

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, DECEMBER 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.

1. Prayer
2. Pledge of Allegiance
3. Approval of Agenda

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO HOLD THE SECOND AND FINAL PUBLIC HEARING, 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.

AWARDS/RECOGNITION:

5. THE BOARD TO CONSIDER ADOPTION OF A RESOLUTION OF EXEMPLARY SERVICE TO SAMUEL "OBY" BRANNEN, AS AGENDAED BY JACK BROWN, COUNTY ADMINISTRATOR.

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

CONSENT ITEMS:

6. APPROVAL OF MINUTES OF SEPTEMBER 17, 24, OCTOBER 7, 22, 29 AND NOVEMBER 4, 2013. (COPIES PROVIDED BY E-MAIL)
7. EXAMINATION AND APPROVAL OF INVOICES.
8. THE BOARD TO CONSIDER APPROVAL OF AMENDED BOARD CALENDAR FOR 2014.
9. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE GENERAL FUND, THE ROAD & BRIDGE FUND AND THE SECONDARY ROAD PROJECT (PAVING FUND, AS SUBMITTED BY COUNTY FINANCE.
10. THE BOARD TO CONSIDER APPROVAL TO ADVERTISE FOR REQUEST FOR PROPOSALS FOR TAYLOR COUNTY CLOSED LANDFILL MOWING AND FERTILIZING SERVICES, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
11. THE BOARD TO CONSIDER APPROVAL TO ADVERTISE FOR THE CONSTRUCTION OF AGNER ACRES, AUCILLA LANDING AND FREEMAN ROAD, UNDER THE SECONDARY ROADS IMPROVEMENT PLAN, AND ROADS WITHIN THE STEINHATCHEE ACRES SUBDIVISION, UNDER MSBU IMPROVEMENTS, AS AGENDAED BY THE COUNTY ENGINEER.
12. THE BOARD TO CONSIDER APPROVAL OF SHARON MONROE, NORMA WELLS, STANLEY AND TAMMY SMITH, AND BARBARA GENT AS SHIP PROGRAM RECIPIENTS FOR REHABILITATION, AND MICHELLE FREEMAN AND MERDINE MATHIS AS SHIP RECIPIENTS FOR DEMOLITION AND NEW CONSTRUCTION OF THEIR HOMES, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.
13. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING THE RENEWAL OF THE T-HANGAR LEASE AGREEMENT AT PERRY-FOLEY AIRPORT FOR PAUL CALAFIORE, AS AGENDAED BY THE GRANTS COORDINATOR.

14. THE BOARD TO CONSIDER RATIFICATION OF THE BOARD CHAIRMAN'S SIGNATURE ON THE CERTIFICATE OF ACCEPTANCE OF THE SUBGRANT AWARD FOR THE 2013-2014 FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR.
15. THE BOARD TO REVIEW THE AUDIT FOR YEARS ENDED SEPTEMBER 30, 2013 AND 2012 OF THE TAYLOR COUNTY 4-H FOUNDATION, INC., AND CONSIDER APPROVAL TO RELEASE FISCAL YEAR 2014 BUDGETED FUNDS TO THE 4-H FOUNDATION, AS AGENDAED BY CLAY OLSON, COUNTY EXTENSION DIRECTOR.
16. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A CONTRACT WITH B&B SANITATION TO PROVIDE PORTABLE TOILET SERVICE TO THE COUNTY'S NINE SOLID WASTE COLLECTION CENTERS, AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.
17. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING THE HISTORICAL SUMMARY BY EXPENDITURES FORM FOR THE COUNTY'S EMERGENCY MANAGEMENT DEPARTMENT, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR.
18. THE BOARD TO REVIEW THE AUDIT FOR THE TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA), AND CONSIDER APPROVAL OF REQUEST TO RELEASE FISCAL YEAR 2014 BUDGETED FUNDS TO THE TCDA, AS AGENDAED BY SCOTT FREDERICK, TCDA DIRECTOR.
19. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF LETTER OF COMMITMENT FOR THE NORTH FLORIDA ECONOMIC DEVELOPMENT PROGRAM RURAL DEVELOPMENT GRANT, AS AGENDAED BY THE TCDA DIRECTOR.

PUBLIC REQUESTS:

20. WALTER ROWELL TO APPEAR TO DISCUSS THE AIRPORT HAY LEASE.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

21. THE BOARD TO REVIEW APPLICATIONS AND CONSIDER APPOINTING TWO (2) MEMBERS TO THE TCDA BOARD OF DIRECTORS, AS AGENDAED BY SCOTT FREDERICK, TCDA DIRECTOR.

COUNTY STAFF ITEMS:

22. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE FDOT SMALL COUNTY OUTREACH PROGRAM (SCOP) REIMBURSEMENT AGREEMENT FOR THE WIDENING AND RESURFACING OF ROBERTS AMAN ROAD (CR 361B), AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIRMAN, AS AGENDAED BY THE COUNTY ENGINEER.
23. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE FDOT SMALL COUNTY ROAD ASSISTANCE PROGRAM (SCRAP) REIMBURSEMENT AGREEMENT FOR THE WIDENING AND RESURFACING OF NORTH ELLISON ROAD (CR 252), AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIRMAN, AS AGENDAED BY THE COUNTY ENGINEER.
24. THE BOARD TO CONSIDER APPROVAL OF A REQUEST FOR THE COUNTY TO FUND THE BIG BEND TRANSIT "IN-TOWN" SHUTTLE PROGRAM FROM DECEMBER 19 THROUGH DECEMBER 31, 2013 TO ALLOW CITIZENS TO RIDE THE SHUTTLE AT NO COST, AS AGENDAED BY THE GRANTS COORDINATOR.
25. THE BOARD TO CONSIDER APPROVAL OF A REQUEST TO EXECUTE THE ONE-YEAR EXTENSION FOR ROADSIDE MOWING, AS PROVIDED IN THE ROADSIDE MOWING CONTRACT WITH KERRY PUHL LAWNWORKS, INC., AS AGENDAED BY ANDY MCLEOD, PUBLIC WORKS DIRECTOR.

GENERAL BUSINESS:

26. THE BOARD TO DISCUSS AND CONSIDER APPROVAL OF BOARD ASSIGNMENTS FOR FISCAL YEAR 2014, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COUNTY ADMINISTRATOR ITEMS:

27. THE BOARD TO CONSIDER APPROVAL OF THE BOARD RULES FOR FISCAL YEAR 2014.
28. THE COUNTY ADMINISTRATOR TO DISCUSS A REQUEST FROM WASTE PRO CONCERNING CPI, AND THE ACTION TO BE TAKEN BY THE BOARD.

29. THE BOARD TO REVIEW AND CONSIDER ADOPTION OF A RESOLUTION PROVIDING A WORK PERFORMANCE INCENTIVE PAYMENT FOR PROBATIONARY, TEMPORARY, ON-CALL, OR SEASONAL EMPLOYEES AND PROVIDING AN EFFECTIVE DATE.
30. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

www.taylorcountygov.com

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

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold the second of two public hearings at 5:30 pm to discuss and receive public input for the possible grant submission for the upcoming funding cycle of the Community Development Block Grant (CDBG) Program.

MEETING DATE REQUESTED:

December 17, 2013

Statement of Issue: Board to hold the second of two public hearings to discuss and receive public input for the upcoming CDBG funding cycle. The first public hearing was held September 17, 2013 and the Board approved moving forward with submission of grant application requesting funding in the amount of \$750,000 for housing rehabilitation assistance for very low, low, and moderate income residents of Taylor County.

Recommended Action: Approval to submit grant application for the 2013 CDBG funding cycle requesting funding in the amount of \$750,000 to be used for housing rehabilitation assistance.

Fiscal Impact: The County will be requesting funding assistance in the amount of \$750,000. The County will be providing a match of \$125,000 which has been set aside with SHIP housing funds. These are state funds and can be used for a match for CDBG funds which are federal funds. No additional match will be required from the County.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Florida Department of Economic Opportunity, Community Development Block Grant Program funding cycle will soon be open. This grant can be used for Housing Rehabilitation for very low, low, and moderate income homeowners, Neighborhood Revitalization, Commercial Revitalization, and Economic Development. Per input received at the first public hearing, Grants staff has been working with Jordan & Associates to move

forward with the submission of a Housing Rehabilitation grant application if approved by the Board at this public hearing.

Submitting 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.

Attachments: Not Applicable

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider a Resolution for Exemplary Service for Samuel "Oby" Brannen, as agendaed by Jack Brown, County Administrator

**MEETING DATE REQUESTED:**

December 17, 2013

Statement of Issue:

Samuel "Oby" Brannen was employed as a county employee for over 18 years. Not once do I remember hearing a negative about him by anyone.

Recommended Action:

Read and Adopt the Attached Resolution for Exemplary Service

Fiscal Impact:

None

Submitted By:

Jack R. Brown, County Administrator

Contact:

(850) 838-3500, Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: – As stated in the resolution. Oby has left the county to pursue his lifelong ambition to follow in his father's footsteps as a firefighter. He is now employed with the City of Perry Fire Department.

Attachments: Resolution for Exemplary Service

A RESOLUTION OF TAYLOR COUNTY, FLORIDA
RECOGNIZING

SAMUEL "OBY" BRANNEN

FOR
EXEMPLARY SERVICE
AS AN EMPLOYEE OF
THE TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
FOR THE PERIOD OF
SEPTEMBER 5, 1995 THROUGH NOVEMBER 4, 2013

WHEREAS, Samuel "Oby" Brannen has left the employment of the Taylor County Board of County Commissioners to pursue his lifelong dream of becoming a full-time Firefighter; and

WHEREAS, Samuel "Oby" Brannen provided over 18 years of exemplary service as a county employee, starting as a Road Maintenance Technician at the Public Works Department, then promoted as the Courthouse Maintenance Technician, and finally serving the last twelve years responsible for the facilities' maintenance for all county facilities and parks; and

WHEREAS, during his entire period of his service to the county he consistently earned high praise regarding his work ethic, performance, and abilities; and

WHEREAS, Mr. Brannen is universally liked and respected, the Taylor County Board of County Commissioners desires to join his parents, friends and the entire community in recognizing him for his outstanding service to county government.

NOW, THEREFORE, BE IT RESOLVED, the Board of County Commissioners of Taylor County does hereby tender this resolution, extending congratulations and well wishes for his continued success.

BE IT FURTHER RESOLVED that a copy of this resolution be placed in the minutes of this Board.

PASSED in regular session this 17th day of December 2013

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
MALCOLM V. PAGE, Chair

ATTEST:

ANNIE MAE MURPHY, Clerk



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

Board Calendar for FY 2014

PROPOSED BOARD MEETING DATES

DEC 17, 2013
JAN 6 & 21, 2014
FEB 3 & 18, 2014
MAR 3 & 18, 2014
APR 7 & 22, 2014
MAY 5 & 20, 2014
JUN 2 & 24, 2014
JUL 7 & 22, 2014
AUG 4 & 19, 2014
SEP 2 (Tues) & 16, 2014
OCT 6 & 21, 2014
NOV 3 & 17 (Mon) (re-organization), 2014
DEC 16, 2014

HOLIDAYS

Christmas Eve & Day
New Years Day
Martin Luther King, Jr. Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Holidays 2014
Christmas Eve & Day

PROPOSED BOARD WORKSHOP DATES

No Workshop scheduled for DEC 2013
JAN 28, 2014
FEB 25, 2014
MAR 25, 2014
APR 29, 2014
MAY 27, 2014
No Workshop scheduled for JUN 2014
JUL 29, 2014
AUG 26, 2014
SEP 23, 2014
OCT 28, 2014
No Workshop scheduled for NOV 2014
No Workshop scheduled for DEC 2014

DATE OBSERVED:

DEC 24 (Tues) & 25 (Wed), 2013
JAN 1 (Wed), 2014
JAN 20 (Mon), 2014
APR 18 (Fri), 2014
MAY 26 (Mon), 2014
JUL 4 (Fri), 2014
SEP 1 (Mon), 2014
NOV 11 (Tues), 2014
NOV 27 (Thu) & 28 (Fri), 2014
DEC 24 (Wed) & December 25 (Thurs), 2014

As of November 13, 2013

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2014, to be in excess of the advertised budget.

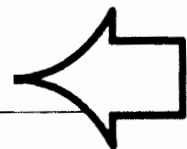
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2014.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$37,584	001-3342007	911 Rural County Maintenance(Spring)Grant
Expenditures:		
\$37,584	0255-56400	Capital Outlay - Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 17th day of December, 2013 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2014 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman



(New Grant Awarded for 2014 FY-"spring" grant)



(Amended
2014 Budget)
#37,584

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

October 28, 2013

Taylor County Board of County Commissioners
Attn: Finance and Accounting
Post Office Box 620
Perry, FL 32348

Subject: 2013/14 Rural County Grant Spring Program Award

Dear Taylor County Board of County Commissioners:

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

The following provides details concerning your specific request:

<u>Amount Requested</u>	<u>Amount Awarded</u>	<u>Grant #</u>	<u>Justification</u>
\$42,583.41	\$37,583.41	13-10-18	E911 Maintenance

(this grant does not include \$5,000 requested for Supplemental ALI Database Maintenance out of time sequence)

Total Grant Award \$37,583.41

Dept 0255
- 56400

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

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

Board Members:

L. Carolyn Dill-Collier • John C. Ford • Charles C. Freeman • Benjamin S. Guthrie • Stan L. Greer
Marilyn M. Haroutunian • Sandra A. Khazraee • David A. Konuch • Tomer Nadler • Ira U. Pyles

We serve those who serve Florida.

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
72-202344001-72900100-00-05561000	720000	00	D4000240524	7500	11/04/13	0446349
					PAYMENT AMOUNT	
					\$ 37,583.41	

TAYLOR COUNTY
PO BOX 620
PERRY FL 32348

AGENCY DOCUMENT NO
VC00809

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

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

INVOICE NUMBER	AMOUNT
E91113/14	\$ 37,583.41



PAY

THIRTY-SEVEN-THOUSAND-FIVE-HUNDRED-EIGHTY-THREE & 41/100 DOLLARS

AMOUNT

\$****37,583.41

EXPENSE WARRANT

TO THE
ORDER OF

TAYLOR COUNTY
PO BOX 620
PERRY FL 32348

TO DIVISION OF TREASURY
TALLAHASSEE

Jeff Atwater
JEFF ATWATER CHIEF FINANCIAL OFFICER

⑈4404463490⑈ ⑆061209756⑆ 2079900545225⑈

Memo

To: Tammy Taylor, County Finance
From: Rena' Courtney, 911 Coordinator
Date: November 14, 2013
Re: 911 Grant 13-10-18

Regarding grant funds received in the amount of \$37,583.41. Please budget as follows:

56400 Capital Outlay Equipment	\$37,583.41
--------------------------------	-------------

If you have any questions, I will be happy to assist.

RESOLUTION

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2014, to be in excess of the advertised budget.

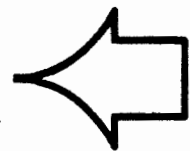
BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2014.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$21,806	001-3899010	Cash Carry Forward
		State Aid Library -
\$ 5,012	0431-51200	Regular Salaries/Wages
\$ 2,487	0431-52110	Fica/Medc
\$ 2,259	0431-52200	Retirement
\$ 7,742	0431-52300	Health Insurance
\$ 50	0431-52320	Life Insurance
\$ 88	0431-52400	Workers' Comp. Insurance
\$ 4,168	0431-56600	Books/Publ/Library Materials
\$21,806	Total Expenditures	

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 17th day of December, 2013 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2014 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor Chairman

(State Aid Funds Remaining FYE'13 - not Budgeted 2014)



Tammy Taylor

From: Linda Hawkins <para.pro@taylorcountygov.com>
Sent: Monday, November 25, 2013 11:10 AM
To: Tammy Taylor
Subject: RE: FYE2013 State Aid Library Funds--Amend 2014

Hi Tammy,

I am in agreement with the amount of funds.
We would like them in the following accounts:

*Amend 2013/2014
Budget
11/25/13*

Amount	Account	Account Name
\$21,806		cash carry forward
\$5,012	0431 -51200	reg salaries/wages
\$2,487	0431-52110	fica/medicare
\$2,259	0431-52200	retirement
\$7,742	0431-52300	health insurance
\$50	0431-52320	life insurance
\$88	0431-52400	worker's comp
\$4,168	0431-56600	books/libr. Matl
21,806		

Thanks for your help!

Linda

From: Tammy Taylor [mailto:ttaylor@taylorclerk.com]
Sent: Thursday, November 21, 2013 11:23 AM
To: Linda Hawkins
Subject: FYE2013 State Aid Library Funds--Amend 2014

Hey Linda-
Attached is my 2013 FYE analysis of grant funds remaining (\$21,806). If you are in agreement, please indicate which account the funds need to be placed, in the 2014 budget.
Thanks!!
Tammy

Tammy Taylor
County Finance Director
P.O. Box 620

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **GENERAL FUND** for the fiscal period ending September 30, 2014, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **GENERAL FUND** budget for the fiscal year ending September 30, 2014.

