012, 2012 - 2013 (list all three fiscal years):

1. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
2. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be \$ 0.00.
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be \$ 0.00.

\_\_\_\_\_  
Witness Signature Date

\_\_\_\_\_  
Chief Elected Official or Designee Signature Date

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Chief Elected Official or Designee Printed Name

\_\_\_\_\_  
Witness Signature Date

\_\_\_\_\_  
Witness Printed Name

Or

ATTEST (Seal)

\_\_\_\_\_  
Signature Date

163.3164 (15) of the Florida Statutes: "Development order" means any order granting, denying, or granting with conditions an application for a development permit.

163.3164(16) of the Florida Statutes: "Development permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of land.

October 2012

# Title: SHIP Annual Report

Report Status: Submitted

Taylor County FY 2012/2013

## Form 1

### SHIP Distribution Summary

#### Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
3	Rehabilitation					\$22,501.00	1

Homeownership Totals: \$22,501.00 1

#### Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
------	----------	-----------------	-------	-------------------	-------	---------------------	-------

Rental Totals:

Subtotals: \$22,501.00 1

### Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative			\$2,500.00
Homeownership Counseling			
Admin From Program Income			
Admin From Disaster Funds			

Totals: \$0.00 \$0.00 \$25,001.00 1

### Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$25,000.00
Program Income (Interest)	\$1.00
Program Income (Payments)	
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$0.00
<b>Total:</b>	<b>\$25,001.00</b>

\* Carry Forward to Next Year: \$0.00

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

## Form 2

### Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
-------------	------	-------	-------	-------	-------

### Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended		
Public Moneys Expended		NaN
Private Funds Expended		NaN
Owner Contribution		NaN
Total Value of All Units	\$ .00	NaN

### SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$16,250.00	\$25,000.00	65.00%	65%
Construction / Rehabilitation	\$18,750.00	\$25,000.00	75.00%	75%

### Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low				\$ .00	.00%
Very Low			\$22,501.00	\$22,501.00	90.00%
Low				\$ .00	.00%
Moderate				\$ .00	.00%
<b>Totals:</b>	\$ .00	\$ .00	\$22,501.00	\$22,501.00	90.00%

### Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low					\$ .00	0
Very Low					\$ .00	0
Low					\$ .00	0
Moderate					\$ .00	0
<b>Totals:</b>	\$ .00	0	\$ .00	0	\$ .00	0

## Form 3

### Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Totals:						0

### Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Totals:						0

### Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Totals:					0

### Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Totals:								0

### Special Needs (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Homeless	Elderly	Special Needs	Special Needs	Total
Totals:								0

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
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Form 4

**Expended Funds**

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unit Counted
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Taylor County 2012 Interim-2

**Title: SHIP Annual Report**  
Taylor County FY 2011/2012

Report Status: Submitted

Form 1



## SHIP Distribution Summary

### Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
3	Rehabilitation	\$191,616.05	9	\$98,221.47	5	\$0.00	
1	Purchase Assistance-with Rehab			\$31,000.00	4		
<b>Homeownership Totals:</b>		<b>\$191,616.05</b>	<b>9</b>	<b>\$129,221.47</b>	<b>9</b>	<b>\$0.00</b>	

### Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
<b>Rental Totals:</b>							
<b>Subtotals:</b>		<b>\$191,616.05</b>	<b>9</b>	<b>\$129,221.47</b>	<b>9</b>	<b>\$0.00</b>	

### Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative	\$35,000.00		
Homeownership Counseling			
Admin From Program Income			
Admin From Disaster Funds			

**Totals:** **\$226,616.05** **9** **\$129,221.47** **9** **\$0.00**

### Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	\$350,000.00
Program Income (Interest)	\$2.00
Program Income (Payments)	
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$5,835.52
<b>Total:</b>	<b>\$355,837.52</b>

\* Carry Forward to Next Year: \$0.00

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

### Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
-------------	------	-------	-------	-------	-------

### Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	\$191,616.05	100.00%
Public Moneys Expended		.00%
Private Funds Expended		.00%
Owner Contribution		.00%
Total Value of All Units	\$191,616.05	100.00%

### SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	\$227,500.00	\$350,000.00	65.00%	65%
Construction / Rehabilitation	\$262,500.00	\$350,000.00	75.00%	75%

### Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low	\$34,512.95	\$21,936.65		\$56,449.60	15.86%
Very Low	\$132,004.80	\$76,284.82	\$0.00	\$208,289.62	58.54%
Low				\$0.00	.00%
Moderate	\$25,098.30	\$31,000.00		\$56,098.30	15.77%
<b>Totals:</b>	<b>\$191,616.05</b>	<b>\$129,221.47</b>	<b>\$0.00</b>	<b>\$320,837.52</b>	<b>90.16%</b>

### Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	\$34,512.95	2			\$34,512.95	2
Very Low	\$132,004.80	6			\$132,004.80	6
Low					\$0.00	0
Moderate	\$25,098.30	1			\$25,098.30	1
<b>Totals:</b>	<b>\$191,616.05</b>	<b>9</b>	<b>\$0.00</b>	<b>0</b>	<b>\$191,616.05</b>	<b>9</b>

Form 3

### Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Rehabilitation	Taylor County	2	6		1	9
Totals:		2	6		1	9

### Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Rehabilitation	Taylor County	0	1	4	4	9
Totals:		0	1	4	4	9

### Family Size

Description	List Unincorporated and Each Municipality	1 Person	2-4 People	5 + People	Total
Rehabilitation	Taylor County	8	1		9
Totals:		8	1		9

### Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Rehabilitation	Taylor County	7	2					9
Totals:		7	2					9

### Special Needs (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Homeless	Elderly	Special Needs	Special Needs	Total
Rehabilitation	Taylor County				4			4
Totals:					4			4

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
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Form 4

## Expended Funds

\$191,616.00

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unit Counted
Rehabilitation	John Hart	619 W. Wilcox St.	Perry, FL	32347	\$14,056.00	<input type="checkbox"/>
Rehabilitation	Freddie Lee Johnson	1502 S. Parker St.	Perry, FL	32348	\$16,999.50	<input type="checkbox"/>
Rehabilitation	Machelle Russell	2949 Mixon Rd.	Perry, FL	32348	\$17,513.45	<input type="checkbox"/>
Rehabilitation	Norma Tomlinson	108 Magnolia Rd.	Perry, FL	32348	\$25,000.00	<input type="checkbox"/>
Rehabilitation	Charles Davis	1004 N. Quincy St.	Perry, FL	32347	\$24,325.00	<input type="checkbox"/>
Rehabilitation	Charles Gray	705 12th St.	Perry, FL	32348	\$25,000.00	<input type="checkbox"/>
Rehabilitation	Sandra Tyner	324 E. Park St.	Perry, FL	32348	\$20,575.00	<input type="checkbox"/>
Rehabilitation	Vera Edwards	2847 Pisgah Road	Perry, FL	32348	\$25,098.30	<input type="checkbox"/>
Rehabilitation	Mary Ondash	3435 Ross Road	Perry, FL	32348	\$23,048.80	<input type="checkbox"/>

Taylor County 2011 Interim-1

# Title: SHIP Annual Report

Report Status: Submitted

Taylor County FY 2010/2011

## Form 1

### SHIP Distribution Summary

#### Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
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Homeownership Totals:

#### Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
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Rental Totals:

Subtotals:

### Additional Use of Funds

Use	Expended	Encumbered	Unencumbered
Administrative	\$0.00		
Homeownership Counseling	\$0.00		
Admin From Program Income	\$0.00		
Admin From Disaster Funds	\$0.00		

Totals:

\$0.00

\$0.00

\$0.00

### Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	
Program Income (Interest)	\$1.00
Program Income (Payments)	
Recaptured Funds	
Disaster Funds	
Other Funds	
Carryover funds from previous year	\$5,834.52
<b>Total:</b>	<b>\$5,835.52</b>

\* Carry Forward to Next Year: \$5,835.52

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

## Form 2

### Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
-------------	------	-------	-------	-------	-------

### Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended		
Public Moneys Expended		NaN
Private Funds Expended		NaN
Owner Contribution		NaN
Total Value of All Units	\$ .00	NaN

### SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership		\$ .00	NaN	65%
Construction / Rehabilitation		\$ .00	NaN	75%

### Program Compliance - Income Set-Asides

Income Category	SHIP Funds Expended	SHIP Funds Encumbered	SHIP Funds Unencumbered	Total of SHIP Funds	Total Available Funds % *
Extremely Low				\$ .00	.00%
Very Low				\$ .00	.00%
Low				\$ .00	.00%
Moderate				\$ .00	.00%
<b>Totals:</b>	\$ .00	\$ .00	\$ .00	\$ .00	.00%

### Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low					\$ .00	0
Very Low					\$ .00	0
Low					\$ .00	0
Moderate					\$ .00	0
<b>Totals:</b>	\$ .00	0	\$ .00	0	\$ .00	0

### Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Total
Totals:						0

### Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Totals:						0

### Family Size

Description	List Unincorporated and Each Municipality	1 Person	2-4 People	5+ People	Total
Totals:					0

### Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hispanic	Asian	Amer-Indian	Other	Total
Totals:								0

### Special Needs (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Devel. Disabled	Homeless	Elderly	Special Needs	Special Needs	Total
Totals:								0

### Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
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## Form 4

### Status of Incentive Strategies

Incentive Strategy:

n/a

Adopting Ordinance or Resolution Number or identify local policy:

n/a

Implementation Schedule (Date):

n/a

Has the plan or strategy been implemented? If no, describe the steps that will be taken to implement the plan:

n/a

Status of Strategy - (is the strategy functioning as intended, i.e. are the time frames being met, etc.):

n/a

### Support Services

n/a

### Other Accomplishments

n/a

### Availability for Public Inspection and Comments

Annual Report available at the SHIP office.

### Default and Foreclosure

#### Mortgage Foreclosures

- A. Very low income households in foreclosure: 0
- B. Low income households in foreclosure: 0
- C. Moderate households in foreclosure: 0

#### Mortgage Defaults

- A. Very low income households in default: 0
- B. Low income households in default: 0
- C. Moderate households in default: 0

### Welfare to Work Programs

n/a

### Strategies and Production Costs

Strategy	Average Cost
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### Expended Funds

Total Unit Count: 0 Total Expended Amount:

Strategy	Full Name	Address	City	Zip Code	Expended Funds	Unit Counted
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### Administrative Expenditures

n/a

### Sub Recipients and Consultants

Name	Business Type	Strategy Covered	Responsibility
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### Program Income

Program Income Funds

Loan Repayment:



Refinance:	
Foreclosure:	
Sale of Property:	
Interest Earned:	\$1.00
Other ():	

**Total: \$1.00**

### Explanation of Recaptured funds

[illegible]

<b>Total:</b>	<b>\$ .00</b>
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## Taylor County 2010 Closeout

21

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Board to consider ratification of County Administrator's signature on an extension request letter, requesting a 90-day extension for the adoption of Comprehensive Plan Amendment CPA 12-01.

**MEETING DATE REQUESTED:**

September 17, 2013

**Statement of Issue:** Comprehensive Plan Amendment CPA 12-01 was required to be adopted within 180 days of transmittal and needs an extension due to the inability to meet the 180 day limit.

**Recommendation:** Ratify signature

**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 County was awarded grant funds from the Department of Economic Opportunity to review the Taylor County Comprehensive Plan and prepare amendments based on that review. The amendments resulting from that review were titled CPA 12-01. Subsequent to the transmittal of Comprehensive Plan Amendment CPA 12-01 the reviewing agencies were allowed 30-days to provide comments concerning the amendment to the County. The Florida Statutes state that the County must adopt the amendment within 180-days of receiving the comments, or the amendment is considered withdrawn. The County received comments from the Florida Department of Transportation that required additional transportation data & analysis. The amount of time necessary for the additional data & analysis has resulted in the exhausting of the 180-day adoption limitation. In response to this issue staff prepared an extension request letter to DEO requesting a 90-day extension to complete the adoption. The letter was signed by the County Administrator and needs ratification of his signature by the Board.

Staff respectfully requests the Board vote to ratify the signature of the County Administrator on the extension request letter.

**Options:** 1. Approve signature.

**Attachments:** 1. Copy of the extension request letter.



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

JACK R. BROWN, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 7 Phone  
(850) 838-3501 Fax

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

September 9, 2013

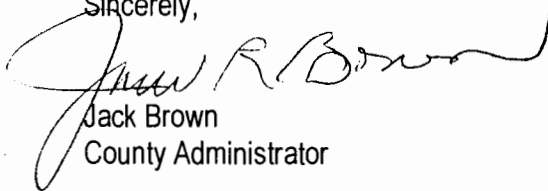
Florida Department of Economic Opportunity  
Attn: Ray Eubanks, Plan Processing Administrator  
State Land Planning Agency  
Caldwell Building  
107 East Madison Street, MSC 160  
Tallahassee, Florida 32399

RE: Request for continuance of Taylor County ESR 13-1/CPA 12-01 (BOCC-Txt)

We are requesting, per Section 163.3184(3)(c)1, F.S., a 90 day extension from September 27, 2013, to December 27, 2013, for the aforementioned plan amendment to be adopted by the local jurisdiction. The reason for the request is the amendment required additional transportation data & analysis to respond to commenting agencies.

We are confident this extension period will be ample time to bring this amendment to closure and subsequent delivery to DEO for final compliance review and acceptance. Thank you and we look forward to hearing from you soon regarding this request.

Sincerely,



Jack Brown  
County Administrator

Cc: Florida Department of Transportation  
Florida Department of Environmental Protection

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## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING THE CLOSEOUT FORM FOR THE FISCAL YEAR 2010 STATE HOMELAND SECURITY GRANT, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR

**MEETING DATE REQUESTED:**

SEPTEMBER 17, 2013

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

**Recommended Action:** APPROVE

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** DUSTIN HINKEL, EM DIRECTOR

**Contact:** 838-3500x7

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** THE EM DEPARTMENT USED THIS GRANT TO HOST A TRAINING EXERCISE AND FOR PLAN UPDATES. THE BOARD HAS BEEN REIMBURSED FOR 100% OF THE EXPENDITURES FROM THIS GRANT.

**Options:** APPROVE/NOT APPROVE

**Attachments:** CLOSEOUT FORM

# DIVISION OF EMERGENCY MANAGEMENT

2555 SHUMARD OAK BOULEVARD  
TALLAHASSEE, FLORIDA 32399-2100

## CLOSE-OUT REPORT

### FORM 5

This form should be completed and submitted to the Division no later than sixty (60) days after the termination date of the Agreement

**Taylor County BOCC**

GRANTEE

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

AGREEMENT #

201 E. Green Street

ADDRESS

\$49,798

AGREEMENT AMOUNT

Perry, FL 32347

CITY AND STATE

10/1/10 - 4/30/13

AGREEMENT PERIOD

(1) COST CATEGORIES	(2) TOTAL EXPENDITURES
1. Planning Costs	\$34,798.00
2. Organizational Activities	
3. Training Costs	
4. Exercise Costs	\$15,000.00
5. Equipment Acquisition Costs	
6. Management and Administration Costs	
TOTAL EXPENDITURES	\$49,798.00

(3) DATE	(4) AMOUNT
8/19/13	\$49,798.00
TOTAL	\$49,798.00

Total funds received from the Division of Emergency Management under this Agreement (Column 4, Line 7)

\$49,798.00

Less total grant award expenditures (Column 2, Line 7)

\$49,798.00

Equals balance of Agreement owed to DEM

\$0.00

Refund due to State?

Yes ☐ No ☒

If Yes, refund check enclosed?

Yes ☐ No ☒

If No, enter date refund will be submitted

Refund and/or final interest check are due no later than ninety (90) days after the expiration date of the Agreement.

Make check payable to : Cashier,  
Department of Community Affairs

Agreement Amount

\$49,798.00

Less total funds received under this Agreement (Column 4, Line 7)

\$49,798.00

Balance of Agreement

\$0.00

I hereby certify that the above costs are true and valid costs incurred in accordance with the project Agreement, and that the matching funds, in-kind or cash, were utilized toward the project in this Agreement.

Signed:

Date:

9/15/2013

Mail to: Division of Emergency Management, 2555 Shumard Oaks Boulevard, Tallahassee, FL 32399-2100

**STATE OF FLORIDA**  
**DEPARTMENT OF FINANCIAL SERVICES**  
**REMITTANCE ADVICE**

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
31-202261037-31700100-00-10120400	310000	07	D4000069809	7300	08/14/13	0126536
					PAYMENT AMOUNT	
					\$ 49,798.00	

TAYLOR COUNTY  
TAYLOR COUNTY BD OF COMM  
201 E GREEN ST  
PERRY FL 32347

AGENCY DOCUMENT NO  
V000449

**PLEASE DIRECT QUESTIONS TO: (850) 922-1646, DIVISION OF EMERGENCY MANAGEMENT**

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

INVOICE NUMBER	AMOUNT
1	\$ 49,798.00

**IN LATE AUGUST 2013, THE WARRANT COLOR WILL TRANSITION FROM RED TO BLUE.**

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

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



# PAY

FORTY-NINE-THOUSAND-SEVEN

**AMOUNT**

TO THE  
ORDER OF

[illegible]

20T E GREEN ALABAMA STATE OF FLORIDA STATE OF FLORIDA STATE OF FLORIDA STATE OF FLORIDA STATE OF FLORIDA 5/1/11

STATE OF FLORIDA STATE OF FLORIDA STATE OF FLORIDA STATE OF FLORIDA STATE OF FLORIDA N.J. FLORIDA  
STATE OF FLORIDA STATE OF FLORIDA STATE OF FLORIDA STATE OF FLORIDA STATE OF FLORIDA STATE OF FLORIDA

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STATE OF FLORIDA STATE OF FLORIDA STATE OF FLORIDA STATE OF FLORIDA STATE OF FLORIDA STATE OF FLORIDA

FINANCIAL OFFICER

№4401265360 № 10612097561:2079900545225 №

Check Here for Initial Payment ☒Payment Number: 1

# DIVISION OF EMERGENCY MANAGEMENT

## REQUEST FOR PAYMENT

*Fy 10 SHSGP*  
*Issue 10*

**PLEASE TYPE**

Originating  
Division:

Division of Emergency Management

Make Warrant Payable to: Taylor County

(Same as Contract Name)

Mailing Address:

P O Box 620 Perry, FL 32345

Contract Number:

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

Amount of Warrant:

\$49,798.00

(Same as Backup Documentation)

TR 70 ENC # G63098 LINE # 0001  
 \*\*ORG LEVEL 31800 00 000 \*\*EO 9Z OBJ CODE 7300

**FOR CONSULTANT CONTRACTS ONLY:**

Date Invoice Received: \_\_\_\_\_

FINAL PAYMENT INDICATOR: F  
 (Leave Blank if Partial; Insert "F" if Final Payment)

Date Goods/Services  
Received: \_\_\_\_\_

CF \_\_\_\_\_ DESCRIPTION \_\_\_\_\_

Date Goods/Services  
Received: \_\_\_\_\_

AMOUNT \$ \$49,798.00

Invoice # \_\_\_\_\_

\*\*VENDOR NO. F 59-6000879-031

VOUCHER NO. \_\_\_\_\_ LINE NO. \_\_\_\_\_

TRANS DATE 000000

BEN OBJ \_\_\_\_\_ BEN CAT \_\_\_\_\_

\*\*GRANT NO. 1440F CONTRACT NO. \_\_\_\_\_

BATCH NUMBER \_\_\_\_\_

\*\*FID NO. 2-261037-101204 BY W.E. DATE: 8/8/13  
 (Fund No. and  
Category)

DATE: 7/19/13

APPROVED: [Signature]  
7/18/13

Instructions:

- (1) Retain copy of this form for your files.
- (2) Submit 4 sets of this form and backup documentation to Division Finance (Original and 3 copies)
- (3) Submit the approved routing sheet and required attachments as per DEM instructions.
- (4) Items marked with \*\* are to be provided by the Program Office.

DEM Form (10/2011)

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

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

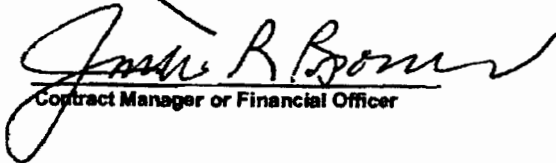
**COSTS INCURRED DURING THE PERIOD OF:** 04/01/13 through 04/30/13

THIS MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM

1. Planning Expenditures	\$	34,798.00
2. Training Expenditures	\$	-
3. Exercise Expenditures	\$	15,000.00
Management and Administration Expenditures		
4. (limited to 3% of the total award)	\$	-
<b>TOTAL EXPENDITURES</b>		<b>\$ 49,798.00</b>

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**

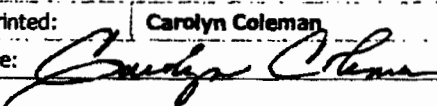
<b>AGREEMENT AMOUNT</b>	\$49,798.00
<b>PREVIOUS PAYMENT(S)</b>	\$ 0.00
<b>THIS PAYMENT</b>	\$49,798.00
<b>REMAINING BALANCE</b>	\$ 0.00

<b>TOTAL AMOUNT TO BE PAID ON THIS INVOICE</b>  <b>\$49,798.00</b>
--

DATE SUBMITTED TO FDEM \_\_\_\_\_



## SUMMARY OF CONTRACTUAL SERVICES AGREEMENT/PURCHASE ORDER

<b>OLO/Department:</b> Emergency Management		<b>Agency Contact:</b> Carolyn Coleman	
<b>FLAIR Contract #:</b> G63098		<b>Telephone #:</b> 850-413-9939	
<b>Agency Contract #:</b> 11-DS-9Z-03-72-01-334			
<b>PO #:</b> N/A			
<b>Contractor/Vendor/Payee:</b> Taylor County			
<b>Original Contract Amount:</b>	\$49,798.00	<b>Total Contract Amount:</b>	\$49,798.00
		<b>Contract Type:</b>	GD
<b>Contract Start Date:</b> 10/1/2010		<b>Contract End Date:</b> 4/30/2013	
<b>Contract Last Signed Date:</b> 02/28/2011			
		<b>Advance Funded</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<b>METHOD OF PROCUREMENT:</b> Non - Competitive			
<b>AGENCY REFERENCE #:</b>		97.067	
<b>Invoice Number:</b> 1		<b>Invoice Period:</b> 4/01/2013 - 4/30/2013	
<b>Total Amount of Previous Payments:</b>		\$0.00	
<b>CONTRACT MANAGER CERTIFICATION:</b>			
I certify, by evidence of my signature below, the information on this form is true and correct; the goods and services have been satisfactorily received and payment is now due. I understand that the office of the State Chief Financial Officer reserves the right to require additional documentation and/or to conduct periodic post-audits of any agreements.			
<b>Contract Manager Name printed:</b>		Carolyn Coleman	
<b>Contract Manager Signature:</b>			
		<b>Date:</b> 2/18/13	

### Amendments/Renewals/Extensions

<b>CHANGE TYPE:</b>		<b>CHANGE DESCRIPTION:</b>	
<b>Contract Last Signed Date:</b>		<b>Agency Amendment Reference:</b>	
<b>Amendment Amount:</b>		<b>New Ending Date:</b>	
<b>CHANGE TYPE:</b>		<b>CHANGE DESCRIPTION:</b>	
<b>Contract Last Signed Date:</b>		<b>Agency Amendment Reference:</b>	
<b>Amendment Amount:</b>		<b>New Ending Date:</b>	
<b>CHANGE TYPE:</b>		<b>CHANGE DESCRIPTION:</b>	
<b>Contract Last Signed Date:</b>		<b>Agency Amendment Reference:</b>	
<b>Amendment Amount:</b>		<b>New Ending Date:</b>	

<b>OLO/Department:</b>	<b>Emergency Management</b>
<b>FLAIR Contract #:</b>	<b>G63098</b>
<b>Agency Contract #:</b>	<b>11-DS-9Z-03-72-01-334</b>
<b>PO #:</b>	<b>N/A</b>

### **Deliverables**

<b>Deliverables as stated in the Contract</b>	<b>Minimum Performance Levels</b>	<b>Payment Amount</b>	<b>Type of Services</b>	<b>Method of Payment</b>
---	---	---------------------------	-------------------------	------------------------------

<p>Funding is provided to perform eligible activities as identified in the Fiscal Year 2010 Homeland Security Grant Program, consistent with the Department of Homeland Security State Strategy. The intent of this agreement is to complete the following approved projects:</p>		0.00	<p>Planning and Exercise Expenditures — <i>Sub Grant Agreement</i></p>	<p>Cost Reimbursement</p>
<p><b>I. Issues and Project Description</b></p> <p><b>Issue 10 - Local Planning, and Exercises-</b> The project provides support to Florida's 67 counties through all hazard and all-discipline funding for a variety of plans, training and exercises. Each county was allowed to choose a gap that existed in their county from a list of specific plans, NIMS compliant training or exercises. These exercises were also chosen from a list of tabletop, functional or executive level. Cost estimates based on size of the county were gathered from the most recent available information.</p>	<p>Allowable costs are divided into the following categories: <b>Planning and Exercise.</b></p> <p>This reimbursement is for <b>Planning and Exercise Expenditures:</b></p> <p>DSI developed and facilitated a Table Top Exercise for Taylor County on 3/5/2013.</p>			
<p><b>II. Categories and Eligible Activities</b></p> <p>Eligible activities are outlined in the Scope of Work for each category below. FY2009 SHSGP allowable costs are divided into the following categories: <b>planning and exercise costs.</b></p> <p><b>A. Planning</b></p> <p><b>Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities.</b></p> <p><b>Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:</b></p> <p>Implementing the <i>National Preparedness Guidelines</i> Pre-event recovery planning Implementing the <i>National Infrastructure Protection Plan</i> and associated Sector Specific Plans Enhancing and implementing Statewide Communication Interoperability Plans (SCIP) and Tactical Interoperable Communications Plans (TICP) that align with the goals, objectives, and initiatives of the <i>National Emergency Communications Plan</i> (NECP) Costs associated with the adoption, implementation, and adherence to NIMS compliance requirements, including implementing the NIMS National Credentialing Framework Modifying existing incident management and EOPs to ensure proper alignment with the NRF coordinating structures, processes, and protocols Establishing or enhancing mutual aid agreements Developing communications and interoperability protocols and solutions Conducting local, regional, and tribal program implementation meetings</p>	<p>DSI developed and delivered all HSEEP compliant documentation to Taylor County prior to 4/30/13.</p> <p>On 3/5/13 - Taylor County held Tornado tabletop exercise.</p> <p>4/19/13 - Taylor County received deliverables and invoice for TTX.</p> <p>4/16/13- Taylor County received deliverables and invoice for COG Plan.</p> <p>4/30/13 - Taylor County received CEMP guides, deliverables and invoice.</p> <p>5/06/13 - Payment issued to DSI for TTX and COG Plan.</p> <p>5/21/13 - Payment issued to URS for CEMP guides.</p> <p>All supporting documentation is attached with this request.</p>			

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

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

(Select the quarter of submission along with year)

**QUARTERLY REPORTING DUE DATES**

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

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

**FINANCIAL HISTORY REPORT**

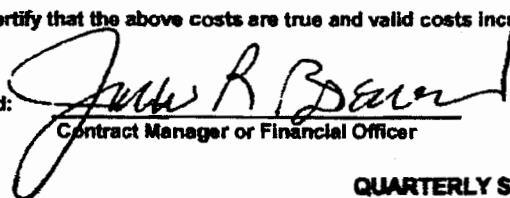
**THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED QUARTERLY**

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

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.

3/5/13 - TCEM held Tornado tabletop exercise  
4/9/13 - TCEM receives deliverables and invoice for TTX  
4/16/13 - TCEM receives deliverables and invoice for COG Plan  
4/30/13 - TCEM receives CEMP guides deliverables and invoice  
5/6/13 - Payment issued to DSI for TTX and COG Plan  
5/21/13 - Payment issued to URS for CEMP guides  
(Attach additional page(s) if needed.)