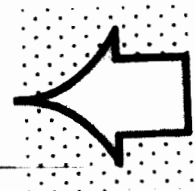
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$14,542	001-3899010	General Fund - Cash Brought Forward
\$14,542	0229-54100	Communications Surcharge - Communications

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 17th day of December, 2013 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2014 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(Represents "radio communications surcharge" funds @ 9/30/13
- in excess of the 2014 budget)



**SIGN
HERE**

TRAFFIC COMMUNICATIONS SURCHARGE (\$12.50 Surcharge)


BEGINNING BALANCE 10/1/12	24,813.48
FY 2012/13 RECEIPTS	17,565.39 (acct.#001-3485201)
FY 2012/13 EXPENDITURES	(25,764.11) (acct.#0229)

ENDING BALANCE 9/30/2013

16,614.76 (*) \Rightarrow *Budgeted*
Actual *at 2,072*

(*) This amount should be reserved on the balance sheet (001-2470007).

*To Amend 2014 Budget
+ 14,542.76*


Prepared By: Tammy Taylor, County Finance Director (11/19/13)

0229

541.00

95
D#1

DETAIL BUDGET REQUEST
2013/2014 FISCAL YEAR

DEPARTMENT: COMMUNICATIONS SURCHARGE

DEPARTMENT #: 0229

PREPARED BY:

Jack Brown

Date

Expenditure

<u>Account #</u>	<u>Account Description</u>	<u>Amount</u>
54100	COMMUNICATIONS	\$ 0
54101	COMMUNICATIONS/SHERIFF 47% RADIO OWNERSHIP * \$17452 = 8202.44 (8203)	\$8,203
54102	COMMUNICATIONS/PPD 22% * 17452 = 3839.44 (3840)	\$3,840
54103	COMMUNICATIONS/CO. FIRE 20% * 17452 = 3490.40 (3491)	\$3,491
54104	COMMUNICATIONS/EMS 8% * 17452 = 1396.16 (1397)	\$1,397
54105	COMMUNICATIONS/CITY FIRE 3% * 17452 = 523.56 (524)	\$524
53401	UTILITY SERVICES AVERAGE ELECTRICAL EXPENSE = \$135 * 12 = \$1,620 (less rounding for communications charges)	\$ 1,617

TOTAL BUDGET **\$19,072** *End*

REVENUES:

(001-3485201)
TAYLOR COUNTY CLERK OF COURT \$17,000 ✓

ESTIMATED DISBURSEMENTS BY THE CLERK OF COURT FOR
TRAFFIC CITATIONS ISSUED WITHIN TAYLOR COUNTY

(Disaggregated C-)
CASH CARRIED FORWARD FROM FY 2013 = \$2,072

TOTAL REVENUES **\$19,072** *f*

***TCSO, PPD, EMS, & TCFR will begin partial payment of SLERS charges in April and full payment in May 2014. Perry Fire will begin partial payment in May and full payment in June 2014.

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

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **ROAD & BRIDGE FUND** for the fiscal period ending September 30, 2014, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **ROAD & BRIDGE FUND** budget for the fiscal year ending September 30, 2014.

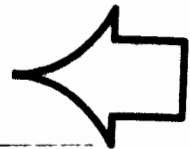
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$215,000	105-3811010	Interfund Transfer (from General Fund)
\$215,000	0301-56400	Road Dept.- Capital/Equipment

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 19th day of November 2013 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2014 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

(BCC approved CIP-use of general revenue funds for purchase of motor grader)



Tammy Taylor

From: Dustin Hinkel <dustin.hinkel@taylorcountygov.com>
Sent: Wednesday, November 06, 2013 10:11 AM
To: Tammy Taylor
Cc: Jack Brown
Subject: Emailing: Copy of Copy of Copy of CIP Schedule 2013-2014 Template 01
Attachments: Copy of Copy of Copy of CIP Schedule 2013-2014 Template 01.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Red Category

Hi Tammy!

I dropped a note in your box about this year's approved Capital Purchase funding. The Board approved funding a variety of projects out of reserve accounts. Do you want us to post transfers out of reserves into the responsible departments' budgets or do you want to set up new expenditure cost centers for each project? The CIP is attached. The funding we are referring to are the projects for Environmental Services, the Engine for Fire Rescue, the staff car for Grants, and the Motor Grader for Public Works (general fund).

Thanks!

Dustin Hinkel, FAEM

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

Click here to sign up for instant severe weather alerts and updates via email and text message!

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

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

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

Your message is ready to be sent with the following file or link attachments:

Tammy Taylor

From: Tammy Taylor <ttaylor@taylorclerk.com>
Sent: Wednesday, November 06, 2013 3:47 PM
To: Dustin Hinkel
Cc: 'Jack Brown'
Subject: motor grader purchase
Attachments: scan email.pdf

Hey Dustin-

I will prepare a Resolution for the overall amendment in the RB fund, for the next BCC meeting. In the meantime, the transfer needed in the General Fund, for this BCC approved project is \$215,000 from BCC reserve for capital improvements TO GF interfund transfer to RB Fund (0466-59140).

Thanks!

Tammy Taylor
County Finance Director
P.O. Box 620
Perry, FL 32348
(850) 838-3506, ext.122
(850) 838-3540 (fax)
ttaylor@taylorclerk.com

R E S O L U T I O N

IN COMPLIANCE to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **SECONDARY ROAD PROJECT (PAVING) FUND** for the fiscal period ending September 30, 2014, to be in excess of the advertised budget.

BE IT RESOLVED that the listed receipts and appropriations be added to, included in and transferred to the **SECONDARY ROAD PROJECT FUND** budget for the fiscal year ending September 30, 2014.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$160,658	106-3899010	Secondary Road Project Fund - Cash Brought Forward
\$ 87,480	0308-56308	Aucilla Landing Paving
\$ (6,925)	0308-56311	District 1 - Road Paving
\$ 87,350	0308-56312	District 2 - Road Paving
\$ (7,247)	0308-56313	District 3 - Road Paving
\$ 0	0308-56314	District 4 - Road Paving
\$ 0	0308-56315	District 5 - Road Paving
\$160,658	Total	

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 19th day of November, 2013 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2014 with a motion by Commissioner _____, seconded by Commissioner _____, and carried unanimously.

Annie Mae Murphy, Clerk-Auditor

Chairman

Represents balance of road paving funds by district @ FYE 2013, (over)/ under projected in 2014 budget.

Tammy Taylor

From: Tammy Taylor <ttaylor@taylorclerk.com>
Sent: Friday, November 08, 2013 11:57 AM
To: Kenneth Dudley (county.engineer@taylorcountygov.com)
Cc: Dustin Hinkel; 'Jack Brown'
Subject: Secondary Road Paving (district paving) Amendment 2014
Attachments: scan email.pdf

Just FYI....i will be preparing an amendment for the Nov.19th meeting to amend this budget. The net increases/decreases total \$160,658. This represents the difference between the budgeted balances in each district 10/1/13, and the actual balances as of 9/30/13 FYE. (some were over budgeted and will require decreases for 2014, others were under budgeted and will require increases for 2014)

Thanks!
Tammy

Tammy Taylor
County Finance Director
P.O. Box 620
Perry, FL 32348
(850) 838-3506, ext.122
(850) 838-3540 (fax)
ttaylor@taylorclerk.com

SUNGARD PENTAMATION, INC.
DATE: 11/08/2013
TIME: 10:50:29

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 2
AUDIT21

SELECTION CRITERIA: orgn.fund='106' 1=1
ACCOUNTING PERIODS: 1/13 THRU 13/13

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

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND - 106 - SECONDARY ROAD PROJECT FD
FD/DEPT - 0308 - SECONDARY-ROAD PAVING

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
56312			DISTRICT 2 - ROAD PAVING (cont'd)						
09/17/13	21-12	20131656-01	5012877	6521 CURT'S CONSTRUCT		-200.00	.00	6 LOADS HAULED/PUB.WK	
TOTAL			DISTRICT 2 - ROAD PAVING		253,237.00	12,650.00	.00		240,587.00
56313			DISTRICT 3 - ROAD PAVING		.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				154,047.00			POSTED FROM BUDGET SYSTEM	
10/12/12	17-1	20130094-01		001327 ANDERSON COLUMBI			42,210.00	SECONDARY ROADS IMPROVEMEN	
11/05/12	13-2				73,743.00			ADJ 2013 FOR FYE12CF DIFF	
11/05/12	21-2	20130094-01	5012409	001327 ANDERSON COLUMBI		42,209.99	-42,210.00	SECONDARY/SEA MEADOWS	
04/01/13	17-7	20130927-01		6473 R & E SITE DEVEL			52,280.42	PARKING LOT CONSTRUCTION	
05/02/13	18-8	20130927-01		6473 R & E SITE DEVEL			3,157.00	CHANGE ORDER - 1	
06/03/13	21-9	20130927-01	5012720	6473 R & E SITE DEVEL		55,437.42	-55,437.42	PAVING D#3/KB COASTAL	
07/01/13	21-10	20130927-01	APPLICATION2	6473 R & E SITE DEVEL		.00	.00		
09/27/13	17-12	20131867-01		5886 A MINING GROUP,			274.34	#57 LIMESTONE	
10/07/13	21-13	5012903		6473 R & E SITE DEVEL		301.55	.00	PAVING D#3/KB COASTAL	
10/07/13	18-13	20131797-01		5886 A MINING GROUP,			6,506.18	CHANGE ORDER - 1	
10/07/13	21-13	20131797-01	5012902	5886 A MINING GROUP,		4,087.71	-4,087.71	PARKING LOT CONSTRUCTION	
10/07/13	21-13	20131797-01	5012902	5886 A MINING GROUP,		2,418.47	-2,418.47	PARKING LOT CONSTRUCTION	
10/07/13	21-13	20131797-01	45102	5886 A MINING GROUP,		.00	.00		
10/07/13	21-13	20131797-02	5012902	5886 A MINING GROUP,		163.56	-1,298.04	ROADWAY CONSTRUCTION	
10/07/13	18-13	20131797-02		5886 A MINING GROUP,			1,298.04	CHANGE ORDER - 1	
10/07/13	21-13	20131867-01	5012902	5886 A MINING GROUP,		274.34	-274.34	#57 LIMESTONE	
TOTAL			DISTRICT 3 - ROAD PAVING		227,790.00	104,893.04	.00		122,896.96
56314			DISTRICT 4 - ROAD PAVING		.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				48,547.00			POSTED FROM BUDGET SYSTEM	
11/05/12	13-2				24.00			ADJ 2013 FOR FYE12CF DIFF	
06/05/13	17-9	20131276-01		6202 DELTA PROFESSION			4,100.00	TOPOGRAPHICAL SURVEY	
07/01/13	21-10	20131276-01	5012763	6202 DELTA PROFESSION		3,777.50	-3,777.50	TOPOGRAPHICAL SURVEY	
TOTAL			DISTRICT 4 - ROAD PAVING		48,571.00	3,777.50	322.50		44,471.00
56315			DISTRICT 5 - ROAD PAVING		.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				19,047.00			POSTED FROM BUDGET SYSTEM	
11/05/12	13-2				741,750.00			ADJ 2013 FOR FYE12CF DIFF	
02/19/13	17-5	20130689-01		001327 ANDERSON COLUMBI			699,000.00	PROJECT 2012-004-ENG	
02/19/13	17-5	20130690-01		003248 CAUSSEAU, HEWET			61,797.00	PROJECT 2012-004-ENG	
04/01/13	21-6	20130690-01	201300080	003248 CAUSSEAU, HEWET		1,052.50	-1,052.50	PROJECT 2012-004-ENG	

Budgeted
2013/2014

153,237 + 87,350
Dist. 2

130,143 (7247)

44,471 -0-

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

Amendment 2014

SUNGARD PENTAMATION, INC.

DATE: 11/08/2013

TIME: 10:50:29

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAILPAGE NUMBER: 1
AUDIT21SELECTION CRITERIA: orgn.fund='106' 1=1
ACCOUNTING PERIODS: 1/13 THRU 13/13

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

TOTALLED ON: FUND, TOTL/DEPT

PAGE BREAKS ON: FUND, TOTL/DEPT

FUND 106 - SECONDARY ROAD PROJECT FD
FD/DEPT - 0308 - SECONDARY-ROAD PAVING

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
106-540-541-0308-0308 - SECONDARY-ROAD PAVING									
56308		AUCILLA LANDING PAVING			.00	.00	.00	BEGINNING BALANCE	
10/01/12	11-1				90,000.00			POSTED FROM BUDGET SYSTEM	
07/23/13	17-10	20131485-01		6202 DELTA PROFESSION			2,850.00	TOPOGRAPHIC SURVEY	
08/20/13	21-11	20131485-01	501283	6202 DELTA PROFESSION		2,520.00	-2,850.00	TOPOGRAPHICSURVEY-AUC	
TOTAL		AUCILLA LANDING PAVING			90,000.00	2,520.00	.00		87,480.00
56310 COUNTY-WIDE ROAD PAVING									
10/01/12	11-1				654,234.00	.00	.00	BEGINNING BALANCE	
11/28/12	17-2	20130312-01		6685 OLDCASTLE SOUTHE			109,283.92	CONSTRUCTION CONTRACT	
03/04/13	21-6	20130312-01	5012574	6685 OLDCASTLE SOUTHE		109,283.92	-109,283.92	PAUL POPPELL ROAD/SEC	
04/10/13	20-7	20130312-01	5012574	6685 OLDCASTLE SOUTHE		109,283.92	109,283.92	PAUL POPPELL ROAD/SEC	
04/10/13	21-7	20130312-01	5012634	6685 OLDCASTLE SOUTHE		109,283.92	-109,283.92	PAUL POPPELL ROAD/SEC	
08/20/13	21-11	20130312-01	PAY REQ #7-F	6685 OLDCASTLE SOUTHE		.00	.00		
TOTAL		COUNTY-WIDE ROAD PAVING			654,234.00	109,283.92	.00		544,950.08
56311 DISTRICT 1 - ROAD PAVING									
10/01/12	11-1				184,047.00	.00	.00	BEGINNING BALANCE	
11/05/12	13-2				-74,187.00			POSTED FROM BUDGET SYSTEM	
11/28/12	17-2	20130312-01		6685 OLDCASTLE SOUTHE			90,813.07	ADJ 2013 FOR FYE12CF DIFF	
03/04/13	21-6	20130312-01	5012574	6685 OLDCASTLE SOUTHE		4,546.94	-4,546.94	CONSTRUCTION CONTRACT	
04/01/13	21-7	20130312-01	5012629	6685 OLDCASTLE SOUTHE		86,266.13	-86,266.13	PAVING D#1/PAULPOPPELL	
04/10/13	20-7	20130312-01	5012574	6685 OLDCASTLE SOUTHE		-4,546.94	4,546.94	PAVING D#1/PAULPOPPELL	
04/10/13	21-7	20130312-01	5012634	6685 OLDCASTLE SOUTHE		4,546.94	-4,546.94	PAVING D#1/PAULPOPPELL	
08/16/13	17-11	20131621-01		003248 CAUSSEAU, HEWET		6,925.00	6,925.00	PAVINGD#1/PAULPOPPELL	
08/20/13	21-11	20130312-01	PAY REQ #7-F	6685 OLDCASTLE SOUTHE		.00	.00	BALANCE OF CHANGE ORDER N	
08/20/13	21-11	20131621-01	5012836	003248 CAUSSEAU, HEWET		6,925.00	-6,925.00		
TOTAL		DISTRICT 1 - ROAD PAVING			109,860.00	97,738.07	.00		12,121.93
56312 DISTRICT 2 - ROAD PAVING									
10/01/12	11-1				19,047.00	.00	.00	BEGINNING BALANCE	
11/05/12	13-2				234,190.00			POSTED FROM BUDGET SYSTEM	
08/23/13	17-11	20131656-01		6521 CURT'S CONSTRUCT		12,850.00	12,850.00	ADJ 2013 FOR FYE12CF DIFF	
09/17/13	21-12	20131656-01	5012877	6521 CURT'S CONSTRUCT		12,850.00	-12,850.00	INSTALL THREE SIDE DRAIN	
								INSTALL3-SIDEDRAINCU	

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

9/30/13

Audited
2013 report

Amendment 2014 FY

+ 87,480
(Aucilla
Landing)

ok - 0 -

19,047 (6,925)
(Dist. 1)