TO BE COMPLETED BY FDEM STAFF

DATE SUBMITTED TO FDEM \_\_\_\_\_

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

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

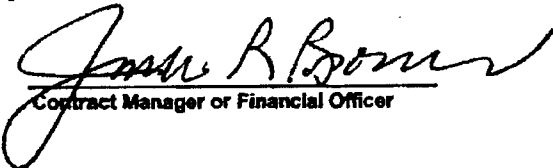
**COSTS INCURRED DURING THE PERIOD OF:**     04/01/13     through     04/30/13

**THIS MUST BE ACCOMPANIED BY THE DETAIL OF CLAIMS FORM**

1. Planning Expenditures	\$	34,798.00
2. Training Expenditures	\$	-
3. Exercise Expenditures	\$	15,000.00
Management and Administration Expenditures		
4. (limited to 3% of the total award)	\$	-

<b>TOTAL EXPENDITURES</b>	\$	49,798.00
---------------------------	----	-----------

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

**TO BE COMPLETED BY DEM STAFF**

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

<b>TOTAL AMOUNT TO BE PAID ON THIS INVOICE</b>  <div style="border-top: 1px solid black; width: 50%; margin: 0 auto;">\$0.00</div>
--

**DATE SUBMITTED TO FDEM** \_\_\_\_\_

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

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

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

← **CATEGORY**  
Exercise

GRANTEE: Taylor County AGREEMENT # 11-DS-9Z-03-72-01-334

COST INCURRED DURING THE PERIOD OF: 4/1/13 - 4/30/13

VENDOR	DATE PAID	CHECK #	AMOUNT (Requested for reimbursement)
Disaster Strategies and Ideas Group, LLC	05/06/13	46668	\$15,000.00
TOTAL EXPENDITURES			\$15,000.00

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

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

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

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

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

**CATEGORY**

## Planning

**GRANTEE:** Taylor County

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

**COST INCURRED DURING THE PERIOD OF:** 4/1/13 - 4/30/13

VENDOR	DATE PAID	CHECK #	AMOUNT (Requested for reimbursement)
URS Corporation	05/21/13	46828	\$25,475.00
<b>TOTAL EXPENDITURES</b>			<b>\$25,475.00</b>

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



DIVISION OF EMERGENCY MANAGEMENT  
DETAIL OF CLAIMS  
FORM 4A

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

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

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

Developing scenario plans that incorporate the range of prevention, protection, response, and recovery activities for a scenario			\$0.00
Develop and implement homeland security support programs and adopting ongoing DHS national initiatives, including State Preparedness Report			\$0.00
Develop related terrorism prevention activities.			\$0.00
Develop and enhance plans and protocols			\$0.00
Develop or conduct assessments			\$0.00
Hiring of full or part-time staff or contractors/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties)	1	\$34,798.00	\$34,798.00
Conferences to facilitate planning activities			\$0.00
Materials required to conduct planning activities			\$0.00
Travel/per diem related to planning activities			\$0.00
Overtime and backfill costs - Payment of overtime expenses will be for work performed by award (SAA) or sub-award employees in excess of the established work week (usually 40 hours) related to the planning activities for the development and implementation of the programs under HSGP.			\$0.00
Other Project areas with prior approval from FEMA			\$0.00
<b>SUB TOTAL</b>			<b>\$34,798.00</b>
Overtime and backfill funding for emergency preparedness and response personnel attending FEMA-sponsored and approved training classes.			\$0.00
Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in FEMA training.			\$0.00
Training, Workshops and Conferences			\$0.00
Full or Part-Time Staff or Contractors/Consultants			\$0.00
Travel			\$0.00
Supplies			\$0.00
Tuition and higher education			\$0.00
Other Items			\$0.00
<b>SUB TOTAL</b>			<b>\$0.00</b>

DIVISION OF EMERGENCY MANAGEMENT  
DETAIL OF CLAIMS  
FORM 4A

Design, Develop, Conduct and Evaluate and Exercise			\$0.00
Exercise planning workshop			\$0.00
Full or part-time staff or contractors/consultants	1	\$15,000.00	\$15,000.00
Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises			\$0.00
Implementation of HSEEP			\$0.00
Travel			\$0.00
Supplies			\$0.00
Other Items			\$0.00
<b>SUB TOTAL</b>			<b>\$15,000.00</b>
Hiring of full- or part-time staff or contractors/consultants to assist with the management of the respective grant program, application requirements, compliance with reporting and data collection requirements			\$0.00
Development of operating plans for information collection and processing necessary to respond to FEMA data calls.			\$0.00
Overtime and backfill costs			\$0.00
Travel			\$0.00
Meeting related expenses			\$0.00
Authorized office equipment			\$0.00
Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program			\$0.00
Leasing or renting space for newly hired personnel during the period of performance of the grant program.			\$0.00
<b>SUB TOTAL</b>			<b>\$0.00</b>
			<b>\$49,798.00</b>

SUNGARD PENTAMATION, INC.  
 DATE: 05/22/2013  
 TIME: 13:33:25

TAYLOR COUNTY BOARD OF COMMISSIONERS  
 EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 1  
 AUDIT21

SELECTION CRITERIA: 1-1 expdgr.key\_orgn='0248'  
 ACCOUNTING PERIODS: 1/13 THRU 8/13

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 - 0248 - HOMELAND SECURITY GRANT

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
001-520-525-0248-0248 - HOMELAND SECURITY GRANT									
53401		CONTRACTUAL SERVICES			.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				49,798.00			POSTED FROM BUDGET SYSTEM	
01/04/13	17-4	20130451-01		5422 DISASTERS, STRATE			15,000.00	DEVELOPMENT AND FACILITAT	
01/09/13	17-4	20130475-01		6704 URS CORPORATION			25,475.00	DEVELOP AND DELIVERY OF R	
01/29/13	17-4	20130552-01		5422 DISASTERS, STRATE			9,323.00	COG MANUAL SERVICES	
05/06/13	21-8	20130451-01 46668		5422 DISASTERS, STRATE		15,000.00	-15,000.00	DEVELOPMENT AND FACILITAT	
05/06/13	21-8	20130552-01 46668		5422 DISASTERS, STRATE		9,323.00	-9,323.00	COG MANUAL SERVICES	
05/21/13	21-8	20130475-01 46828		6704 URS CORPORATION		25,475.00	-25,475.00	DEVELOP AND DELIVERY OF R	
TOTAL		CONTRACTUAL SERVICES			49,798.00	49,798.00	.00		.00
54000		TRAVEL & PER DIEM			.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				.00			POSTED FROM BUDGET SYSTEM	
TOTAL		TRAVEL & PER DIEM			.00	.00	.00		.00
TOTAL TOTL/DEPT - HOMELAND SECURITY GRANT					49,798.00	49,798.00	.00		.00
TOTAL FUND - GENERAL FUND					49,798.00	49,798.00	.00		.00
TOTAL REPORT					49,798.00	49,798.00	.00		.00

\* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

BOARD OF COUNTY COMMISSIONERS

VENDOR NO. 5422

CHECK NO. 46668

Account	Account	Purchase Order	Invoice Number	Amount	Description
0248	53401	20130451	1514	15,000.00	DEVELOPMENT AND FACIL
0226	53401	20130552	1520	4,177.00	COG MANUAL SERVICES
0248	53401	20130552	1520	9,323.00	COG MANUAL SERVICES

5422

DISASTERS,STRATEGIES&amp;IDEAS GROUP,LL

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

CHECK DATE

05/06/13

CHECK NO.

46668

CITIZENS STATE BANK  
PERRY, FL 32347

63-650/631

AMOUNT

\$\*\*\*28,500.00\*

VOID AFTER 180 DAYS  
GENERAL FUND

PAY THE SUM OF \*\*\*\*\*28500\* DOLLARS AND \*NO\* CENTS

TO THE  
ORDER  
OF  
DISASTERS,STRATEGIES&IDEAS GROUP,LL  
P.O. BOX 12333  
TALLAHASSEE FL 32317-2333

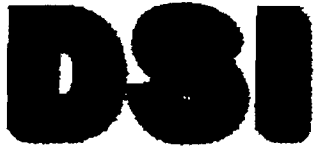
*0* \*\* NON-NEGOTIABLE \*\*  
CHAIR  
*0* \*\* NON-NEGOTIABLE \*\*  
CLERK

\*\* NON-NEGOTIABLE \*\*



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

DISASTERS,STRATEGIES&IDEAS GROUP,LL  
P.O. BOX 12333  
TALLAHASSEE FL 32317-2333

**INVOICE**

Post Office Box 12333, Tallahassee, FL 32317-2333

INVOICE #1514  
DATE: 04-09-2013**TO:**

Mr. Dustin Hinkel  
Assistant County Administrator/  
Emergency Management Director  
Taylor County Emergency Management  
591 East US Highway 27  
Perry, FL 32347

**FOR:**

Purchase Order Number 20130451

Taylor County Tornado Tabletop Exercise  
March 5, 2013

DESCRIPTION	AMOUNT
<p>Development and facilitation of an HSEEP compliant Tabletop Exercise and delivery of all necessary and required documentation.</p> <p>As part of the required deliverables, DSI conducted three planning conferences (IPC, MPC and FPC), and developed the Exercise Plan thereon. DSI also developed, prepared, and delivered all other documents and materials required to ensure that the Exercise was HSEEP compliant. These included, but were not limited to the following:</p> <ul style="list-style-type: none"><li>➤ Exercise Plan</li><li>➤ MSEL</li><li>➤ Situation Manual</li><li>➤ After Action Report</li><li>➤ Corrective Action Plan</li></ul> <p>Please make check payable to:</p> <p>Disasters, Strategies and Ideas Group, LLC P. O. Box 12333 Tallahassee, FL 32317-2333</p> <p><i>Services provided 3/5/13 OK to Pay Spur Squad</i></p> <p>APPROVED TAYLOR COUNTY HCC MAY 06 2013</p> <p><b>PAID</b></p>	<p><b>\$15,000.00</b></p> <p><b>TOTAL \$15,000.00</b></p>

Thank You

"Road Map to 21<sup>st</sup> Century Emergency Management"  
[www.dsideas.com](http://www.dsideas.com)



## **TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS Department of Emergency Management**

DUSTIN HINKEL, EM DIRECTOR  
591 East US Hwy 27  
Perry, Florida 32347  
(850) 838-3576 Phone  
(850) 838-3523 Fax

October 22, 2012

### **REQUEST FOR QUOTATIONS**

#### **DESCRIPTION**

The Taylor County Department of Emergency Management is seeking quotations from State Term Contractors for the development and facilitation of a HSEEP compliant Functional Exercise. The Exercise will involve a scenario that exercises the County's mission tasking and tracking system (Teamwork Project Management) and damage assessment and reporting system (Integrated Disaster Assessment Model). The selected contractor will coordinate with the Department of Emergency Management to develop an exercise that meets the goals and objectives identified by the Taylor County Training and Exercise Planning Committee. The selected contractor will facilitate the exercise and provide the Department with all HSEEP compliant materials no later than forty-five (45) days after the completion of the exercise and/or before April 1, 2013. The selected contractor will be compensated the agreed not-to-exceed estimate upon the receipt of all project deliverables.

#### **DELIVERABLES**

The selected contractor will be responsible for the development and delivery of all documents and materials to ensure facilitation of a functional exercise and compliance with Homeland Security Exercise and Evaluation Program (HSEEP) requirements. Along with (1) the Functional Exercise, the selected contractor will develop and deliver the following: (2) Exercise Plan, (3) Materials required for the facilitation of the exercise (Situation Manual, Master Scenario Events List, etc...), (4) After Action Report, and (5) Corrective Action Plan. The selected contractor will provide the Taylor County Department of Emergency Management with all deliverables no later than forty-five (45) days after the completion of the exercise and/or before April 1, 2013. The selected contractor will be compensated the agreed not-to-exceed estimate upon the receipt of all project deliverables.

#### **SUBMISSION OF QUOTATIONS**

Prospective contractors must submit written quotations to the Taylor County Department of Emergency Management via email ([em.director@taylorcountygov.com](mailto:em.director@taylorcountygov.com)), fax (850-838-3523), or mail at 591 East US Highway 27, Perry, FL 32347. The deadline for the submission of a quotation is by close of business Friday, November 9, 2012. Prospective contractors must submit: (1) A single not-to-exceed cost estimate for the facilitation of the exercise and development and delivery of all deliverables and (2) the name(s) of the person(s) who will work on this project and their qualifications to complete the work.

## **LOCAL VENDOR PREFERENCE**

Pursuant to Taylor County Ordinance 2003-12, local vendors will be given a preference of 5% of the total quotation for service. The maximum cost differential shall not exceed \$20,000.00. A local vendor is defined as a business which:

- a. Has had a fixed office or distribution point located in and having a street address within Taylor County for at least six months immediately prior to the issuance of the request for competitive bids or request for proposals by the county; and
- b. Holds any business license required by the county, and/or, if applicable, the City of Perry; and
- c. Employs at least one full-time employee, or two part-time employees whose primary residence is in Taylor County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Taylor County.

It is the responsibility of the vendor claiming to be a local business as defined above to include their information in their bid or proposal. The bid committee shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business".

## **QUESTIONS**

Any questions regarding the project should be directed to the Emergency Management Director, Dustin Hinkel, who can be reached at 850-838-3500 extension 7 or at [em.director@taylorcountygov.com](mailto:em.director@taylorcountygov.com).



*Disasters, Strategies & Ideas Group, LLC*

December 28, 2012

**VIA EMAIL**

Mr. Dustin Hinkel  
Taylor County Emergency Management Director  
591 East US Highway 27  
Perry, Florida 32347

RE: Response to RFQ for a Functional Exercise

Dear Mr. Hinkel:

Disasters, Strategies & Ideas Group, LLC (DSI), is pleased to submit this proposal in response to the Taylor County Department of Emergency Management's Request for Quotations to state term contractors for the development and coordination of a Functional Exercise. As a state term contractor, DSI stands ready to assist Florida's counties with emergency management consulting, especially when it involves one of our primary areas of expertise—the design and conduct of homeland security exercises. Indeed, we stand alone among state term contractors with our deep knowledge of emergency management systems and communications. With our response to this RFQ DSI is providing Taylor County with a total not-to-exceed cost for our development and conduct of the Functional Exercise.

We are headquartered in Tallahassee, Florida, with well over 100 emergency management professionals working in numerous planning, public assistance, debris management, hazard mitigation and quality assurance service areas. DSI was established in 2003 and is a certified woman-owned business entity. Our business strategy is to maintain a very low overhead cost to provide high quality services at a very competitive price to our customers. This is why we are one of the fastest growing emergency management consulting companies in the Southeastern United States.

We are attaching a brief narrative outlining our approach to fulfilling the Request for Quotations issued by the County. Should you require any additional information or for contract negotiation, please contact me at 850-528-5888 or via email at [linda@dsideas.com](mailto:linda@dsideas.com).

We look forward to the opportunity to serve Taylor County in this crucial undertaking.

Sincerely,

Linda Berry, President

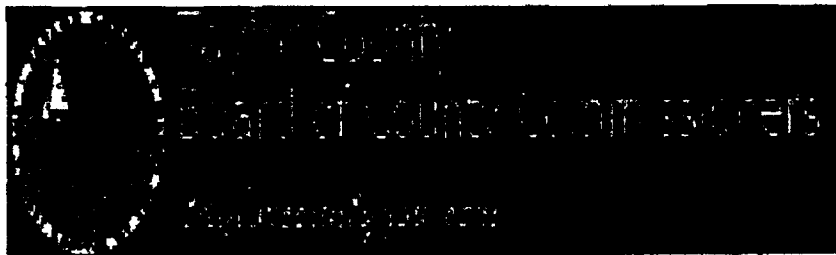


**TAYLOR COUNTY  
DEPARTMENT OF EMERGENCY MANAGEMENT**

***RESPONSE TO REQUEST FOR QUOTATIONS***

State Term Contract 973-001-06-1 Management Consulting Services

**HSEEP COMPLIANT  
FUNCTIONAL EXERCISE FOR  
TEAMWORK PROJECT MANAGEMENT AND  
THE INTEGRATED DISASTER ASSESSMENT MODEL**



DSI Group, LLC  
1953 Thomasville Road  
Tallahassee, Florida 32303  
850-385-4013

December 28, 2012

Disasters, Strategies & Ideas Group  
Taylor County HSEEP Functional Exercise  
December 28, 2012

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### HSEEP COMPLIANT FUNCTIONAL EXERCISE

<b>Part I:</b>	<b>Introduction .....</b>	<b>4</b>
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<b>Part IV:</b>	<b>Price Quotation .....</b>	<b>9</b>
<b>Part V:</b>	<b>Project Manager Resume' .....</b>	<b>10</b>
<b>Part VI:</b>	<b>Conclusion.....</b>	<b>15</b>

[REDACTED]

This proposal by Disasters, Strategies & Ideas Group, LLC ("DSI") is in response to a Request for Quotations ("RFQ") issued by the Taylor County Department of Emergency Management ("TCDEM") to State Term Contractors to support the agency by developing and facilitating a Homeland Security Exercise and Evaluation Program (HSEEP) compliant Functional Exercise. Specifically, the RFQ asks for a quote for a Functional Exercise that will have a scenario that exercises the County's mission tasking and tracking system, called Teamwork Project Management, and the County's damage assessment and reporting system called the Integrated Disaster Assessment Model. DSI's participation will include coordinating and developing all conferences and documents required for the Exercise to be HSEEP compliant, and DSI's price quote provided herein is inclusive of all costs and fees for facilitation of the Exercise.

A. Vision for Achieving Project Objectives

DSI possesses unparalleled experience among Florida's State Term Contractors for developing and coordinating functional exercises. Our founder and CEO, Joe Myers, was the Director of the North Carolina Division of Emergency Management and then FDEM for a combined period of over 20 years. He was the State Coordinating Officer for dozens of disasters during this time including many hurricanes. Under Myers leadership DSI will provide TCDEM not only with a team that ensures that the agency has a carefully planned and totally HSEEP compliant exercise, but, with our real-world lens, we can ensure that TCDEM will gain the value gleaned from our experience with dozens of real disasters and hundreds of exercises.

B. Company Information

DSI is a state-certified woman-owned business with a staff of over 100 professionals located throughout Florida, with its primary office located in Tallahassee. DSI provides comprehensive homeland security and emergency management consulting services for clients that include state governments, cities, counties, special districts, federal agencies, and private entities. DSI's primary physical and mailing address is 1953 Thomasville Road, Tallahassee, Florida 32303, and our primary contact for questions, information, or negotiation relating to this RFQ response is Linda Berry, President. DSI's main office phone number is 850-385-4013 and the office fax number is 850-385-1510. Ms. Berry's cell phone number is 850-528-5888, and her email address is [linda@dsideas.com](mailto:linda@dsideas.com). DSI's FEI/EIN number is F56-2369236.

### C. Company Experience

DSI has been engaged as a planner and evaluator for dozens of HSEEP compliant exercises for a variety of municipal, county, and state clients. We have extensive experience in creating ExPlans, MSELs, Evaluator Handbooks, EEGs, and AARs. Our team has participated in dozens of hurricane exercises, hundreds of HSEEP compliant exercises, and in well over a hundred declared disasters, most of them hurricanes. **Quite simply, there is no other State Term Contractor that has the depth and wealth of experience that DSI has when it comes to providing TCDEM with support in planning and evaluating its Functional Exercise for evaluating Teamwork Project Management and the Integrated Disaster Assessment Model.**

DSI offers an integrated approach to project solutions that builds value for clients and helps advance the best practices of the disciplines and industries they serve. Through its successful work history, DSI has earned a reputation as one of the Southeastern U.S.'s leading emergency management consulting firms, assisting state and local entities as they build capacity needed to examine, conceive, develop, implement, maintain and enhance plans and programs that reduce the population's vulnerability to natural and human-caused hazards.

Established in 2003 by former Florida Emergency Director Joseph Myers to provide a full array of innovative and relevant emergency management services, DSI's client base has rapidly grown over the past nine years and its products and offerings have also continued to expand. DSI has provided homeland security and emergency management services to many clients, with the majority located in the State of Florida and the Southeastern U.S. DSI's services include the development and/or update to a variety of emergency management plans (and annexes); state of the art training, exercises and drills for all response disciplines; Continuity of Operations and Continuity of Government plans—including an innovative technology solution; FEMA Public Assistance and Individual Assistance program support to state and local entities; compliance and performance evaluations; and quality assurance programs, including wind mitigation and other structural inspections.

DSI serves or has served as preparedness, response, recovery, and mitigation consultants for a variety of federal, state, and local stakeholders, including:

- Federal Emergency Management Agency
- State of Florida, including the Division of Emergency Management; Department of Health; Department of Economic Opportunity; Department of Financial Services; Executive Office of the Governor; Office of Attorney General; Department of Agriculture and Consumer Services; Florida Court System; and others
- Many Florida County and Municipal Agencies;
- Several local jurisdictions in North Carolina; and

- Several private organizations


The strength and outstanding reputation that DSI has earned is directly correlated to the core leadership "group" that comprises DSI. Our carefully selected senior consulting group has amassed a combined total of over 350 years of experience in professional and executive positions in emergency management, homeland security, health and medical, law enforcement, public works, transportation and quality assurance management.

DSI group members have proven expertise in the following areas:

- Homeland Security Exercise and Evaluation Program
- Training Development and Delivery
- Grants and Project Management
- Homeland Security and Emergency Management Training and Exercises
- Public Assistance & Mitigation
- Comprehensive Emergency Management Planning (local, state, and federal)
- Continuity of Operations Planning
- Development of Preparedness and Response Plans and Planning Frameworks
- Strategic Planning

#### **D. Company Project Manager**

DSI's Project Manager for this Functional Exercise will be Frank Koutnik. Mr. Koutnik has over 24 years of experience as a planner and manager with the Florida Division of Emergency Management. During that time he served in many positions of responsibility, including six years as the Administrator of the Office of Policy and Planning. For the last six+ years Mr. Koutnik has worked as a Senior Consultant with DSI, where he has participated in dozens of functional exercises. His experience as a planner is unparalleled in Florida, and his reputation in the emergency management community is distinguished. Mr. Koutnik's full resume is found beginning on page nine of this document.



DSI looks forward to working with TCDEM in developing a Functional Exercise that fully tests the County's Teamwork Project Management mission tasking system and its Integrated Disaster Assessment Model. As required by HSEEP, DSI will coordinate at least three planning conferences and develop the Exercise Plan. Once the conferences have been completed and the ExPlan has been approved by TDCEM, DSI will create injects and compile the Master Scenario Events List (MSEL) based on the exercise objectives. DSI will also prepare a fully HSEEP compliant Evaluator Handbook and Situation Manual for the Exercise.

After DSI completes the Functional Exercise, we will deliver an After Action Report and a Corrective Action Plan to TCDEM.




[REDACTED]

DSI will conduct at least three planning conferences and develop the Exercise Plan thereon. DSI will also develop, prepare, and deliver all other documents and materials required to ensure that the Functional Exercise is HSEEP compliant. These shall include, but not be limited to, the following:

- Exercise Plan
- MSEL
- Situation Manual
- After Action Report
- Corrective Action Plan


These deliverables shall be provided to TCDEM for its review and approval as completed, and in all cases, the final deliverables shall be provided to TCDEM no later than forty-five days after the completion of the Exercise or by March 31, 2013, whichever is earlier.



By submitting this quote, DSI agrees to all applicable provisions, terms and conditions associated with this Request for Quotations. We understand that this RFQ, this submitted quote, and the stated terms and conditions may become part of the resulting contract.

The total cost of DSI's performance of all tasks requested by this RFQ, including facilitation of the Functional Exercise and the coordination, development and delivery of all deliverables is \$15,000.





Following is the resume' of Mr. Frank Koutnik of DSI. Mr. Koutnik would serve as the overall project manager for this contract and will work with the County in all planning and development aspects. Mr. Koutnik will also be supported by other qualified professionals in the delivery of the project.

## **FRANK J. KOUTNIK**

### **Summary**

#### **FUNCTIONAL EXPERTISE:**

- ◆ Planning
- ◆ Project management
- ◆ Emergency management
- ◆ Risk assessment

#### **GENERAL EXPERIENCE:**

- ◆ 26 years in the Emergency Management arena

#### **EDUCATION:**

- ◆ Masters in Public Administration, Florida State University, 1983
- ◆ Bachelor of Science in Criminology, Florida State University, 1982
- ◆ Associate of Arts, General Education, Brevard Community College, 1973

#### **CERTIFICATIONS:**

- ◆ Brevard County Police Academy, 1980

Mr. Koutnik retired from the Florida Division of Emergency Management in January 2006, after serving the State for 24 Years. A few of the positions he held during his tenure included Bureau Chief, Bureau of Recovery and Mitigation for four and one-half years; Administrator, Office of Policy and Planning for six years, and Planning Manager for five years.

Mr. Koutnik has extensive experience in plan development and review pertaining to emergency management, which includes catastrophic plans, strategic planning, Public Assistance recovery, and Mitigation. He also develops and conducts training and exercises on these functions for local and state government agencies, and the private sector.

Mr. Koutnik served as the Florida Division of Emergency Management Representative on the South Florida Hurricane Evacuation Study Task Force for the Florida Keys, which established evacuation strategies in collaboration with the Florida Department of Transportation, Miami District.

Mr. Koutnik has first-hand experience in interfacing with federal, local and state agencies, as evidenced by the fact that he was co-located to the Orlando Joint Field Office (JFO) as the States Recovery Coordinator for the 2004 and 2005 Florida hurricane season. He was the Administrator for all Public Assistance and Hazard Mitigation grants.

#### **EXPERIENCE:**

**Disasters, Strategies & Ideas Group, Tallahassee, FL**  
02/2006–Present, Senior Manager & Consultant  
Responsible for the operations and management of emergency management projects, including planning; training & exercises; and grants management.

##### **Activities include:**

- Catastrophic Plan Review and Development
- Strategic Planning
- Emergency Management Training and Exercises
- Public Assistance Recovery Plan Development, Grant Appeals, and Training
- Public Assistance Closeouts
- Mitigation Plan/Strategy Development
- Site Specific Hazard Vulnerability Analyses
- Emergency Management Accreditation

**State of Florida, Division of Emergency Management, Tallahassee**  
06/2001–01/2006, Bureau Chief - Bureau of Recovery and Mitigation

Disasters, Strategies & Ideas Group  
Taylor County HSEEP Functional Exercise  
December 28, 2012

Responsible for the daily management of the Bureau of Recovery and Mitigation (BRM). This included the oversight of 38 Presidentially declared disasters, to include all grants management, benefit / cost analyses, NEPA reviews, payments, damage assessments, project inspections. This represented over 30,000 open project worksheets equating to over \$3.5 billion in grants to eligible applicants.

- Oversaw the management of the Hazard Mitigation Grant Program for the State of Florida, which covered 18 presidentially declared disasters, and over 1,250 projects.
- Responsible for the management of the Disaster Mitigation Act of 2000, to include implementation of the Human Services programs, as well the Public Assistance, and Mitigation Programs.
- Managed several special Congressional appropriations for unmet needs of disaster victims
- Oversaw the State Assistance Office of the National Flood Insurance Program, and the Community Rating System.
- Served as the Deputy State Coordinating Officer for Hurricanes Charley, Frances, Ivan and Jeanne in 2004, and Hurricanes Dennis, Katrina, Rita, and Wilma in 2005
- Served as the Division's representative on the South Florida Hurricane Evacuation Study Task Force for the Florida Keys, which established evacuation strategies, clearance times, behavioral analyses, and determinations of public shelters/refuges of last resort in collaboration with the Florida Department of Transportation, Miami District

**05/1995-06/2001, Administrator – Office of Policy and Planning**

Primarily responsible for the daily management of the Office of Policy and Planning (OPP) - This involved the development of internal and external policy issues, and interfacing with federal agencies, primarily the Federal Emergency Management Agency, on a host of issues impacting the Division of Emergency Management. Other duties included the preparation of Presidential Disaster Declaration requests, and supporting documentation.

- Served as the Deputy State Coordinating Officer for 28 presidentially declared disasters
- Developed the Long Range Policy Plan for the Division
- Emergency Management Assistance Grant applications for annual funding from the Federal Emergency Management Agency
- Coordinated "special projects" within the Division
- Oversaw the implementation of the Department's "Strike Teams," which involves providing specific technical assistance to local governments.

This Office was responsible for the implementation of the Mass Migration Emergency plan with the Department of Justice; and interfaced with the Florida Association of Broadcasters on the Emergency Alert System.

**03/1994-05/1995, Bureau Chief – Bureau of Response and Recovery**

Responsible for the daily activities of the Bureau, to include oversight of the State Assistance Office of the National Flood Insurance Program, Hazard Mitigation Section, Hurricane Planning

Section, Title III – Hazardous Materials Section, and the Administrative Support (Fiscal) Section for the Division.

Responsibilities included annual preparation of the Division's budget and supportive documentation and preparation of the Comprehensive Cooperative Agreement with the Federal Emergency Management Agency. Was also involved in the development of the eleven Hurricane Evacuation Studies, to include the SLOSH (Sea, Lake, and Overland Surge from Hurricanes) basin development, surge inundation atlas development, and evacuation plans.

Negotiated with FEMA, US Army Corps of Engineers, Coastal Zone Management, NASA, and Florida Power and Light Corporation for annual funds to support the hurricane evacuation planning efforts. This position was also responsible for securing the disaster declarations, and the management of the Disaster Field Office, once operational.

**04/1993-03/1994, Bureau Chief – Bureau of Planning**

Responsible for all emergency management preparedness, recovery, and mitigation functions in the Division. This included the review and approval of all local Comprehensive Emergency Management Plans (CEMP), Hazardous Materials Site Plans, and others. Bureau also prepared the State CEMP, the State Hazard Mitigation Plan, and the State of Florida Radiological Emergency Preparedness Plan for Nuclear Power Plants.

Prepared all Hurricane Evacuation Studies and plans complete with interface with FEMA and the US Corps of Engineers and the Atlantic Oceanic Meteorological Laboratory concerning the SLOSH modeling

Position also staffed the State Emergency Response Commission (SERC) pursuant to the SARA – Title III federal legislation.

**12/1991-04/1993, Bureau Chief – Bureau of Operations**

Responsible for the overall response functions of the Division. This period of time covered Florida's devastating impact with Hurricane Andrew – August 1992, and the Winter Storm of 1993.

This position was responsible for overseeing the daily activities of the State Warning Point, all communications, and the Training and Education Section. Prepared standard operating procedures for all operational components of the Division

**06/1990-12/1991, Community Program Administrator**

Administered the Natural Disaster Planning Section for the Division, which included the State Assistance Office of the National Flood Insurance Program, the Hazard Mitigation Section, Hurricane Evacuation Planning Unit, and the Comprehensive Emergency Management Planning Unit. Section also prepared all "special" plans, to include the Mass Migration Emergency Plan. Responsible for the development of all regional hurricane evacuation studies and accompanying storm surge inundation atlases

**06/1985-06/1990, Planning Manager**

Administered the Natural Planning Unit

- Duties included the oversight of the development of the state's Hurricane Evacuation Studies.

- Involved with planning and public education efforts

Unit also responsible for the review of all local Comprehensive Emergency Management Plans

#### **07/1982-06/1985, Planner**

Held a variety of positions as a Planner:


- Nuclear Civil Protection (NCP) Planner – this involved preparation of the State Nuclear Civil Protection Plan and the review of local NCP Plans
- Developed hurricane education documents including brochures and information for distribution to the general public.

#### **PROFESSIONAL AFFILIATIONS:**

- Member, Board of Directors, Governor's Hurricane Conference – 2001 to 2006
- President, Governor's Hurricane Conference, 1998
- Vice President, Governors Hurricane Conference, 1995 – 1998
- Chairman, Mitigation Committee, National Hurricane Conference, 1997 – 2006
- Member, National Hurricane Conference Planning Committee, 1997 - present
- Member, NFPA-1600 Technical Advisory Committee on Disaster/Emergency Management and Business Continuity Programs – 2000 to 2006
- Member, National Community Rating System Task Force, 1995 – 2006
- Member, FEMA's Capability Assessment for Readiness Task Force, 1996 – 2000
- Chairman, National Emergency Management Association's Emergency Management Accreditation Program, Standards Committee – 2001-2004
- Member, National Emergency Management Association's Preparedness, Training and Education Committee, 2000 – 2001
- Co-Chairman, Southern Governors Association Emergency Management Assistance Compact Committee (1994 – 1995)

#### **AWARDS:**

- 2006 Lifetime Achievement Award, Governor's Hurricane Conference
- 2006 Distinguished Service Award, National Hurricane Conference
- 2006 National Emergency Management Association Lifetime Achievement Award
- 2006 Al Keaton Distinguished Service Award, Florida Emergency Preparedness Association
- 1992 State of Florida Executive Department Distinguished Service Award
- 1986 Florida Department of Community Affairs, Distinguished Special Achievement Award



The selection of DSI as the State Term Contractor to assist TCDEM with the planning, evaluation, and documentation of a Functional Exercise for its Teamwork Project Management System and its Integrated Disaster Assessment Model is a no risk decision. Most importantly, DSI's experience in actual disaster events is unmatched by any other State Term Contractor. Also, we have extensive, recent experience in assisting a variety of governmental entities with planning, conducting, and evaluating their HSEEP compliant exercises. This breadth of experience, coupled with our willingness to ensure that Taylor County receives a cost effective solution, will hopefully make DSI the contractor of choice for this important preparedness exercise.



**Taylor County Emergency Management**  
Taylor County Tornado Tabletop Exercise  
March 5, 2013

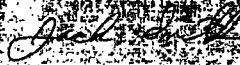
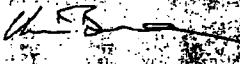

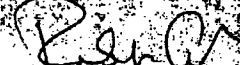

**PLEASE PRINT CLEARLY**

NAME	AGENCY	PHONE / EMAIL ADDRESS	SIGNATURE
Denise Imbler	Big Bend COAD	488-6211 x 101 deniseimbler@theape.com	
Davis, Kathy	DOT	850-838-5821 Kathie.Davis@dot.state.fl.us	
Brenda	Public Wks	850-838-3528 road.manager@taylorcountygov.com	
Sam Druef	DMH	850-584-0856 SDrawdy@doctorsmemorial.com	
Mary Chesg	DMH	milescher@doctorsmemorial.com	



**Taylor County Emergency Management**  
**Taylor County Tornado Tabletop Exercise**  
**March 5, 2013**

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NAME	AGENCY	PHONE / EMAIL ADDRESS	SIGNATURE
Jack Smith	Florida Forest Service	850-838-2292 Jack.Smith@FreshFromFlorida.com	
Chris Brannon	Fl. Forest Service	850 838 2299 christopher.brannon2@freshfromflorida.com	
Paula Anderson	FDOH	850-606-8169 paula-anderson@doh.state.fl.us	
Robyn Gedeon	Buckeye	850 584 1104 Robyn.Gedeon@bktch.com	
Drualla Sands	Buckeye	drualla_sands@bktch.com	





**Taylor County Emergency Management**  
Taylor County Tornado Tabletop Exercise  
March 5, 2013

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NAME	AGENCY	PHONE / EMAIL ADDRESS	SIGNATURE
Ben LaVelle	Perkins Appraiser	tcperkins@taylorcounty.pa.gov	<i>[Signature]</i>
Elton Carraway	Captain Fire fighter	Elton.Carraway@johson.com	<i>[Signature]</i>
ANDY McLEOD	TC PUBLIC WORKS	850-838-3528	<i>[Signature]</i>
Frank Evans	TC Public Works	850-672-1264	<i>[Signature]</i>
Sarah Warrick	TCSO/Dispatch	584-2429 warricks1@f1cyn.net	<i>[Signature]</i>



**Taylor County Emergency Management**  
Taylor County Tornado Tabletop Exercise  
March 5, 2013

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NAME	AGENCY	PHONE / EMAIL ADDRESS	SIGNATURE
Gene Franklin	Perry PD	843-3588 gene.frankl@perry.police.net	
Jamie Cruise	Perry PD	850-843-9945 jamie.cruise@perry.police.net	
Harper Gibson	TCSO	hgibson@tcsosfl.org	
CHRIS FOLSOM	TCSO	843-1680 / CFolsom@TCSOFL.org	
MARTY TOMPKINS	TCSO	mtomkins11@gmail.com	



**Taylor County Emergency Management**  
Taylor County Tornado Tabletop Exercise  
March 5, 2013

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NAME	AGENCY	PHONE / EMAIL ADDRESS	SIGNATURE
Katie Sherk	Red Cross	850-878-6080 Katie.sherk@redcross.org	
Savannah Sapienza	Red Cross Americorp	850-878-6080 savannah.sapienza@redcross.org	
SAL MARTOCCI	Red Cross	850-241-2460 SMARTOCCI@YAHOO.COM	
Brian Gibson	FDEM	850-519-8480 brian.gibson@em.myfloridacounty.com	
Brian BRADSHAW	FDEM	850- brian.BRADSHAW@em.myfloridacounty.com	



**Taylor County Emergency Management**  
**Taylor County Tornado Tabletop Exercise**  
**March 5, 2013**

**PLEASE PRINT CLEARLY**

NAME	AGENCY	PHONE / EMAIL ADDRESS	SIGNATURE
Charles T. Workman II	City of Perry Fire Dept.	firefighter3263@gmail.com	
Nicholas Weardon	Taylor County Fire Rescue	ffweardon@gmail.com	
Donald Kunish	Ceres Environmental	Donald.Kunish@ceresenv.com	
Dustin Hinkel	Taylor County	dustin.hinkel@taylorcounty gov.com	
ED WARD	FDOT	ED.WARD@DOT.STATE.FL.US	



**Taylor County Emergency Management**  
Taylor County Tornado Tabletop Exercise  
March 5, 2013

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NAME	AGENCY	PHONE / EMAIL ADDRESS	SIGNATURE
KEVIN PARKER	WITT O'BRIENS	KParker @wittobriens.com 941-735-6504	
CHUCK BRANNON	KLITT O'BRIENS	Cbrannon@klittobriens.com	
STEVE SPRADLEY	TC EM	850-838-3575 Stephen.Spradley@TaylorCounty.gov	
Keith Ruff	Tri-County Electric	850 973-8036 KRuff@tcec.com	
Daniel C. Wright	Perry Fire Dept.	850-584-3311	



**Taylor County Emergency Management**  
Taylor County Tornado Tabletop Exercise  
March 5, 2013

**PLEASE PRINT CLEARLY**

NAME	AGENCY	PHONE / EMAIL ADDRESS	SIGNATURE
Dan Anderson	Taylor County School District	672-0067 dan.anderson@taylor.k12.fl.us	
James Rachal	TC HD	584-5087 James_rachal@dph.state.fl.us	
Carrie Smith	Animal Control	Carrie.smith@taylorcounty.gov.com	
Gary Wambolt	Director: Environmental Service	850-672-1213 Solid Waste@taylorcounty.gov	
Janet T. Jones	FADT	850-838-5800 janet.jones@dot.state.fl.us	

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

PURCHASE ORDER NO. 20130451

PAGE NO. 1

Submit original invoice to the above address

VENDOR 5422 FAX: 850-385-1510  
DISASTERS, STRATEGIES & IDEAS GROUP, LL  
P.O. BOX 12333  
TALLAHASSEE FL 32317-2333

SHIP TO EMERGENCY MANAGEMENT  
591 EAST US HIGHWAY 27  
PERRY, FL. 32347  
ATTN: DUSTIN HINKEL  
purchasing@taylorcountygov.com

ORDER DATE: 01/04/13		BUYER: DUSTIN HINKEL		REQ. NO.: R0000408	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.:		DESC.: FUNCTIONAL EM EXERCISE	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00		DEVELOPMENT AND FACILITATION OF HBRP COMPLIANT FUNCTIONAL EXERCISE AND DELIVERY OF ALL NECESSARY AND REQUIRED DOCUMENTATION		15,000.00
<i>OK to Procure Spencer 4/16/13</i>					
ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	15,000.00
01	0248 53401	15,000.00		TOTAL \$	15,000.00

*Jack R. Brown*  
COUNTY ADMINISTRATOR

*John Taylor*  
DIRECTOR OF PURCHASING

APPROVED BY



Post Office Box 12333, Tallahassee, FL 32317-2333

# INVOICE

RECEIVED

INVOICE #1520  
DATE: 04-16-2013

**TO:**

Mr. Dustin Hinkel  
Assistant County Administrator/  
Emergency Management Director  
Taylor County Emergency Management  
591 East US Highway 27  
Perry, FL 32347

**FOR:**

Purchase Order Number 20130552

Taylor County Continuity of Government Plan

DESCRIPTION	AMOUNT
<p>DSI provided support to Taylor County Emergency Management in the development of a Taylor County Continuity of Government (COG) Plan.</p> <p>DSI, in conjunction with Bold Planning, Inc., conducted an initial workshop which consisted of a webinar conference call between DSI, Bold Planning, the Assistant County Administrator/EM Director and the EM Coordinator. The webinar provided an overview of the web-based platform, and the COOP/COG process.</p> <p>DSI Consultants met with the EM Coordinator and several local agencies to assist them in understanding the COOP/COG process and how the COOP Plans become the basis of the Continuity of Government Plan.</p> <p>Taylor County will have 2 years of free access to <a href="http://www.TaylorCountyCOG.com">www.TaylorCountyCOG.com</a>, which includes 24/7 free technical support. At the end of the two year period, an annual access fee will be charged in the amount of \$1,350 which is 10% of the base fee. Technical support will continue to be free of charge.</p> <p>Please make check payable to:</p> <p>Disasters, Strategies and Ideas Group, LLC P. O. Box 12333 Tallahassee, FL 32317-2333</p> <p><i>OK To Pay Services Received 4/16/13 Steve Graham</i></p> <p>APPROVED TAYLOR COUNTY MAY 06 2013</p>	<p><b>\$13,500.00</b></p>
<b>TOTAL</b>	<b>\$13,500.00</b>

Thank You!

"Road Map to 21<sup>st</sup> Century Emergency Management"  
[www.dsideas.com](http://www.dsideas.com)

**PAID**



## **Stephen Spradley**

---

**From:** Stephen Spradley  
**Sent:** Tuesday, January 22, 2013 11:42 AM  
**To:** 'joe@dsideas.com'; Linda Erdmann (linda@dsideas.com); 'Dwayne Mundy'; Denise.imbler@thearpc.com  
**Cc:** Dustin Hinkel  
**Subject:** Solicitation for COG Plan Services

Good Morning,

The Taylor County Department of Emergency Management is seeking quotations from State Term Contractors for the development of a Taylor County Continuity of Government (COG) Plan. The selected contractor will coordinate with the Department of Emergency Management and County Administrator's Office to develop the Continuity of Government (COG) Plan. The purpose of this program will be to provide Taylor County Emergency Coordinating Officers and all government staff with clear and concise guidelines for Orders of Succession, Delegations of Authority, and Procedures for Activation, Concept of Operations and Training and Exercising. The plan will provide a single reference for guiding decisions and actions to be made during response and recovery from a major or catastrophic disaster. We will need the final plan in both a hard copy and in a digital format for future updates.

Due to time constraints we need the project to be completed, approved and invoiced by April 2013. You may respond with your written quotation via email or fax, by January 25, 2013, to Dustin Hinkel, Emergency Management Director.

Thank you,

**Steve Spradley**  
**Emergency Management Coordinator**

[Click here to sign up for instant severe weather alerts and updates via email and text message!](#)

Emergency Operations Center  
591 East US Highway 27  
Perry, FL 32347  
850-838-3575 Phone  
850-838-3523 Fax  
850-672-1004 Cellular

[eoc.coordinator@taylorcountygov.com](mailto:eoc.coordinator@taylorcountygov.com)  
<http://www.taylorcountygov.com/em>

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

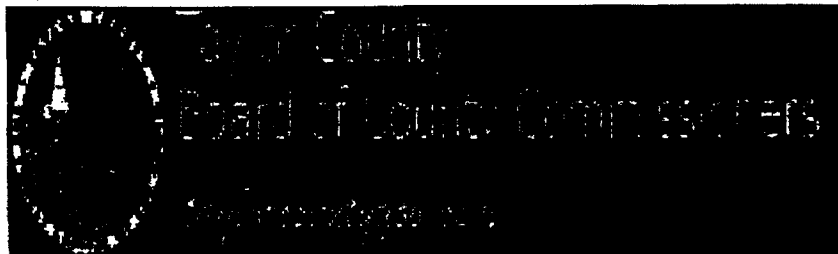
**PAID**

**TAYLOR COUNTY  
DEPARTMENT OF EMERGENCY MANAGEMENT**

***RESPONSE TO REQUEST FOR QUOTATIONS***

State Term Contract 973-001-06-1 Management Consulting Services

Development of a Taylor County Continuity of Government (COG) Plan.



DSI Group, LLC  
1953 Thomasville Road  
Tallahassee, Florida 32303  
850-385-4013

January 25, 2013

[REDACTED]

This proposal by Disasters, Strategies & Ideas Group, LLC ("DSI") is in response to a Request for Quotations ("RFQ") issued by the Taylor County Department of Emergency Management ("TCDEM") to State Term Contractors to support the agency development of a Taylor County Continuity of Government (COG) Plan. DSI's participation will include coordinating and developing all meetings and documents required.

**A. Vision for Achieving Project Objectives**

DSI possesses unparalleled experience among Florida's State Term Contractors for developing and coordinating planning activities. Our founder and CEO, Joe Myers, was the Director of the North Carolina Division of Emergency Management and then FDEM for a combined period of over 20 years. He was the State Coordinating Officer for dozens of disasters during this time including many hurricanes. Under Myers leadership DSI will provide TCDEM not only with a team that ensures that the agency has a carefully planned COG and can ensure that TCDEM will gain value.

**B. Company Information**

DSI is a state-certified woman-owned business with a staff of over 100 professionals located throughout Florida, with its primary office located in Tallahassee. DSI provides comprehensive homeland security and emergency management consulting services for clients that include state governments, cities, counties, special districts, federal agencies, and private entities. DSI's primary physical and mailing address is 1953 Thomasville Road, Tallahassee, Florida 32303, and our primary contact for questions, information, or negotiation relating to this RFQ response is Linda Berry, President. DSI's main office phone number is 850-385-4013 and the office fax number is 850-385-1510. Ms. Berry's cell phone number is 850-528-5888, and her email address is [linda@dsideas.com](mailto:linda@dsideas.com). DSI's FEI/EIN number is F56-2369236.

**C. Company Experience**

DSI has been engaged as a planner and produced COOP/COG for a variety of municipal, county, and state clients. We have extensive experience in creating COOP/COG. DSI offers an integrated approach to project solutions that builds value for clients and helps advance the best practices of the disciplines and industries they serve. Through its successful work history, DSI has earned a reputation as one of the Southeastern U.S.'s leading emergency management consulting firms, assisting state and local entities as they build

capacity needed to examine, conceive, develop, implement, maintain and enhance plans and programs that reduce the population's vulnerability to natural and human-caused hazards.

Established in 2003 by former Florida Emergency Director Joseph Myers to provide a full array of innovative and relevant emergency management services, DSI's client base has rapidly grown over the past ten years and its products and offerings have continued to expand. DSI has provided homeland security and emergency management services to many clients, with the majority located in the State of Florida and the Southeastern U.S. DSI's services include the development and/or update to a variety of emergency management plans (and annexes); state of the art training, exercises and drills for all response disciplines; Continuity of Operations and Continuity of Government plans—including an innovative technology solution; FEMA Public Assistance and Individual Assistance program support to state and local entities; compliance and performance evaluations; and quality assurance programs, including wind mitigation and other structural inspections.

DSI serves or has served as preparedness, response, recovery, and mitigation consultants for a variety of federal, state, and local stakeholders, including:

- Federal Emergency Management Agency
- State of Florida, including the Division of Emergency Management; Department of Health; Department of Economic Opportunity; Department of Financial Services; Executive Office of the Governor; Office of Attorney General; Department of Agriculture and Consumer Services; Florida Court System; and others
- Many Florida County and Municipal Agencies;
- Several local jurisdictions in North Carolina; and
- Several private organizations

The strength and outstanding reputation that DSI has earned is directly correlated to the core leadership "group" that comprises DSI. Our carefully selected senior consulting group has amassed a combined total of over 350 years of experience in professional and executive positions in emergency management, homeland security, health and medical, law enforcement, public works, transportation and quality assurance management.

DSI group members have proven expertise in the following areas:

- Homeland Security Exercise and Evaluation Program
- Training Development and Delivery
- Grants and Project Management
- Homeland Security and Emergency Management Training and Exercises
- Public Assistance & Mitigation
- Comprehensive Emergency Management Planning (local, state, and federal)
- Continuity of Operations Planning/Continuity of Government
- Development of Preparedness and Response Plans and Planning Frameworks
- Strategic Planning

DSI will conduct an initial workshop with all participating agencies with an overview of the COOP/COG process, work with the agencies to provide assistants and technical assistance; we will also provide a workshop mid-term to assess the process; all updated COOP plans become the basis of the Continuity of Government, which allows the leadership to roles all into one.

- Orders of Succession
  - Key Positions identified
  - Replacement
  - Conditions and Limitations
  - Notification methods
- Delegations of Authority
  - Pre-delegate Authority
  - Circumstances
  - Delineate Limits of Authority
  - Re-delegate
  - Termination
- Procedures for Activation
- Concept of Operations
  - Emergency Actions
  - Direction and Control and Alert and Notification Process
  - Communications
  - Essential Resources and Vital Records
  - Alternate Facilities
  - Cooperative Agreements
  - Reconstitution
- Plan Maintenance Outline
- Training and Exercising
  - Multi-year Training and Exercise Program
  - Long-term development and maintenance of Plan
  - Long-term exercise of Plan

[REDACTED]

By submitting this quote, DSI agrees to all applicable provisions, terms and conditions associated with this Request for Quotations. We understand that this RFQ, this submitted quote, and the stated terms and conditions may become part of the resulting contract.

The total cost of DSI's performance of all tasks requested by this RFQ, including facilitation of the Functional Exercise and the coordination, development and delivery of all deliverables is \$13,500.

# **CONTINUITY OF GOVERNMENT (COG)**

**TAYLOR COUNTY**

**DRAFT**

**FOR OFFICIAL USE ONLY**

**NOTICE: This document contains information pertaining to the deployment, mobilization, and tactical operations of the Taylor County in response to emergencies. It is exempt from public disclosure under Florida state law.**



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**PHASE II: ALTERNATE FACILITY AND CONTINUITY OF OPERATIONS**

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

PURCHASE ORDER NO. 20130552

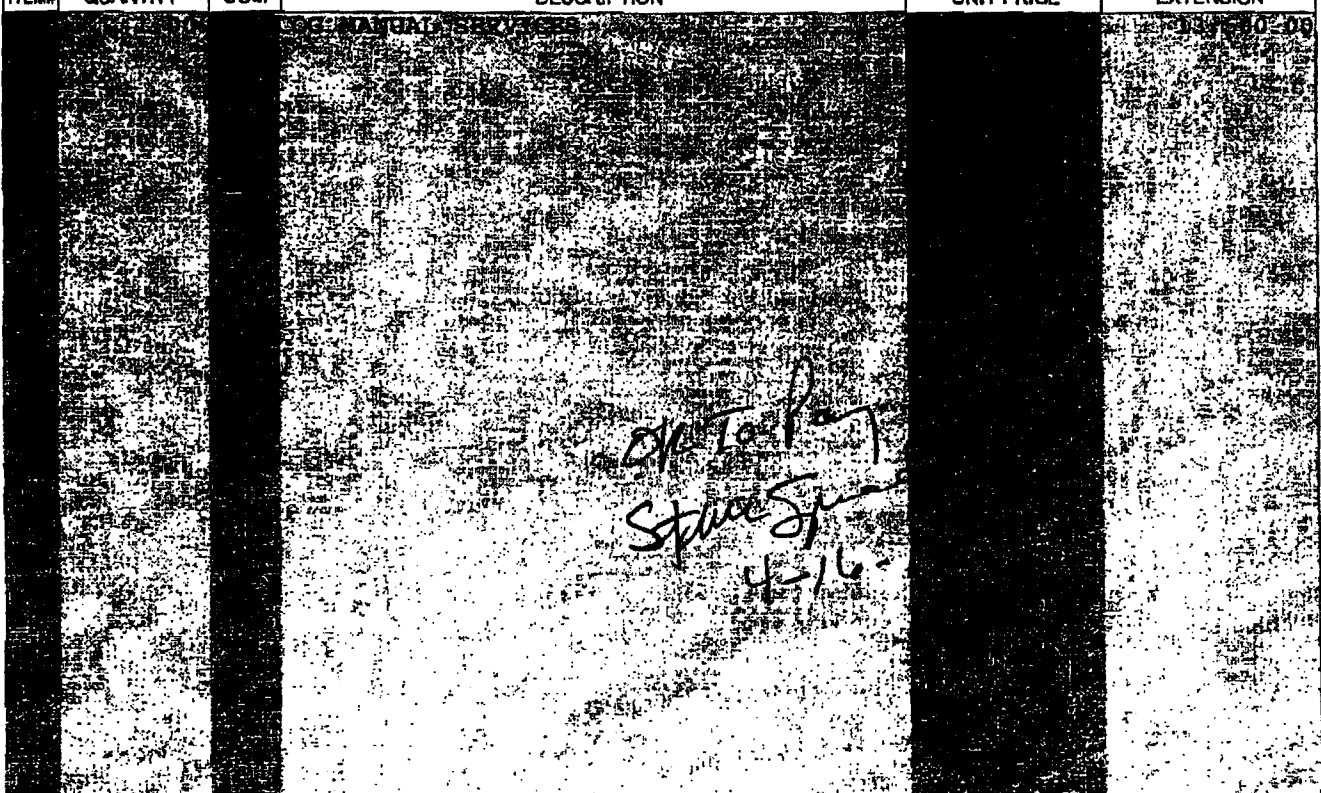
PAGE NO. 1

Submit original invoice to the above address

VENDOR 5422 FAX: 850-385-1510  
DISASTERS, STRATEGIES & IDEAS GROUP, LL  
P.O. BOX 12333  
TALLAHASSEE FL 32317-2333

SHIP  
EMERGENCY MANAGEMENT  
591 EAST US HIGHWAY 27  
PERRY, FL. 32347

ATTN: DUSTIN HINKEL  
purchasing@taylorcountygov.com

ORDER DATE: 01/29/13		BUYER: DUSTIN HINKEL		REQ. NO.: R0000489		REQ. DATE:	
TERMS: NET 30 DAYS		F.O.B.:		DESC.: COG CONTRACTUAL			
ITEM#	QUANTITY	UOM	DESCRIPTION		UNIT PRICE	EXTENSION	
							
ITEM#	ACCOUNT		AMOUNT	PROJECT CODE	PAGE TOTAL \$		13,500.00
01	0226	53401	4,177.00		TOTAL \$		13,500.00
01	0248	53401	9,323.00				

APPROVED BY

*Jack R. Brown*  
COUNTY ADMINISTRATOR  
*John Taylor*  
DIRECTOR OF PURCHASING

BOARD OF COUNTY COMMISSIONERS

VENDOR NO. 6704

CHECK NO. 46828

Account	Purchase Order	Invoice Number	Amount	Description
0248 53401	20130475		25,475.00	DEVELOP AND DELIVERY

6704

URS CORPORATION SOUTHERN

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

CHECK DATE

05/21/13

CHECK NO.

46828

CITIZENS STATE BANK  
PERRY, FL 32347

63-650/631

AMOUNT

\$\*\*\*25,475.00\*

VOID AFTER 180 DAYS  
GENERAL FUND

PAY THE SUM OF \*\*\*\*\*25475\* DOLLARS AND \*NO\* CENTS

TO THE ORDER OF URS CORPORATION SOUTHERN  
P.O. BOX 116183  
ATLANTA GA 30368-6183

*0-24* \*\* NON-NEGOTIABLE \*\*  
CHAIR  
*CLERK* ~~CLERK~~  
CLERK

\*\* NON-NEGOTIABLE \*\*



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

URS CORPORATION SOUTHERN  
P.O. BOX 116183  
ATLANTA GA 30368-6183



Remittance Page

Invoice Date 04/30/13  
Invoice 5501376  
Project 38702713  
Page 1

For: Taylor County CEMP Guides

Professional Services for Period Ending 04/30/13

Taylor County Emergency Management  
Attn: Dustin Hinkle  
Emergency Management  
591 East Highway 27  
Perry FL 32347

Total Due:  
Terms:

**\$25,475.00 USD**  
Net 30

- \* Make checks payable to: URS Corporation Southern
- \* Please indicate invoice number and/or project number on check
- \* Please include this stub with payment

**Regular Mail (USPS):** URS Corporation Southern  
P.O. Box 116183  
Atlanta GA 30368-6183  
US

**Overnight Courier:** URS Corporation Southern  
Lock Box No. 116183  
100 South Crest Drive  
Stockbridge, GA 30281  
Attention: Atlanta Lockbox  
(877) 786-3333

**Electronic Funds Transfer:**

Account: URS Corporation Southern  
Bank: Wells Fargo Bank  
Account No.: 4520-086471  
ABA Routing No.: 121-000-248  
Swift Code: WFBUS6S

Remittance Information can be sent to:

Email: RemitTo@URSCorp.com  
Fax: (512) 419-6937 Attn: Cash Applications

**PAID**

Please contact Wilnetha Y Thompkins at 813 675-6838 or via email at Wilnetha.Thompkins@urs.com if you have any questions regarding this invoice.