SUNGARD PENTAMATION, INC.
DATE: 11/08/2013
TIME: 10:50:29

TAYLOR COUNTY BOARD OF COMMISSIONERS
EXPENDITURE AUDIT TRAIL

PAGE NUMBER: 3
AUDIT21

SELECTION CRITERIA: orgn.fund='106' 1=1
ACCOUNTING PERIODS: 1/13 THRU 13/13

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

TOTALED ON: FUND, TOTL/DEPT

PAGE BREAKS ON: FUND, TOTL/DEPT

FUND - 106 - SECONDARY ROAD PROJECT FD
FD/DEPT - 0308 - SECONDARY-ROAD PAVING

ACCOUNT DATE	T/C	ENCUMBRANC	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	CUMULATIVE BALANCE
56315		DISTRICT 5 - ROAD PAVING (cont'd)							
04/01/13	21-6	20130690-01	201300263	003248 CAUSSEAUX, HEWET		8,050.00	-8,050.00	PROJECT 2012-004-ENG	
04/01/13	21-6	20130690-01	201300080	003248 CAUSSEAUX, HEWET		-1,052.50	1,052.50	PROJECT 2012-004-ENG	
04/01/13	21-6	20130690-01	201300263	003248 CAUSSEAUX, HEWET		-8,050.00	8,050.00	PROJECT 2012-004-ENG	
04/01/13	21-7	20130689-01	5012627	001327 ANDERSON COLUMBI		62,784.84	-62,784.84	PAVING D#5/HOLT ROAD	
04/01/13	21-7	20130690-01	5012628	003248 CAUSSEAUX, HEWET		1,052.50	-1,052.50	PROJECT 2012-004-ENG	
04/01/13	21-7	20130690-01	5012628	003248 CAUSSEAUX, HEWET		8,050.00	-8,050.00	PROJECT 2012-004-ENG	
05/06/13	21-8	20130689-01	5012676	001327 ANDERSON COLUMBI		224,499.56	-224,499.56	PAVING D#5/HOLT ROAD	
05/06/13	21-8	20130690-01	5012677	003248 CAUSSEAUX, HEWET		11,355.00	-11,355.00	PAVING D#5/HOLT ROAD	
06/03/13	21-9	20130690-01	5012719	003248 CAUSSEAUX, HEWET		16,427.50	-16,427.50	PAVING D#5/HOLT ROAD	
06/18/13	21-9	20130689-01	5012747	001327 ANDERSON COLUMBI		173,216.69	-173,216.69	PAVING D#5/HOLT ROAD	
07/01/13	21-10	20130690-01	5012762	003248 CAUSSEAUX, HEWET		12,922.50	12,922.50	PAVING D#5/HOLT ROAD	
07/16/13	21-10	20130690-01	5012784	003248 CAUSSEAUX, HEWET		10,532.50	-10,532.50	PAVING D#5/HOLT ROAD	
08/20/13	21-11	20130689-01	5012835	001327 ANDERSON COLUMBI		167,135.94	-167,135.94	PAVING D#5/HOLT ROAD	
08/20/13	21-11	20130689-01	5012835	001327 ANDERSON COLUMBI		1,462.97	-1,462.97	PAVING D#5/HOLT ROAD	
09/17/13	21-12	20130689-01	5012876	001327 ANDERSON COLUMBI		69,900.00	69,900.00	PAVING D#5/HOLT ROAD	
TOTAL		DISTRICT 5 - ROAD PAVING			760,797.00	759,340.00	1,457.00		00
TOTAL TOTL/DEPT - SECONDARY-ROAD PAVING					2,144,489.00	1,090,202.53	1,779.50	1,052,506.97	

*Budgeted
10/14/2014*

F Amendment 2014 FY

Net +160,658

*+ Cecilia Harding
- Dist. 1
+ Dist. 2
- Dist. 3
Net Amendment*

* THERE IS A NOTE ASSOCIATED WITH THIS TRANSACTION

DETAIL BUDGET REQUEST 2013/2014 FISCAL YEAR

363

DEPARTMENT: SECONDARY ROAD PAVING

DEPARTMENT #: 0308

PREPARED BY:

Tammy Taylor
Tammy Taylor, County Finance Director

Account #	Description	Amount
56310	COUNTY-WIDE ROAD PAVING ("common" account) new funds allocated for 2013/2014 FY - \$107,725 est. balance of funds previously allocated to county-wide @ 9/30/13 - \$494,950 est. accumulated excess balance cash carryforward \$58,153	\$ 660,828
56311	DISTRICT 1 - ROAD PAVING	\$ 40,592
56312	DISTRICT 2 - ROAD PAVING	\$ 174,782
56313	DISTRICT 3 - ROAD PAVING	\$ 151,688
56314	DISTRICT 4 - ROAD PAVING	\$ 66,016
56315	DISTRICT 5 - ROAD PAVING	\$ 21,545
Subtotal		\$ 454,623

Budgeted expenditures by district were calculated by equally dividing the "new" road paving funds/available gas taxes for FY2014, in addition to the (estimated) balances remaining in each district's budget @ 9/30/13. (see calculation below*)

<p><i>"estimated" Balances By District for 9/30/13</i></p> <p>(Calculation by district*)</p>				TOTAL EXPENDITURES	\$ 1,115,451
(1) 2014 FY DISTRIBUTION	(2) 2013 FYE BALANCE	Other Actual	2013/2014 TOTAL BUDGET		
District 1 \$ 21,545	\$ 19,047	913,113 212,121	\$ 40,592		
District 2 \$ 21,545	\$ 153,237	240,587	\$ 174,782		
District 3 \$ 21,545	\$ 130,143	612,896	\$ 151,688		
District 4 \$ 21,545	\$ 44,471	844,471	\$ 66,016		
District 5 \$ 21,545	\$ -	- 0 -	\$ 21,545		
\$ 107,725	\$ 346,898	-	\$ 454,623		
(New funding)	Balance of 012/13 funding)		(Total funding by individual district)		

(New funding) =

\$850,000 Gas Tax Revenue for 2014 - LESS \$634,549 Interfund Transfer to RB Fund for operations - equals a balance of \$215,451. This balance is divided 50/50 between the common/county wide paving account and the five districts as follows: (50%) \$107,725 is added to the "common" account, and (50%) \$107,725 is divided among the 5 districts. (can change method at Board's discretion)

(dt 6/27/13)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



BOARD TO CONSIDER APPROVAL TO ADVERTISE PROPOSED REQUEST FOR PROPOSALS FOR THE TAYLOR COUNTY CLOSED LANDFILL MOWING AND FERTILIZING SERVICES.

MEETING DATE REQUESTED:

December 17, 2013

Statement of Issue:

As part of its long-term care requirements for the Taylor County Closed Landfill, the Board of County Commissioners periodically enters into a contract for mowing and fertilizing the maintained areas of the landfill site. This maintenance activity ensures that a healthy vegetative protective cover will be available during the 20-year oversight term due to expire in April 2016.

Recommended Action:

The Board should approve advertisement of the proposed Request for Proposals for the Taylor County Closed Landfill Mowing and Fertilizing Services.

Fiscal Impact: FISCAL YR 2013/14 - \$9,000.00

Submitted By: ENGINEERING DIVISION **Contact(s):** COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The FDEP issued Permit Number 0013295-003-SF that requires continuous monitoring and maintenance of the Taylor County Closed Landfill for a twenty (20)-year long-term care period that began on April 11, 1996. As part of the maintenance requirement, Taylor County has maintained contracts to mow and fertilize the collection and monitoring areas of the landfill property. The current contract expired September, 2013.

Staff has prepared the attached request for proposals (RFP) to solicit up to a three-year proposal to mow and fertilize the areas of the landfill property required to be maintained. The term of the proposed contract is a two-year original term with a single year renewal provision. Under the terms of the contract, the Landfill will be mowed on May 1, July 1, August 15 and September 15 of a given year. Fertilizing will occur during May and September mowing cycles.

Staff recommends that the Board approve the proposed Request for Proposals for the Taylor County Closed Landfill Mowing and Fertilizing Services.

Options:

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

Attachments:

Proposed Request for Proposal package

BID DOCUMENTS

Taylor County Landfill Mowing and Fertilizing

**Taylor County, Florida
2013-005-ENG**

December 2013

Prepared for:

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

Prepared by:

**Taylor County Engineering Division
201 East Green St.
Perry, Florida 32347
(850) 838-3500**

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

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed proposals for **Taylor County Closed Landfill Mowing and Fertilizing** services.

Qualified firms or individuals desiring to provide the required products or services must submit **five (5) packages** in a sealed envelope or similar package marked "**Sealed Proposal for Taylor County Closed Landfill Mowing and Fertilizing**" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida, to arrive no later than **4:00 P.M.**, local time, on **January 31, 2014**. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at **5:XX P.M.** local time, or as soon thereafter as practical, on **February 3, 2014**, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

RFP information may be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, (850) 838-3506 or downloaded on-line at <http://www.taylorcountygov.com/bids/index.html>.

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

Additional information may be obtained from:

Engineering Division
201 East Green Street
Perry, FL 32347
(850) 838-3500

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

INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

ARTICLE 1 - DEFINED TERMS.....	1
ARTICLE 2 - COPIES OF BIDDING DOCUMENTS.....	1
ARTICLE 3 - QUALIFICATIONS OF BIDDERS.....	2
ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE.....	2
ARTICLE 5 - PRE-BID CONFERENCE	3
ARTICLE 6 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS.....	3
ARTICLE 7 - PREPARATION OF BID	3
ARTICLE 8 - BASIS OF BID; COMPARISON OF BIDS	4
ARTICLE 9 - SUBMITTAL OF BID	4
ARTICLE 10 - MODIFICATION AND WITHDRAWAL OF BID.....	5
ARTICLE 11 - OPENING OF BIDS AND ACCEPTANCE	5
ARTICLE 12 - EVALUATION OF BIDS AND AWARD OF CONTRACT	6
ARTICLE 13 - INSURANCE	6
ARTICLE 14 - SIGNING OF AGREEMENT	7
ARTICLE 15 - CONTRACTS TO BE ASSIGNED	7

ARTICLE 1 - DEFINED TERMS

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

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

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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

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

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

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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

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

[B. Proposed Subcontractor's Valid Business/Contractor Licensing/Registration Information]

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 – PRE-BID CONFERENCE

5.01 A pre-Bid conference will not be held for this project. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising during the advertisement period. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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

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

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

6.04 The Successful Bidder shall not award work to Subcontractor(s) in excess of the limits stated.

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

ARTICLE 7 - PREPARATION OF BID

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 - BASIS OF BID; COMPARISON OF BIDS

8.01 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

ARTICLE 9 - SUBMITTAL OF BID

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

[A. Certificates of Liability Insurance or Agency Statement]

- [B. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State]
- [C. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)]
- [D. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a)]
- [E. Non-Collusion Affidavit]
- [F. Valid Business/Contractor Licensing/Registration Information]
- [G. Proposed Subcontractor's Valid Business/Contractor Licensing/Registration Information]

9.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security (when required) and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "***Taylor County Closed Landfill Mowing And Fertilizing.***" Hand deliveries and mailed Bids shall be addressed to Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347. Bids submitted by Overnight delivery shall also be delivered to the physical address of the Clerk of Court: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.

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

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

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

ARTICLE 10 - MODIFICATION AND WITHDRAWAL OF BID

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

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

ARTICLE 11 - OPENING OF BIDS AND ACCEPTANCE

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

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

ARTICLE 12 – EVALUATION OF BIDS AND AWARD OF CONTRACT

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

12.02 Owner, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the bid price pursuant to Taylor County ordinance No. 2003-12.

12.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

12.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

12.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

12.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

12.07 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 13 - INSURANCE

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

1. *Workers' Compensation, and related coverages:*
 - a. *State*
 - b. *Applicable Federal (e.g., Longshoreman's)*

Statutory
Statutory

- | | | |
|----|---|--------------------|
| c. | <i>Employer's Liability</i> | <i>\$100,000</i> |
| | | |
| 2. | <i>General Liability 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:</i> | |
| a. | <i>General Aggregate</i> | <i>\$1,000,000</i> |
| b. | <i>Products – Completed Operations Aggregate</i> | <i>\$1,000,000</i> |
| c. | <i>Personal and Advertising Injury</i> | <i>\$1,000,000</i> |
| d. | <i>Each Occurrence (Bodily Injury and Property Damage)</i> | <i>\$1,000,000</i> |
| e. | <i>Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.</i> | |
| f. | <i>Excess or Umbrella Liability</i> | |
| | 1) <i>General Aggregate</i> | <i>\$1,000,000</i> |
| | 2) <i>Each Occurrence</i> | <i>\$1,000,000</i> |
| | | |
| 3. | <i>Automobile Liability:</i> | |
| 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. | <i>The Contractual Liability coverage shall provide coverage for not less than the following amounts:</i> | |
| 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> |

ARTICLE 14 - SIGNING OF AGREEMENT

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

ARTICLE 15 - CONTRACTS TO BE ASSIGNED

15.01 Owner as "buyer" will execute a contract with the successful Bidder as "seller" for the procurement of goods and/or special services for **Taylor County Closed Landfill Mowing And Fertilizing**. The materials and equipment provided for in the procurement contract are to be furnished and delivered to the Site [or other location] for installation by Contractor. The said procurement contract will be assigned by Owner to Contractor as set forth in the Agreement. Contractor will accept the assignment and assume responsibility for the "seller", who will become a Subcontractor to Contractor.

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

TECHNICAL SPECIFICATIONS

I. SUMMARY

The work shall consist of furnishing all labor and equipment required to cut and fertilize designated areas at the Taylor County Closed Landfill. These areas include the three closed landfill cells in their entirety (Class I/III, Liquid, and Asbestos), and water retention areas. Additionally, the access road ditch lines, shoulders, and black slopes, and water retention basins shall also be mowed and fertilized to the limits indicated.

II. GENERAL CONDITIONS

1. The Bidder must make a personal inspection of the entire site prior to the submittal of his/her bid to verify dimensions and conditions. The Taylor County Engineering Division will be available to visit the site with any, and all, bidders upon request. Please call (850) 838-3500, Ext. 104 to arrange an appointment for a site visit. Failure to inspect site will not serve as just cause for changes due to unknown conditions.
2. The Bidder's proposal shall include the total cost of all necessary labor, materials and equipment required to accomplish this project, within the time specified and at the price stated in the bid proposal. Omission of any excluded cost will not serve as justification for a future change order request.
3. All requests for payment shall be reviewed for approval upon receipt of an original invoice on company letterhead. Faxed invoices will not be accepted. All work must be inspected for satisfactory completion prior to processing requests for payment. Any work or portion of the work found to be unsatisfactory and not meeting the terms of the agreement will be noted for correction within 10 days of the date the work was due to be completed. Work found to be unsatisfactory more than once per cycle may serve as grounds for termination of the agreement.
4. The Taylor County Finance Department will only process invoices two (2) times per month. Invoices must be submitted to Finance on or before the Monday of the week prior to the upcoming Board of County Commissioners meetings.
5. An Application for Payment with Engineer's recommendations will be presented to the County for consideration at one of the bi-monthly meetings. If the County finds the Application for Payment acceptable, the recommended amount less any reduction determined necessary by the Board will become due thirty days after the Application for Payment is presented to the County, and the County will make payment to the Contractor.
6. The Bidder's proposal 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.
7. 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.
8. The authorized representative shall be given no less than 48 hours prior notice of the actual starting time and date of each mowing/trimming operation and fertilizing.
9. The following individuals, in the listed order, will be the responsible agent(s) for the County:

Jack R. Brown, County Administrator
Kenneth Dudley, County Engineer
Brent Burford, Engineer

10. The Contract awarded as a result of this solicitation shall run from October 1, 2010, through September 30, 2012.

III. PROJECT SPECIFICATIONS

1. The work shall consist of furnishing all labor, equipment and supplies required to cut and fertilize all grassed areas depicted on the attached drawing, including the three closed landfill cells, (Class I/III, Liquid, and Asbestos), as shown including tops of the cells, slopes of cells, and storm water retention areas. Additionally, the access road ditch lines, shoulders, and black slopes, and storm water retention basins shall be mowed and fertilized to the designated limits. (See attached drawing.)
2. The tops of the cells contain a liner below the surfaces. Therefore, the Contractor must not use any equipment that will damage the finished grade of the tops of these cells. Any damage caused to the cells, gas vents, or the liners under the surface of the tops of the cells will be repaired at the Contractor's expense.
3. No open fire or smoking will be allowed on or around the cells containing the gas vents.
4. The Contractor shall use caution when mowing or fertilizing so as not to damage any areas due to excessive ground wetness and/or standing water. Contractor shall notify the Engineering Division when such conditions exist such that the work may be rescheduled. No additional cost will be allowed for rescheduling.
5. All mowed areas shall be completed to a cut height of no greater than 4 inches. The estimated area to be mowed/trimmed is 22.89 acres.
6. The Contractor shall use a plastic-string weed-eater when trimming along the filter-point mats in the storm water swales and around all gas vents on the tops of the Class I/III and Liquid cells to protect the structures from damage by mowing equipment used during the grass cutting. To avoid potential damage, Contractor shall maintain a 24" riding equipment/tractor clear zone around each gas vent.
7. The Contractor shall use a broadcast spreader to distribute a 10-10-10 (Nitrogen-Phosphorous-Potassium) pellet fertilizer at a rate of 250 lb/acre with May mowing cycle and a 5-10-15 pellet fertilizer at a rate of 200 lb/acre with September mowing cycle. Contractor shall submit proposed fertilizer for approval prior to application and must provide product purchase information (sales receipt indicating amount and type of fertilizer purchased) and one package label to the Engineering Division after completing each cycle as proof of material and usage. Non-homogenous fertilizer is acceptable.
8. Non-grassed retention pond bottoms, concrete filter point mats and limerock roadways shall not be included in the fertilizing operation. All other areas shall be fertilized at the specified rates. The estimated area to be fertilized is 21.61 acres.
9. The Contractor shall mow and trim the entire designated area within 10 days of the dates listed below:

Year 1:	May 1, July 1, August 15, and September 15, 2014
Year 2:	May 1, July 1, August 15, and September 15, 2015
Year 3:	May 1, July 1, August 15, and September 15, 2016; if renewed

However, the County reserves the right to increase the number of cutting cycles to as many as six (6) per year. Any additional cuttings will be as directed, in writing, by the County.

IV. JOB SITE CONDITIONS

1. Contractor shall be responsible for cleaning and removing any trash left by the Contractor at the job site at the conclusion of each mowing/fertilizing cycle and upon request of a County representative based on accumulated debris. Contractor is responsible for a clean job-site upon completion.

BID FORM

Taylor County Closed Landfill Mowing And Fertilizing

2013-005-ENG

TABLE OF ARTICLES

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

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.