Invoice Date 04/30/13  
Invoice 5501376  
Project 38702713  
Page 2

Taylor County Emergency Management  
Attn: Dustin Hinkle  
Emergency Management  
591 East Highway 27  
Perry FL 32347

For: Taylor County CEMP Guides

Professional Services for Period Ending 04/30/13

PHASE	FEE	PERCENT COMPLETE	FEE EARNED	PREVIOUS BILLING	CURRENT BILLING
CEMP Guides	25,475.00	100.00%	25,475.00	0.00	25,475.00
<b>TOTALS</b>	25,475.00		25,475.00	0.00	25,475.00
<b>TOTAL THIS INVOICE</b>					<b>\$25,475.00 USD</b>

APPROVED  
TAYLOR COUNTY

MAY 1 2013



Please contact Wilnetha Y Thompson at 813 675-6838 or via email at Wilnetha.Thompson@urs.com  
if you have any questions regarding this invoice.

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

PAGE NO. 1

Submit original invoice to the above address

VENDOR 6704 FAX: 305-884-2665  
URS CORPORATION SOUTHERN  
7650 CORPORATE CENTER DR., SUITE 400  
MIAMI FL 33126-1220

SHIP TO EMERGENCY MANAGEMENT  
591 EAST US HIGHWAY 27  
PERRY, FL. 32347  
ATTN: DUSTIN HINKEL  
purchasing@taylorcountygov.com

ORDER DATE: 01/09/13		BUYER: DUSTIN HINKEL		REQ. NO.: R0000427	REQ. DATE:
TERMS: NET 30 DAYS		F.O.B.: NONE		DESC.: CEMP GUIDES	
ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00		DEVELOP AND DELIVERY OF RESPONSE GUIDES TO EACH DEPARTMENT/AGENCY LISTED IN THE TAYLOR COUNTY CEMP, ESF ANNEXES AND SOGS AND PRESENT DELIVERABLES OUTLINED IN THE APPROVED 1/7/13 INVITATION TO	25,475.00	25,475.00
<i>OK To Pay Service provided Stam Squad by 4/30/13</i>					
ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	25,475.00
01	0248 53401	25,475.00		TOTAL \$	25,475.00

*Jack R. Brown*  
COUNTY ADMINISTRATOR

*John Taylor*  
DIRECTOR OF PURCHASING

APPROVED BY



**TAYLOR COUNTY  
BOARD OF COUNTY COMMISSIONERS  
Department of Emergency Management**

**Steve Spradley, EM Coordinator**  
591 East US Hwy 27  
Perry, Florida 32347  
(850) 838-3575 Phone  
(850) 838-3523 Fax

January 2, 2013

To: Dustin Hinkel, EM Director

From: Steve Spradley, EM Coordinator

Re: CEMP Guide Services BID Review

After review of the three recent bids received from our Invitation to Bid on the Comprehensive Emergency Management Plan Guide Services, I find that all three companies that offered bids, DSI, URS and Atkins, appear to be qualified and would most likely fulfill our specifications.

It is my recommendation that we accept the bid from URS Corporation Southern, due to their low bid of \$25,475.00.

Respectfully,

Steve Spradley

**END**

MALCOLM PAGE  
District 1

MARK WIGGINS  
District 2

LONNIE HOUCK  
District 3

PAM FEAGLE  
District 4

PATRICIA "PAT" PATTERSON  
District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

JACK BROWN, County Administrator  
201 E. Green Street, Perry, F., 32347  
(850) 838-3500, extension 7 Phone  
(850) 838-3501 Fax

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

### PUBLIC NOTICE

### INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed BIDs for consulting services for the creation of individual departmental Comprehensive Emergency Management Plan Guides.

Qualified firms or individuals desiring to provide the required services must submit the BID packages in a sealed envelope or similar package marked "***Sealed BID for Comprehensive Emergency Management Plan Guide Services***" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, or P.O. Box 620, Perry, Florida 32348, to arrive no later than 4:00 P.M., local time, on Tuesday, December 18, 2012. All BIDs **MUST** have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.

BIDs will be opened and respondents announced at 6:15 P.M. local time, or as soon thereafter as practical, on Tuesday, December 18, 2012, in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.

BID information **MUST** be obtained from the Emergency Management Department located at the Taylor County Emergency Operations Center, 591 US HWY 27, Perry, Florida 32347.

The County reserves the right, in its sole and absolute discretion, to reject any or all BIDs, to cancel or withdraw this request for BIDs 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. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the proposed price(s), under the conditions set forth in Ordinance 2003-12. **No faxed BIDs will be accepted.**

**LUMP SUM, NOT TO EXCEED COST FOR PROJECT  
CONTRACTOR'S PRICE BID**

Date 12/14/2012

BID of URS Corporation Southern  
(Hereinafter called "Contractor"), authorized to do business under the laws of Florida proposes  
to the County of Taylor, Florida, (hereinafter called "County").

**The Contractor, in compliance with your invitation for BIDs for:**

**CONSULTING SERVICES FOR THE CREATION OF INDIVIDUAL DEPARTMENTAL  
COMPREHENSIVE EMERGENCY MANAGEMENT PLAN GUIDES**

Having examined the specifications with related documents and the sites of the proposed work, and being familiar with all of the conditions surrounding the work of the proposed project, including availability of equipment and labor, hereby proposes to perform in accordance with this Invitation for BID, and at the prices stated. These prices shall cover all expenses incurred in performing the work required under the Contract Documents, of which this BID is a part. Unbalanced BIDs will not be accepted and are cause for rejection of any BID.

Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" of the County and to fully complete the work in the Contractual period of time allotted.

**This price BID form must be completed, signed, and submitted. No substitute forms will be accepted. BIDs submitted without this completed price BID will be rejected.**

Contractor agrees to complete the project as described in accordance with the specifications and other information included in the contract documents for the following prices:

**TOTAL BID>>>>>>>>>>>>>>> 25,475.00**

**Contractor/Representative Signature**

**Company Name**

**Contractor Name****Contractor Address****Contractor Telephone Number**

URS Corporation Southern

Carlos Garcia

7650 Corporate Center Drive, 400 Miami, FL 33126

305-884-8900

**LUMP SUM, NOT TO EXCEED COST FOR PROJECT  
CONTRACTOR'S PRICE BID**

Company Name	Disasters, Strategies + Ideas
Contractor Name	Joseph F Myers
Contractor Address	1953 Thomasville Rd Tallahassee, 32303
Contractor Telephone Number	850 385 4013

**LUMP SUM, NOT TO EXCEED COST FOR PROJECT  
CONTRACTOR'S PRICE BID**

8

**DIVISION OF EMERGENCY MANAGEMENT  
PROJECT MILESTONES AND DELIVERABLES  
FORM 4C**

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED WITH EACH REQUEST FOR REIMBURSEMENT

If applicable, please select the procurement method(s) associated with this request.	Method of Procurement:	ITB	RFP	ITN	Single/Sole Source (Cost Analysis)	Emergency Certification	Other: Specify	N/A
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Categories	Funds Expended (This Request)
1. Planning Costs	
2. Training Costs	
3. Exercise Costs	\$15,000.00
4. Organization Costs	
5. Equipment Costs	
6. Management and Administration Costs (limited to 3% of the total award)	
<b>TOTALS</b>	<b>\$49,798.00</b>

**Deliverables should be:**

*Directly related to the scope	*Used to measure progress	*Specific, Quantifiable, Measureable & Verifiable	*Events that trigger payment	*A necessary part of your performance
--------------------------------	---------------------------	---	------------------------------	---------------------------------------

**NARRATIVE SUMMARY OF EXPENDITURES**

Deliverables Including Minimum Performance Standards

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

DSI developed and facilitated a Table Top Exercise for the Taylor County ERT on March 5, 2013.

DSI developed and delivered all HSEEP compliant documentation to Taylor County EM prior to April 30, 2013.

3/5/13 - TCEM held Tornado tabletop exercise

4/9/13 - TCEM receives deliverables and invoice for TTX

4/16/13 - TCEM receives deliverables and invoice for COG Plan

4/30/13 - TCEM receives CEMP guides deliverables and invoice

5/6/13 - Payment issued to DSI for TTX and COG Plan

5/21/13 - Payment issued to URS for CEMP guides

**AGENCY MANAGEMENT CERTIFICATION:**

I certify, by evidence of my signature below, the above information is true and correct; and accurately reflects the terms and conditions of the executed agreement on file. I understand that the FDEM reserves the right to require additional documentation and/or conduct periodic post-audits of any agreement.

*Dustin Hinkel*

Management Name Printed

*Dustin Hinkel*

Management Signature

7/11/13

Date:



**DIVISION OF EMERGENCY MANAGEMENT  
PROJECT MILESTONES AND DELIVERABLES  
FORM 4C**

THIS IS A REQUIRED DOCUMENT AND MUST BE SUBMITTED WITH EACH REQUEST FOR REIMBURSEMENT

If applicable, please select the procurement method(s) associated with this request.	Method of Procurement:	ITB	RFP	ITN	Single/Sole Source (Cost Analysis)	Emergency Certification	Other: Specify	N/A
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Categories	Funds Expended (This Request)
1. Planning Costs	
2. Training Costs	
3. Exercise Costs	\$15,000.00
4. Organization Costs	
5. Equipment Costs	
6. Management and Administration Costs (limited to 3% of the total award)	
<b>TOTALS</b>	<b>\$15,000.00</b>

**Deliverables should be:**

*Directly related to the scope	*Used to measure progress	*Specific, Quantifiable, Measureable & Verifiable	*Events that trigger payment	*A necessary part of your performance
--------------------------------	---------------------------	---	------------------------------	---------------------------------------

**NARRATIVE SUMMARY OF EXPENDITURES**

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**AGENCY MANAGEMENT CERTIFICATION:**

I certify, by evidence of my signature below, the above information is true and correct; and accurately reflects the terms and conditions of the executed agreement on file. I understand that the FDEM reserves the right to require additional documentation and/or conduct periodic post-audits of any agreement.

 <b>Management Name Printed</b>	 <b>Management Signature</b>	<b>7/11/13</b> <b>Date:</b>
---	--	--------------------------------

<b>TAYLOR COUNTY</b> <b>BOARD OF COUNTY COMMISSIONERS</b> P.O. BOX 620 PERRY, FL 32348 GENERAL FUND		CHECK DATE <b>05/21/13</b>	CHECK NO. <b>46828</b>
		CITIZENS STATE BANK PERRY, FL 32347	AMOUNT <b>\$***25,475.00*</b>
PAY THE SUM OF *****25475* DOLLARS AND *NO* CENTS			
TO THE ORDER OF	URS CORPORATION SOUTHERN P.O. BOX 116183 ATLANTA GA 30368-6183		
		CHAIR <i>Ann Marie Murphy</i> CLERK	
⑈46828⑈ ⑆053106501⑆ 0000007100014884⑆ ⑈0002547500⑈			

Print

Front

Back

Close

You must close this window before another check image will open.

Print Front Back Close

**You must close this window before another check image will open.**

<b>TAYLOR COUNTY</b> <b>BOARD OF COUNTY COMMISSIONERS</b> P.O. BOX 620 PERRY, FL 32348 GENERAL FUND		CHECK DATE 05/06/13	CHECK NO. 46668
CITIZENS STATE BANK PERRY, FL 32347		AMOUNT \$***28,500.00*	VOID AFTER 180 DAYS ORIGINAL VOID
PAY THE SUM OF *****28500* DOLLARS AND *NO* CENTS			
TO THE ORDER OF	DISASTERS, STRATEGIES & IDEAS GROUP, LL P.O. BOX 12333 TALLAHASSEE FL 32317-2333		0-7.k CHAIR Annie Mae Murphy CLERK

⑈46668⑈ ⑆063106501⑆ 0000007100014884⑈

You must close this window before another check image will open.

ITEM # 80746

Security Features: Results of detection tests

For Deposit only

061467480

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

889991889529389 >0631811111<

Print Front Back Close

You must close this window before another check image will open.

Attachment F



**Subcontractor Covered Transactions**

- (1) The prospective subcontractor of the Recipient, URS Corporation, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

**SUBCONTRACTOR:**

URS Corporation

By: 

Signature

\_\_\_\_\_  
Recipient's Name

Daniel J. Levy, V.P.

Name and Title

\_\_\_\_\_  
DCA Contract Number

7650 Corporate Center Drive  
Suite 400

Street Address

Miami, Florida 33126

City, State, Zip

July 12, 2013

Date

Attachment F



**Subcontractor Covered Transactions**

- (1) The prospective subcontractor of the Recipient, DSI Group, LLC, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

**SUBCONTRACTOR:**

Disasters, Strategies, & Ideas Group, LLC

By: Linda Berry

Signature

\_\_\_\_\_  
Recipient's Name

Linda Berry, President

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
DCA Contract Number

1953 Thomasville Road

\_\_\_\_\_  
Street Address

Tallahassee, FL 32303

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

24

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**

THE BOARD TO CONSIDER ACCEPTING THE TITLE TO A 2004  
CHEVY SILVERADO TRUCK DONATED TO THE PERRY-  
FOLEY AIRPORT BY H.B. TUTEN JR. LOGGING, INC



**MEETING DATE REQUESTED:**

SEPTEMBER 17, 2013

**Statement of Issue:** THE BOARD TO ACCEPT A DONATION

**Recommended Action:** APPROVE

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** DUSTIN HINKEL, EM DIRECTOR

**Contact:** 838-3500x7

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** H.B. TUTEN JR. LOGGING, INC. HAS DONATED A 2004 CHEVY SILVERADO TRUCK TO THE AIRPORT TO BE USED AS A SERVICE VEHICLE FOR THE MAINTENANCE OF THE AIRPORT FACILITY AND GROUNDS.

**Options:** APPROVE/NOT APPROVE

**Attachments:** CERTIFICATE OF TITLE  
DONATION LETTER



To: Taylor County Board of County Commissioners

From: HBT

Subject: Donation of Service Truck to Perry-Foley Airport

I have been made aware that the airport could use a service vehicle for use in airport maintenance and I would like to offer to the Perry-Foley Airport the donation of a service truck (with a clear title) that has become surplus to my operation.

The truck is a one ton chassis with a four door cab and a service body valued at \$2500.00

I am certain that this truck will be beneficial to Perry-Foley Airport and to the citizens of Taylor County.

Sincerely,

*Bonny Tuter*  
*H.B. Tuter Logging Co.*

2004 Chevy Silverado S/N 1GBJC33U64F184928

# CERTIFICATE OF TITLE

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 319.23/328.03, FLORIDA STATUTES, TITLE TO THE MOTOR VEHICLE OR VESSEL DESCRIBED BELOW IS VESTED IN THE OWNER(S) NAMED HEREIN. THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE OR VESSEL.

IDENTIFICATION NUMBER <b>1GBJC33U64F184928</b>		YR. <b>2004</b>	MAKE <b>CHEV</b>	MODEL	BODY <b>TK</b>	WT-L-BHP <b>5550</b>	VESSEL REGIS NO.	TITLE NUMBER <b>90099314</b>
PREV STATE <b>N</b>	COLOR <b>WHI</b>	PRIMARY BRAND		SECONDARY BRAND		NO. OF BRANDS	USE <b>PVT</b>	PREV ISSUE DATE
ODOMETER STATUS OR VESSEL MANUFACTURER OR OH USE <b>11 MILES 03/08/2004 ACTUAL</b>						HULL MATERIAL	PROP	DATE OF ISSUE <b>03/16/2004</b>

**REGISTERED OWNER**  
**H. B. TUTEN JR LOGGING INC**  
**3870 US HWY 19 S**  
**PERRY FL 32348**

**LIEN RELEASE**  
 INTEREST IN THE ABOVE DESCRIBED VEHICLE IS  
 HEREBY RELEASED  
 BY *[Signature]*  
 TITLE *CLARK* DATE *3/5/08*

**1ST LIENHOLDER**

**03/08/2004**

**CAPITAL CITY BANK**  
**P O BOX 800**  
**TALLAHASSEE FL 32302**

**DIVISION OF MOTOR VEHICLES**

**TALLAHASSEE**

**FLORIDA**

**DEPARTMENT OF HIGHWAY SAFETY  
AND MOTOR VEHICLES**

*[Signature]*  
**CARL A. FORD**  
**DIRECTOR**

Control Number **65237884**

*[Signature]*  
**FRED O. DICKINSON III**  
**EXECUTIVE DIRECTOR**

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

**ODOMETER CERTIFICATION** - Federal and state law require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted and certified to be free from any liens except as noted on the face of this certificate and the motor vehicle or vessel described is hereby transferred to:

Purchaser: \_\_\_\_\_

Address: \_\_\_\_\_

Selling Price: \$ \_\_\_\_\_

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

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads         (no tenths)

miles, date read \_\_\_\_\_ and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the odometer statement blocks is checked.

**CAUTION:**  
 DO NOT CHECK ☐ 1.  
 BOX IF ACTUAL ☐ 2.  
 MILEAGE

I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.  
 I hereby certify that the odometer reading is not the actual mileage.  
**WARNING - ODOMETER DISCREPANCY.**

**UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.**

Signature of  
 Purchaser:  
 Signature of  
 Co-Purchaser:  
 Signature of  
 Seller:  
 Signature of  
 Co-Seller:  
 (When Applicable)  
 Selling Dealer's License Number: \_\_\_\_\_

Printed Name of  
 Purchaser:  
 Printed Name of  
 Co-Purchaser:  
 Printed Name of  
 Seller:  
 Printed Name of  
 Co-Seller:

*H. B. Tuten Jr. Logging, Inc*

*Charlotte M. Fannin, CEO*

Tax No. \_\_\_\_\_

Tax Collected: \$ \_\_\_\_\_

Auction Name: \_\_\_\_\_

License Number: \_\_\_\_\_

**STATE OF FLORIDA**

VOID IF ALTERED

VOID IF ALTERED

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to hold a public hearing at 5:30 pm to discuss and receive public input for the possible grant submission for the upcoming funding cycle of the Florida Department of Economic Opportunity Small Cities Community Development Block Grant (CDBG). Kathy Baker of Jordan & Associates will be present to conduct a Fair Housing Workshop immediately following the public hearing. This is a requirement of the grant submission process. This is the first of two public hearings.

**MEETING DATE REQUESTED:**

September 17, 2013

**Statement of Issue:** Board to hold the first of two public hearings to discuss and receive public input for the upcoming CDBG funding cycle. A Fair Housing Workshop will be held immediately following the public hearing.

**Recommended Action:** Not applicable at this time. A second hearing will be scheduled at a later date.

**Fiscal Impact:** Taylor County is eligible to apply for a CDBG grant up to \$750,000. If the County should decide to move forward submitting a grant for the Housing component of the CBGD program, SHIP funds can be used to provide a match to receive additional points on the grant application.

**Budgeted Expense:** Y/N Not applicable.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** This is the first of two Public Hearings for the Board to discuss and to make the public aware of the upcoming Florida Department of Economic Opportunity Small Cities Community Development Block Grant funding cycle. This grant can be used for Housing rehabilitation for very low, low, and moderate income homeowners, Neighborhood Revitalization, Commercial Revitalization, and Economic Development.

**In 2011, the County was awarded a CDBG housing rehabilitation grant in the amount of \$750,000. Thirteen (13) projects were completed with ten(10) of the projects being demolitions and new constructions.**

**Submitting a grant application requesting funding assistance through the housing rehabilitation program will have no negative impact on the County being eligible to submit application for economic development and job creation programs.**

**Jordan & Associates was selected by the County through a competitive process to prepare and administer CDBG grants on behalf of the County.**

**Attachments: First Public Hearing and Fair Housing Information**

## FIRST PUBLIC HEARING

### Introduction

*The purpose of this 1<sup>st</sup> Public Hearing is to make the public aware that Taylor County has the opportunity to apply to the Florida Department of Economic Opportunity for a Small Cities Community Development Block Grant of up to \$750,000.*

*This Public Hearing is an opportunity for the Town to attain the views of the public regarding projects or improvements they would like to see the Town address.*

*These funds must be used in one of four categories. These categories are:*

#### I. HOUSING

The objective of the Housing component of the CDBG Program is to improve housing conditions and expand housing opportunities for **very low-, low- and moderate-income persons**. Activities that achieve this objective include:

- Rehabilitation of housing or publicly owned or acquired properties;
- Demolition of dilapidated housing and the relocation of residents to replacement housing;
- Code enforcement;
- Weatherization and energy-efficiency improvements;
- Installation of wells or septic tanks where water or sewer service is unavailable;
- Mitigation of future natural disaster hazards in housing.

#### II. NEIGHBORHOOD REVITALIZATION

CDBG funding for a variety of neighborhood improvement projects that may include utility and drainage, paving, sidewalks, lighting, fire protection, removal of architectural barriers and numerous other neighborhood and community development/improvement projects to prevent continuing deterioration, crime, health and safety problems for low and moderate income residents.

### III. COMMERCIAL REVITALIZATION

CDBG funding for improvement of downtown commercial districts to promote business in areas where there is a general decline in commercial activity. This program may include storefront improvements, sidewalks, mall walks, lighting improvements, paving, curbing and litter receptacles, utility line replacements, parking and other activities that promote increased business activity that is designed to increase municipal tax bases, create jobs and promote business activity.

### IV. ECONOMIC DEVELOPMENT

CDBG funding on a 50/50 public and private investment development project designed to generate business activity through the creation of **new** jobs to Florida. These funds may be used for a variety of job creation projects such as manufacturing plants, industrial park developments, and labor intensive retail businesses such as restaurants.

These funds may be used for:

- Public Infrastructure (turn lanes, water, sewer or natural gas lines, etc.);
- Land acquisition (to be owned by local government) with URA requirements, requires an appraisal and a review appraisal to establish fair market value;
- Building construction (owned by the local government) fair market value rent required, prorated portion of rent is Program Income and goes back to the Department; (i.e., IGA grocery store)
- Loans to businesses (typically for machinery and equipment) are low interest loans to the business having rates no less than 5.5 percent per annum below the prime interest rate, but in no case less than 4.0 percent per annum. Loans require an underwriting analysis, a one-to-one match and life insurance.
- May be used for new or expanded business activity that creates one **new-to-Florida** job for each \$35,000 of CDBG funds used for the project.

## CDBG FUNDING AMOUNTS

*The total CDBG Small Cities and Counties annual funding from HUD for the State of Florida is about **\$21,528,569 million** for all four primary project categories, emergency grants and set-aside funding amounts allocated for each primary CDBG category are set annually by the Florida Department of Economic Opportunity as recommended by the State Volunteer CDBG Advisory Council. The funds are currently being disbursed as follows:*

Commercial Revitalization	3.5% of funds available
Economic Development	40% of funds available
Housing Rehabilitation	16% of funds available
Neighborhood Revitalization	40.5% of funds available

At this point, the Council President is to ask for comments from the public.

**The Public Hearing is to adjourn before opening the Fair Housing Workshop.**

<b>Comments:</b>

# **FAIR HOUSING WORKSHOP**

General Public and Elected Officials

## **Taylor County**

**September 17, 2013**

Immediately following 1<sup>st</sup> Public Hearing

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### **EXCERPT ON THE FAIR HOUSING ACT:**

- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, gender, familial status, and handicap.
- Examples within these protected groups include:
- African Americans, Alaskan Natives, American Indians, Asians, Pacific Islanders, Hasidic Jews, Groups distinguished by age, Persons with disabilities, and Women.
- Taylor County has adopted a fair housing policy in order to insure protection of these groups.

### **FAIR HOUSING STATEMENT FOR TAYLOR COUNTY:**

- Taylor County has passed a fair housing ordinance, which includes provisions for citizens' complaints if they feel they have been discriminated against, and provisions to investigate complaints, and, if they deem the complaint is justified, to ask the state's attorney to prosecute the person(s) the complaint is made against. Additionally, Taylor County periodically evaluates all the local ordinances and the practices of the local lending institutions, realtors, and apartment complexes to insure all are in compliance with state and federal fair housing laws.

### **FILING A COMPLAINT WITH YOUR FAIR HOUSING ENFORCEMENT CENTER:**

- You may visit the U.S. Department of Housing and Urban Development's website at [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing) or
- Refer to Fair Housing pamphlet for further information

If anyone needs information regarding Fair Housing or the nearest Fair Housing Enforcement Center, copies of the Fair Housing pamphlet have been provided by Jordan & Associates to Taylor County.



General Public and Elected Officials  
**FAIR HOUSING WORKSHOP**

*Taylor County*

**September 17, 2013**

**5:30 P.M.**

**Taylor County, Florida**

- I. WHAT IS FAIR HOUSING?
- II. THE FAIR HOUSING ORDINANCE
- III. PROMOTING FAIR HOUSING
- IV. QUESTIONS & COMMENTS



**EQUAL HOUSING  
OPPORTUNITY**

# **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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

**SUBJECT/TITLE:**

**THE BOARD TO REVIEW AND CONSIDER APPROVAL OF DRAFT  
LEASE AGREEMENT WITH DOCTORS' MEMORIAL  
HOSPITAL, AS AGENDAED BY THE COUNTY  
ADMINISTRATOR**



**MEETING DATE REQUESTED:**

**SEPTEMBER 17, 2013**

**Statement of Issue: THE BOARD TO REVIEW AND APPROVE A LEASE  
AGREEMENT**

**Recommended Action: APPROVE**

**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 CURRENT LEASE AGREEMENT WITH DOCTORS'  
MEMORIAL HOSPITAL WILL EXPIRE IN NOVEMBER. AN UPDATED AGREEMENT  
FOR THE HOSPITAL FACILITY, EQUIPMENT, AND SERVICES IS NEEDED.**

**Options: APPROVE/NOT APPROVE**

**Attachments: DRAFT LEASE AGREEMENT**

## LEASE

This lease made and entered into this \_\_\_\_\_ day of September 2013 by and between Doctors' Memorial Hospital, Inc., a Florida not-for-profit corporation, hereinafter referred to as "DMH" and the Board of County Commissioners of Taylor County, Florida, hereinafter referred to as the "Board."

DMH and the Board for and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto covenant, agree and bind themselves as follows:

### **ARTICLE I**

#### **DEMISE AND AGREEMENT TO AMEND BY-LAWS**

1.01. The Board hereby leases to DMH and DMH hereby leases from the Board that certain property located ~~in~~ at 333 N. Bryon Butler, Parkway, Perry, Taylor County, Florida, 32347 known as Doctors' Memorial Hospital, ~~said legal description attached and marked Exhibit "A", and the hospital together with all furniture, furnishings, fixtures and equipment used in the operation of the Hospital, which list of property is attached and marked Exhibit "B". All exhibits referred to collectively as the "leased property" or "leased" premises.~~

1.02. DMH agrees to amend its By-Laws that all county appointed members of the DMH Board of Directors shall be residents of Taylor County, Florida. DMH has the right at its sole discretion, and to the benefit of Taylor County, to partner with or participate with a regional health care system. If DMH enters into a partnership, members of the DMH partnership may be appointed at the discretion of the partnership organization. The Chairman of the DMH Board of Directors must in all cases be a resident of Taylor County appointed by the Board of County Commissioners.

(Note 15.01-15.05 and 19.03)

## Transfer of Books and Records

1.03. At the termination of this lease, all records shall be transferred back to the Board, or its designee, subject to the laws pertaining to confidentiality and privilege, including patients' records made during the term or any extension thereof. DMH agrees to ensure that the certificate of need is transferred back to the Board, and DMH shall execute whatever documents necessary to transfer licenses, etc., back to the Board to maintain the hospital subject to Florida law.

### ARTICLE II

#### TERM

2.01. The initial term of this lease shall be for five (5) years from the day of September, 2013, through the 31st day of August 2018. Upon the expiration of that initial term, this lease shall automatically renew for two (2) additional five (5) year terms.

### ARTICLE III

#### THE OPTION TO RENEW

3.01. This lease is for an initial term of ~~four (4)~~ five (5) years from the day of September. This lease will automatically be renewed for two (2) additional ~~four (4)~~ five (5) year terms upon the expiration of the initial term. The initial term and any renewal of this lease shall be subject to compliance with the provisions of Article X Default and Attorney's Fees.