Addendum Date

- 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 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.
- E. 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.
- F. 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.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

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

ARTICLE 5 – BASIS OF BID

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

MOWING / TRIMMING

Item	Description	Quantity (Acre)	Unit Price	Bid Amount
1	Cycle 1 Mowing/Trimming (May 1)	22.89	\$_____	\$_____
2	Cycle 2 Mowing/Trimming (July 1)	22.89	\$_____	\$_____
3	Cycle 3 Mowing/Trimming (August 15)	22.89	\$_____	\$_____
4	Cycle 4 Mowing/Trimming (September 15)	22.89	\$_____	\$_____
5	Total Annual Cost			\$_____
6	Extra Cycle – Mowing/Trimming	22.89	\$_____	\$_____

FERTILIZING

Item	Description	Quantity (Acre)	Unit Price	Bid Amount
1	Cycle 1 Fertilizing (May 1 w/ 10-10-10)	21.61	\$_____	\$_____
2	Cycle 2 Fertilizing (September 15 w/ 5-10-15)	21.61	\$_____	\$_____
3	Total Annual Cost			\$_____

EXTRA CYCLE MOWING/TRIMMING: Owner reserves the right to request up to two (2) additional mowing and trimming cycles during the term of the contract due to excessive grass and/or weed growth. Provide cost for completing each extra cycle in the designated space above.

Bidder acknowledges that payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

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 on or before the dates specified 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.
- 6.03** Bidder accepts that the Term of this project will be from October 1, 2010, through September 30, 2012. This project will allow for a one-year renewal based on Contractor performance and project administration and available funding. Such renewal will be at the discretion of the County.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01** The following documents are attached to and made a condition of this Bid:

- A. Certificate of Liability Insurance or Agency Statement
- B. Declaration Page form Workers' Compensation Insurance or Exemption Issued by the State of Florida
- C. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)

- D. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
- E. Affidavit of Non-Collusion
- F. Valid Business/Contractor Licensing/Registration Information
- G. Proposed Subcontractor's Valid Business/Contractor Licensing/Registration Information
- H. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed work, Value of work, % of total)
- I. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
- J. List of Project References

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. Any remaining terms not identified will have the meanings stated in the General Conditions; *EJCDC C-700 Standard General Conditions of the Construction Contract*.

ARTICLE 9 – BID SUBMITTAL

- 9.01** This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

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

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

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

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

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

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. (If applicable)

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

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

*Taylor County Closed Landfill Mowing and Fertilizing
Taylor County, Florida*

Taylor County Closed Landfill Mowing and Fertilizing Contract: The intent of this contract is to secure all labor and equipment required to mow and fertilize designated areas at the Taylor County Closed Landfill. These areas include the three closed landfill cells in their entirety (Class I/III, Liquid, and Asbestos) and the associated stormwater retention facilities. Additionally, the access road-side swales, shoulders and back slopes shall be mowed and fertilized to the designated limits.

1. I hereby agree to indemnify, hold harmless and defend Taylor County, Florida from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, attorney fee, settlement or judgment as a result of my being injured while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.

2. I also hereby indemnify, hold harmless and release Taylor County, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any expense as a result of any injury on said project.

3. I hereby release Taylor County from liability of whatever kind of nature as a result of any injury on the above project.

4. I hereby agree that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

5. I hereby agree that I have relied on the legal advice of my attorney and that I fully understand this agreement and I have voluntarily executed same.

DONE AND EXECUTED this _____ day of _____, 20____

WITNESS:

STATE OF _____
COUNTY OF _____

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

Witness my hand and official seal this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

Accepted by Taylor County, Florida this _____ day of _____, 20____

By _____.

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

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

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

Whose business address is _____
_____ and

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

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

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

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

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

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

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

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

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

of _____, _____.

NOTARY PUBLIC

My commission expires: _____

NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

_____ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

STATE OF _____, COUNTY OF _____)

On this the _____ day of _____, 20 _____, before me, the undersigned Notary Public of the State of _____, personally appeared (Name(s) of individual(s) who appeared before notary) _____ and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

Notary Public

NOTARY PUBLIC:

SEAL OF OFFICE:

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

Personally known to me, or

Did take an oath, or

Personal identification:

Did Not take an oath.

Type of Identification Produced

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
(STIPULATED PRICE)**

THIS AGREEMENT is by and between Taylor County Board of County Commisisoners

(Owner) and _____

(Contractor).

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

ARTICLE 1 - WORK

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

The intent of this contract is to secure all labor and equipment required to mow and fertilize designated areas at the Taylor County Closed Landfill. These areas include the three closed landfill cells in their entirety (Class I/III, Liquid, and Asbestos) and the associated stormwater retention facilities. Additionally, the access road-side swales, shoulders and back slopes shall be mowed and fertilized to the designated limits.

ARTICLE 2 - THE PROJECT

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

This project is to be bid as a lump sum project, with per cycle mowing and fertilizing items priced seperately as specified on the Bid Proposal.

ARTICLE 3 – ENGINEER/PROJECT ADMINISTRATION

3.01 The Project has been designed by:

Taylor County Engineering Division
201 East Green St.
Perry, FL 32347
Phone: 850.838.3500 Fax: 850.838.3501

3.02 The Project will be administered by:

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

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

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 shall be ready for final payment within 10 days of the days specified within the contract documents.

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 time(s) 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 \$100.00 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 The Term of this project will be from October 1, 2010, through September 30, 2012. A one-year renewal provision may be available based on Contractor performance and project administration and available funding. Such renewal will be at the discretion of the County.

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 (excluding extra mowing cycles) of:

	(\$_____)
(words)	(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of EJCDC C-700, 2002 Edition.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of EJCDC C-700, 2002 Edition. 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 (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.

6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due shall bear interest at the rate of One percent (1%) 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 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.

E. 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.

F. 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).
3. General Conditions.
4. Scope of Work.
6. Drawings consisting of 1 sheet(s) with each sheet bearing the following general title: Taylor County Closed Landfill Mowing And Fertilizing [or] the Drawings listed on attached sheet index.
7. Addenda (numbers ___ to ___, inclusive).

8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ___ to ___, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 - c. .
 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).1
- 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 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.
- E. The Requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized by a Field Order, Engineer's approval of a Shop Drawing or Sample or a written clarification or interpretation.

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 Termination

A. Either party, upon thirty (30) days written notice hereunder, may terminate services under this Contract in the event of substantial failure by the other party. In the event of any termination, the Contractor shall be paid for services performed prior to such date of the notice of termination. Notwithstanding anything herein to the Contract, either party shall have the right and without cause to terminate this Contract by giving the other party sixty (60) days notice of such termination. Upon such termination, the Contractor shall be paid for all services performed prior to the date of such termination.

10.06 Other Provisions

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

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

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

OWNER:

CONTRACTOR:

Taylor County Board of County Commissioners

By: Jack R. Brown

By: _____

Title: County Administrator

Title: _____

[COUNTY SEAL]

[CORPORATE SEAL]

Attest: Annie Mae Murphy

Attest: _____

Title: Taylor County Clerk of Court

Title: _____

Address for giving notices:

Address for giving notices:

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

OR

P.O. Box 620, Perry, FL 32348

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

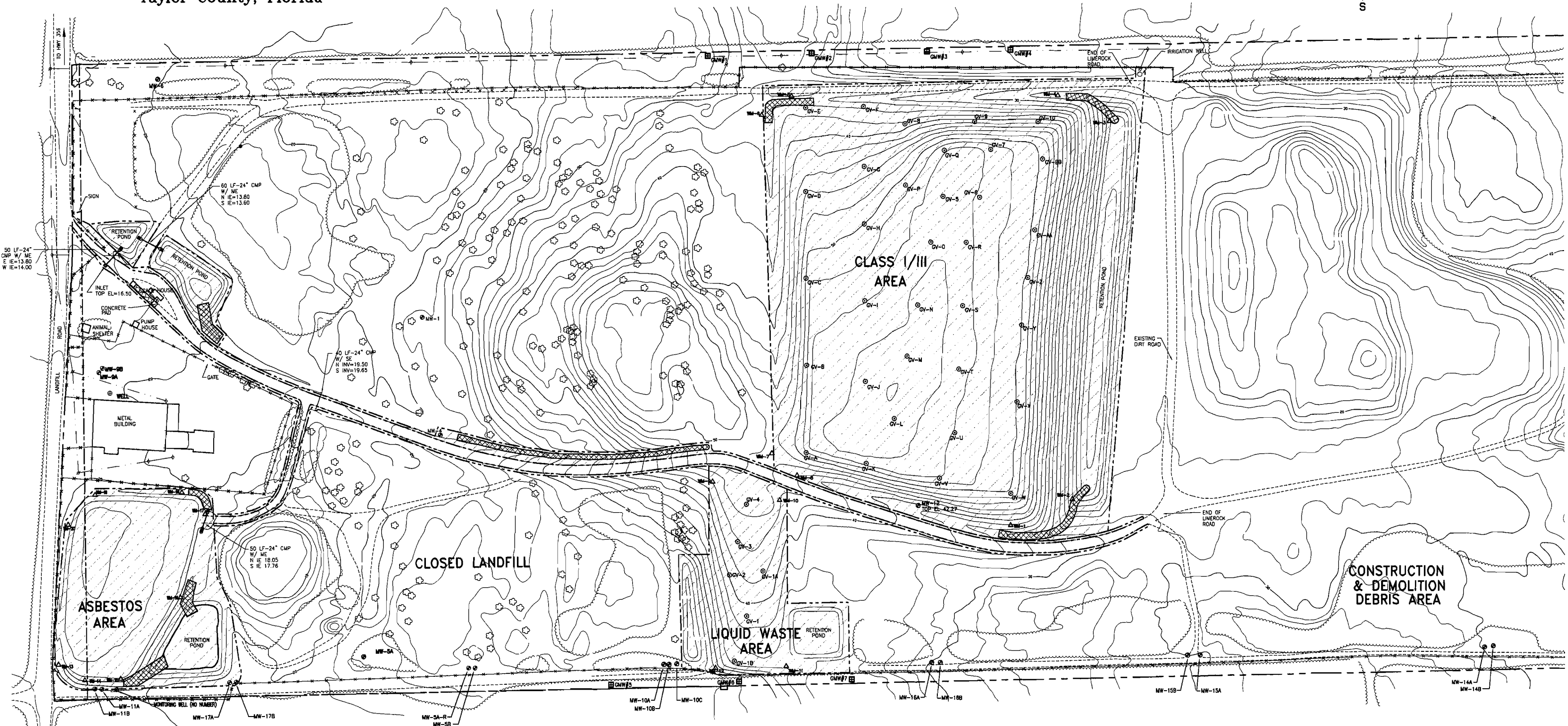
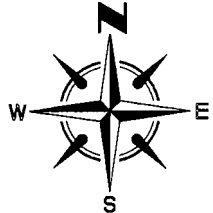
License No.: _____

(Where applicable)

Agent for service or process: _____

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

TAYLOR COUNTY LANDFILL
MOWING AND FERTILIZER LIMITS
Sections 22 & 23
Township 5 South, Range 6 East
Taylor County, Florida



MOWING AND FERTILIZER AREAS

1: SWMF =	0.60 ACRES
2. ROAD SIDES =	0.97 ACRES
3. ASBESTOS AREAS =	3.26 ACRES
4. LIQUID CELL =	2.35 ACRES
5. CLASS 1/III CELL =	15.72 ACRES
TOTAL	22.89 ACRES

OMIT FPM FROM FERTILIZER = 1.28 ACRES

LEGEND

- | | | | | | |
|---------|---------------------------------------|-----|--------------------------------|------|-----------------------|
| —15— | EXISTING CONTOUR | AS | SPOT ELEVATION | ME | MITERED ENDWALL (ME) |
| ⊙ | EXISTING GROUND WATER MONITORING WELL | RP | APPROXIMATE EXISTING TREE LINE | — | STRAIGHT ENDWALL (SE) |
| ⊞ GWM#1 | GAS MONITORING WELL | FC | HORIZONTAL CONTROL POINT | x HP | HIGH POINT |
| —x—x—x— | EXISTING FENCE | RP | RETENTION POND | — | GAS VENT TRENCH |
| — | PROPERTY LINE | FC | FINAL COVER | — | EXISTING ROAD |
| — | LIMITS OF FINAL COVER | FPM | FILTER POINT MAT | — | POWER POLES |
| ▨ | FILTER POINT MAT | GEO | GEOMEMBRANE | — | OVERHEAD POWERLINE |
| | | ⊙ | EXISTING GAS VENT | | |
| | | ■ | CONCRETE MONUMENT | | |
| | | △ | WASTE MARKERS | | |
| | | ■ | CATCH INLET | | |

SCALE 1" = 200'

(11)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

BOARD TO REVIEW AND APPROVE ADVERTISING FOR THE CONSTRUCTION OF AGNER ACRES, AUCILLA LANDING AND FREEMAN ROAD UNDER THE SECONDARY ROADS IMPROVEMENT PLAN AND ROADS WITHIN THE STEINHATCHEE ACRES SUBDIVISION UNDER THE MSBU IMPROVEMENT PLAN.

MEETING DATE REQUESTED:

December 17, 2013

Statement of Issue:

The Engineering Division has prepared the attached plans as part of the construction package for the improvements to Agner Acres, Aucilla Landing and Freeman Road Drive under the Secondary Roads Improvement Plan as well as the roads within the Steinhatchee Acres Subdivision under the MSBU Improvement Plan. These plans will be incorporated into a Request for Proposals (RFP) that will be advertised upon receiving Board approval.

Recommended Action:

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

Fiscal Impact:

FISCAL YR 2013/14 - TBD

Budgeted Expense:

YES

Submitted By:

ENGINEERING DIVISION

Contact:

COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board has requested that the Engineering Division prepare construction plans and specifications for the improvement of Agner Acres, Aucilla Landing and Freeman Road under the Secondary Roads Improvement Plan. It was also requested that the roads within the Steinhatchee Acres Subdivision be improved under its Municipal Services Benefit Unit Improvement Plan. These plans and specifications will be incorporated into a Request for Proposals (RFP) that will be advertised upon receiving Board approval. It is intended that proposals be received at the February 3, 2014 regular Board meeting.

Options:

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

Attachments:

Copy of RFP
Construction Plans

BID DOCUMENTS

Road Improvement Plan Projects Taylor County, Florida

December 2013

Prepared for:

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

Prepared by:

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

TABLE OF CONTENTS

PART 1 - BIDDING REQUIREMENTS

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

PART 2 - CONTRACT FORMS

Agreement between Owner and Contractor
Bid Bond
Performance and Payment Bond

PART 3 – CONDITIONS OF THE CONTRACT

Standard General Conditions
Supplementary Conditions

PART 4 – SUPPLEMENTAL SPECIFICATIONS

PART 5 – DRAWINGS (Bound Separately)

PART 1 – BIDDING REQUIREMENTS



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed proposals for construction of the **Road Improvement Plan Projects**.

Qualified firms or individuals desiring to provide the required products or services must submit five (5) packages in a sealed envelope or similar package marked "**Sealed Proposal for Road Improvement Plan Projects**" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida, to arrive no later than 4:00 P.M., local time, on January 31, 2014. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 5:XX P.M. local time, or as soon thereafter as practical, on February 3, 2014, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

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

A Pre-Bid Conference will be held at 10:00 a.m. on Wednesday, January 22, 2014, at the Administrative Complex located at 201 East Green Street, Perry, Florida 32347.

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

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

INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

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

ARTICLE 1 - DEFINED TERMS

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

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

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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

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

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

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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

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

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

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

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

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

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

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

4.02 *Underground Facilities*

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

4.03 *Hazardous Environmental Condition*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-Bid conference will be held at 10:00 a.m. local time on Wednesday, January 22, 2014, at the Taylor County Administrative Complex, 201 East Green St., Perry, Florida 32347. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference and or no less than 10 days prior to the Bid Opening Date. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

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

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

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

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

ARTICLE 8 - BID SECURITY

8.01 Bid security will be required for this project.

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

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

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

ARTICLE 9 - CONTRACT TIMES

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

ARTICLE 10 - LIQUIDATED DAMAGES

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

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

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

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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

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

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

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

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

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

ARTICLE 13 - PREPARATION OF BID

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum*

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

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

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

ARTICLE 15 - SUBMITTAL OF BID

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

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

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security (when required) and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "Road Improvement Plan Projects." Hand deliveries and mailed Bids shall be addressed to Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347. Bids submitted by Overnight delivery shall also be delivered to the physical address of the Clerk of Court: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.

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

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

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

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

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

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

ARTICLE 17 - OPENING OF BIDS

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

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

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

19.02 Owner, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the bid price pursuant to Taylor County ordinance No. 2003-12.

19.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.07 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

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

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

ARTICLE 21 - SIGNING OF AGREEMENT

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

ARTICLE 22 - SALES AND USE TAXES

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

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

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 23 - RETAINAGE

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

ARTICLE 24 - CONTRACTS TO BE ASSIGNED

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

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

BID FORM

Road Improvement Plan Projects

TABLE OF ARTICLES

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

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.