3.02. Possession of Doctors' Memorial Hospital will revert to the Board in the event DMH determines to discontinue operation of facility. The hospital license shall be transferred to the Board upon termination of this lease subject to Florida law.

3.03. If DMH decides to terminate this lease or any renewal thereof, DMH shall continue to operate and maintain possession of Doctors' Memorial Hospital for up to six (6) months after written notice to terminate is given by DMH to the Board, if financially solvent.

## ARTICLE IV

### LEASE PAYMENTS AND APPROVAL

4.01. DMH shall pay the Board at Perry, Florida, annual rent of **ONE HUNDRED FIFTY Dollars (\$ 150.00 )** per year, payable on October 1, 2013, and on October 1, each year during the terms of this lease and any renewal thereof. All payments are subject to DMH obtaining approval of all State, Federal and local regulatory authorities permitting DMH to operate Doctors' Memorial Hospital. Lease payments shall cease should the lease not be renewed. As further consideration for the granting of this lease, DMH has agreed to the provisions herein including but not limited to those regarding the ownership of personal property and reversion of net reserves as set forth herein in Articles VII and XII.

## ARTICLE V

### USE OF THE LEASED PREMISES AND QUIET ENJOYMENT

5.01. DMH covenants and agrees to operate a not-for-profit, general acute-care hospital as currently licensed for the diagnosis, treatment, and care of sick and injured persons, without discrimination on account of race, creed, color, national origin or sex, consistent with generally accepted principles of hospital financial management. DMH agrees not to deny "emergency" hospital care to any person based on the inability to pay and will operate an emergency room subject to the availability of qualified physicians and the needs of the community for urgent and emergency care. DMH shall have the right to refuse admittance of patients because of the lack of facilities, or to protect the welfare of patients already admitted, and to adopt and amend from time to time appropriate rules respecting the admission of patients not inconsistent with provisions of this paragraph. DMH shall comply with all laws, rules, regulations and requirements of all Federal and State Governments, Agencies and Departments, which are applicable to operating the hospital and shall at all times

have in effect, any licenses necessary for the operation of the hospital facilities as contemplated by this agreement. DMH shall not reduce the overall level of acute health care service currently provided at the hospital unless agreed upon by the parties or otherwise required by applicable law.

#### Quiet Enjoyment

5.02. DMH, upon the payment of the rent herein and upon performances of all the terms of this lease, shall at all times during the lease term or any extension or renewal of the terms, peaceably and quietly enjoy the leased property without any unreasonable disturbance from the Board or from any other person claiming through the Board.

### ARTICLE VI

#### REAL PROPERTY

##### Improvements, Alterations and Additions

6.01. DMH shall have the right to improve, add to, or alter the lease premises and to install fixtures thereupon. Prior consent (which shall not be unreasonably withheld) must be obtained from the Board if the cost of such improvements, additions, alterations or fixture(s) is expected to exceed \$100,000.00.

6.02. All improvements, additions, alterations or fixtures installed upon and reasonably considered an integral part of the plan by DMH shall remain property of the Board upon termination of the lease.

##### Repairs and Maintenance

6.03. DMH shall keep and maintain the leased premises in good repair and operating condition, reasonable wear and tear excepted. The Board shall not be responsible for any repairs,

maintenance, improvements, additions or alterations during the term of the lease or any extension thereof.

#### Utilities

6.04. DMH shall pay all charges for gas, electricity, lights, heat power and telephone and other communication services used, rendered or supplied upon in connection with the leased property.

### ARTICLE VII

#### PERSONAL PROPERTY

7.01 DMH shall annually and no later than July 1st of each year, do a complete inventory of all tangible personal property (furniture, furnishings, fixtures and equipment used in the operation of the hospital). The inventory shall list the acquisition cost of the item and not the depreciated or book value. The item shall be assigned a property record number. The inventory shall include all items that have an acquisition cost of \$1000.00 or more, including freight, installation and other associated costs. The inventory shall not include disposable items used in the ordinary course of doing business as a hospital. The list shall give the name of the item, the serial and model number, if available, date of purchase, vendor name and purchase price. Acquisition of any personal property shall be furnished to the BCC Clerk quarterly with the Quarterly Report.

#### Non-Replacement Property

7.02. DMH shall have the right to add and place upon the premises such equipment, fixtures or other property as it shall deem advisable. All personal property brought onto the premises by DMH, shall remain the property of Board.

### Replacement Property

7.03. DMH may replace personal property made unusable by ordinary wear, tear and deterioration. Replacement property shall remain an asset of the Board and shall not be removed by DMH nor will DMH be entitled to reimbursement for the cost by the Board.

7.04. DMH shall have the right to trade-in obsolete property for replacement equipment, ~~upon written consent of the Board.~~ Any equipment obtained as a result of a trade-in shall be considered replacement equipment pursuant to Section 7.03. DMH will provide in writing to the Board a list of items traded-in as well as new replacement items as specified in paragraph 7.01 above for personal property with an acquisition cost of \$1,000 or more within 45 days of the transaction.

### Obsolete Property

7.05. If DMH, in its reasonable discretion, determines that any portion of the structures, which are not major structural changes, or of furnishings, machinery, equipment or other improvement constituting a part of the hospital facilities have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary, and that its demolition or removal will not impair the structural soundness, efficiency or the economic value of the leased facilities, then DMH shall give written notice to the Board stating the reasons for removal or destruction, and this property shall be turned over to the Board for its own use or disposal.

7.06. Notwithstanding the provisions of paragraphs 7.02-7.05, title to personal property shall rest in DMH for the term of this lease and any renewal thereof for the purpose of obtaining



credit through loans from United States Department of Agriculture Rural Business Services ("USDARBS") and/or its assigns and other qualified lenders to purchase new equipment and other personal property and to allow for a perfected security interest therein.

## ARTICLE VIII

### SURRENDER OF POSSESSION

8.01. Should the lease not be renewed by DMH, or at the expiration or termination of any lease term, then DMH agrees to promptly surrender the leased premises to the Board without demand, in good condition, ordinary wear and tear (and damage by the elements of fire or act of God or by other cause beyond the reasonable control of DMH) excepted.

#### Right of Entry

8.02. The Board or its representative may enter the leased property, at any time, for the purpose of performing any reasonable inspection of the leased property, or performing work which is required under the terms of this lease. Compliance with state and federal guidelines will be followed.

## ARTICLE IX

### INSURANCE

9.01. In case of damage by fire or other casualty to the leased premises, if the damage is so extensive as to amount almost to the total destruction of the leased premises, then this lease shall terminate. In all other cases, where the lease property is damaged by fire or other casualty, if DMH determines rebuilding can be accomplished without ceasing operations as a hospital, the Board shall repair the damage to the extent insurance proceeds are available with reasonable dispatch. In the event insurance proceeds are insufficient to cover the repairs then DMH may make repairs pursuant to the provisions of the lease. In determining what constitutes reasonable dispatch, consideration

shall be given to delays caused by strikes, adjustment of insurance, and other causes beyond the Board's control.

#### Insurance Coverage

9.02. DMH agrees to maintain, or to procure from a good and responsible company or companies licensed to do business in Florida during the entire term of this lease or renewals thereof the following insurance coverage and to furnish proof of such coverage to the Board. DMH shall provide proof to the Board of all insurances annually.

1) Commercial Liability Insurance in the amount to be determined and DMH will rely upon its agent and insurance experts to determine the coverage for loss from an accident resulting in bodily or injury to or death of persons for loss from an accident resulting in damage or destruction of property. Both parties shall review the coverage annually. County shall be named as additional insured.

2) Professional Liability Insurance to cover the acts of its employees in amounts required by applicable law.

3) DMH shall maintain at its expense insurance coverage against destruction of the buildings and contents by fire and other hazards.

#### Failure to Pay Premium

9.03. If DMH fails to pay the premiums on policies and to provide the full insurance coverage required by this lease, the Board after first notifying DMH in writing of such failure to pay, may pay the premiums on such insurance or pay such other charges and all amounts so advanced, therefore, shall become an obligation from DMH to the Board. DMH must notify the Board immediately upon a failure of DMH to pay any insurance premium.

## ARTICLE X

### DEFAULT AND ATTORNEY'S FEES

#### Default

10.01. The following shall be events of default under this lease;

1) Failure by DMH to make such payments as may be required under this lease and in accordance with the terms hereunder.

2) Failure by either party to observe and perform any covenant, condition, or agreement on its part to be observed for a period of sixty (60) days after written notice, specifying such failure and requesting that it be remedied.

3) Failure to operate the premises pursuant to Section 5.01 after sixty (60) days written notice.

4) Loss of licensure from the State of Florida, defalcations resulting in the loss of Medicare and Medicaid, filing of a petition for protection under the United States Bankruptcy Code.

5) Unless otherwise provided herein, whenever any such event of default shall happen and be continuing, after written notice, either party may elect to terminate this lease and proceed to any adjustment of accounts, which adjustment shall be completed within thirty (30) days thereafter. In the event such termination and allocation of accounts cannot be satisfactorily made, then the other party may take whatever action at law or in equity may appear necessary or desirable to recover assets or funds, or to enforce any obligation or covenants under this lease. No remedy herein conferred is intended to be exclusive, and each shall be cumulative and shall be in addition to any

other remedies provided under this lease now or hereinafter.

#### Attorney's Fees and Cost

10.02. In the event either party shall default under any of the provisions of this lease, and the other party should find it necessary to employ attorneys or incur expenses for the collection of funds, the enforcement of or performance of or observance of any obligation, term or condition under this lease, then the party at default will on demand thereof pay to the other party free from fault, as the case may be, reasonable attorney's fees and such other expenses so incurred, whether suit is filed or not, consistent with Florida law.

#### Waiver

10.03. No additional waiver implied by one waiver in the event any agreement, term and condition contained in this lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

### ARTICLE XI

#### Indemnification

##### Liability for Claims, Injuries, Damages and Indemnities

11.01. Any and all claims for malpractice, personal injuries, wrongful death or property damages or claims arising from or in any way connected with the operation of leased premises or occurrences prior to the effective date of this lease shall remain the sole responsibility and obligation of DMH.

## ARTICLE XII

### TAXES AND REVENUES

#### Taxes

12.01. The parties hereto acknowledge that under present law, neither the income, profits (if any) and property of the Board nor DMH are subject to either Federal, State or Local taxation, and this fact, among others, induces, each of the parties to enter into this lease. DMH will make necessary filings required by law to protect the present exemption to the greatest extent possible.

#### Revenues

12.02. All revenue shall be retained by DMH for the benefit of Doctors Memorial Hospital. The revenue will be managed and utilized by DMH for the benefit of Doctors Memorial Hospital and the services it provides. Revenue not otherwise required for management of Doctors Memorial Hospital shall be used for improvement and maintenance of the leased premises. Upon dissolution of DMH, either voluntarily or involuntarily, or upon the cessation of the operation of a hospital in Taylor County, Florida by DMH, the net reserves of DMH shall transfer to the County. "Net reserves" shall be defined as the assets of DMH, including, but not limited to, the real property, personal property, including all furnishings, supplies, equipment, investments, and cash less the actual and bona fide outstanding liabilities of DMH. "Bona fide outstanding liabilities" shall not include contracts indebteding or obligating DMH beyond the terms of this lease without the express written consent of the Board. Prior to obligating itself or indebteding itself or obligating itself in any manner beyond the term of this lease, DMH shall obtain the express written approval of the Board.

## ARTICLE XIII

### INDIGENT CARE

13.01. DMH shall pay all cost for indigent care, except those required by law to be paid by the County and as otherwise provided in this agreement. The cost of indigent care shall be incorporated into the tentative budget to be prepared by DMH as set forth in paragraph 14.01 of this agreement. It is contemplated by the lease that the indigent health care to be paid by the County is health care Taylor County residents receive outside the County and payable pursuant to the Health Care Responsibility Act.

13.02. The expenditures for the payment of indigent care claims shall meet all guidelines.

## ARTICLE XIV

### ANNUAL BUDGET

14.01. The cost of services to be provided by DMH as set forth and described in paragraph 5.01 may be supplemented by the Board through the budget system set forth and described in Chapter 129 F. S. 2001 as amended at the sole discretion of the Board.

14.02. DMH shall submit annually an audited financial statement to the Board.

14.03. The Board, at its discretion, may request DMH to provide quarterly status report. The County Auditor, at the Board's direction, shall have access to all financial records of DMH during the fiscal terms of this lease.

14.04. Ambulance Services. DMH at the request of the Board manages Emergency Medical Service in Taylor County and acknowledges that the Board subsidizes the ambulance

service at a rate of \$37,500 per month. ~~Said subsidy shall cease upon DMH commencing operation at the new hospital site as described in Exhibit "B".~~

## ARTICLE XV

### BOARD OF DIRECTORS

15.01 The DMH Board of Directors terms for Taylor County members shall be for three (3) years, which shall alternate. The Board of Director may serve three (3) consecutive 3-year terms and then he or she will have to sit out for at least one (i) year before being re-appointed.

15.02 To fill the Board of Directors of DMH, the Board of County Commissioners shall advertise, interview and select Board of Directors of DMH members in discussion with DMH Board Chairman but at their sole discretion.

15.03 No current DMH employee shall serve on the Board of Director of DMH. A previous employee separated in good standing may be appointed to the DMH Board once 5 (five) years post employment has lapsed. Vendors may not serve on the Board of Directors of DMH.

15.04 Board Members appointed by DMH, Inc. partnership or affiliation will be appointed at the discretion of the partner organization.

15.05 Chairman of the DMH, Inc. Board of Directors is required to be a Taylor County Resident.

## ARTICLE XVI

### INTERLOCAL AGREEMENT JAIL/FIRE/RESCUE/ AND EMERGENCY MEDICAL SERVICES

#### Jail Medical Services

16.01 The County needs healthcare services for prisoners in the custody of the Taylor County Jail.

- 1) The Hospital will provide a physician to the Taylor County Jail up to two (2) hours a week and on-call Paramedic coverage to the Jail twenty-four (24) hours a day seven (7) days a week.
- 2) The Hospital shall follow the Florida Model Jail Standards as amended.
- 3) The Hospital will not charge the County for these services of the Physician or Paramedics.
- 4) The Physicians and paramedics shall be covered by the malpractice insurance of the Hospital.

16.02 The Hospital shall provide healthcare services to the county for its prisoners at the Hospital at a 40% discount off hospital charges.

16.03 The Hospital will invoice the County Administrator on or about the 5<sup>th</sup> of each month for the services rendered to the county prisoners during the previous calendar month.  
Such invoices shall show at a minimum:

- 1) Name and location of the prisoner treated
- 2) Date(s) of care and/or services
- 3) Itemized bill of care/services rendered on such date(s)



- 4) The discount for the services
- 5) Amount to be paid

16.04 The County will use its best efforts to reimburse the Hospital for those services within 45 days receipt of the invoice.

Fire Rescue Medical Services

16.05 Interlocal Agreement Fire/Rescue Medical Director and Annual Physicals:

- 1) DMH provides to Taylor County Fire Rescue at no cost to the County the Services of the Medical Director to review protocols and provide guidance and direction to County Fire/Rescue.
- 2) Doctors Memorial Hospital will offer in a group setting to Taylor County Fire Fighters the following services to meet current regulatory annual medical evaluation requirements.
- 3) Regulatory required lab testing, Pulmonary Function Test (PFT), Treadmill Stress Test, Electrocardiogram (EKG), and Physical Examination based on current OSHA guidelines 1910.156, 1910.120 and 1910.134.
- 4) Services to be provided at an annual event will be provided at a bundled rate of \$255.00 per person. Additional services, tests or treatment may be requested at per service charge. Annual evaluations not bundled as a group will be at a rate of \$325.

- 5) Physician will sign and provide Taylor County with a Fire Brigade/Respirator Clearance Form verifying each Firefighter is cleared for duty per OSHA and NFPA guidelines.

## **ARTICLE XVII**

### **INTERLOCAL FUEL AGREEMENT FOR EMS**

#### **17.02 Interlocal Fuel Agreement:**

- 1) DMH runs and operates the EMS and needs fuel to operate the ambulances
- 2) The County agrees to sell fuel to DMH for the operation of the ambulances
- 3) DMH runs and operates the EMS and needs fuel to operate the ambulances

## **ARTICLE XVIII (old XV)**

### **MUTUAL RELEASE**

#### **Mutual Release of Liability**

#### **For All Hazards Covered by Insurance**

18.01. DMH and the Board and all parties claiming under them hereby mutually release and discharge each other to the extent of insurance coverage from all claims and liabilities arising from or caused by any hazard covered by insurance on the leased property, except as stated in this agreement. This release will not apply when the carrier fails to pay a claim.

Both parties hereto covenant that each will not do or permit anything to be done on or about the lease premises that will effect, impair or contravene any policies of insurance that may be carried on the leased facilities or on any part thereof, and each will cooperate fully with the other party in obtaining such necessary insurance, as may be necessary or desirable in order to accomplish

the purposes of this lease or the provisions of any part thereof including filing of such necessary documents as may be required by State, Federal or Local authorities.

## **ARTICLE XIX (Old XVI)**

### **SUBLEASING AND ASSIGNMENT**

19.01. DMH shall not sublet the leased property in whole or in part for any purposes.

#### **Assignment**

19.02, DMH as lessee shall not assign this lease.

#### **DMH's right to enter into partnership or affiliations**

19.03 DMH has the right at its sole discretion, and to the benefit of Taylor County, to partner with or participate with a regional health care system.

## **ARTICLE XX (Old XVII)**

### **GENERAL PROVISIONS**

20.01. Any notice under this lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by such party in writing. DMH hereby designates its address as 333 N. Bryon Butler Parkway, Perry, Florida 32347. The Board hereby designates Annie Mae Murphy, Clerk, Circuit Court, Taylor County, or other designee, at Post Office Box 620, Perry, Florida 32348, or at such other place as the Board may designate in writing.

#### **Lease Binding Upon Successors and Assigns**

20.02. The covenants, terms, conditions, provisions and undertakings in this lease or any renewals thereof shall extend and be binding upon the successors and assigns of the respective

parties hereto, as if they were in every case named and expressed and shall be construed as covenants running with the land; and whenever references made to either of the parties hereto, it shall be held to include and apply also to the successors and assigns of such party as if in each and every case so expressed.

#### No Joint Venture or Partnership Between DMH and the County

20.03. The parties hereto state that they have not created and do not intend to create by this lease a joint venture or partnership relation between them, it being understood that the provisions of this lease with regard to DMH and the acceptance by the Board of a sum or payment does not constitute either a joint venture or partnership. The Board shall not be responsible for or assume any claim of DMH upon termination of the lease.

#### Enforcement

20.04. If any provision of this lease shall be declared invalid or unenforceable, the remainder of the lease shall continue in full force and effect.

#### Modification

20.05. This lease contains the entire agreement between the parties, and shall not be modified in any manner except by an instrument in writing executed by the Board.

#### Execution

20.06. This lease may be simultaneously executed in several counterparts, each of which shall be the original and shall constitute but one and the same instrument.

#### Binding Effect

20.07. This lease shall be construed in accordance with the laws of the State of Florida and venue of any dispute shall be in Taylor County, Florida.

WITNESS our hands and seals the day and year first above written.

DRAFT

6

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

TAYLOR COASTAL WATER AND SEWER DISTRICT REQUEST  
FOR APPROVAL OF APPOINTMENT OF BOARD  
COMMISSIONER



**MEETING DATE REQUESTED:**

SEPTEMBER 17, 2013

**Statement of Issue: REQUEST TO APPOINT SHAWNA M BEACH TO BOARD OF  
COMMISSION VACANCY DUE TO THE RESIGNATION OF  
BILLY EZELL**

**Recommended Action: APPROVAL**

**Fiscal Impact: N/A**

**Budgeted Expense: N/A**

**Submitted By: DIANE CARLTON/OFFICE MANAGER/BOARD SECRETARY**

**Contact: DIANE CARLTON OR LYNETTE SENTER**

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues: THIS POSITION WAS ADVERTISED IN THE PERRY  
NEWSPAPERS ON 8/21/13 AND AGAIN ON 8/23/13. DEADLINE FOR APPLICATION  
SUBMITTAL WAS 9/3/2013 AT 4: 00PM. THE DISTRICT RECEIVED ONLY ONE  
REQUEST TO SERVE**

**Options:**

**Attachments:**

**ADVERTISEMENTS  
LETTER OF REQUEST FROM SHAWNA M BEACH**

584-4114.  
08/16-08/30

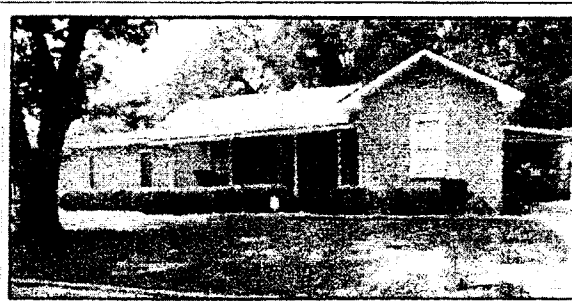
For rent. 1 bedroom, 1 bath home, convenient to downtown. \$550 per month and security deposit. Call (850) 371-1800.  
07/31-08/30

#### Woodridge Apartments

Accepting applications for 1, 2, and 3 BR. HC and Non-HC accessible apartments. HUD vouchers considered. Call 850-584-5668. 709 W. Church St., Perry, FL 32348 TDD 711. Equal Housing Opportunity.  
WA  
tfn

#### STEINHATCHEE PLACE RESORT

Furnished 1 and 2 bedroom apartments for rent \$600 to \$800. Included with rent is full cable tv., Internet, hot tub, one block to river and new boat landing. Call (352) 498-7740 if no answer (813) 677-9640.  
SPR,  
tfn



4BD/1.5BA, 2200+ sq. ft.,  
Newly remodeled and updated.  
HIGHLY MOTIVATED SELLERS, \$91,000  
Call Jodi (850) 843-0701

harrowing, bush hog mowing, rake work, dirt leveling and complete lawn service. Call 584-6737. AZ

Bush hogging and land clearing, acreage and lot's, big or small. Call (850) 838-6077, after 5 p.m. call (850) 584-2270. JM,tfn (Wed)

Quest Training offers a professional CNA prep class taught by a registered nurse. High pass rates on the state test. No GED or Diploma required if age 18-year. Day and evening classes. Call (386) 362-1065.  
07/31-08/30

### Board Vacancy

**Taylor Coastal Water and Sewer District** has one (1) opening on its governing Board of Commissioners. Potential commissioners must be a registered voter in Florida and own real property within the boundaries of the District. This opening is to serve the remainder of a term began on May 3, 2012 and will end on May 3, 2016.

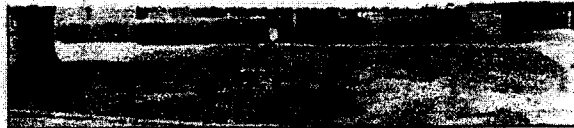
Interested parties should submit in writing their desire to serve along with a copy of their Florida Drivers License. The request must be delivered to the District Office located at 18820 Beach Road, Perry, FL 32348 by 4:00 p.m. on Tuesday, September 3, 2013. All applications will be surrendered to the Taylor County Board of Commissioners for appointment. Further information may be obtained by calling (850) 578-3043.

8-21-13

estimates. We also grind stumps. Call today 838-1280. Firewood for sale. JD(tfn.), tfn

PT  
ather  
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with  
0, call

JM Handyman Home Repairs, LLC Pressure washing, painting, concrete, wood decks, Ceramic tile, laminate wood available, Mobile Home Repairs, RV Leak Repairs. 838-6077 or 584-2270.  
JM,tfn,(Fri)



4BD/1.5BA, 2200+ sq. ft.,  
Newly remodeled and updated.  
HIGHLY MOTIVATED SELLERS, \$91,000  
Call Jodi (850) 843-0701

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8-23-13

in an office setting, bookkeeping skills a plus. Please forward resume to Ware Oil, 2715 S. Byron Butler Parkway, Perry, WA, 08/14-08/23

#### SERVICES



Care-givers looking to take care of

ineligibility by the Supervisor and your name will be removed from the statewide voter registration system.

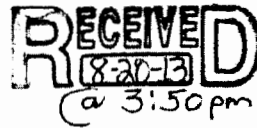
IN THE CIRCUIT COURT OF THE  
3RD JUDICIAL CIRCUIT, IN AND  
FOR TAYLOR COUNTY, FLORIDA  
CIVIL DIVISION  
CASE NO. 2011 CA 000737

accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to provisions of certain assistance. Please contact the Court Administrator at 108 N. Jefferson Street, 1st Floor, Perry, FL 32347. Phone No. (850) 758-2163 within 2 working days of your receipt of this notice or pleading, if you are hearing impaired, call 1-800-955-8771

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Taylor Coastal Water & Sewer District  
Board of Commissioners  
18820 Beach Rd.  
Perry, FL 32348



August 20, 2013

Dear Commissioners,

I would be honored to be considered as a member of the Taylor Coastal Water and Sewer District's Board of Commissioners. I live in and own property in the coastal region of Taylor County and would like to be an integral part of the Water and Sewer District.

My current leadership positions include the President of the GFWC Perry Woman's Club as well as Youth Director at Blue Creek Baptist Church. I am the Manager/Bookkeeper at the Taylor County Property Appraisers office, which gives me a working knowledge of Real Estate, appraisals, land, exemptions, and government process in everyday affairs.

Originally from Destin, Florida, I have an understanding of the positive and negative effects tourism and development can have on a community. I would do my best to make the people of the coastal region of Taylor County proud in my decision making.

Sincerely,

A handwritten signature in cursive script that reads "Shawna M. Beach".

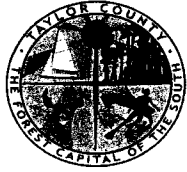
Shawna M. Beach  
20053 Gulf Haven Drive  
Perry, FL 32348  
850.843.5284



## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER APPOINTING ONE (1) RESIDENT TO THE BOARD OF DIRECTORS FOR THE BIG BEND WATER AUTHORITY, AS AGENDAED BY MARK REBLIN, BIG BEND WATER AUTHORITY

**MEETING DATE REQUESTED:**

SEPTEMBER 17, 2013

**Statement of Issue:** THE BOARD TO APPOINT

**Recommended Action:** APPOINT

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** MARK REBLIN, GENERAL MANAGER

**Contact:** 352-498-3576

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

**History, Facts & Issues:** THE BBWA HAS REQUESTED THE BOARD APPOINT 1 RESIDENT TO ITS BOARD OF DIRECTORS FROM THE 2 APPLICATIONS RECEIVED DURING ITS SOLICITATION.

**Options:** APPROVE/NOT APPROVE

**Attachments:** APPLICATIONS  
SOLICITATION  
VOTING SHEET  
VOTING MATRIX

**PERRY NEWS-HERALD/TACO TIMES**

Published Weekly in the City of Perry  
County of Taylor, State of Florida

**AFFIDAVIT OF PUBLICATION**

Before me, the undersigned authority personally appeared DONALD D. LINCOLN, who on oath says that he is the PUBLISHER of the Perry News-Herald/ Taco Times, both weekly newspapers published in Perry, Taylor County, Florida, that the attached copy of advertisement in re:

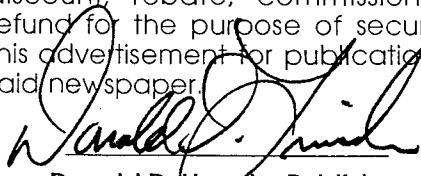
BIG BEND WATER APPLICATION FOR  
BOARD MEMBERS

was published in said newspaper in  
the issues of:

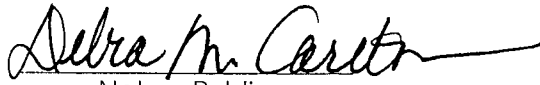
AUGUST 14, 2013

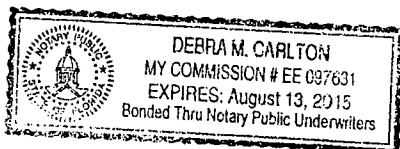
AUGUST 16, 2013

Affiant says further that the said, newspapers published at Perry in said Taylor County, Florida, each week; has been entered as second class mail matter at the Post Office in Perry, Florida, in said Taylor County, Florida for a period of one year next proceeding the first publication of the attached copy of notice to appear: and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

  
Donald D. Lincoln, Publisher

Sworn to and subscribed  
before me this  
15 day of AUGUST, 2013

  
Notary Public  
County of Taylor  
State of Florida  
Personally Known  
Personally Appeared  
before me



BIG BEND WATER AUTHORITY is accepting applications for board members (non-paying position) in the Steinhatchee, (Taylor County) area. Applications can be obtained at BBWA Office. Anyone interested please call Mark Reblin, BBWA General Manager, at 352-498-3576.

# BIG BEND WATER AUTHORITY BOARD OF DIRECTORS APPLICATION

NAME: NEIL AIKENHEAD  
MAILING ADDRESS: 303 2<sup>ND</sup> ST NE  
CITY: STEINHATCHEE STATE: FLORIDA ZIP: 32359  
HOME PHONE: (904) 571-2381  
WORK PHONE: SAME  
EMAIL: AIK@CONSULTAIK.COM

EMPLOYER: SELF  
JOB TITLE: PRESIDENT, AIKENHEAD CONSULTING, INC

NUMBER OF YEARS RESIDING IN TAYLOR COUNTY: 3 MO<sup>S</sup>

REGISTERED VOTER IN TAYLOR COUNTY: YES:      NO: X Will Apply

HOMESTEAD PROPERTY IN BBWA SERVICE AREA YES: X NO:      EFFECTIVE 1/1/2014

Explain what knowledge or interest qualifies you for consideration for appointment to this Board. Attach additional sheets if needed.

I AM A WATER RESOURCES ENGINEER (FL PE 14066)  
HAVING PRACTICED ENGINEERING IN FLA FOR OVER 40  
YRS., INCLUDING DESIGN OF WATER & WASTEWATER  
TREATMENT/DISTRIBUTION/COLLECTION SYSTEMS. WE  
PURCHASED OUR FIRST PROPERTY IN STEINHATCHEE IN  
2003 IN THE LANDING AND I HAVE FOLLOWED BBWA  
PROGRESS FROM THE INCEPTION. WE HAVE RECENTLY  
CLOSED ON OUR PERMANENT RESIDENCE HERE AND  
I WOULD LIKE TO BE PART OF THE CONTINUED  
GROWTH OF THE BBWA WATER & SEWAGE SYSTEM.  
A BRIEF RESUME MAY BE FOUND @ WWW.CONSULTAIK.COM

I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, carry out the duties of a Board member, and abide by all Board rules should I be appointed.

27 Aug 2013  
DATE

[Signature]  
SIGNATURE

**BIG BEND WATER AUTHORITY  
BOARD OF DIRECTORS APPLICATION**

NAME: Charles A. Norwood JR

MAILING ADDRESS: 322 Riverside Dr.

CITY: Steinhatchee STATE: FLORIDA ZIP: 32359

HOME PHONE: 352 498 2414

WORK PHONE: 352 498 3008

EMAIL: charlie@seahag.com

EMPLOYER: SELF SEA HAG MARINA INC.

JOB TITLE: Golf cart mgr. (owner)

NUMBER OF YEARS RESIDING IN TAYLOR COUNTY: 15

REGISTERED VOTER IN TAYLOR COUNTY: YES: ☒ NO: ☐

HOMESTEAD PROPERTY IN BBWA SERVICE AREA YES: ☒ NO: ☐

Explain what knowledge or interest qualifies you for consideration for appointment to this Board. Attach additional sheets if needed.

Present Board Member

Business owner & employer of 20+ people  
Steinhatchee Resort.


Practical Thinker

Tax Payer

Thank you for allowing me to Serve.  
Charlie

I understand the duties and responsibilities of this Board and pledge that I will faithfully attend the meetings, carry out the duties of a Board member, and abide by all Board rules should I be appointed.

8/19/2003  
DATE

  
SIGNATURE

MALCOLM PAGE  
District 1

JIM MOODY  
District 2

JODY DEVANE  
District 3

PAM FEAGLE  
District 4

PATRICIA PATTERSON  
District 5



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

JACK R. BROWN, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 7 Phone  
(850) 838-3501 Fax

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

### Board and Committee Applicants Ranking Matrix

Date: SEPTEMBER 17, 2013

Board/Committee: BBWA BOARD

Candidate	Feagle	DeVane	Page	Patterson	Moody	Total
NEIL AIKENHEAD						
CHARLES NORWOOD						

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.

## Attachment 4: Board and Committee Applicants' Ranking Form

MALCOLM PAGE  
District 1

JIM MOODY  
District 2

JODY DEVANE  
District 3

PAM FEAGLE  
District 4

PATRICIA PATTERSON  
District 5



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

## Board and Committee Applicants Ranking Form

Date: SEPTEMBER 17, 2013

Commissioner: \_\_\_\_\_

NOTE: RANK THE APPLICANTS AS FOLLOWS, THE BEST APPLICANT IS #1, THE SECOND BEST IS NUMBER TWO, ETC. 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.

### BIG BEND WATER AUTHORITY BOARD OF DIRECTORS

Applicant Name:	Rank Applicants 1-2
NEIL AIKENHEAD	
CHARLES NORWOOD	

\_\_\_\_\_



8

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Board to review and approve Resolution and budget for the submission of the 2014-2015 Florida Recreation Development Assistance Program (FRDAP) grant application being submitted for improvements to Hodges Park at Keaton Beach. Also requesting approval for the County Administrator to sign the grant application when completed and the Board to ratify at the October 7, 2013 meeting.

**MEETING DATE REQUESTED:**

September 17, 2013

**Statement of Issue:** Board to review and approve Resolution required for the grant application and budget for the 2014-2015 FRDAP grant application requesting funding assistance for improvements to Hodges Park. Requesting approval for the County Administrator to sign the completed grant application and the Board to ratify at the October 7, 2013 meeting.

**Recommended Action:** Approve Resolution, budget and County Administrator to sign grant and Board to ratify at the October 7, meeting.

**Fiscal Impact:** The County will be requesting funding assistance in the amount of \$50,000 with no match required from the County.

**Budgeted Expense:** Y/N Not applicable

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The Board held two public hearings (August 5 and August 20, 2013) and approved moving forward with submitting a grant application requesting funding assistance in the amount of \$50,000 for renovation and improvements to Hodges Park. The improvements include : the playground with a shade covering, restroom/shower area, restriping the paved parking area, sand and beach upgrades, repairs to the pier, habitat signage, an additional security light, and repairs and painting of the two elevated picnic pavilions. If awarded the grant, the funds will be available in July/August 2014 and the County will have three years to complete the project.

**Taylor County has funded numerous projects in the past with FRDAP funds. These projects include Phase 1 and Phase 2 of the Sports Complex, Steinhatchee Park, and Hodges Park. Taylor County has not submitted an application for the past four years due to the State not funding the program or very limited funding of the program.**

**Attachments: Resolution, and budget portion of the application.**

Hodges Park at Keaton Beach  
Taylor County, Florida



Florida Recreation Development  
Assistance Program Grant  
2014-2015



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk  
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Perry, Florida 32348  
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(850) 838-3549 Fax

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Perry, Florida 32348  
(850) 584-6113 Phone  
(850) 584-2433 Fax

Upon motion of Commissioner \_\_\_\_\_ with second by Commissioner \_\_\_\_\_ and a vote of \_\_\_\_\_ the Taylor County Board of County Commissioners, adopt the following resolution:

### RESOLUTION

**WHEREAS**, The Board of County Commissioners of Taylor County, Florida have decided it would be in the best interest of the citizens of Taylor County, Florida to seek funding for improvements and renovations to the playground, restrooms, fishing pier as well as other improvements at Hodges Park at Keaton Beach located in Taylor County Florida, AND

**WHEREAS**, The State of Florida, Department of Environmental Protection established the Florida Recreation Development Assistance Program, with a maximum request of \$200,000 per application, AND

**WHERE AS**, The Board of County Commissioners, of Taylor County is eligible to receive an award under this program for fiscal year 2014 – 2015 for up to \$200,000 for funding assistance for improvements and renovations at Hodges Park at Keaton Beach, Florida to improve the County's outdoor recreation facilities for its citizens and many visitors to the area, AND

**THEREFORE BE IT RESOLVED**, That the Board of County Commissioners certifies that the Hodges Park Improvement Project is included in the Capital Improvement Plan of the Taylor County Comprehensive Plan.

**Done and Ordered** In regular session at Perry, Florida this 17<sup>th</sup> day of September 2013, A.D.

**Board of County Commissioners  
Taylor County, Florida**

**Attest:** \_\_\_\_\_  
**Annie Mae Murphy, Clerk**

**By:** \_\_\_\_\_  
**Pam Feagle, Chairperson**

**FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM  
GRANT APPLICATION PACKET  
2014-2015**

**PART I — GENERAL INFORMATION**

**(DEP USE ONLY)**

**Received:** \_\_\_\_\_

**Postmarked:** \_\_\_\_\_

**Application Number:** \_\_\_\_\_

**1. APPLICANT INFORMATION**

**A. Name of Applicant:** Taylor County Board of Commissioners

**B. Federal Employer Identification Number:\*\*** 59-6000879  
**\*\*(This number must be registered at My Florida Market Place with the address the warrant will be forwarded)**

**C. Population:** 22,744

**D. Current Operating Budget:** \$19,327,003  
*(This is the operating budget for the city, county or special district, and not just the department budget)*

**E. Contact Person:** Melody Cox **Title:** Grants Director  
*(The contact person is someone who will be in direct contact with DEP and be responsible for administering this grant if awarded)*

**F. Mailing Address:** 201 E Green Street

**City/State:** Perry, FL **Zip Code:** 32347

**Telephone:** (850) 838-3553 **E-mail:** melody.cox@taylorcountygov.com

**FAX:** (850) 838-3563

I hereby certify that the information provided in this application is true and accurate. I further certify that I possess the authority to apply for this grant on behalf of the applicant.

\_\_\_\_\_  
Signature of City or County Manager/Title

\_\_\_\_\_  
Date

## 2. PROJECT INFORMATION

A. Name of Project: Hodges Park at Keaton Beach Improvements

B. Project Type (Check One): *Project cannot be a combination of acquisition and development*

Acquisition: \_\_\_\_\_

Development:   X  

  X   On land owned by applicant

\_\_\_\_\_ On land currently under site control by applicant

Date site control expires: \_\_\_\_\_

Trail Construction: \_\_\_\_\_

\_\_\_\_\_ On land owned by applicant

\_\_\_\_\_ On land currently under site control by applicant

Date site control expires: \_\_\_\_\_

**Development projects must be under site control (owned by deed, or leased or dedicated for minimum of 30 years from the date of application) by the close of the submission period (September 30, 2013).**

- **School board property is ineligible** either by lease or ownership.
- Include a copy of the site control documents (e.g., deed, lease, etc.). **If providing a Quit Claim Deed, please attach a copy of a 30 year title search or title opinion.**

**(Tab as Exhibit "N")**

C. PROJECT LOCATION:

Street Address: 21275 Keaton Beach Drive

City: Perry County: Taylor Zip Code: 32348 – 7575

GIS Coordinates: Latitude: 29°49'08.03" N Longitude: 83°35'38.18"W

1. Submit a boundary map of the project area providing a description and sketch of the project area boundaries, display known easements and be legally sufficient to identify the project area. **Aerial photographs are accepted as boundary maps, as long as the boundaries are identified.**

(Tab as Exhibit "K")

2. Submit color, on-site photographs for **all three copies** of your application, sufficient to depict the physical characteristics of the project area.

(Tab as Exhibit "L")

3. Location map and directions: Submit a detailed road map precisely locating the project site along with clear written driving instructions from the nearest federal or state highway. **NOTE:** Confirm that street names listed are the same as those posted on street signs in the area. Please do not use Map Quest or any other computer mapping program for this.

(Tab as Exhibit "M")

D. LEGISLATIVE DISTRICTS IN WHICH THE PROJECT SITE IS LOCATED:

This should be the Florida Senate and Florida House district in which the **proposed project site is located**. If you are not sure of the district, contact your local office of the Supervisor of Elections. **(There is only one each.)**

State Senator: Bill Montford Senate District Number: 3

State Representative: Halsey Beashears House District Number: 7

E. TOTAL NUMBER OF ACRES BEING ACQUIRED OR TOTAL NUMBER OF ACRES BEING DEVELOPED: 8.2 Acres



### 3. FINANCIAL INFORMATION

**GRANT MATCH RATIOS:** (Based on the grant cap of \$200,000)

<u>Project Cost</u>	<u>State Share</u>	<u>Grantee Share</u>
\$50,000 or less	100%	0%
\$50,001 to \$150,000	75%	25%
\$150,001 up to \$400,000	50%	50%

Project Cost = State Share + Grantee Share

Refer to Chapter 62D-5.055(4), F.A.C. for complete information on match requirements and match types. ***The Total Project Cost (Line F) must equal the grant request (Line A) plus the total local match (Line E). This figure (Line F) should not total more than \$400,000 for the purpose of this application.***

A. FRDAP Funds Requested (State Share) Line A \$ 50,000

B. Local Funds Available: (Grantee Share)

1. Cash: Line B \$ 0

2. In-Kind: Line C \$ 0

3. Land Value: Line D \$ 0

***If property is developed, land value CANNOT be used as a match.***

Total Local Match: Line E \$ 0  
*Sum of lines B, C and D*

C. Total Cost of Proposed Project: Line F \$ 50,000  
*Sum of Lines A and E*  
***(Should not total more than \$400,000)***

***(If approved for REDI Match Waiver, fill out REDI Waiver Form located under FRDAP Administrative Forms at [www.dep.state.fl.us/parks/OIRS](http://www.dep.state.fl.us/parks/OIRS)) (Tab as Exhibit "O")***

Taylor County is eligible for the REDI Wavier but the project is \$50,000 which is 100% state funded.



## **ATTACHMENT A**

### **PROJECT WORK PLAN**

**Project Name** Hodges Park Improvements

**Grantee Name** Taylor County Board of Commissioners

**Please list the each project element along with its objective and estimated amount:**

#### **Primary Elements:**

Project Element 1 (description and amount):  
Improvements to playground including shade covering

Project Element 2(description and amount):  
Improvements to Beach access

Project Element 3(description and amount):  
Improvements to fishing pier

Project Element 4(description and amount):  
Renovations and improvements to picnic facilities

Project Element 5(description and amount):

Project Element 6(description and amount):

#### **Support Elements:**

Project Element 1 (description and amount):  
Installation of Security Light

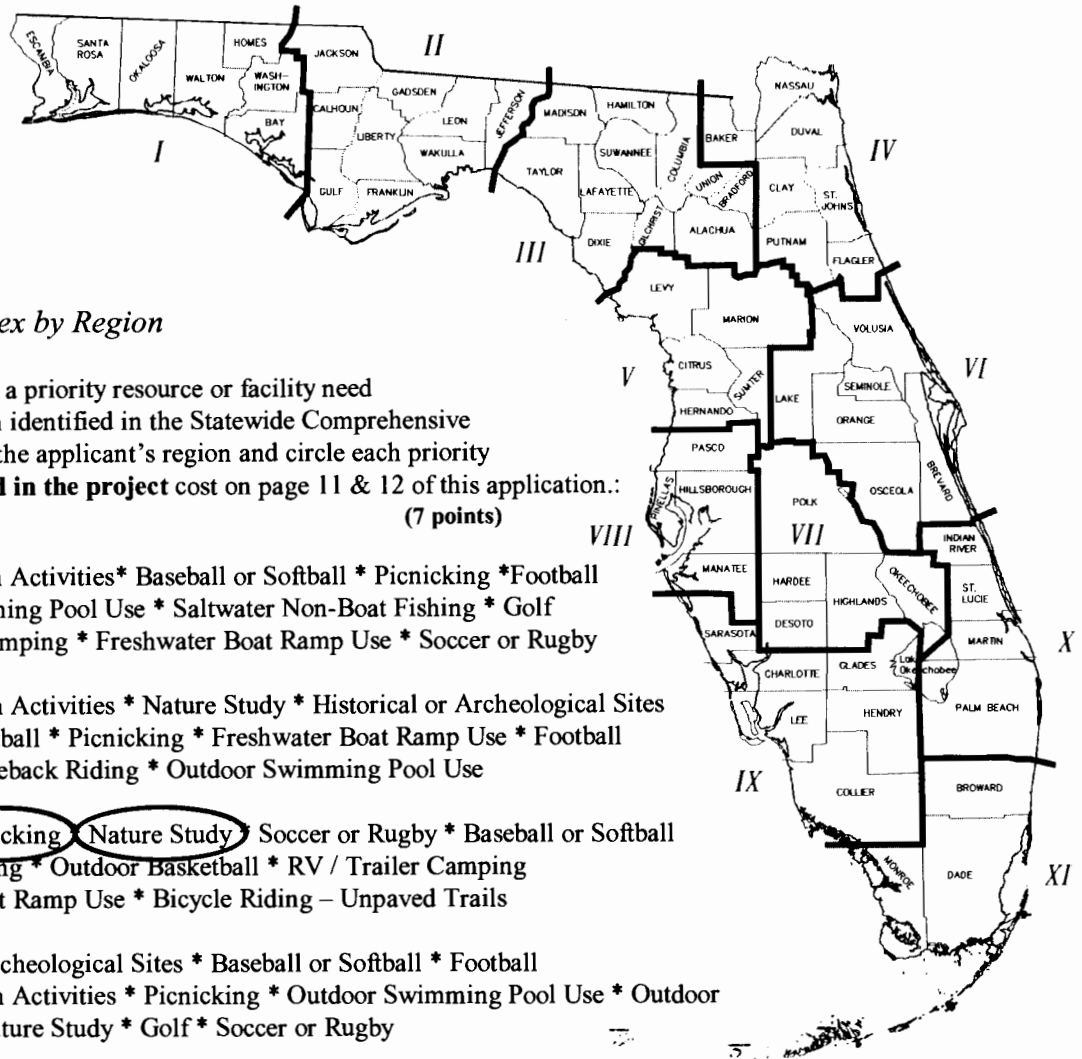
Project Element 2(description and amount):  
Improvements to restroom facility

Project Element 3(description and amount):  
Parking facility renovation (restriping designated parking area and spaces including handicap accessibilities)

Project Element 4(description and amount):  
Installation of nature study and habitat signage at picnic pavilions

Project Element 5(description and amount):

Project Element 6(description and amount):



## B. 2008 Relative Need Index by Region

The proposed project provides for a priority resource or facility need in the applicant's planning region identified in the Statewide Comprehensive Outdoor Recreation Plan. Locate the applicant's region and circle each priority resource/facility need as **proposed in the project** cost on page 11 & 12 of this application.:  
(7 points)

- \_\_\_\_\_ I Saltwater Beach Activities \* Baseball or Softball \* Picnicking \* Football  
Outdoor Swimming Pool Use \* Saltwater Non-Boat Fishing \* Golf  
RV / Trailer Camping \* Freshwater Boat Ramp Use \* Soccer or Rugby
- \_\_\_\_\_ II Saltwater Beach Activities \* Nature Study \* Historical or Archeological Sites  
Baseball or Softball \* Picnicking \* Freshwater Boat Ramp Use \* Football  
Hunting \* Horseback Riding \* Outdoor Swimming Pool Use
- X \_\_\_\_\_ III Football Picnicking Nature Study Soccer or Rugby \* Baseball or Softball  
Horseback Riding \* Outdoor Basketball \* RV / Trailer Camping  
Freshwater Boat Ramp Use \* Bicycle Riding – Unpaved Trails
- \_\_\_\_\_ IV Historical or Archeological Sites \* Baseball or Softball \* Football  
Saltwater Beach Activities \* Picnicking \* Outdoor Swimming Pool Use \* Outdoor  
Basketball \* Nature Study \* Golf \* Soccer or Rugby
- \_\_\_\_\_ V Picnicking \* Football \* RV / Trailer Camping \* Nature Study \* Baseball or Softball  
Bicycle Riding - Unpaved Trails \* Outdoor Basketball \* Soccer or Rugby  
Horseback Riding \* Outdoor Swimming Pool Use
- \_\_\_\_\_ VI Picnicking \* RV / Trailer Camping \* Football \* Baseball or Softball  
Outdoor Swimming Pool Use \* Nature Study \* Historical or Archeological Sites  
Outdoor Basketball \* Saltwater Beach Activities \* Soccer or Rugby
- \_\_\_\_\_ VII RV / Trailer Camping \* Picnicking \* Baseball or Softball \* Outdoor Swimming Pool Use  
Nature Study \* Freshwater Boat Ramp Use \* Football \* Golf \* Horseback Riding  
Outdoor Basketball
- \_\_\_\_\_ VIII Picnicking \* RV / Trailer Camping \* Baseball or Softball \* Football \* Outdoor Swimming Pool Use  
Saltwater Beach Activities \* Golf \* Outdoor Basketball \* Outdoor Tennis \* Soccer or Rugby
- \_\_\_\_\_ IX Picnicking \* RV / Trailer Camping \* Saltwater Beach Activities \* Outdoor Swimming Pool Use  
Golf \* Football \* Nature Study \* Baseball or Softball \* Outdoor Tennis \* Historical or Archeological  
Sites
- \_\_\_\_\_ X Football \* Golf \* Baseball or Softball \* Outdoor Swimming Pool Use \* Picnicking \* Outdoor Tennis  
Saltwater Beach Activities \* Outdoor Basketball \* RV / Trailer Camping \* Soccer or Rugby
- \_\_\_\_\_ XI Outdoor Swimming Pool Use \* Picnicking \* Football \* Baseball or Softball \* Saltwater Beach Activities

# **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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

**SUBJECT/TITLE:**


THE BOARD TO CONSIDER ADOPTION BY RESOLUTION THE  
2013-2014 FEE SCHEDULE FOR THE FLORIDA  
DEPARTMENT OF HEALTH OFFICE IN TAYLOR COUNTY,  
AS AGENDAED BY DUSTIN HINKEL, ASSISTANT COUNTY  
ADMINISTRATOR

**MEETING DATE REQUESTED:**

SEPTEMBER 17, 2013

**Statement of Issue:**

**THE BOARD TO ADOPT A FEE SCHEDULE BY  
RESOLUTION**

**Recommended Action:** APPROVE

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

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

**Contact:** 838-3500x7

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

**History, Facts & Issues:** THE BOARD APPROVED THE CORE CONTRACT AND FEE  
SCHEDULE AT THE SEPTEMBER 3, 2013 MEETING. PROCEDURE REQUIRES THAT  
THE FEE SCHEDULE BE ADOPTED BY RESOLUTION.

**Options:** APPROVE/NOT APPROVE

**Attachments:** FEE SCHEDULE  
RESOLUTON

Upon motion of Commissioner \_\_\_\_\_, with second by Commissioner \_\_\_\_\_, and by unanimous vote, the Board adopted the following Resolution:

### RESOLUTION

WHEREAS, the Taylor County Board of County Commissioners are required, pursuant to Chapter 154.06(1) F.S., to establish fees for primary care services offered by the Taylor County Health Department, and

WHEREAS, this Schedule of Fees has been presented and reviewed by the Taylor County Board of County Commissioners.

NOW, THEREFORE BE IT RESOLVED, that the Taylor County Board of County Commissioners do hereby confirm and adopt the 2013-2014 Fee Schedule, attached hereto, for the Taylor County Health Department. Said fee schedule shall be effective October 1, 2013 and in force and effect until changed by Resolution of the Taylor County Board of County Commissioners.

DONE AND ORDERED in Regular Session at Perry, Florida, this 17<sup>th</sup>. day of September, 2013.

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

BY: \_\_\_\_\_

PAM FEAGLE, Chairman

ATTEST:

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

**2013-2014 FEE SCHEDULE  
TAYLOR COUNTY HEALTH DEPARTMENT**

<b>DIAGNOSTIC SCREENINGS &amp; PROCEDURES</b>	<b>OFFICE CODE</b>	<b>CURRENT FEE</b>
Chest X-Ray (non-Tuberculosis related)		\$75.00
Tuberculosis Skin Test	86580	\$20.00
Colposcopy		\$100.00
Women's Health Screening (In conjunction with Doctors' Memorial)		\$75.00
Men's Health Screening		\$30.00

<b>CLASSES &amp; OTHER MISCELLANEOUS ITEMS</b>	<b>FEE</b>
Car Seat Ticket Class	\$10.00
Parenting Classes (Non-Healthy Start Clients)	Maximum \$50 Per Person
Smoking Cessation Classes	Maximum \$50 Per Person
General Health Education Classes (Materials + Per Person Fee)	Maximum \$50 Per Person
Domestic Violence Education Classes	Maximum \$50 Per Person
Healthy Workplace Education Classes	Maximum \$50 Per Person
Health Education Classes	Maximum \$50 Per Person
Other Classes Developed Based on Individual Requests and/or Needs	Maximum \$50 Per Person
Implanon or Other IUD Rod Removal/Insertion	Current CBR*
	\$1.00 for 1st 25 pages; additional pages
Copy of Medical Records for Entities as Described in FAC64B8-10.003	\$0.25 each
Patient Copy of Medical Records	\$0.25 Per Page

<b>CLINIC SERVICES BASED ON SLIDING FEE SCALE</b>	<b>OFFICE CODE</b>	<b>NEW PATIENT</b>	<b>ESTABLISHED PATIENT</b>
Established Brief/ Limited Office Visit	99211	\$21.00	\$21.00
New Problem/Established Problem Visit	99202/99212	\$73.00	\$42.50
New-Expanded Problem/Established Expanded Problem Visit	99203/99213	Current CBR*	\$80.00
New-Detailed Problem/Established Detailed Problem Visit	99204/99214	Current CBR*	\$104.50
Family Planning-Initial/Annual Exam;	(99XXX), (58300)	Current CBR*	Current CBR*
Family Planning Problem Focused	99212	N/A	\$38.00
Family Planning Supply Visit	99211	\$21.00	\$21.00
Family Planning Counseling Visit	99403	Current CBR*	Current CBR*
Child & Adult Physical Exam		Current CBR*	Current CBR*
Laboratory Tests		Cost + \$20 admin fee	Cost + \$20 admin fee
Adult Work Physicals		\$35.00	\$35.00
Athletic Physicals/School Physicals		\$35.00	\$35.00

<b>IMMUNIZATIONS</b>	<b>FEE</b>
All childhood immunizations ages 0-18	No Charge
Hepatitis A Vaccine (per injection) - Adult	\$97.00
Hepatitis B Vaccine (per injection)- Adult	\$89.00
Influenza High Dose for Population 65 Years of Age or Older (Flu shot)	\$50.00
Influenza Low Dose for Population under 65 Years of Age (Flu shot)	\$30.00
MMR vaccine - Adult	\$79.00
Pneumonia vaccine	\$86.00
Rabies Vaccine	Cost + \$20.00 Admin
TDAP	\$49.00
Tetanus/TD - Adult	\$39.00
HPV	\$163.00
Other client requested vaccines	Cost + \$20.00 Admin

<b>VITAL STATISTICS</b>	<b>FEE</b>
Certified copy of death certificates, each	\$10.00
Certified copy of birth certificates, first copy	\$12.50
Each additional copy	\$8.00

Proposed Change \$12.00

<b>ENVIRONMENTAL HEALTH FEES - COUNTY</b>	<b>FEE</b>
These fees are in addition to State Environmental Health Fees	
Water samples (collected and delivered to TCHD)	\$30.00
Water samples (collected by TCHD staff) 1st sample	\$60.00
Water samples (collected by TCHD staff) 2nd sample at same time	\$74.00
Lab fee for testing low risk animals- Rabies	\$150.00
Surcharge fee for site evaluation for septic tank	\$20.00
Surcharge fee for septic tank application	\$10.00
City Residents: Per City of Perry utility inspection	\$50.00
All other Environmental Health fees are mandated by the State of Florida and cannot be revised by this office.	