Addendum Date

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

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

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

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

ARTICLE 5 – BASIS OF BID

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

Agner Acres Road: 2013-002-ENG		
Total Lump Sum Bid Price	_____	\$
60 Days	(words)	(numerals)
Aucilla Landing Road: 2012-008-ENG		
Total Lump Sum Bid Price	_____	\$
45 Days	(words)	(numerals)
Freeman Road: 2009-006-ENG		
Total Lump Sum Bid Price	_____	\$
60 Days	(words)	(numerals)
Steinhatchee Acres Subdivision: 2010-007-ENG		
Total Lump Sum Bid Price	_____	\$ _____
90 Days	(words)	(numerals)
<hr/>		
Total Bid Price		
300 Days	_____	\$ _____
	(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 _____
- B. Certificate of Liability Insurance or Agency Statement
- C. Declaration Page form Workers' Compensation Insurance or Exemption Issued by the State of Florida
- D. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)
- E. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
- F. Affidavit of Non-Collusion
- G. Valid Business/Contractor Licensing/Registration Information
- H. Proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.
- I. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)
- J. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
- K. List of Project References

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

- 9.01** This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

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

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

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

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

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

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20____.

State Contractor License No. _____ (If applicable)

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

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

*Road Improvement Plan Projects
Taylor County, Florida*

Road Contract: The intent of this contract is to secure all labor and equipment required for the Road Improvement Plan Projects, Taylor County, Florida. This project consists of improving existing limerock roadways along with new storm water facilities, signage and pavement markings, and other improvements as more fully detailed in the project plans and specifications. Roadways included in this project are Agner Acres, Aucilla Landing and Freeman Roads along with the roads within the Steinhatchee Acres Subdivision.

1. I hereby agree to indemnify, hold harmless and defend Taylor County, Florida from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, attorney fee, settlement or judgment as a result of my being injured while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.

2. I also hereby indemnify, hold harmless and release Taylor County, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any expense as a result of any injury on said project.

3. I hereby release Taylor County from liability of whatever kind of nature as a result of any injury on the above project.

4. I hereby agree that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

5. I hereby agree that I have relied on the legal advice of my attorney and that I fully understand this agreement and I have voluntarily executed same.

DONE AND EXECUTED this _____ day of _____, _____

WITNESS:

STATE OF _____
COUNTY OF _____

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

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

NOTARY PUBLIC

My Commission Expires: _____

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

by _____.

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

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

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

Whose business address is _____
_____ and

(if applicable) its Federal Employer Identification Number (FEIN) is _____,
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

3. My name is _____ and my relationship to the entity
name above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

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

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

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

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

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

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

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

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

NOTARY PUBLIC

My commission expires: _____

NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

_____ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

Witness

By: _____
Signature

Witness

Print Name and Title

STATE OF _____, (COUNTY OF _____)

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

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

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

____ Personally known to me, or

____ Did take an oath, or

____ Personal identification:

____ Did Not take an oath.

Type of Identification Produced

PART 2— CONTRACT FORMS

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

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

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

ARTICLE 1 - WORK

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

Road Improvement Plan Project – The intent of this contract is to secure all labor and equipment required for the Road Improvement Plan Projects, Taylor County, Florida. This project consists of improving existing limerock roadways along with new storm water facilities, signage and pavement markings, and other improvements as more fully detailed in the project plans and specifications. Roadways included in this project are Agner Acres, Aucilla Landing and Freeman Roads along with the roads within the Steinhatchee Acres Subdivision.

ARTICLE 2 - THE PROJECT

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

This project is to a lump sum project as specified on the Bid Proposal.

ARTICLE 3 – ENGINEER/PROJECT ADMINISTRATION

3.01 The Project has been designed by:

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

3.02 The Project will be administered by:

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

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

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 240 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 255 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

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

4.04 Correction Period/Warranty

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

ARTICLE 5 - CONTRACT PRICE

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

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

	(\$_____)
(words)	(numerals)

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

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

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

a. 90% percent of Work completed (with the balance being retainage); and

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

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

6.03 Final Payment

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

ARTICLE 7 - INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance and Payment bond.
3. Standard General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings consisting of 193 sheets with each sheet bearing the following general title: Agner Acres Road, Aucilla Landing Road, Freeman Road or Steinhatchee Acres Subdivision [or] the Drawings listed on attached sheet index.
7. Addenda (numbers _____ to _____, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages _____ to _____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 - c. Contractor's and Subcontractor's Valid Business/Contractor Licensing/Registration Information.
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed.
- b. Work Change Directives.
- c. Change Order(s).

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

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

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

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Preference To State Residents

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

10.05 Other Provisions

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

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

This Agreement will be effective on _____, 2014 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

Taylor County Board of County Commissioners

By: Jack R. Brown

By: _____

Title: County Administrator

Title: _____

[COUNTY SEAL]

[CORPORATE SEAL]

Attest: Annie Mae Murphy

Attest: _____

Title: Taylor County Clerk of Court

Title: _____

Address for giving notices:

Address for giving notices:

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

OR

P.O. Box 620, Perry, FL 32348

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

License No.: _____

(Where applicable)

Agent for service or process: _____

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

BID BOND

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

BIDDER (Name and Address):

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

OWNER (Name and Address):

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

BID

Bid Due Date: January 31, 2014

Project (Brief Description Including Location): *Road Improvement Plan Project – The intent of this contract is to secure all labor and equipment required for the Road Improvement Plan Projects, Taylor County, Florida. This project consists of improving existing limerock roadways along with new storm water facilities, signage and pavement markings, and other improvements as more fully detailed in the project plans and specifications. Roadways included in this project are Agner Acres, Aucilla Landing and Freeman Roads along with the roads within the Steinhatchee Acres Subdivision.*

BOND

Bond Number:

Date (Not later than Bid due date):

Penal Sum: _____

(Words)

(Figures)

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

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

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

Attest: _____
Signature and Title

Attest: _____
Signature and Title

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

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

1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and

1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

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

3. This obligation shall be null and void if:

3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2. All Bids are rejected by Owner, or

3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

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

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

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

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

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

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

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

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

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

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

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

CONTRACT

Date:

Amount:

Description (Name and Location): *Road Improvement Plan Project – The intent of this contract is to secure all labor and equipment required for the Road Improvement Plan Projects, Taylor County, Florida. This project consists of improving existing limerock roadways along with new storm water facilities, signage and pavement markings, and other improvements as more fully detailed in the project plans and specifications. Roadways included in this project are Agner Acres, Aucilla Landing and Freeman Roads along with the roads within the Steinhatchee Acres Subdivision.*

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

Road Improvement Plan Projects

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

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

PAYMENT BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

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

CONTRACT

Date:

Amount:

Description (Name and Location): *Road Improvement Plan Project – The intent of this contract is to secure all labor and equipment required for the Road Improvement Plan Projects, Taylor County, Florida. This project consists of improving existing limerock roadways along with new storm water facilities, signage and pavement markings, and other improvements as more fully detailed in the project plans and specifications. Roadways included in this project are Agner Acres, Aucilla Landing and Freeman Roads along with the roads within the Steinhatchee Acres Subdivision.*

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

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

Attest:

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

Road Improvement Plan Projects

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

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

PART 3 – CONDITIONS OF THE CONTRACT

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

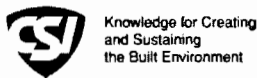
AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



The Associated General Contractors of America



Construction Specifications Institute

Copyright ©2002

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

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).

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 - DEFINITIONS AND TERMINOLOGY	6
1.01 <i>Defined Terms</i>	6
1.02 <i>Terminology</i>	8
ARTICLE 2 - PRELIMINARY MATTERS	9
2.01 <i>Delivery of Bonds and Evidence of Insurance</i>	9
2.02 <i>Copies of Documents</i>	9
2.03 <i>Commencement of Contract Times; Notice to Proceed</i>	9
2.04 <i>Starting the Work</i>	9
2.05 <i>Before Starting Construction</i>	9
2.06 <i>Preconstruction Conference</i>	9
2.07 <i>Initial Acceptance of Schedules</i>	9
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE	10
3.01 <i>Intent</i>	10
3.02 <i>Reference Standards</i>	10
3.03 <i>Reporting and Resolving Discrepancies</i>	10
3.04 <i>Amending and Supplementing Contract Documents</i>	10
3.05 <i>Reuse of Documents</i>	11
3.06 <i>Electronic Data</i>	11
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS	11
4.01 <i>Availability of Lands</i>	11
4.02 <i>Subsurface and Physical Conditions</i>	11
4.03 <i>Differing Subsurface or Physical Conditions</i>	12
4.04 <i>Underground Facilities</i>	12
4.05 <i>Reference Points</i>	13
4.06 <i>Hazardous Environmental Condition at Site</i>	13
ARTICLE 5 - BONDS AND INSURANCE	14
5.01 <i>Performance, Payment, and Other Bonds</i>	14
5.02 <i>Licensed Sureties and Insurers</i>	14
5.03 <i>Certificates of Insurance</i>	14
5.04 <i>Contractor's Liability Insurance</i>	15
5.05 <i>Owner's Liability Insurance</i>	15
5.06 <i>Property Insurance</i>	15
5.07 <i>Waiver of Rights</i>	16
5.08 <i>Receipt and Application of Insurance Proceeds</i>	17
5.09 <i>Acceptance of Bonds and Insurance; Option to Replace</i>	17
5.10 <i>Partial Utilization, Acknowledgment of Property Insurer</i>	17
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES	17
6.01 <i>Supervision and Superintendence</i>	17
6.02 <i>Labor; Working Hours</i>	18
6.03 <i>Services, Materials, and Equipment</i>	18
6.04 <i>Progress Schedule</i>	18
6.05 <i>Substitutes and "Or-Equals"</i>	18
6.06 <i>Concerning Subcontractors, Suppliers, and Others</i>	20
6.07 <i>Patent Fees and Royalties</i>	20
6.08 <i>Permits</i>	21
6.09 <i>Laws and Regulations</i>	21
6.10 <i>Taxes</i>	21
6.11 <i>Use of Site and Other Areas</i>	21
6.12 <i>Record Documents</i>	21
6.13 <i>Safety and Protection</i>	22
6.14 <i>Safety Representative</i>	22
6.15 <i>Hazard Communication Programs</i>	22
6.16 <i>Emergencies</i>	22
6.17 <i>Shop Drawings and Samples</i>	22

Road Improvement Plan Projects	
6.18 Continuing the Work	23
6.19 Contractor's General Warranty and Guarantee	23
6.20 Indemnification	24
6.21 Delegation of Professional Design Services	24
ARTICLE 7 - OTHER WORK AT THE SITE	25
7.01 Related Work at Site	25
7.02 Coordination	25
7.03 Legal Relationships	25
ARTICLE 8 - OWNER'S RESPONSIBILITIES	25
8.01 Communications to Contractor	25
8.02 Replacement of Engineer	25
8.03 Furnish Data	25
8.04 Pay When Due	25
8.05 Lands and Easements; Reports and Tests	26
8.06 Insurance	26
8.07 Change Orders	26
8.08 Inspections, Tests, and Approvals	26
8.09 Limitations on Owner's Responsibilities	26
8.10 Undisclosed Hazardous Environmental Condition	26
8.11 Evidence of Financial Arrangements	26
ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION	26
9.01 Owner's Representative	26
9.02 Visits to Site	26
9.03 Project Representative	26
9.04 Authorized Variations in Work	27
9.05 Rejecting Defective Work	27
9.06 Shop Drawings, Change Orders and Payments	27
9.07 Determinations for Unit Price Work	27
9.08 Decisions on Requirements of Contract Documents and Acceptability of Work	27
9.09 Limitations on Engineer's Authority and Responsibilities	27
ARTICLE 10 - CHANGES IN THE WORK; CLAIMS	28
10.01 Authorized Changes in the Work	28
10.02 Unauthorized Changes in the Work	28
10.03 Execution of Change Orders	28
10.04 Notification to Surety	28
10.05 Claims	28
ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK	29
11.01 Cost of the Work	29
11.02 Allowances	30
11.03 Unit Price Work	31
ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES	31
12.01 Change of Contract Price	31
12.02 Change of Contract Times	32
12.03 Delays	32
ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK	32
13.01 Notice of Defects	32
13.02 Access to Work	32
13.03 Tests and Inspections	32
13.04 Uncovering Work	33
13.05 Owner May Stop the Work	33
13.06 Correction or Removal of Defective Work	33
13.07 Correction Period	33
13.08 Acceptance of Defective Work	34
13.09 Owner May Correct Defective Work	34
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION	34
14.01 Schedule of Values	35
14.02 Progress Payments	35
14.03 Contractor's Warranty of Title	36
14.04 Substantial Completion	36

Road Improvement Plan Projects

14.05	<i>Partial Utilization</i>	37
14.06	<i>Final Inspection</i>	37
14.07	<i>Final Payment</i>	37
14.08	<i>Final Completion Delayed</i>	38
14.09	<i>Waiver of Claims</i>	38
ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION		38
15.01	<i>Owner May Suspend Work</i>	38
15.02	<i>Owner May Terminate for Cause</i>	38
15.03	<i>Owner May Terminate For Convenience</i>	39
15.04	<i>Contractor May Stop Work or Terminate</i>	39
ARTICLE 16 - DISPUTE RESOLUTION		39
16.01	<i>Methods and Procedures</i>	39
ARTICLE 17 - MISCELLANEOUS		40
17.01	<i>Giving Notice</i>	40
17.02	<i>Computation of Times</i>	40
17.03	<i>Cumulative Remedies</i>	40
17.04	<i>Survival of Obligations</i>	40
17.05	<i>Controlling Law</i>	40
17.06	<i>Headings</i>	40

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

30. *PCBs*--Polychlorinated biphenyls.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part

thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in

connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work

shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. Contractor's Review of Contract Documents

Before Starting Work: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample;
(Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

**ARTICLE 4 - AVAILABILITY OF LANDS;
SUBSURFACE AND PHYSICAL CONDITIONS;
HAZARDOUS ENVIRONMENTAL CONDITIONS;
REFERENCE POINTS**

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

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

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

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for

Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 Differing Subsurface or Physical Conditions

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the

categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 Underground Facilities

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.

4.05 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations,

and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 Hazardous Environmental Condition at Site

A. Reports and Drawings: Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the Scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the Scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and

against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs

5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver

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;
7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the

amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed

sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general Scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,
2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday

pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if

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

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate

decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or

any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the

amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor

agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particu-

lars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
- b. consent of the surety, if any, to final payment;
- c. a list of all Claims against Owner that Contractor believes are unsettled; and
- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment

and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and, will be paid by Owner to Contractor.

14.08 Final Completion Delayed

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become

final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
2. agrees with the other party to submit the Claim to another dispute resolution process, or
3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive

final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following:

- A. Owner shall furnish to Contractor up to three printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.*

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports on drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.*
- B. Not Used.*

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

- C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:*
- 1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:*
- | | | |
|-----------|--|------------------|
| <i>a.</i> | <i>State</i> | <i>Statutory</i> |
| <i>b.</i> | <i>Applicable Federal (e.g., Longshoreman's)</i> | <i>Statutory</i> |
| <i>c.</i> | <i>Employer's Liability</i> | <i>\$100,000</i> |
- 2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:*
- | | | |
|-----------|--|--------------------|
| <i>a.</i> | <i>General Aggregate</i> | <i>\$1,000,000</i> |
| <i>b.</i> | <i>Products – Completed Operations Aggregate</i> | <i>\$1,000,000</i> |
| <i>c.</i> | <i>Personal and Advertising Injury</i> | <i>\$1,000,000</i> |
| <i>d.</i> | <i>Each Occurrence (Bodily Injury and Property Damage)</i> | <i>\$1,000,000</i> |
| <i>e.</i> | <i>Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.</i> | |
| <i>f.</i> | <i>Excess or Umbrella Liability</i> | |
| | <i>1) General Aggregate</i> | <i>\$1,000,000</i> |
| | <i>2) Each Occurrence</i> | <i>\$1,000,000</i> |

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

- a. *Bodily Injury:*
 - 1) *Each person* \$1,000,000
 - 2) *Each Accident* \$1,000,000
- b. *Property Damage:*
 - 1) *Each Accident* \$ 500,000
- c. *Combined Single Limit of* \$1,000,000

4. *The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:*

- a. *Bodily Injury:*
 - 1) *Each Accident* \$1,000,000
 - 2) *Annual Aggregate* \$1,000,000
- b. *Property Damage:*
 - 1) *Each Accident* \$1,000,000
 - 2) *Annual Aggregate* \$1,000,000

5.04.B.1. Additional Insureds:

Taylor County Board of County Commissioners

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

- H. *The Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.*

SC-6.10 Add a new paragraph immediately after Paragraph 6.10.A:

- B. *Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner.*
- 1. *Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.*
 - 2. *Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.*

SC-6.13

Permits secured from the County, City, Florida Department of Transportation, Florida Department of Health, Suwannee River Water Management District, Army Corp of Engineers or the Florida Department of Environmental Protection and specific requirements shall be strictly adhered to, including all requirements for the protection of wetlands and Manatees, if applicable.

SC-9.03.A. Add the following language at the end of paragraph 9.03.A:

1. *The County will provide Project Representative services for this project. All work performed for this project shall be inspected by an authorized representative of the Board of County Commissioners of Taylor County on a five day, 8:00 a.m. ~ 5:00 p.m., Monday through Friday work week, excluding County-designated holidays. If weekend work becomes necessary, it must be authorized by the County's representative at least three days prior to scheduling of such work.*
 - a. *The authorized representative shall be given no less than 24 hours prior notice of the expected time and date of pertinent aspects of this project to include, but not be limited to, concrete pours, material deliveries, lane closures etc.*
 - b. *The following individuals, in the listed order, will be the responsible agent(s) for the County:*

*Jack R. Brown, County Administrator
Andy McLeod, Public Works Division Director
Kenneth Dudley, County Engineer
Brent Burford, Engineer*

SC-14.02.A.3 Add the following language at the end of paragraph 14.02.A.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:

1. *The Application for Payment with Engineer's recommendations will be presented to the County for consideration. If the County finds the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 14.02.D will become due thirty days after the Application for Payment is presented to the County, and the County will make payment to the Contractor.*

SC-16

The venue for all disputes shall be Taylor County, Florida.