\*Current CBR- Current Medicaid Cost Based Reimbursement Rate

Increased to meet the Centers for Medicare & Medicaid Services Allowable Reimbursement Rate

Chairman's Signature

Approved: \_\_\_\_\_

Date \_\_\_\_\_

**2012-2013 DENTAL FEE SCHEDULE TAYLOR COUNTY HEALTH DEPARTMENT**

<b>DIAGNOSTIC SCREENINGS &amp; PROCEDURES</b>	<b>OFFICE CODE</b>	<b>CURRENT FEE</b>	
		<b>100% Pay</b>	<b>50% Pay</b>
Periodic Exam	D0120	\$30.00	\$15.00
Limited/Emergency Exam	D0140	\$50.00	\$25.00
Oral Evaluation (under age 3)	D0145	\$30.00	\$15.00
Comprehensive Exam	D0150	\$30.00	\$15.00
Full Mouth X-ray	D0210	\$60.00	\$30.00
Periapical, first film	D0220	\$16.00	\$8.00
Periapical, additional films	D0230	\$10.00	\$5.00
Bitewing, single film	D0270	\$16.00	\$8.00
Bitewing, two films	D0272	\$30.00	\$15.00
Bitewing, four films	D0274	\$40.00	\$20.00
Adult Prophyl	D1110	\$70.00	\$35.00
Child Prophyl	D1120	\$60.00	\$30.00
Fluoride (child)	D1203	\$20.00	\$10.00
Fluoride (mod. to high cares)	D1206	\$20.00	\$10.00
Oral hygiene instruction	D1330	\$10.00	\$5.00
Sealant, per tooth	D1351	\$20.00	\$10.00
Scaling & root planing per quad	D4341	\$90.00	\$45.00
Scaling & root planing, 1-3 quad	D4342	\$60.00	\$30.00
Gross debridement	D4355	\$70.00	\$35.00
Amalgam 1-surf prim or perm	D2140	\$70.00	\$35.00
Amalgam 2-surf prim or perm	D2150	\$80.00	\$40.00
Amalgam 3-surf prim or perm	D2160	\$90.00	\$45.00
Amalgam 4-surf prim or perm	D2161	\$100.00	\$50.00
Resin 1-surf anterior	D2330	\$80.00	\$40.00
Resin 2-surf anterior	D2331	\$90.00	\$45.00
Resin 3-surf anterior	D2332	\$100.00	\$50.00
Resin 4-surf anterior	D2335	\$110.00	\$55.00
Resin 1-surf posterior	D2391	\$80.00	\$40.00
Resin 2-surf posterior	D2392	\$90.00	\$45.00
Resin 3-surf posterior	D2393	\$100.00	\$50.00
Stainless steel crown	D2930	\$140.00	\$70.00
Sedative filling	D2940	\$60.00	\$30.00
Extraction, deciduous	D7111	\$50.00	\$25.00
Extraction	D7140	\$70.00	\$35.00
Surgical extraction	D7210	\$150.00	\$75.00
Incision and drainage	D7510	\$70.00	\$35.00

Effective Date Signed By Chairman

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

THIS AGREEMENT is by and between Taylor County Board of County Commisisoners (Owner) and  
ADVON Corporation (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:

*Taylor County Sports Complex – Phase 3, Taylor County, Florida. This project consists of completing a portion of the remaining aspects of the original Recreational Sports Complex located on North US 19 in Taylor County Florida including matching, connecting, joining and “tying-into” existing features currently on site not intended to be removed. Phase 3 will include construction of a Softball and a Baseball field, central concession building, irrigation and site lighting. The site lighting and irrigation will be designed, constructed and installed by MUSCO Lighting and Russell Daniels Irrigation, respectively. The central concession building is being constructed by Taylor County DOC Inmate Crews. The cost for these items shall not be included in the proposal. The Contractor will, however, be required to coordinate all construction activities with MUSCO’s, Russell Daniel’s, and the Taylor County Inmate Crew’s work.*

*Contractor shall construct, and install the site work and amenities as detailed and specifically defined by, and limited to, the work items identified in Contractor’s proposal for Phase 3 of the Taylor County Sports Complex (Exhibit to this agreement, pages 1 ~ 11 inclusive.). Scope of work will include demonstration of specifcaiton compliance for all facets of the project within Contractor’s Scope of Work throughout the life of the project and will further extend throughout the full warranty period.*

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

**ARTICLE 3 - ENGINEER**

3.01 The Project has been designed by:

Taylor County Engineering Division  
201 East Green St.  
Perry, Florida 32347

Russell Daniel Irrigation Company, LTD  
P.O. Box 907  
Havana, FL 32333

MUSCO SPORTS LIGHTING, LLC  
100 1<sup>st</sup> Avenue West  
Oskaloosa, IA 52577

Barry Wilson Architecture  
Shady Grove, FL 32357-0530

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 100 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 120 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 one-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, 5.01.B, and 5.01.C below:

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

Two Hundred Thirty Nine Thousand Four Hundred and Seventy Five Dollars	(\$239,475.00)
(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). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional 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 19 sheets with each sheet bearing the following general title: Taylor County Sports Complex - Phase 3 [or] the Drawings listed on attached sheet index.
7. Addenda (numbers 1 to 1, inclusive).

8. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid (pages 1 to 11, inclusive).
- b. Documentation submitted by Contractor prior to Notice of Award (pages 12 to 22, 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.

#### 10.06 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:**

ADVON Corporation

By: William G. Graham

Title: President

[CORPORATE SEAL]

Attest: Scott R. Brooks

Title: Vice President

Address for giving notices:

ADVON CORPORATION

1300 Timberlane Rd

Tallahassee, FL 32312

License No.: CGC 026737 (Florida)

(Where applicable)

Agent for service or process: William G. Graham

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

# 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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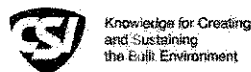
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. 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

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#### 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 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

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### 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**

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### 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 therefor 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 therefor 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.

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## ARTICLE 5 - BONDS AND INSURANCE

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### 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

may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

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

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

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

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

invention, design, process, product, or device not specified in the Contract Documents.

#### 6.08 *Permits*

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

#### 6.09 *Laws and Regulations*

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

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

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### **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**

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### **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

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#### 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**

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### **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

any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### 11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

### **ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES**

#### 12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the

Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. Contractor's Fee: The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an

amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

## 12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

## 12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

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**

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### 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**

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#### 14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

#### 14.02 *Progress Payments*

##### A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

##### B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the

accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon 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

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#### 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

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#### 16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become

final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
2. agrees with the other party to submit the Claim to another dispute resolution process, or
3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

## ARTICLE 17 - MISCELLANEOUS

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### 17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### 17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### 17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### 17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive

final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

### 17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

### 17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

### 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 five 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) <i>Each person</i>           | <i>\$1,000,000</i> |
|    | 2) <i>Each Accident</i>         | <i>\$1,000,000</i> |
| b. | <i>Property Damage:</i>         |                    |
|    | 1) <i>Each Accident</i>         | <i>\$ 500,000</i>  |
| c. | <i>Combined Single Limit of</i> | <i>\$1,000,000</i> |

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) <i>Each Accident</i>    | <i>\$1,000,000</i> |
|    | 2) <i>Annual Aggregate</i> | <i>\$1,000,000</i> |
| b. | <i>Property Damage:</i>    |                    |
|    | 1) <i>Each Accident</i>    | <i>\$1,000,000</i> |
|    | 2) <i>Annual Aggregate</i> | <i>\$1,000,000</i> |

**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  
David Parker, Project Manager  
Kenneth Dudley, County 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.*



TAYLOR COUNTY SPORTS COMPLEX - PHASE 3

1003-001-ENG

**BID FORM**Taylor County Sports Complex - Phase 31003-001-ENG**TABLE OF ARTICLES**

<u>Article</u>	<u>Article No.</u>
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**ARTICLE 1 - BID RECIPIENT****1.01 This Bid is submitted to:**

*Taylor County Board of County Commissioners  
Clerk of Court  
1<sup>st</sup> Floor Courthouse, Suite 102  
108 North Jefferson St.  
Perry, Florida 32348*

**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>
<u>1</u>	<u>6/10/13</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

TAYLOR COUNTY SPORTS COMPLEX - PHASE 3

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- 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 Taylor County Sports Complex - Phase 3, Taylor County, Florida. This project consists of completing a portion of the remaining aspects of the original Recreational Sports Complex located on North US 19 in Taylor County Florida including matching, connecting, joining and "tying-into" existing features currently on site not intended to be removed. Phase 3 will include construction of a Softball and a Baseball field, central concession building, irrigation and site lighting. The site lighting and irrigation will be designed, constructed and installed by MUSCO Lighting and Russell Daniels Irrigation, respectively. The central concession building is being constructed by Taylor County DOC Inmate Crews. The cost for these items shall not be included in the proposal. The Contractor will, however, be required to coordinate all construction activities with MUSCO's, Russell Daniel's, and the Taylor County Inmate Crew's work.
- 5.02 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Total Lump Sum Bid Price - Phase 3	<u>Four hundred Forty Nine thousand- nine hundred, Forty.</u>	<u>\$ 449,940</u>
	(words)	(numerals)

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

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

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

#### ARTICLE 6 - TIME OF COMPLETION

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

#### ARTICLE 7 - ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of Bid Bond
  - B. Certificate of Liability Insurance or Agency Statement
  - C. Declaration Page form Workers' Compensation Insurance or Exemption Issued by the State of Florida

TAYLOR COUNTY SPORTS COMPLEX - PHASE 3

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- D. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)
- E. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed work, Value of work, % of total)
- F. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
- G. List of Project References
- H. Required Bidder Qualification Statement with Supporting Data (Licensure/Certification/Registration)
- I. Public Entry Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
- J. 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): \_\_\_\_\_

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A CorporationCorporation Name: Advon Corporation (SEAL)State of Incorporation: FloridaType (General Business, Professional, Service, Limited Liability): General ContractorBy: [Signature]  
(Signature -- attach evidence of authority to sign)Name (typed or printed): William GrahamTitle President (CORPORATE SEAL)Attest [Signature]Date of Authorization to do business in FLORIDA is 12 / 7 / 09A 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: 1300 Timberlane Rd.Tallahassee, FL 32312

TAYLOR COUNTY SPORTS COMPLEX - PHASE 3

2003-001-ENG

Phone No. 850-727-7626 Fax No. 850-807-2529

SUBMITTED on June 14, 2013

State Contractor License No. CGC026737 (If applicable)

GENERAL CONDITIONS	Notes	Quantity	Unit	Unit Price	Total
Supervision & Management		1	LS	\$46,751.00	\$46,751.00
Field Office and Supplies		1	LS	\$3,250.00	\$3,250.00
Site Maintenance and Clean-up		1	LS	\$1,850.00	\$1,850.00
Temporary Utilities and Facilities		1	LS	\$475.00	\$475.00
Quality Control and Testing		0	LS	\$3,000.00	\$0.00
Document Reproduction		1	LS	\$270.00	\$270.00
Layout & Engineering		1	LS	\$4,900.00	\$4,900.00
Small Tools		1	LS	\$750.00	\$750.00
Div. Subtotal:					\$58,246
SITE WORK	Notes	Quantity	Unit	Unit Price	
Mobilization		1	LS	\$5,000.00	\$5,000.00
Clear and Grub		3	ACRES	\$1,500.00	\$4,500.00
Erosion Control		1523	LF	\$3.25	\$4,949.75
Sewer and Water Utilities		0	LS	\$36,093.00	\$0.00
Infield Subgrade		10231	SF	\$0.85	\$8,696.35
Warning Track Subgrade		0	SF	\$0.85	\$0.00
Outfield Rough Grade		69449	SF	\$0.15	\$10,417.35
Concrete Flatwork Subgrade			SF	\$0.85	\$0.00
Rough and Finish Grade Outside of Playing Fields		37093	SF	\$0.50	\$18,546.50
Outfield Rough Grade at Warning Track		6342	SF	\$0.15	\$951.30
Rough and Finish Grade at Sidewalk Areas		7479	SF	\$0.50	\$3,739.50
Div. Subtotal:					\$56,801
FENCING	Notes	Quantity	Unit	Unit Price	
Fencing		1	LS	\$54,731.00	\$54,731.00
Div. Subtotal:					\$54,731
SITE FURNISHINGS	Notes	Quantity	Unit	Unit Price	
Site Benches			EA	\$968.00	\$0.00
Trash Receptacles			EA	\$546.60	\$0.00
Div. Subtotal:					\$0
PLAYING FIELD CONSTRUCTION & SODDING	Notes	Quantity	Unit	Unit Price	
Field Work - Laser Grading and Sodding		83360	SF	\$0.65	\$54,184.00
Skinned Areas			Tons	\$95.45	\$0.00
Warning Track			Tons	\$95.45	\$0.00
Sodding - Outside of Playing Fields		37093	SF	\$0.32	\$11,869.76
Sodding at Sidewalk Areas (No Sod at Dug-outs or Bleacher Pads)		7479	SF	\$0.32	\$2,393.28
Div. Subtotal:					\$68,447
CONCRETE	Notes	Quantity	Unit	Unit Price	
Sidewalks			SF	\$3.25	\$0.00
Dug-outs			SF	\$3.75	\$0.00
Bleacher Pads			SF	\$3.00	\$0.00
CIP Concrete Seat/ Cap			CY	\$425.00	\$0.00
Reinforcing Steel			LS	\$5,418.00	\$0.00
Div. Subtotal:					\$0
MASONRY	Notes	Quantity	Unit	Unit Price	
Masonry CMU			EA	\$7.75	\$0.00
Div. Subtotal:					\$0
ROUGH CARPENTRY	Notes	Quantity	Unit	Unit Price	
Dug-outs and ADA Covers			SF	\$7.03	\$0.00
Div. Subtotal:					\$0
ROOFING	Notes	Quantity	Unit	Unit Price	
Dug-outs and ADA Covers			SF	\$2.75	\$0.00
Div. Subtotal:					\$0
JOINT SEALANTS	Notes	Quantity	Unit	Unit Price	
Sidewalks Expansion Joints			LF	\$1.02	\$0.00
Div. Subtotal:					\$0
SIGNAGE	Notes	Quantity	Unit	Unit Price	
Signage		1	LS	\$1,250.00	\$1,250.00
Div. Subtotal:					\$1,250
ATHLETIC EQUIPMENT	Notes	Quantity	Unit	Unit Price	
Bat Racks			EA	\$86.00	\$0.00
Turf and Sock Frame			EA	\$1,422.00	\$0.00
Div. Subtotal:					\$0
ATHLETIC EQUIPMENT	Notes	Quantity	Unit	Unit Price	
Bleachers			EA	\$3,162.00	\$0.00
Bleacher Covers			EA	\$7,450.00	\$0.00
Dug-out Benches			EA	\$481.25	\$0.00
Div. Subtotal:					\$0
Total					\$239,475

**Taylor County Sports Complex Phase 3 – Scope of Work**

All conditions of the Contract Documents are included with the following qualifications and exclusions:

General Conditions

- a. Materials Testing is excluded.

Site Work

- 1) Furnish and Install Erosion Control is included.
- 2) Clear and Grub is included.
- 3) Prepare Infield Skinned Area Subgrade is included. Existing soil is considered to be acceptable for filter course.
- 4) Outfield Rough Grade is included. Existing soil is considered to be acceptable for topsoil/ prepared soil mix and filter course; therefore, no import is included and sodding can be laid on the existing graded soil.
- 5) Rough Grade and Finish Grade Outside of Playing Area is included (See attached Sheet indicating the limits of this scope) Existing soil is considered to be acceptable for topsoil/ prepared soil mix and filter course; therefore, no import is included and sodding can be laid on the existing graded soil.
- 6) The following items are excluded:
  - a. Grading and preparing subgrade for concrete flatwork.
  - b. Furnishing and Installing Sewer and Water Utilities
  - c. Grading and preparing the subgrade for the Warning Track. This is now scheduled to be sodded.

Fencing

- 1) All fencing as indicated in the Contract Documents is included except for the bullpen areas. (See attached Sheet Indicating areas deleted from scope)

Site Furnishings

- 1) All site furnishings are excluded including but not limited to site benches and trash receptacles.

Playing Field Construction and Sodding

- 1) The playing fields soil will be prepared and laser graded. This includes laser grading the skinned areas. Clay to be placed and graded by others to + or – 0.10 of a foot.
- 2) The playing field will be sodded with tiffway 419. This includes the warning track area.
- 3) The areas outside of the field will be sodded with tiffway 419. (See attached Sheet indicating the limits of this scope).
- 4) Furnish and Install the bases, anchors and home plates.
- 5) The following scope is excluded:



- a. Furnishing and installing any clay.
- b. Furnishing and installing any warning track materials. This area to be sodded.

Concrete

- 1) All concrete work is excluded including but not limited to the sidewalks, dugout slab, ADA slabs, bleacher slabs, CIP concrete seat/ cap, etc.

Masonry

- 1) All masonry work is excluded including but not limited to the masonry at the dug-out and planters.

Rough Carpentry

- 1) All rough carpentry work is excluded including but not limited to the dug-out and ADA covered shelters.

Roofing

- 1) All roofing work is excluded including but not limited to the dug-out and ADA covered shelters.

Joint Sealants

- 1) All joint sealant work is excluded including but not limited to the sidewalk joints.

Signage

- 1) All signage as indicated in the Contract Documents is included.

Athletic Equipment

- 1) All athletic equipment is excluded including but not limited to the bat racks, athletic turf and sock frame.

Bleachers and Dug-out Benches

- 1) All bleachers, bleacher covers and dug-out benches are excluded.





TAYLOR COUNTY SPORTS COMPLEX - PHASE 3

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**HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT**

COMES NOW, Advon Corporation 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:

*Taylor County Sports Complex - Phase 3  
Taylor County, Florida*

*Taylor County Sports Complex Phase 3 Contract.* The intent of this contract is to secure all labor and equipment required for completion of Phase 3 of the Taylor County Sports Complex as more fully described within the project manual, construction plans and supplements.

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.

TAYLOR COUNTY SPORTS COMPLEX - PHASE 3

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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 14<sup>th</sup> day of June, 2013

WITNESS:

Shari E.  
Shari E.

George B. Auld

STATE OF FLORIDA  
COUNTY OF Leon

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, William A. Jacques, III 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 14<sup>th</sup> day of June, 2013



**William A. Jacques, III**  
State of Florida  
MY COMMISSION # FF 12378  
Expires: April 25, 2017

William A. Jacques, III  
NOTARY PUBLIC  
My Commission Expires 04/25/2017

Accepted by Taylor County, Florida this \_\_\_\_ day of \_\_\_\_\_

By \_\_\_\_\_

TAYLOR COUNTY SPORTS COMPLEX - PHASE 3

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**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. 2003-001-ENG  
for Taylor County Sports Complex-Phase 3

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

Whose business address is 1300 Timberlane Rd, Tallahassee, FL 32312

\_\_\_\_\_ and

(if applicable) its Federal Employer Identification Number (FEIN) is 27-1623997  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn

statement \_\_\_\_\_.)

3. My name is William Graham and my relationship to the entity  
whose name above is President

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 embezzlement, 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 predecessor or successor of a person convicted of a public entity crime; or
  - 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

TAYLOR COUNTY SPORTS COMPLEX - PHASE 3

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

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

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

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, 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 officer 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.)

Claudia A. Arla  
(Signature)

14 JUNE 2013  
(Date)

STATE OF FLORIDA

COUNTY OF Leon

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

who, after first being sworn by me, affixed his/her signature in the space provided above on this 14<sup>th</sup> day

of June, 2013.

My commission expires: 04/25/2017

[Signature]  
NOTARY PUBLIC



William A. Jacques, III  
State of Florida  
MY COMMISSION # FF 12376  
Expires: April 25, 2017

TAYLOR COUNTY SPORTS COMPLEX - PHASE 3

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**NON-COLLUSION AFFIDAVIT**

(STATE OF FLORIDA, COUNTY OF TAYLOR)

William Graham being first duly sworn, deposes and says that:

- (1) He/She/They is/are the President  
(Owner, Partner, Officer, Representative or Agent)  
of Advon Corporation 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:

[Signature]  
Witness  
[Signature]  
Witness

By: [Signature]  
Signature  
William Graham, President  
Print Name and Title

STATE OF FLORIDA, COUNTY OF Leon

On this the 14<sup>th</sup> day of June, 2013, before me, the undersigned Notary Public of the State of Florida, personally appeared (Name/s) of individual(s) who appeared before notary) William A. Jacques, III 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:

SEAL OF OFFICE:

William A. Jacques, III  
(Name of Notary Public: Print, Stamp or type as commissioned)

[Signature]  
Notary Public, State of Florida



William A. Jacques, III  
State of Florida  
MY COMMISSION # FF 1237.  
Expires: April 25, 2017

\_\_\_ Personally known to me, or

\_\_\_ Did take an oath, or

X Personal identification:

\_\_\_ Did Not take an oath.

FDL 6650-958-57-105-0  
Type of Identification Produced



**LIST OF**  
**SUBCONTRACTORS**

**DATE:** June 14, 2013

**FOR THE CONSTRUCTION OF:** Taylor County Sports Complex Phase III 1685 U.S. 19 Perry, FL 32347

<b><u>SUBCONTRACT</u></b>	<b><u>NAME OF SUBCONTRACTOR</u></b>	<b><u>VALUE OF WORK</u></b>	<b><u>% OF TOTAL</u></b>
1. Field Construction	Southeastern Field Construction	\$102,775	23%
2. Sitework/U.G. Utilities	Blue Rok	\$98,361	22%

**LIST OF SUPPLIERS****DATE:** June 14, 2013**FOR THE CONSTRUCTION OF:** Taylor County Sports Complex Phase III 1685 U.S. 19 Perry, FL 32347

<b><u>SUPPLIES</u></b>	<b><u>VALUE OF SUPPLIES</u></b>	<b><u>% OF TOTAL</u></b>
<b>1. Rep Services</b>	<b>\$8,245</b>	<b>2%</b>
<b>2. Taylor Supply</b>	<b>\$1,925</b>	<b>0.5%</b>
<b>3. International</b>	<b>\$14,900</b>	<b>3%</b>
<b>4. Vulcan</b>	<b>\$20,000</b>	<b>4.5%</b>
<b>5. Crimson Stone</b>	<b>\$50,000</b>	<b>11%</b>
<b>6. Southeastern Seating</b>	<b>\$12,648</b>	<b>3%</b>



# CERTIFICATE OF LIABILITY INSURANCE

ADVON-1 Exhibit OP ID: GS

DATE (MM/DD/YYYY)  
06/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Earl Bacon Agency, Inc 3131 Lonnblad Road P.O. Box 12039 Tallahassee, FL 32317 John R. Nylan, Jr/A194134		<b>Phone:</b> 850-878-2121 <b>Fax:</b> 850-878-2128	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>EMAIL ADDRESS:</b>
<b>INSURED</b> Advon Corporation Bill Graham 4531 Argyle Lane Tallahassee, FL 32309		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Admiral Insurance Co. <b>INSURER B:</b> Technology Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	Y/Y/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Non-Own Auto \$1Mi GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CA000017628-01	04/15/2013	04/15/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC3350897	04/20/2013	04/20/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER**

TACOP10

Taylor County Sports Complex  
Phase III  
1685 US 19  
Perry, FL 32347**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# Technology Insurance Company

A Stock Insurance Company  
20 Trafalgar Square, Suite 459  
Nashua, NH 03063

Exhibit

## WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 00 01 B

1 of 4

INFORMATION PAGE

Ncci Code: 39071

### 1. Insured:

**Advon Corporation**

4531 Argyle Lane

Tallahassee FL 32309

Other workplaces not shown above:

See Extension of Information Page

Producer:

AmTrust North America, Inc.

c/o Earl Bacon Agency, Inc.

Post Office Box 12039

Tallahassee FL 32317-2039

**Policy Number: TWC3350897**

☐ Individual ☐ Partnership  
☒ Corporation

Federal Tax ID: 271623997

Risk Id:

Renewal of: TWC3310077

2. The policy period is from 4/20/2013 to 4/20/2014 12:01 a.m. at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Florida

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A.  
The limits of our liability under Part Two are:

State	Bodily Injury by Accident	Bodily Injury by Disease	Bodily Injury by Disease
FL	\$ 1,000,000 each accident	\$ 1,000,000 policy limit	\$ 1,000,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:  
All states except ND, OH, WA, WY and State(s) Designated in Item 3A.

D. This policy includes these endorsements and schedules:

WC 00 00 00 B, WC 99 00 01 B, WC 00 04 04, WC 00 04 14, WC 00 04 19, WC 09 03 03, WC 09 04 02, WC 09 04 03A, WC 09 06 06

THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • WATERMARK • PATENTED PAPER

AC# 6279912

## STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12081703080

DATE	BATCH NUMBER	LICENSE NBR
08/17/2012	120069769	CGC026737

The GENERAL CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489, FS.  
Expiration date: AUG 31, 2014

GRAHAM, WILLIAM G  
ADVON CORPORATION  
4531 ARGYLE LN  
TALLAHASSEE

FL 32309

RICK SCOTT  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON  
SECRETARY



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

Advon Corporation

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

03/15/2012 to 03/15/2014

John P Miles, Secretary

Florida Department of Management Services  
Office of Supplier Diversity

Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399-0950 • 850.487.0915 • [www.osd.dms.state.fl.us](http://www.osd.dms.state.fl.us)

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

Taylor County E911 Fall Maintenance Grant

AP

**MEETING DATE REQUESTED:**

September 17, 2013

**Statement of Issue:** This grant is to cover maintenance expenses associated with Taylor County's E911 system.

**Recommended Action:** Approve grant application.

**Fiscal Impact:** \$42,583.41.00

**Budgeted Expense:** Y/N No / 100% grant

**Submitted By:** Rena' Courtney, 911 Coordinator

**Contact:** 850.584.2429

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** This grant will help cover maintenance expenses associated with the E911 system. There is no match requirement for this grant as it is 100% funded by the State E911 Board.

**Options:**

**Attachments:** Grant application.

**APPLICATION FOR**

***THE E911 RURAL COUNTY GRANT  
PROGRAM***

**W Form 1A, incorporated by reference in Florida Administrative  
Code Rule 60FF1-5.002 Rural County Grants, E911 Rural County  
Grant Application, effective 1/1/2012**



## **1.0 Purpose**

The E911 Rural County Grant Program is to assist rural counties with the installation and maintenance of an Enhanced 911 (E911) system and to provide “seamless” E911 throughout the State of Florida.

## **2.0 Eligibility**

The Board of County Commissioners in any county in the State of Florida with a population of less than 75,000 as per the most recent published data from the *Florida Association of Counties' Directory* is eligible to apply for this grant program. Funding priorities are established in Addendum I.

## **3.0 Definitions**

- A. Enhanced 911 (E911): As defined by Section 365.172(3)(i), Florida Statutes, and as referenced in the State E911 Plan under Section 365.171, Florida Statutes.
- B. E911 Maintenance: Means the preventative, routine and emergency maintenance required by the State E911 Plan, in order to maintain the E911 System in operable working condition.
- C. E911 System: Means the Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping and call answering communications equipment.
- D. Government Accounting Standards Board (GASB): Means the independent organization that establishes and improves standards of accounting and financial reporting for U.S. state and local governments.
- E. Next Generation 911 (NG-911): Means the designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service and, in addition, directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the request originated, or as otherwise provided in the State E911 Plan under Section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location identification features and emergency data information through managed IP-based networks.
- F. Public Safety Answering Point (PSAP): As defined by Section 365.172(3)(a), Florida Statutes, and as referenced in the State E911 Plan under Section 365.171, Florida Statutes.

#### **4.0 E911 Rural County Grant Program Calendar**

	<b>Spring Schedule</b>	<b>Fall Schedule</b>
Counties submit Application	by April 1	by October 1
E911 Board Members evaluate applications	April – May	October – November
E911 Board votes on applications to fund at regularly scheduled meeting	April – June	October – December
E911 Board sends notification of funding and issues check to counties approved for funding	before June 30	before December 30
Implementation period	One year from receipt of award and funds.	One year from receipt of award and funds.
Expiration of the right to incur costs	Two years from receipt of award and funds.	Two years from receipt of award and funds.

#### **5.0 General Conditions**

- 5.1 Applications must be delivered to the following address:  
**State of Florida E911 Board**  
**ATTN: E911 Board Administrative Staff**  
**4030 Esplanade Way, Suite 160**  
**Tallahassee, Florida 32399-0950**
- 5.2 The applicant must provide one original of the pages for Application Form items 1 through 14 and the associated quotes. The grant application package must be postmarked or delivered on or before April 1 or October 1 of each year, dependent on the spring or fall application period. Failure to provide these documents will result in automatic rejection of the grant application. One scanned copy of the entire submitted package should also be provided on a CD-ROM, to ensure quality of the documents to be reviewed.
- 5.3 The E911 Board will not consider leasing of equipment unless the applicant can show that leasing rather than purchase will reduce total costs. Leasing costs should be calculated to account for only the first year warranty and maintenance costs and should not include upfront maintenance costs to reduce the lease amount.
- 5.4 All grant applications shall be accompanied by at least one complete quote for equipment or services, except for funding limitation item 6.3.7. Grant applications totaling \$35,000.00 or more must be accompanied by at least three written substantiated competitive complete quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment and service deliverables. The E911 Board will compare the three quotes to any existing state contract in order to determine appropriate funding. Any county that has made a good faith effort to obtain at least three competitive quotes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of request for quotes or posting of the request with documentation of the limited responses.

- 5.5 If the grant application does not exceed the threshold amount of \$195,000, the county can initiate a request for approval for sole source funding. These will be considered on a case-by-case basis. Justification for sole source funding shall be provided with the application. Sole source will be approved if provided in accordance with Chapter 287, Florida Statutes, or with provision of a letter from the county's purchasing department that the project is a sole source procurement based on the county's purchasing requirements, which shall be provided with this grant application.
- 5.6 Rather than submitting multiple application requests for maintenance, all eligible maintenance requests should be combined into a single application request and include a breakdown of the individual components of the E911 system maintenance costs that are requested for funding assistance in the application. Grant applications for maintenance, where the county obtained a grant or utilized county funds to purchase equipment and obtained three competitive quotes for the first year of maintenance, or met the requirements of General Conditions items 5.4 or 5.5, are not required to provide three written quotes with an application for an additional year of maintenance.
- 5.7 All maintenance requests should include on the vendor's quote for service the beginning and ending term for each maintenance request. Grant awards will be limited to maintenance contracts beginning prior to or within the maintenance cycle of the grant program. Spring cycle maintenance requests should be submitted for maintenance beginning May through October. Fall cycle maintenance requests should be submitted for maintenance beginning November through April.
- 5.8 Applicants requesting items from different funding priorities should complete a separate application for each priority. See Addendum I - Funding Priorities for the E911 Rural County Grant Program for a listing of funding priorities. Items from the same funding priorities should be combined in the same application and shall comply with General Condition items 5.4 and 5.5.
- 5.9 Should two or more rural counties jointly apply for a grant, each county will be required to complete and submit a grant application detailing the funds requested and the county responsible for the funds, in addition to one combined grant application detailing the entire project and a memorandum of understanding of all counties involved. The combined grant application shall comply with General Condition items 5.4 and 5.5.
- 5.10 Procurement shall be based on the county's purchasing requirements and the applicable State purchasing requirements, including Section 112.061, Florida Statutes. All travel and associated per diem costs proposed shall be in compliance with General Conditions item 6.3.8.
- 5.11 Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county grant application request or grant award be less than the projected cost of the equipment or service, the county should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.

## **6.0 Limitation on Use of Funds**

- 6.1 Only eligible expenses for E911 service listed in Section 365.172(9), Florida Statutes, (Appendix I) that are not specifically excluded in this application will be funded.
- 6.2 Specifically excluded E911 expenses:
  - 6.2.1 Salaries and associated expenses for 911 coordinators and call takers or other 911 personnel will not be funded.
  - 6.2.2 Wireline database costs from the Local Exchange Carrier, vehicle expenses, outside plant fiber or copper cabling systems, consoles, workstation furniture and aerial photography expenses will not be funded.
- 6.3 Funding limitations are specified on the following items:
  - 6.3.1 Equipment maintenance and warranty costs will not be funded on more than an annual basis.
  - 6.3.2 Grant funding shall be limited to eligible equipment maintenance and warranty costs for a primary PSAP and one other PSAP per county; either a primary, a secondary or a backup.
  - 6.3.3 Grant funding shall be limited to eligible mapping maintenance and warranty costs for a primary PSAP and one other PSAP per county; either a primary, a secondary or a backup.
  - 6.3.4 Grant funding for customer premise equipment shall be limited (per grant cycle) to eligible expenditures for a primary PSAP only.
  - 6.3.5 Selective router equipment costs are limited to the primary PSAP system and are limited to one per county.
  - 6.3.6 Training cost funding is limited to new system & equipment training.
  - 6.3.7 Training conference and meeting funding opportunities shall be limited and include meetings and training conference fees, travel, lodging and expenses for either the Florida Spring or Fall Meeting and training conference that is scheduled within one year following the grant award. The funding request is limited to county 911 coordinator attendance only. A quote is not required for this request; however, the estimated costs should be based on actual projected travel costs. All remaining unused travel funds cannot be utilized for other purposes and shall be returned to the E911 Board. Application requests are limited to one per grant cycle; however, funding for attendance to both meetings in one year is allowable, based on separate grant cycle award and availability of grant program funding.

- 6.3.8 The allowable grant funding for travel expenses is limited to the authorized amounts established in Section 112.061, Florida Statutes, and the Department of Financial Services Guidelines for State Expenditures. Allowable costs for daily per diem shall not exceed \$186.00.

## **7.0 Approval and Award**

- 7.1 The E911 Board will review each application for compliance with the requirements of terms and conditions.
- 7.2 Grant awards will be withheld for any county that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous rural county grant awards.
- 7.3 Applications will be awarded based upon the priorities set by the E911 Board as listed in Addendum I - Funding Priorities for the E911 Rural County Grant Program.
- 7.4 The E911 Board will adjust the amount awarded to a county based upon the availability of funds, eligibility of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed E911 function as specified in the State E911 Plan, or documented factors provided in the grant application submission.
- 7.5 Any county that requires Board of County Commissioner approval of the grant program funding, prior to commencement of the project, shall notify the E911 Board in Application Form item #10. Grant funds for approved grant applications will be held until the county provides written notification to the E911 Board of the Board of County Commissioners approval of the project prior to the funds being disbursed from the E911 Trust Fund.
- 7.6 Any conditional hold, for documentation submittal referenced in 7.2 and 7.5, is limited to the last regularly scheduled E911 Board meeting application vote established in the grant program calendar.

## **8.0 Financial and Administrative Requirements**

- 8.1 Grant funds shall be deposited in an interest bearing account maintained by the grantee, and each grant shall be tracked using a unique accounting code designator for deposits, disbursements and expenditures assigned by the county. All grant funds in the account maintained by the grantee shall be accounted for separately from all other funds. Accounting shall be consistent with GASB 31 financial reporting.
- 8.2 Grant funds, including accrued interest, can only be used between the beginning and ending dates of the grant term, unless the E911 Board authorizes an extension.
- 8.3 The right to incur costs under this grant expires two years from receipt of award and funds. The grantee may not incur costs for payment with grant funds past the expiration date.

- 8.4 On grant awards of \$100,000.00 or more, any interest generated must be spent as part of this project or the earned interest shall be returned to the E911 Board. Utilization of the earned interest funds shall be authorized through an approved Request for Change Form and expenditure documentation shall be included in the final report. On grant awards of \$100,000.00 or less, any interest generated can be spent as part of this project or used for other allowable E911 expenditures listed in Section 365.172(9), Florida Statutes.
- 8.5 Responsibility for property and equipment obtained under a grant cannot be transferred under any circumstances. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro rata basis.
- 8.6 The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained for a minimum of five years or thereafter until the effective replacement date of the system.

## **9.0 Grant Reporting Procedures**

- 9.1 Grantees will be required to submit quarterly reports summarizing all expenditures and status of the grant project. Quarterly reports shall include an updated Application Form item #12 Budget/Expenditure Report and a completed Appendix III Quarterly Report Form.
- 9.1.1 Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.
- 9.1.2 Earned interest shall be reported cumulatively and included with each quarterly report.
- 9.1.3 Updated reports and associated information should be e-mailed to [E911Board-ElectronicGrantReports@dms.myflorida.com](mailto:E911Board-ElectronicGrantReports@dms.myflorida.com).
- 9.2 At project completion, a final report shall be submitted based on the same reporting requirements described in grant reporting item 9.1. The county shall determine the final completion date based on the final payment date, or the initiation date of the warranty period. Final documentation including copies of all expenditures and corresponding invoices shall be submitted within 90 days of the final report.
- 9.3 No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the form attached in Appendix II, Request for Change Form. Any unauthorized change shall require the return of grant funds, plus any interest accrued.
- 9.3.1 Time extension requests will not be granted unless the county has executed a contract for the grant equipment and/or services, or demonstrates good cause for failure to execute a contract within twelve months of award. Good cause documentation shall include a new project timeline schedule.

- 9.3.2 Time extensions shall be limited to a maximum of one additional year when approved by the E911 Board.
- 9.3.3 Request for Change forms and associated information should be e-mailed to [E911Board-ElectronicGrantReports@dms.myflorida.com](mailto:E911Board-ElectronicGrantReports@dms.myflorida.com).
- 9.4 The Appendix III Quarterly Report Form shall inform the E911 Board of significant impacts to grant supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions which will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- 9.5 The County's Board of County Commission chairperson shall be notified when overdue quarterly reports, final reports and final documentation is not received before the next E911 Board meeting following the month after the end of the quarter in which they are due.
- 9.6 Funding continuance will be based on timely submission of quarterly reports.
- 9.7 Final document submission and close-out of a grant does not affect the E911 Board's right to disallow costs and recover funds on the basis of an audit or financial review. The county shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.

## County Taylor

### STATE OF FLORIDA E911 BOARD E911 GRANT PROGRAM APPLICATION FORM

Total Amount Requested: \$ 42,583.41

Project Title: 2013 Taylor County Fall Maintenance Grant

1. **Board of County Commissioners Chair:** Pam Feagle  
Mailing Address: Post Office 620  
City: Perry  
State: Florida Zip: 32348 -   
Phone: ( 850 ) 838-3500 Fax: 850-838-3501  
Email Address: pfeagle@taylorcountygov.com
2. **County 911 Coordinator:** Rena' Courtney  
Mailing Address: 591 Hwy 27 East  
City: Perry  
State: Florida Zip: 32347 -   
Phone: ( 850 ) 584-2429 Fax: 850-584-2035  
Email Address: Taylorcounty911@fairpoint.net
3. **Federal Tax ID Number:** 59-60000879



## County Taylor

### COUNTY INFORMATION

USE 12 POINT FONT OR LEGIBLE HAND PRINTING

#### 4. County Fact Information

A. County	Taylor
B. Population	22,691
C. Total Number of Incoming Nonwireless Trunks	6/4 MFN
D. Total Number of Incoming Wireless Trunks	17
E. Number of PSAP's	1
F. Number of Call Taker Positions per PSAP	3
G. Total Volume of 911 Calls	15,548
H. What equipment is needed to maintain the Enhanced 911 system?	N/A
I. What equipment is requested in this grant application?	N/A
J. Financial Information:	
1.) What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance?	39,624.00
2.) What are the current annual costs for maintenance of items included in 1.)?	41,527.00

#### 5. Describe your county's existing E911 system.

Taylor County currently has a three position PSAP utilizing Frequentis. Taylor County is Phase 2 compliant, using a map building and display package for the map data. Taylor County is a Type 5 with an on-site database.

#### 6. Describe the proposed project including any goal(s) and objectives.

Taylor County is requesting funds for 911 equipment maintenance. The goal of this request is to keep the 911 equipment in peak operational status, with qualified technicians overseeing it, and all software updates applied in a timely manner.

**7. Justification of the need for the proposed project.**

The E911 system is dependent upon the equipment the calls come in on. Call taking, recording, mapping and other critical elements encompass the system that citizens rely upon when dialing 911 in an emergency. Only if all elements of this system are properly maintained will the system operate as citizens deserve, expect, and have paid for. Properly trained technicians that maintain the system, monitor it, respond in case of outage, and apply software upgrades are required to keep the equipment in peak operational status.

**8. Describe why your county will not be able to complete this project without this grant funding.**

Taylor County is a rural county with a population under 23,000. Due to Taylor County's rural nature and small population base, revenue is not generated that would provide for all cost associated with maintaining a Wireless Phase II system. Taylor County is one of the state REDI counties and also one designated "critical economic concern". Therefore, Taylor County is requesting this grant, as without it, Wireless Phase II operability would be severely curtailed

**9. Briefly describe how this grant project would be in concurrence with the State E911 Plan.**

Taylor County currently has enhanced 911 with Wireless Phase I and Phase II services as defined by the State 911 Plan. In section 4.4 of the State E911 plan, coordinators are required to develop and maintain a plan to limit the impact of system failures and expedite restoration of E911 service. Our comprehensive equipment maintenance agreement currently in place addresses this requirement. It is our goal to continue reliable, uninterrupted 9-1-1 service to all of the residents, businesses, and visitors of Taylor County.

**10. Describe the required steps and an anticipated schedule or time frame with procurement and payment milestones and completion date.**

Taylor County currently contracts with AK associates for 911 equipment maintenance. Receipt of these funds will allow continuance of our current maintenance without interruption or lapse, so technicians will continue maintaining, monitoring, responding to and updating our equipment to keep our equipment in peak condition.

**11. Sole source justification (if applicable).**

Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; E911 System, logging recorder, centerline mapping, etc. and services items). The completed form shall be used to complete quarterly report requirements, listing expenditures and revisions {if any} in appropriate columns. If there is insufficient space, please include details in an attachment. **Budget costs should match requested vendor quote.**

For Grant Period Ending:	<input type="checkbox"/>	March 31	<input type="checkbox"/>	June 30	<input type="checkbox"/>	September 30	<input type="checkbox"/>	December 31	Year:		FINAL	<input type="checkbox"/>
--------------------------	--------------------------	----------	--------------------------	---------	--------------------------	--------------	--------------------------	-------------	-------	--	-------	--------------------------

USE FOR ALL REPORTS	
Total Amount of Grant Awarded	\$
Total Interest for Grant Period	\$

**E911 Rural County Grant Application, effective 1/1/2012** **Page 13**  
**W Form 1A, incorporated by reference in Fla. Admin. Code R. 60FF1-5.002 Rural County Grants**

Final Completion Date:	
------------------------	--

\_\_\_\_\_  
Signature, County 911 Coordinator

## County Taylor

### 13. Assurances

**ACCEPTANCE OF TERMS AND CONDITIONS:** The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

**DISCLAIMER:** The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the E911 Board authority and any other remedy provided by law.

**NOTIFICATION OF AWARDS:** The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

**MAINTENANCE OF IMPROVEMENT AND EXPANSION:** The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds, will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the E911 Board.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

### 14. Authority

I hereby affirm my authority and responsibility for the use of funds requested.

\_\_\_\_\_  
SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
ATTESTED TO

\_\_\_\_\_  
DATE

## ***Appendix I***

**NO requests for funding will be acknowledged for any items not specified in Section 365.172, Florida Statutes, Emergency communication number "E911"; paragraph (9) (shown below).**

### **Section 365.172(9), Florida Statutes**

#### **AUTHORIZED EXPENDITURES OF E911 FEE.—**

(a) For purposes of this section, E911 service includes the functions of database management, call taking, dispatching, location verification, and call transfer.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by this section. These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the Public Service Commission's lawfully approved 911 and E911 and related tariffs or the acquisition, installation, and maintenance of other E911 equipment, including call answering equipment, call transfer equipment, ANI controllers, ALI controllers, ANI displays, ALI displays, station instruments, E911 telecommunications systems, visual call information and storage devices, recording equipment, telephone devices and other equipment for the hearing impaired used in the E911 system, PSAP backup power systems, consoles, automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems, integrated CAD systems for that portion of the systems used for E911 call taking, network clocks, salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary and associated expenses for a county to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position and a staff assistant position per county for the portion of their time spent administrating the E911 system, training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety telecommunicators as required under s. 401.465, and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next generation E911 equipment, and wireless E911 routing systems.

(c) The moneys may not be used to pay for any item not listed in this subsection, including, but not limited to, any capital or operational costs for emergency responses which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.





Appendix III

**Quarterly Report**

County: \_\_\_\_\_

Grant Number: \_\_\_\_\_

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

**Project Status Update:**

**Problems/Delays:**

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

## ***Addendum I***

### **Funding Priorities for the E911 Rural County Grant Program**

The criteria for determining acceptability for disbursement of funds from the State of Florida E911 Rural County Grant Program will be made on a PRIORITY basis. There will be seven (7) priorities as identified below:

**PRIORITY 1:** Rural counties with E911 Phase II Primary PSAP systems that require immediate system replacement to maintain enhanced 911 status or when the expected remaining life of the system is less than 1 year.

**PRIORITY 2:** Rural counties with E911 Phase II systems that require maintenance or warranty agreements for maintaining enhanced 911 status. This may include the following, listed in order of funding priority a through b:

- a: E911 System Maintenance (pertaining exclusively to items listed in Priorities 4a-h only)
- b: E911 Map Maintenance (pertaining exclusively to items listed in Priority 6a only)

**PRIORITY 3:** Rural counties requesting Florida Coordinator's meeting and training conference funding, limited to the county 911 coordinator, for either a spring or fall cycle.

**PRIORITY 4:** Rural counties with E911 Phase II Primary PSAP systems that require new or replacement of critical or necessary hardware or software for maintaining E911 Phase II status. This may include the following, listed in order of funding priority a through h:

- a: Hardware and software for Customer Premise Equipment
- b: Lightning Protection Equipment
- c: Uninterruptible Power Supply Equipment
- d: E911 Voice Recording Equipment
- e: County E911 Standalone ALI Database Equipment
- f: E911 Map Display Equipment
- g: New additional 911 Call Taker Position Equipment
- h: Net clock

**PRIORITY 5:** Rural counties with E911 Phase II Systems requesting consolidation of E911 PSAPs, which decreases the number of Primary or Secondary PSAPs in the county by a minimum of one.

**PRIORITY 6:** Rural counties with E911 Phase II Systems that require mapping services necessary for maintaining E911 Phase II Geographic Information Systems (GIS). This may include the following, listed in order of funding priority a through b:

- a: E911 Map System Equipment - E911 map generation hardware and software licensing is limited to components for two stations
- b: GIS Centerline, point generation and map accuracy services

**PRIORITY 7:** Rural counties with E911 Phase II systems that require allowable E911 expense items that are not defined in Priorities 1, 2, 3, 4, 5 & 6 to maintain a complete E911 system.

**Regional E911 system project requests related to systems, equipment and maintenance will be considered the highest priority within each priority category.**

**Grants awards will be funded in order of priority assigned. Total funding for any priority may be adjusted based on the remaining funds available, the number of applications and the anticipated requests in the next funding cycle. The acceptability for disbursement of funds from the State of Florida E911 Rural County Grant Program for any E911 expense items not expressly provided for in Priorities above shall be determined at the discretion of the E911 Board pursuant to its authority under Sections 365.172 and 365.173, Florida Statutes.**



Quote Number: AK071813-303

Site (name/#): Taylor County, FL

Contact: Rena Courtney

Email: [taylor911@gtcom.net](mailto:taylor911@gtcom.net)

Reference:

Date Issued: July 18, 2013

Scope of Work: AK Maintenance (5/1/14-4/30/15)

Qty.	Part No.	Description	Unit Price	U/M	Total
		AK Elite Remier Maintenance			\$27,591.41
		<b>Total</b>			<b>\$27,591.41</b>

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates. This quote null and voids any previous version. Quote is valid for 120 days.



Quote Number: AK071813-304

Site (name/#): Taylor County, FL

Contact: Rena Courtney

Email: [taylor911@gtcom.net](mailto:taylor911@gtcom.net)

Reference:

Date Issued: July 18, 2013

Scope of Work: 911 DataMaster Support (1/1/14-12/31/14)

Qty.	Part No.	Description	Unit Price	U/M	Total
		911 Datamaster Second Tier Support			\$5,670.00
		<ul style="list-style-type: none"><li>• Comprehensive 24/7 telephone support</li><li>• Software patches and bug fixes.</li><li>• Software upgrades on purchased products</li></ul>			
<p><i>AK Associates provides the first line of 24/7 support to the customer through the established call out procedure. Should technical support be needed from the equipment vendor, the AK technician will act as the point of contact and agent of the customer, and will establish vendor contact and work with the vendor's representative to resolution.</i></p>					
<b>Total</b>					<b>\$5,670.00</b>

Disclaimers: This quote is provided for the contact listed above and is not to be shared or disseminated without written consent by AK Associates. This quote null and voids any previous version. Quote is valid for 120 days.



Quote Number: AK080713-301

Site (name/#): Taylor County, FL

Contact: Rene Courtney

Email: [taylor911@qtcom.net](mailto:taylor911@qtcom.net)

Reference:

Date Issued: August 7, 2013

Scope of Work: Intrado Mapping Second Tier Support (4/1/14-5/31/14)

Qty.	Part No.	Description	Unit Price	U/M	Total
		<b>MapFlex Support</b>			
		MapFlex Support			\$725.34
		Updates, Support, Documentation and Maintenance			
		MapFlex Listener			\$98.66
		Updates, Support, Documentation and Maintenance			
		<i>AK Associates provides the first line of 24/7 support to the customer through the established call out procedure. Should technical support be needed from the equipment vendor, the AK technician will act as the point of contact and agent of the customer, and will establish vendor contact and work with the vendor's representative to resolution.</i>			
		<b>Total</b>			<b>\$824.00</b>

Disclaimers: This quote is provided for the contact listed above and is not to be shared or disseminated without written consent by AK Associates. This quote null and voids any previous version. Quote is valid for 120 days.



**Rave Wireless, Inc.**  
50 Speen Street  
Suite 301  
Framingham, MA 01701  
(508)848-2484

Date	Invoice No.
08/26/2013	2723
Terms	Due Date
Net 30	09/25/2013

**Taylor County  
Board of County Commissioners  
PO Box 620  
Perry, FL 32348**

Description	Amount
<ul style="list-style-type: none"> <li>• Smart911 License Maintenance (2nd Year of 3 Year Agreement - Includes access to Smart911 database)</li> </ul>	5,000.00
If paying by check, please make payable to:	<div> <div>Total</div> <div>\$5,000.00</div> </div>

**Rave Wireless, Inc.**  
50 Speen St., Suite 301  
Framingham, MA 01701

finance@ravewireless.com



Contract Renewal # MA255639v1

CUST ID: #

SITE ID: #

**Bill To:**

Customer: TAYLOR COUNTY JAIL  
Address: Please provide, if different

City:

State: Zip:

Contact:

Telephone:

Plan Start Date: 12/30/13

Plan Expiration: 12/29/14

Unit P/M Interval: Annual

Batt P/M Interval: Annual

Zone 1: 1 ☒ 2 ☐ 3 ☐ Other ☐

**Equipment Location:**

Customer: TAYLOR COUNTY JAIL  
Address: HIGHWAY 27 E

City: PERRY

State: FL Zip: 32347

Contact: Rena Courtney

Telephone: 850-584-2429

[Taylor911@gtcom.net](mailto:Taylor911@gtcom.net)

Model: PW9355-30/30 SN: EA301KXX11

Battery Type:

Quantity:

Years	Contract Description	COVERAGE OPTIONS		Price
		*Mon-Fri 8am-5pm	Mon-Sun, 24 Hours	
1	<u>PowerTrust Service Plan</u> <ul style="list-style-type: none"><li>• 7x24 UPS Parts and Labor</li><li>• (1) Unit Preventative Maintenance 5x8</li><li>• 8 Hour Response</li><li>• (1) Battery Preventative Maintenance 5x8</li><li>• 7x24 Tech Support</li></ul>		7x24	<b>\$3,498</b>
<i>*Holidays not included.</i> Total Agreement Charges:				<b>\$3,498</b>
Note: This is not an invoice. An invoice will follow after implementing the agreement.				

Customer

By: \_\_\_\_\_  
Authorized Signature (Name & Title) Date

(please print)

Authorized Signature required to validate the above  
Service Plan(s), and forward this form to:  
Eaton Corp.  
ATTN: Nick Dant  
8609 Six Forks Rd.  
Raleigh, NC 27615  
[nickadant@eaton.com](mailto:nickadant@eaton.com)

Eaton Corp.

By: Nick Dant ext 3439

Service Sales Authorized Signature

Date

For service and support:

Telephone: 919-870-3439 Fax: 888-872-8507

Remit payment to:

Eaton Corp.

PO Box 93531

Chicago, IL 60673-3531

Terms: Net 30 Days. Eaton Corporation terms and conditions govern this proposal, and any purchase order submitted to Eaton pursuant thereto. Additional or different terms proposed by Buyer, whether in its purchase order or otherwise, shall not be binding upon Eaton Corporation and are hereby rejected unless expressly agreed to in writing by Eaton Corporation



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

Board to consider approval of contract with North Central Florida Regional Planning Council NCFRPC for services provided from October 1, 2012 through September 30, 2013.

AP

**MEETING DATE REQUESTED:**

September 17, 2013

**Statement of Issue:** Contract for stated time period was not approved by the Board previously.

**Recommendation:** Approve contract

**Fiscal Impact:** \$12,500

**Budgeted Expense:** Yes ☒ No ☐ N/A ☐

**Submitted By:** Danny Griner

**Contact:** building.director@taylorcountygov.com

WS: Meeting  
Start times  
All meetings  
@ 5:30 PM

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** Due to unknown reasons, the contract for planning services for the past fiscal year was not forwarded to the County Commission prior to the beginning of the fiscal year. During this time period the NCFRPC has provided substantial services for the county preparing notices, transmittal packages, ordinances, etc. The \$12,500 was budgeted for the contractual service; however, the Council cannot submit an invoice to the county until the contract has been signed and this invoice is needed prior to the September 30, 2013 fiscal year deadline.

Staff respectfully requests that Board approve the signing of the contract by the Chairperson.

**Options:** 1. Approve contract.

**Attachments:** 1. Copy of contract.

FISCAL YEAR 2013

LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES

AGREEMENT

BETWEEN THE

BOARD OF COUNTY COMMISSIONERS  
OF TAYLOR COUNTY, FLORIDA

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013 by and between the Board of County Commissioners of Taylor County, Florida, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

This AGREEMENT/CONTRACT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS: The Purchaser desires to engage the Planning Council to render certain technical or professional services; and

The Planning Council possesses the qualifications and expertise to perform the services required.

NOW THEREFORE, THE PURCHASER AND THE PLANNING COUNCIL DO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - SCOPE OF SERVICES

The Planning Council agrees to provide services to the Purchaser in accordance with the terms and conditions set forth in Appendix A, Scope of Services, of this Agreement which is incorporated by reference herein and considered as an integral part of this Agreement.

ARTICLE II - COMPENSATION

The Planning Council shall be paid by the Purchaser a fixed fee of Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated herein by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

### ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2012 and shall end on September 30, 2013. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

### ARTICLE IV - TERMINATION WITHOUT CAUSE

Each party may terminate this Agreement without cause providing fifteen (15) days written notice to the other. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. In such an event, all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser. Upon termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement.

### ARTICLE V - DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this Agreement shall place that party at default. Prior to terminating this Agreement, the nondefaulting party shall notify the defaulting party in writing. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

### ARTICLE VI - NONDISCRIMINATION

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Planning Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Planning Council, state that it is an Equal Opportunity/Affirmative Action Employer. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

## ARTICLE VII - LIABILITY

The Planning Council hereby agrees to hold harmless the Purchaser, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of the Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement.

## ARTICLE VIII - ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the Purchaser.

## ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the County Administrator of the Purchaser shall represent and act for the Purchaser and the Executive Director of the Planning Council shall represent and act for the Planning Council.

## ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Taylor County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Taylor County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

## ARTICLE XI - AMENDMENT OF AGREEMENT

The Planning Council and the Purchaser by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between the Planning Council and Purchaser and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.

## ARTICLE XII - COMPLETE CONTRACT

This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

BOARD OF COUNTY COMMISSIONERS  
OF TAYLOR COUNTY

Attest:

Seal

\_\_\_\_\_  
Annie Mae Murphy  
County Clerk

\_\_\_\_\_  
Pam Feagle  
Chair

NORTH CENTRAL FLORIDA  
REGIONAL PLANNING COUNCIL

Attest:

Seal

\_\_\_\_\_  
Scott R. Koons  
Executive Director

\_\_\_\_\_  
Garth R. Nobles, Jr.  
Chair

APPENDIX A  
SCOPE OF SERVICES  
FOR THE  
FISCAL YEAR 2013  
LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT

The following services will be provided by the Planning Council to the Purchaser.

- I. General Technical Assistance - conducting research, answering questions and assisting with comprehensive plan and land development regulations interpretations; and
- II. Amendment Assistance - preparing public notices, draft ordinances, data and analysis and concurrency review for comprehensive plan text and map and land development regulations text and zoning map amendments.