PART 4— SUPPLEMENTAL SPECIFICATIONS

SUPPLEMENTAL SPECIFICATIONS

1. The Taylor County Board of County Commissioners is improving several roadways under the terms of the Secondary Roads Improvement Plan and the MSBU Improvement plan. This project consists of improving existing limerock roadways along with new storm water facilities, signage and pavement markings, and other improvements as more fully detailed in the project plans and specifications. Roadways included in this project are Agner Acres, Aucilla Landing and Freeman Roads along with the roads within the Steinhatchee Acres Subdivision. All work shall be completed in accordance with "Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards", latest edition or "FDOT Standard Specifications for Road and Bridge Construction", latest edition and as amended by these specifications or plans.
2. FDOT MODIFICATIONS - When "FDOT Roadway and Traffic Design Standards" or "FDOT Standard Specifications for Road and Bridge Construction" refers to FDOT, Engineer, Department, Inspector, these items shall refer to Taylor County Engineer or authorized representative. When "FDOT Roadway and Traffic Design Standards" or "FDOT Standard Specifications for Road and Bridge Construction" refers to Laboratory this item refers to an independent properly licensed testing lab selected by Contractor with approval of County and fully compensated by Contractor.
3. FDOT SPECIFICATIONS – When the specifications refer to the State of Florida or officials of the State it shall be interpreted as the County Commissioners or their authorized representative.
4. WARRANTY - The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a three-year period after the date of final acceptance. The Performance Bond for this project may be reduced to 75% of the contract amount after completion of the first year of warranty and then further reduced to 50% for the final year.
5. All materials used shall meet all requirements of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and methods of construction shall meet all requirements of the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition. Materials testing for this project shall be performed by an independent properly licensed testing lab selected by the Contractor with approval of the County and compensated by the Contractor. Results of required testing shall be forwarded and approved prior to covering work and prior to acceptance for payment.
6. The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout shall be done using competent and experienced personnel under the supervision of a Land Surveyor registered in the State of Florida at the Contractor's expense. Control points established by the Owner and disturbed by the Contractor will be replaced by the Contractor at his expense. Survey monuments or markers which will be removed by construction shall be properly referenced to the right-of-way line prior to removal. Reference documentation shall be provided to the County upon project

- completion. Project control shall be permanently established once all pavement has been completed.
7. Once each phase of this project begins, the Contractor shall maintain asphalt application efforts at one location at a time. Taylor County shall provide one (1) authorized representative to be on site during asphalt application. All material tickets shall be presented to this representative at time of delivery and indicate required information (FDOT #, Tonnage, Temp, etc.).
 8. Material Testing and Sampling shall be completed as required by the FDOT Standard Specifications, these Supplemental Specifications and the Construction Plans. Additional random material samples shall be collected and tests run at the discretion of Taylor County's authorized representative as part of the mandatory testing requirements.
 9. Unless otherwise authorized, regulate paving machine speed to no more than 70 feet-per-minute to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
 10. Offset longitudinal joints in successive asphalt courses a minimum of 4 inches. Offset lateral joints in asphalt courses a minimum of 24 inches.
 11. LIMEROCK BASE: There shall be no adjustment or extra payment for additional thickness of base material.
 12. PRIME COAT: A prime coat shall be applied to the finished base course prior to the application of asphalt courses at the rate of 0.10 gallon per square yard per asphalt course application. Use of EPR-1 will be permitted as a Prime Coat with submission of a FDOT pretest certification and when diluted at no less than a 3:1 water ratio and applied at 0.2~0.25 gal/sy. Prime coat shall include an approved cover material and be allowed to cure a minimum of 24 hours before paving commences.
 13. SEEDING & MULCHING {Performance Turf}: Permanent seed shall be (Bermuda @ 80 lb/acre), temporary seed (Rye {October ~ March} or Brown Top Millet {April ~ September} @ 20 lb/acre) mixture and placement. Seed shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition.
 14. SODDING {Performance Turf (SOD)}: Roadway Sod shall be rolled Bermuda. Remaining areas may be pallet sod. Sod shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition. Sod may be required to match adjacent type in and around residential properties.
 15. Unless noted otherwise, roadway improvements shall include providing & installing OM2V at each approach side of all cross-drains throughout the projects limits.
 16. Unless noted otherwise, all D3 Street name signage shall use a 9 inch high sign with 6 inch uppercase and 4 inch lower case lettering. Public Street names shall be placed on a green sign with white lettering and border. Private Streets shall use a blue background sign with white lettering and border.
 17. CONCRETE: Unless noted otherwise, all concrete shall use one of the curing materials consistent with Section 925, FDOT Specifications, latest edition.

PART 5 – DRAWINGS (BOUND SEPARATELY)

BEFORE YOU DIG !

CALL SUNSHINE STATE ONE CALL OF FLORIDA

AT LEAST TWO FULL BUSINESS DAYS BEFORE

DIGGING OR DISTURBING EARTH



1-800-432-4770

811

Know what's below.

Call before you dig.

TAYLOR COUNTY

BOARD OF COUNTY COMMISSIONERS

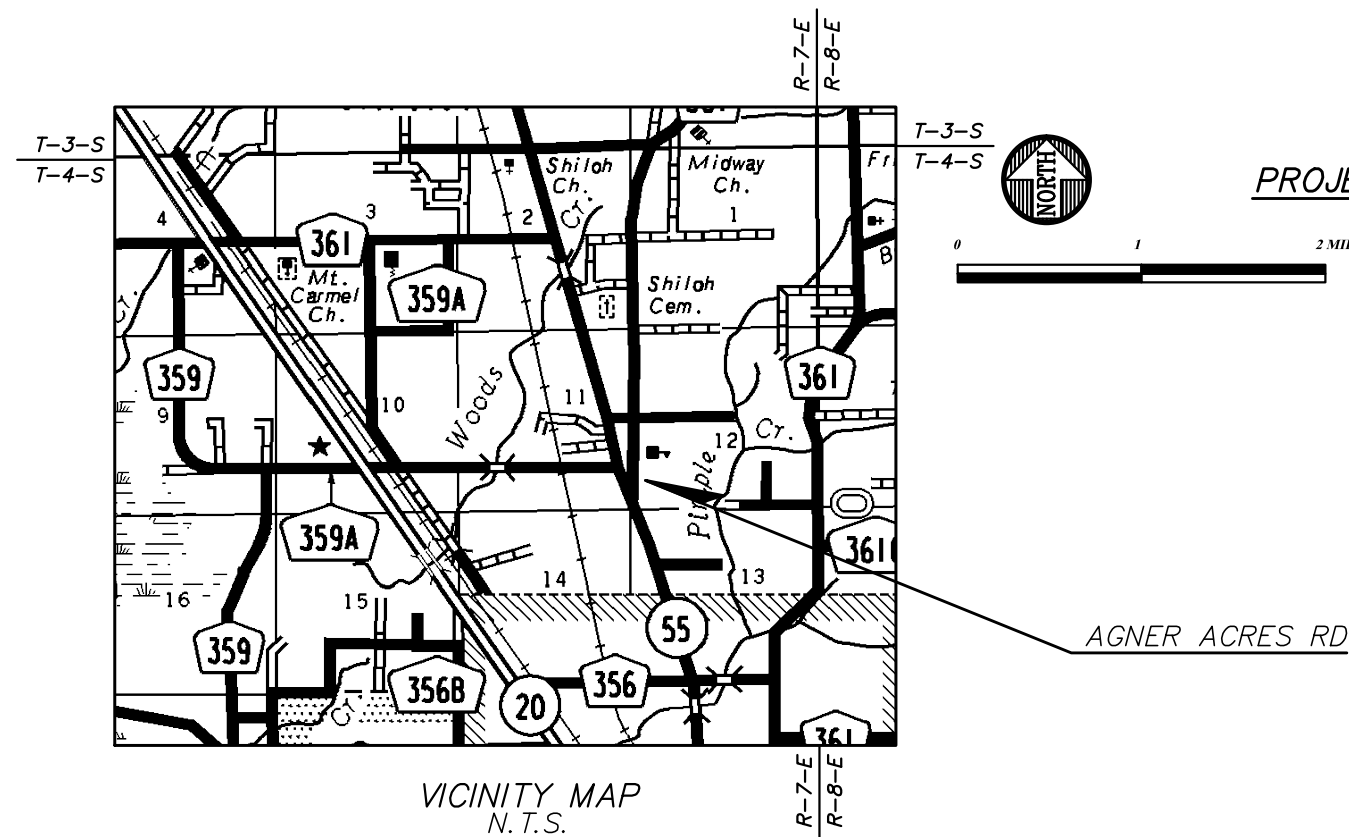
AGNER ACRES RD CONSTRUCTION PLANS

SECONDARY ROADS IMPROVEMENT PLAN PROJECT

TAYLOR COUNTY PROJECT NO. 2013-002-ENG

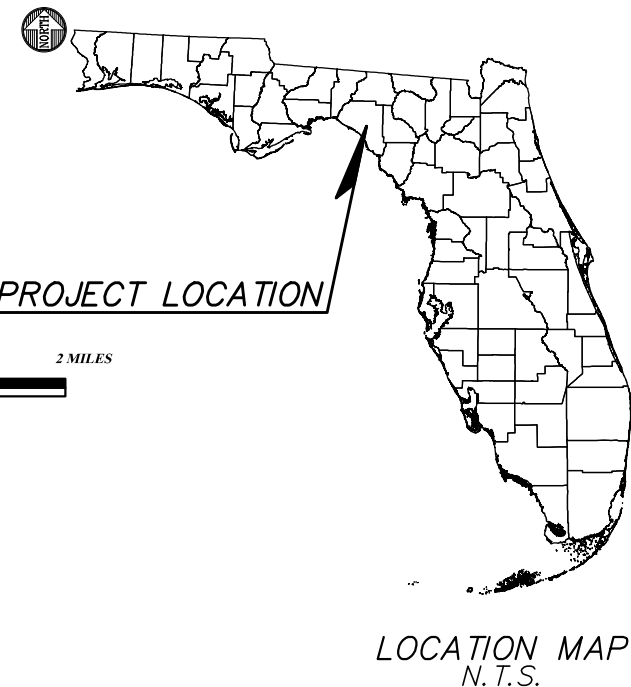
PLAN INDEX	
SHEET	DESCRIPTION
1	COVER AND CONTENTS OF SET
2	GENERAL NOTES
3~5	TYPICAL SECTION
6~8	SUMMARY OF QUANTITIES
9~19	PLAN & PROFILE
20~81	CROSS SECTIONS
S-1	SIGNAGE SCHEDULE
S-2	STRIPING PLAN
S-3~S-9	SIGNING AND PAVEMENT MARKINGS
TC-1	TRAFFIC CONTROL
SWPP-1	STORM WATER POLLUTION PREVENTION PLAN

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
SECONDARY ROADS IMPROVEMENT PLAN PROJECT



LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY	1,864	0.35
BRIDGES	0.00	0.00
NET LENGTH OF PROJECT	1,864	0.35
EXCEPTIONS	0.00	0.00
GROSS LENGTH OF PROJECT	1,864	0.35

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION,
DESIGN STANDARDS, 2014 EDITION;
STANDARD SPECIFICATIONS FOR ROAD AND
BRIDGE CONSTRUCTION, 2014 EDITION; AND
TAYLOR COUNTY LAND DEVELOPMENT REGULATIONS,
AS AMENDED BY CONTRACT DOCUMENTS.



ROADWAY SHOP DRAWINGS TO BE
SUBMITTED TO:

KENNETH DUDLEY, P.E.
TAYLOR COUNTY ENGINEERING DIVISION
201 EAST GREEN STREET
PERRY, FL 32347

NOTE: THE SCALE OF THESE
PLANS MAY HAVE CHANGED DUE TO
REPRODUCTION.

ROADWAY PLANS
ENGINEER OF RECORD: KENNETH DUDLEY
P.E. NO.: 58014

PROJECT NO.

2013-002-ENG

PROJECT NAME

AGNER ACRES RD

SHEET NO.

1

COVER #

1

DATE

12/11/13

SCALE

1" = 40'

DESIGNED BY

KRD

DRAWN BY

BOB

CHECKED BY

KRD

APPROVED BY

BOCC

TAYLOR COUNTY ENGINEERING DIVISION

BOARD OF COUNTY COMMISSIONERS

201 E. GREEN STREET PERRY, FL. 32347

PH: (850) 838-3500 FAX: (850) 838-3501

E-MAIL: county.engineer@taylorcountygov.com

SEAL

KENNETH R. DUDLEY

58014

DATE

12/11/2013 2:24 PM

FILE NAME

C#QTO

SUMMARY OF ROADWAY ITEMS AND QUANTITIES				
FDOT INDEX	ITEM No.	LUMP SUM ITEM	UNIT	STATION 12+55~21+70
				QUANTITY
17302,17359,etc.		SIGNAGE	LS	1
	101-1	MOBILIZATION	LS	1
600 Series	102-1	MAINTENANCE OF TRAFFIC	LS	1
102	104-10-3	SEDIMENT BARRIER	LF	0
	107-2	MOWING	AC	1.7
285, 500, 505	120-1	REGULAR EXCAVATION	CY	2471
500, 505	120-6	EMBANKMENT	CY	619
506	160-4	TYPE B STABILIZED SUB-GRADE LBR 40	SY	4381
513	285-704	OPTIONAL BASE GROUP 4	SY	4184
513	285-706	OPTIONAL BASE GROUP 11	SY	0
513	334-1-12	STRUCTURAL/SURFACE COURSE (1.50 in / SY SP-12.5) (TRAFFIC B)	TN	0
513	334-1-13	STRUCTURAL/SURFACE COURSE (1.50 in / SY FC-12.5) (TRAFFIC C)	TN	329.1
250	400-1-2	CLASS I CONCRETE, ENDWALLS	CY	0
205	430-174-118	PIPE CULVERT OPTIONAL MATERIAL, ROUND 18", SD	LF	0
205	430-174-218	PIPE CULVERT OPTIONAL MATERIAL, 23"x14" ELL. SD	LF	0
205	430-175-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND 24", CD	LF	0
205	430-175-130	PIPE CULVERT OPTIONAL MATERIAL ROUND 30", CD	LF	0
205	430-175-136	PIPE CULVERT OPTIONAL MATERIAL ROUND 36", CD	LF	0
205	430-94-1	DESILTING PIPES - 0 ~ 24"	LF	0
205	430-94-2	DESILTING PIPES - 25 ~ 36"	LF	0
273	430-984-125	MITERED END SECTION, 18", SD	EA	0
272	430-982-129	MITERED END SECTION, 24", CD	EA	0
272	430-982-133	MITERED END SECTION, 30", CD	EA	0
273	430-984-625	MITERED END SECTION, 23"x14" ELLIPTICAL, SD	EA	0
104, 105	570-1-1	PERFORMANCE TURF	SY	8382
105, 281	570-1-2	PERFORMANCE TURF, SOD	SY	1037
17346	710-11-210	CENTER STRIPE (4" YELLOW) SOLID (MUTCD PART III)	NM	.658
17346	710-11-211	CENTER STRIPE (6" YELLOW) SOLID (MUTCD PART III)	NM	0
17346	710-11-231	CENTER STRIPE (6" YELLOW) SKIP (MUTCD PART III)	GM	0
17346	710-11-111	EDGE STRIPE (6" WHITE) SOLID (MUTCD PART III)	NM	0
17346	711-11-125	STOP BAR (24" WHITE THERMOPLASTIC) (MUTCD PART III)	LF	14
17346	710-90	PAINTED PAVEMENT MARKINGS (FINAL SURFACE 2 APPLICATIONS)	LS	1
515, 516	334-1-11	SIDE STREETS/TURNOUTS - ASPHALT SURFACE COURSE-1.50 IN/SY	TN	19.8
513	285-704	OPTIONAL BASE GROUP 4	SY	0
515, 516	160-4	SIDE STREETS - TYPE B STABILIZED SUBGRADE (LBR 40)	SY	0
515, 516	286-1	TURNOUTS (BASE)	SY	240

NOTES FOR ITEMS:

THESE QUANTITIES ARE ESTIMATES AND MAY BE ADJUSTED BASED ON ACTUAL FIELD CONDITIONS. CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL FIELD CONDITIONS AND JOB REQUIREMENTS PRIOR TO SUBMITTING A PROPOSAL.

- 102-1

MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MUTCD. INCLUDES THE COST OF ALL ITEMS WHICH ARE REQUIRED FOR TRAFFIC CONTROL AND ARE NOT SPECIFICALLY INCLUDED IN THE ROADWAY SUMMARY PAY ITEMS. ALL REFERENCES TO TRAFFIC CONTROL SHOULD BE TO THE WORK ZONE TRAFFIC CONTROL, PART SIX, TEMPORARY TRAFFIC CONTROL, LATEST EDITION.
- THIS ITEM IS TO INCLUDE THE COST OF TEMPORARY STRIPING TO BE APPLIED AT THE END OF EACH STRUCTURAL COURSE AND SURFACE COURSE. STRIPING TAPE NOT PERMITTED.
- 120-6

MAINTAIN A SHOULDER SLOPE OF 0.06 FT/FT MAXIMUM FROM THE EDGE OF THE ASPHALT PAVEMENT OUT TO THE SHOULDER POINT AS SPECIFIED IN THE SCOPE OF WORK. AREAS WITH EXCESS MATERIAL MAY BE USED AS BALANCE MATERIAL IN DEFICIENT AREAS OR STOCKPILED IN AN AREA APPROVED BY THE COUNTY ENGINEERING DIVISION OR AUTHORIZED REPRESENTATIVE FOR LATER REMOVAL BY THE CONTRACTOR. THE CONTRACTOR IS REQUIRED TO FURNISH ANY BORROW MATERIAL REQUIRED TO COMPLETE THIS ITEM AND IS TO BE INCLUDED IN THIS PAY ITEM.
- 334-1-1X

NO INCREASE IN ASPHALT PRICES WILL BE ALLOWED FOR BITUMINOUS OR DIESEL PRICE FLUCTUATIONS OR FOR VARIANCES OF LIQUID ASPHALT CONTENT IN JOB MIX FORMULA. THIS ALSO APPLIES TO RELATED ITEMS.
- 570-1-X

FERTILIZER: BASED ON 1ST APPLICATION @ 265 LB/ACRE AND 2ND APPLICATION @ 135 LB/ACRE OF 16-4-8.
- 570-1-X

WATER: BASED ON 2 APPLICATIONS. ALL AREAS THAT ARE SODDED SHALL BE THOROUGHLY SOAKED WITH WATER PRIOR TO AND AFTER THE SOD INSTALLATION.
- 570-1-2

INCLUDES COST OF PEGGING SOD ON STEEP SLOPES PER PLAN REQUIREMENTS. ALSO INCLUDES MATCHING OF PRIVATE OWNER TYPES OF SOD EXISTING PRIOR TO CONSTRUCTION, IF DESIRED BY OWNER AND/OR APPROVED BY THE COUNTY ENGINEERING DEPARTMENT OR AUTHORIZED REPRESENTATIVE.
- THIS ITEM MAY BE REDUCED OR INCREASED BASED ON FIELD CONDITIONS BY THE COUNTY ENGINEERING DEPARTMENT OR AUTHORIZED REPRESENTATIVE.

PROJECT NO.
2013-002-ENG

PROJECT NAME
AGNER ACRES RD

DESIGNED BY
KRD

DRAWN BY
BOB

CHECKED BY
KRD

APPROVED BY
BOCC

SHEET NO.
4

SUMMARY OF QUANTITIES

DATE
12/11/13

SCALE
1" = 40'

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
E-MAIL: county.engineer@taylorcountygov.com



SIGN
KENNETH R. DUDLEY

58014

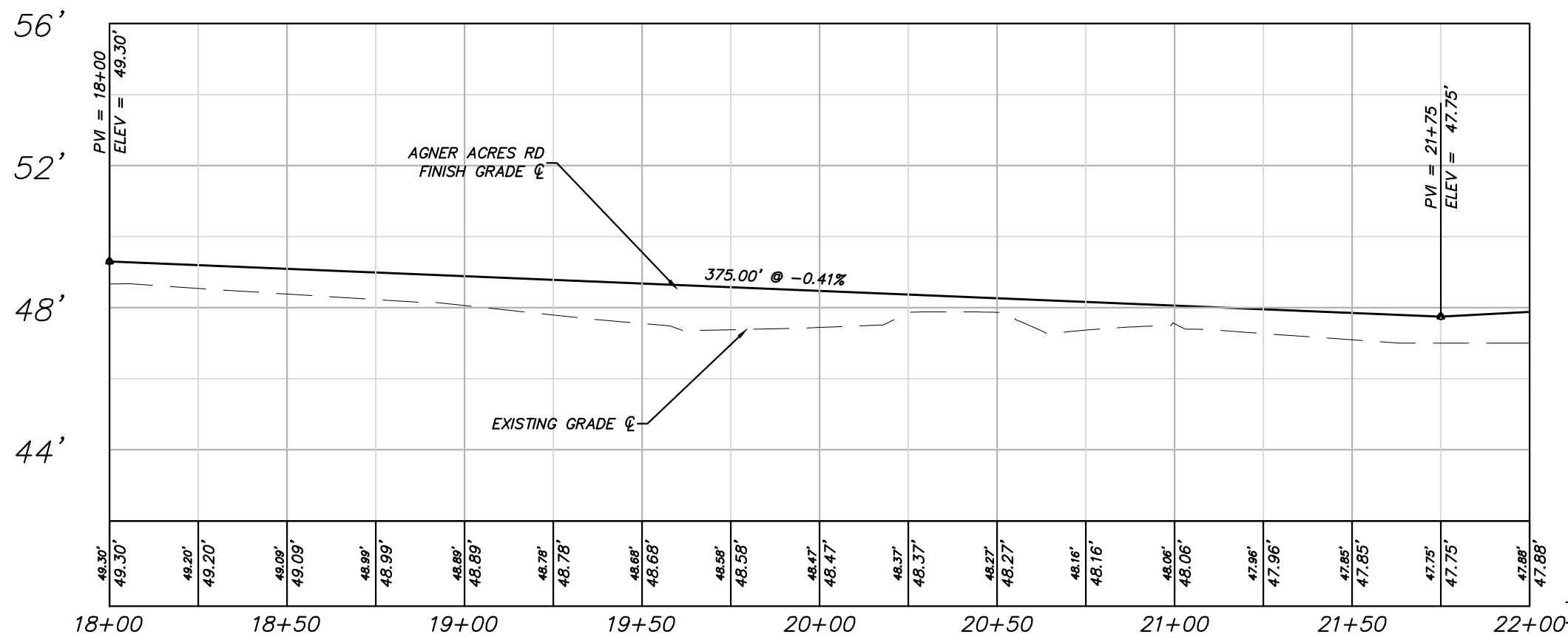
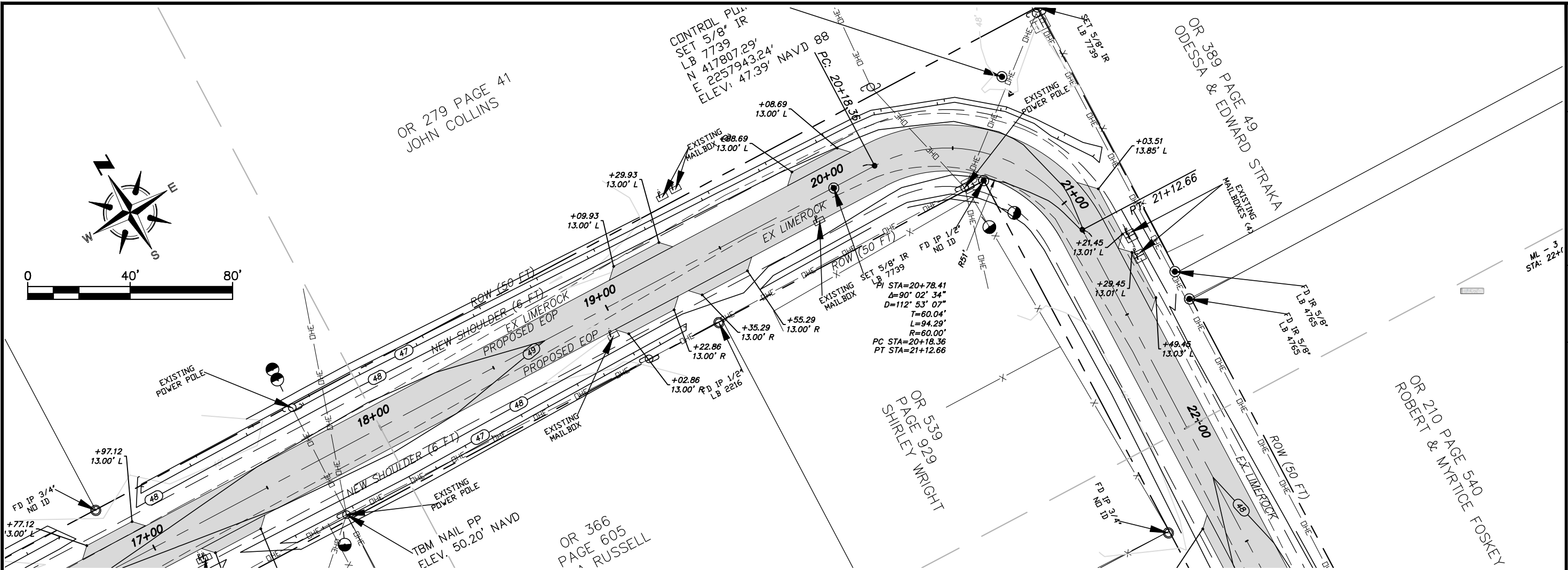
REVISION

DATE


FILE NAME
C#QTO

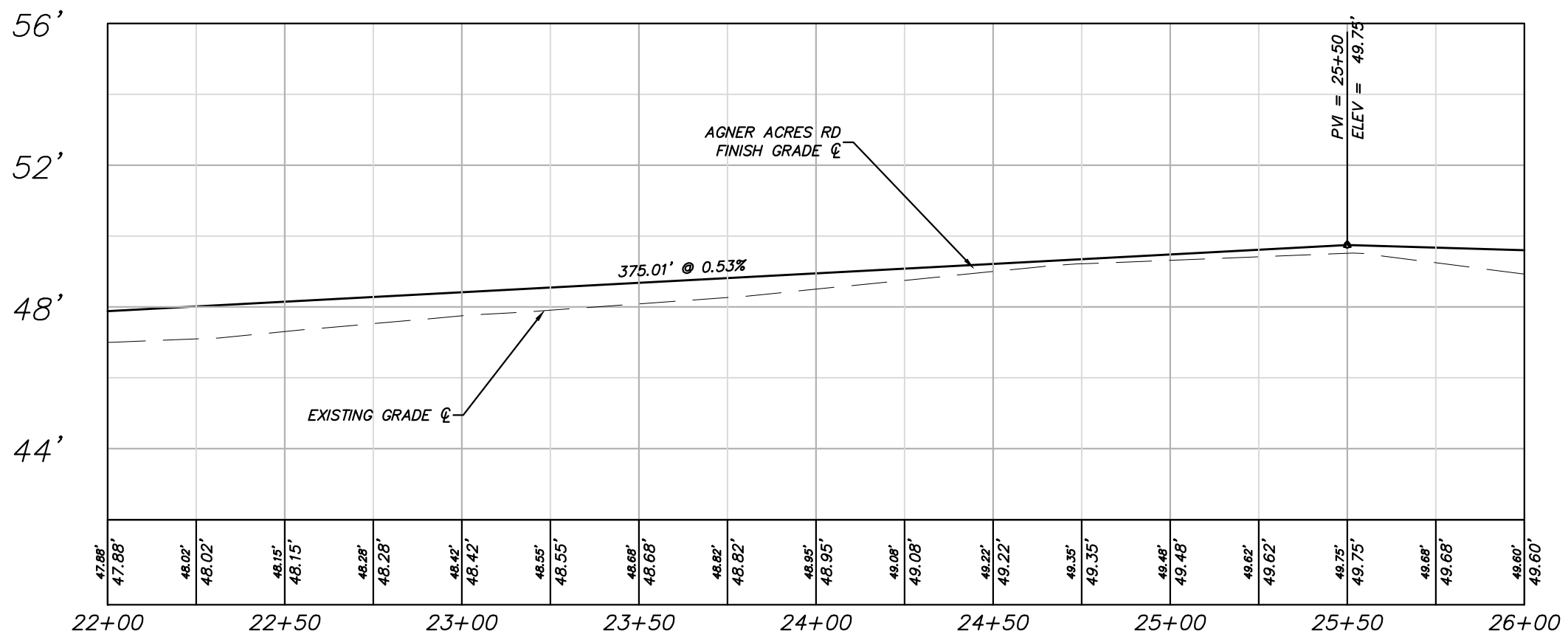
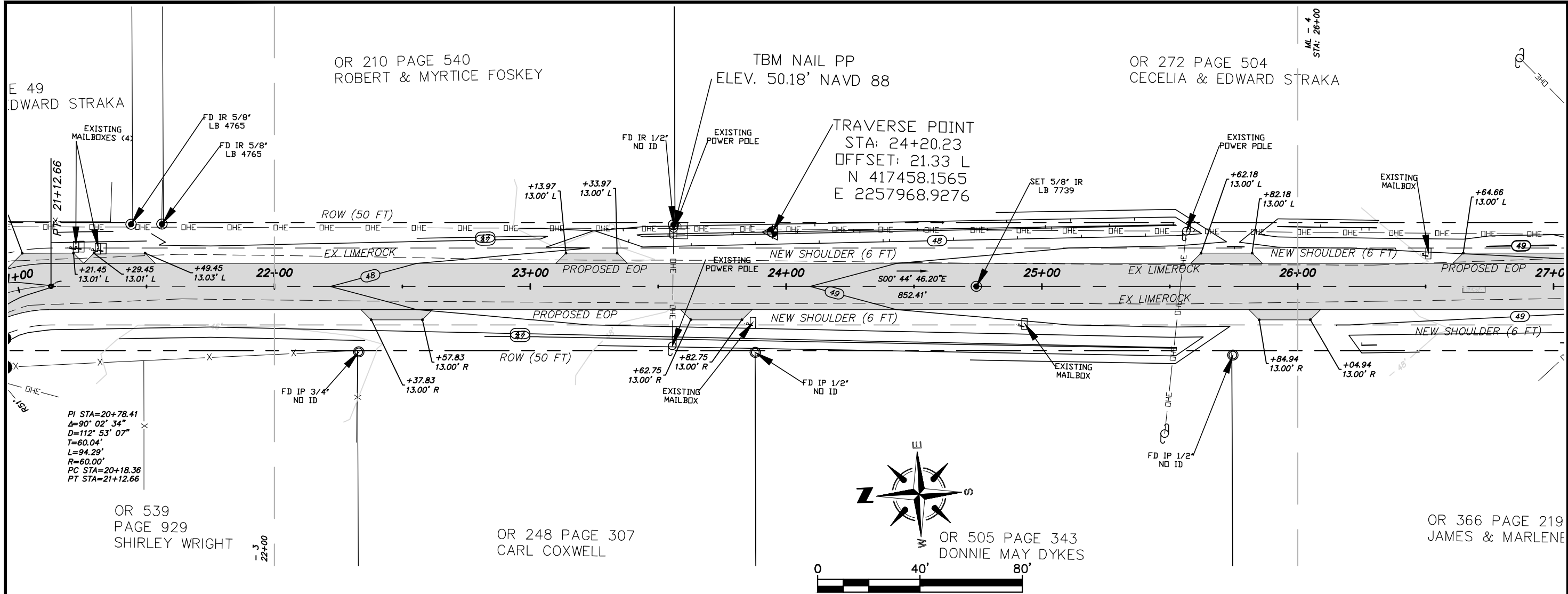
12/11/2013 2:24 PM

VERIFY SCALE
0 1" 0



SCALE:
HOR: 1"=40'
VER: 1"=4'

PROJECT NO.		2013-002-ENG	
PROJECT NAME		AGNER ACRES RD	
SHEET NO.		10	
DESIGNED BY		KRD	
DRAWN BY		BOB	
CHECKED BY		KRD	
PLAN & PROFILE		DATE	
APPROVED BY		12/11/13	
BOCC		1" = 40'	
TAYLOR COUNTY ENGINEERING DIVISION			
BOARD OF COUNTY COMMISSIONERS			
201 E. GREEN STREET PERRY, FL. 32347			
PH: (850) 838-3500 FAX: (850) 838-3501			
E-MAIL: county_engineer@taylorcountygov.com			
			
SEAL		1"	
KENNETH R. DUDLEY		0	
		VERIFY SCALE	
REVISION		58014	
DATE		FLOT DATE	
		12/11/2013 2:24 PM	
FILE NAME		PP	



SCALE:
HOR: 1\"=40'
VER: 1\"=4'

PROJECT NO. 2013-002-ENG		SHEET NO. 11		SHEET 11 OF 37	
PROJECT NAME AGNER ACRES RD		SHEET TITLE PLAN & PROFILE		SCALE 1\"=40'	
DESIGNED BY KRD		DRAWN BY BOB		CHECKED BY KRD	
APPROVED BY BOCC		DATE 12/11/13		FILE NAME PP	
TAYLOR COUNTY ENGINEERING DIVISION		BOARD OF COUNTY COMMISSIONERS		58014	
KENNETH R. DUDLEY		201 E. GREEN STREET PERRY, FL. 32347		12/11/2013 2:24 PM	
PH: (850) 838-3500 FAX: (850) 838-3501		E-MAIL: county.engineer@taylorcountygov.com			

BEFORE YOU DIG !

CALL SUNSHINE STATE ONE CALL OF FLORIDA

AT LEAST TWO FULL BUSINESS DAYS BEFORE

DIGGING OR DISTURBING EARTH



1-800-432-4770



Know what's below.
Call before you dig.

TAYLOR COUNTY

BOARD OF COUNTY COMMISSIONERS

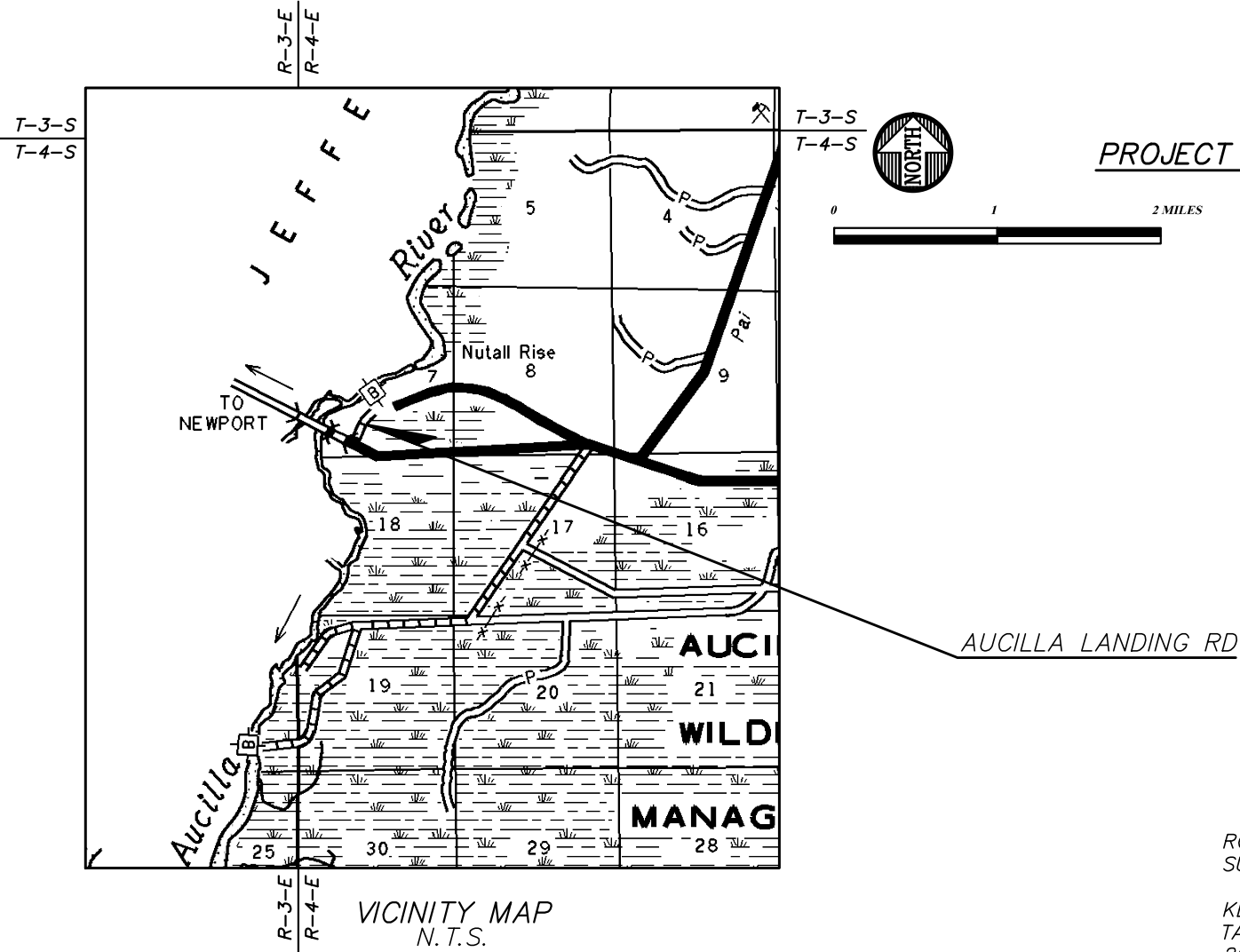
AUCILLA LANDING ROAD

SECONDARY ROADS IMPROVEMENT PLAN

TAYLOR COUNTY PROJECT NO. 2012-008-ENG

PLAN INDEX

SHEET	DESCRIPTION
1	COVER AND CONTENTS OF SET
2	GENERAL NOTES
3	TYPICAL SECTION
4~6	SUMMARY OF QUANTITIES
7~9	PLAN & PROFILE
10~21	CROSS SECTIONS
S-1	SIGNAGE SCHEDULE
S-2	STRIPING PLAN
S-3~S-4	SIGNING AND PAVEMENT MARKINGS
TC-1	TRAFFIC CONTROL
SWPP-1	STORM WATER POLLUTION PREVENTION PLAN



SUMMARY OF ROADWAY ITEMS AND QUANTITIES				
FDOT INDEX	ITEM No.	LUMP SUM ITEM	UNIT	STATION 12+55~21+70
				QUANTITY
17302,17359,etc.		SIGNAGE	LS	1
	101-1	MOBILIZATION	LS	1
600 Series	102-1	MAINTENANCE OF TRAFFIC	LS	1
102	104-10-3	SEDIMENT BARRIER	LF	304
	107-2	MOWING	AC	0
285, 500, 505	120-1	REGULAR EXCAVATION	CY	540.5
500, 505	120-6	EMBANKMENT	CY	498.5
506	160-4	TYPE B STABILIZED SUB-GRADE LBR 40	SY	2032.5
513	285-704	OPTIONAL BASE GROUP 4	SY	1930.9
513	285-706	OPTIONAL BASE GROUP 11	SY	0
513	334-1-12	STRUCTURAL/SURFACE COURSE (1.50 in / SY SP-12.5) (TRAFFIC C)	TN	150.9
513	334-1-12	STRUCTURAL/SURFACE COURSE (1.50 in / SY FC-12.5) (TRAFFIC C)	TN	0
250	400-1-2	CLASS I CONCRETE, ENDWALLS	CY	10.1
205	430-174-118	PIPE CULVERT OPTIONAL MATERIAL, ROUND 18", SD	LF	0
205	430-174-218	PIPE CULVERT OPTIONAL MATERIAL, 23"x14" ELL. SD	LF	0
205	430-175-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND 24", CD	LF	110
205	430-175-130	PIPE CULVERT OPTIONAL MATERIAL ROUND 30", CD	LF	0
205	430-175-136	PIPE CULVERT OPTIONAL MATERIAL ROUND 36", CD	LF	0
205	430-94-1	DESILTING PIPES - 0 ~ 24"	LF	0
205	430-94-2	DESILTING PIPES - 25 ~ 36"	LF	0
273	430-984-125	MITERED END SECTION, 18", SD	EA	0
272	430-982-129	MITERED END SECTION, 24", CD	EA	0
272	430-982-133	MITERED END SECTION, 30", CD	EA	0
273	430-984-625	MITERED END SECTION, 23"x14" ELLIPTICAL, SD	EA	0
104, 105	570-1-1	PERFORMANCE TURF	SY	4,215
105, 281	570-1-2	PERFORMANCE TURF, SOD	SY	706
17346	710-11-210	CENTER STRIPE (4" YELLOW) SOLID (MUTCD PART III)	NM	.327
17346	710-11-211	CENTER STRIPE (6" YELLOW) SOLID (MUTCD PART III)	NM	0
17346	710-11-231	CENTER STRIPE (6" YELLOW) SKIP (MUTCD PART III)	GM	0
17346	710-11-111	EDGE STRIPE (6" WHITE) SOLID (MUTCD PART III)	NM	0
17346	711-11-125	STOP BAR (24" WHITE THERMOPLASTIC) (MUTCD PART III)	LF	0
17346	710-90	PAINTED PAVEMENT MARKINGS (FINAL SURFACE 2 APPLICATIONS)	LS	1
515, 516	334-1-11	SIDE STREETS/TURNOUTS - ASPHALT SURFACE COURSE-1.50 IN/SY	TN	47.5
513	285-704	OPTIONAL BASE GROUP 4	SY	530.2
515, 516	160-4	SIDE STREETS - TYPE B STABILIZED SUBGRADE (LBR 40)	SY	532.8
515, 516	286-1	TURNOUTS (BASE)	SY	48

NOTES FOR ITEMS:

THESE QUANTITIES ARE ESTIMATES AND MAY BE ADJUSTED BASED ON ACTUAL FIELD CONDITIONS. CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL FIELD CONDITIONS AND JOB REQUIREMENTS PRIOR TO SUBMITTING A PROPOSAL.

102-1 MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MUTCD. INCLUDES THE COST OF ALL ITEMS WHICH ARE REQUIRED FOR TRAFFIC CONTROL AND ARE NOT SPECIFICALLY INCLUDED IN THE ROADWAY SUMMARY PAY ITEMS. ALL REFERENCES TO TRAFFIC CONTROL SHOULD BE TO THE WORK ZONE TRAFFIC CONTROL, PART SIX, TEMPORARY TRAFFIC CONTROL, LATEST EDITION.

THIS ITEM IS TO INCLUDE THE COST OF TEMPORARY STRIPING TO BE APPLIED AT THE END OF EACH STRUCTURAL COURSE AND SURFACE COURSE. STRIPING TAPE NOT PERMITTED.

120-6 MAINTAIN A SHOULDER SLOPE OF 0.06 FT/FT MAXIMUM FROM THE EDGE OF THE ASPHALT PAVEMENT OUT TO THE SHOULDER POINT AS SPECIFIED IN THE SCOPE OF WORK. AREAS WITH EXCESS MATERIAL MAY BE USED AS BALANCE MATERIAL IN DEFICIENT AREAS OR STOCKPILED IN AN AREA APPROVED BY THE COUNTY ENGINEERING DIVISION OR AUTHORIZED REPRESENTATIVE FOR LATER REMOVAL BY THE CONTRACTOR. THE CONTRACTOR IS REQUIRED TO FURNISH ANY BORROW MATERIAL REQUIRED TO COMPLETE THIS ITEM AND IS TO BE INCLUDED IN THIS PAY ITEM.

334-1-1X NO INCREASE IN ASPHALT PRICES WILL BE ALLOWED FOR BITUMINOUS OR DIESEL PRICE FLUCTUATIONS OR FOR VARIANCES OF LIQUID ASPHALT CONTENT IN JOB MIX FORMULA. THIS ALSO APPLIES TO RELATED ITEMS.

570-1-X FERTILIZER: BASED ON 1ST APPLICATION @ 265 LB/ACRE AND 2ND APPLICATION @ 135 LB/ACRE OF 16-4-8.

570-1-X WATER: BASED ON 2 APPLICATIONS. ALL AREAS THAT ARE SODDED SHALL BE THOROUGHLY SOAKED WITH WATER PRIOR TO AND AFTER THE SOD INSTALLATION.

570-1-2 INCLUDES COST OF PEGGING SOD ON STEEP SLOPES PER PLAN REQUIREMENTS. ALSO INCLUDES MATCHING OF PRIVATE OWNER TYPES OF SOD EXISTING PRIOR TO CONSTRUCTION, IF DESIRED BY OWNER AND/OR APPROVED BY THE COUNTY ENGINEERING DEPARTMENT OR AUTHORIZED REPRESENTATIVE.

THIS ITEM MAY BE REDUCED OR INCREASED BASED ON FIELD CONDITIONS BY THE COUNTY ENGINEERING DEPARTMENT OR AUTHORIZED REPRESENTATIVE.

PROJECT NO.
2012-008-ENG

SHEET NO.
4

SHEET 4 OF 27

DESIGNED BY
KRD

DRAWN BY
BOB

CHECKED BY
KRD

APPROVED BY
BOCC

PROJECT NAME
AUCILLA LANDING RD

SHEET TITLE
SUMMARY OF QUANTITIES

DATE
12/10/13

SCALE
1" = 40'

TAYLOR COUNTY ENGINEERING DIVISION

BOARD OF COUNTY COMMISSIONERS

201 E. GREEN STREET PERRY, FL. 32347

PH: (850) 838-3500 FAX: (850) 838-3501

E-MAIL: county_engineer@taylorcountygov.com



SEAL
KENNETH R. DUDLEY

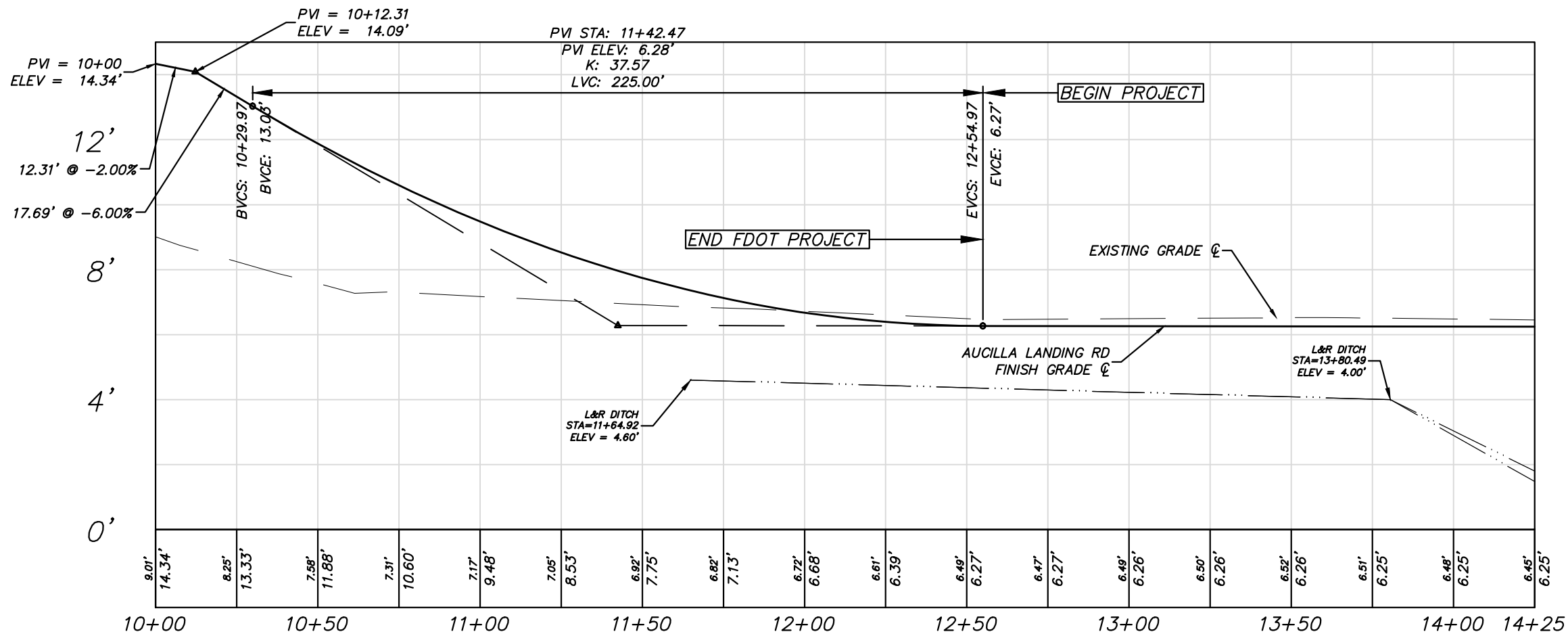
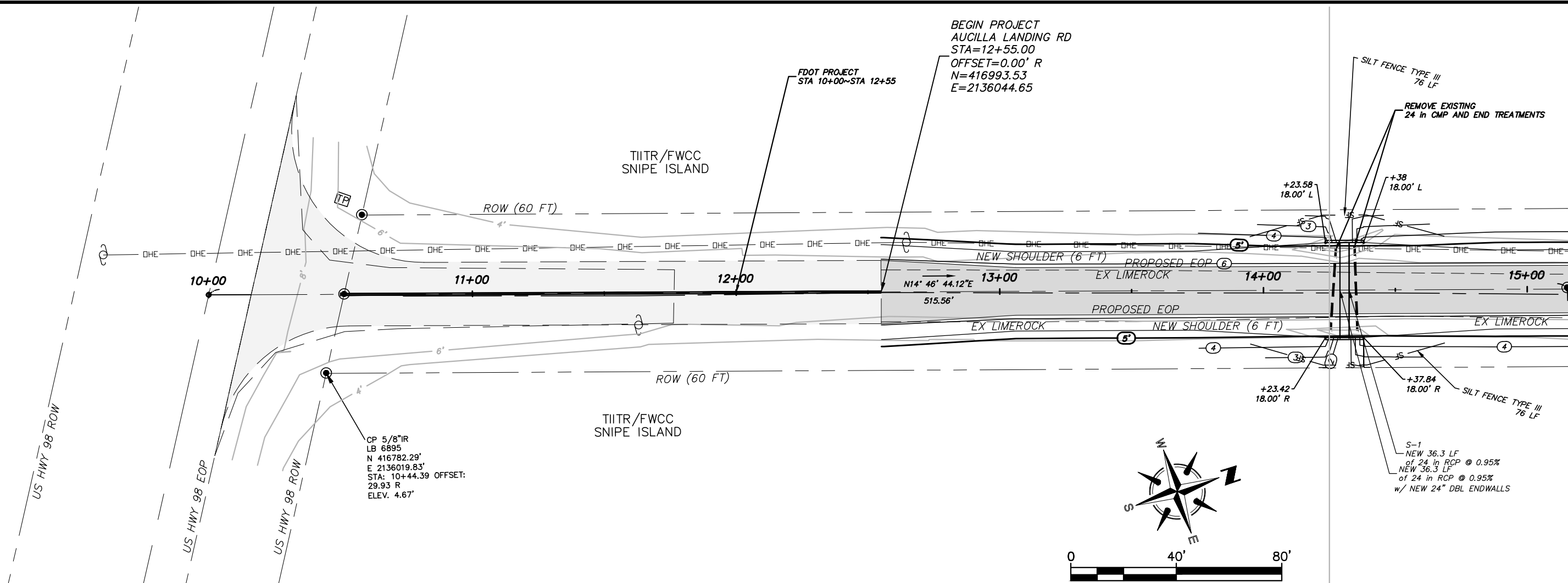
56014

REVISION


DATE

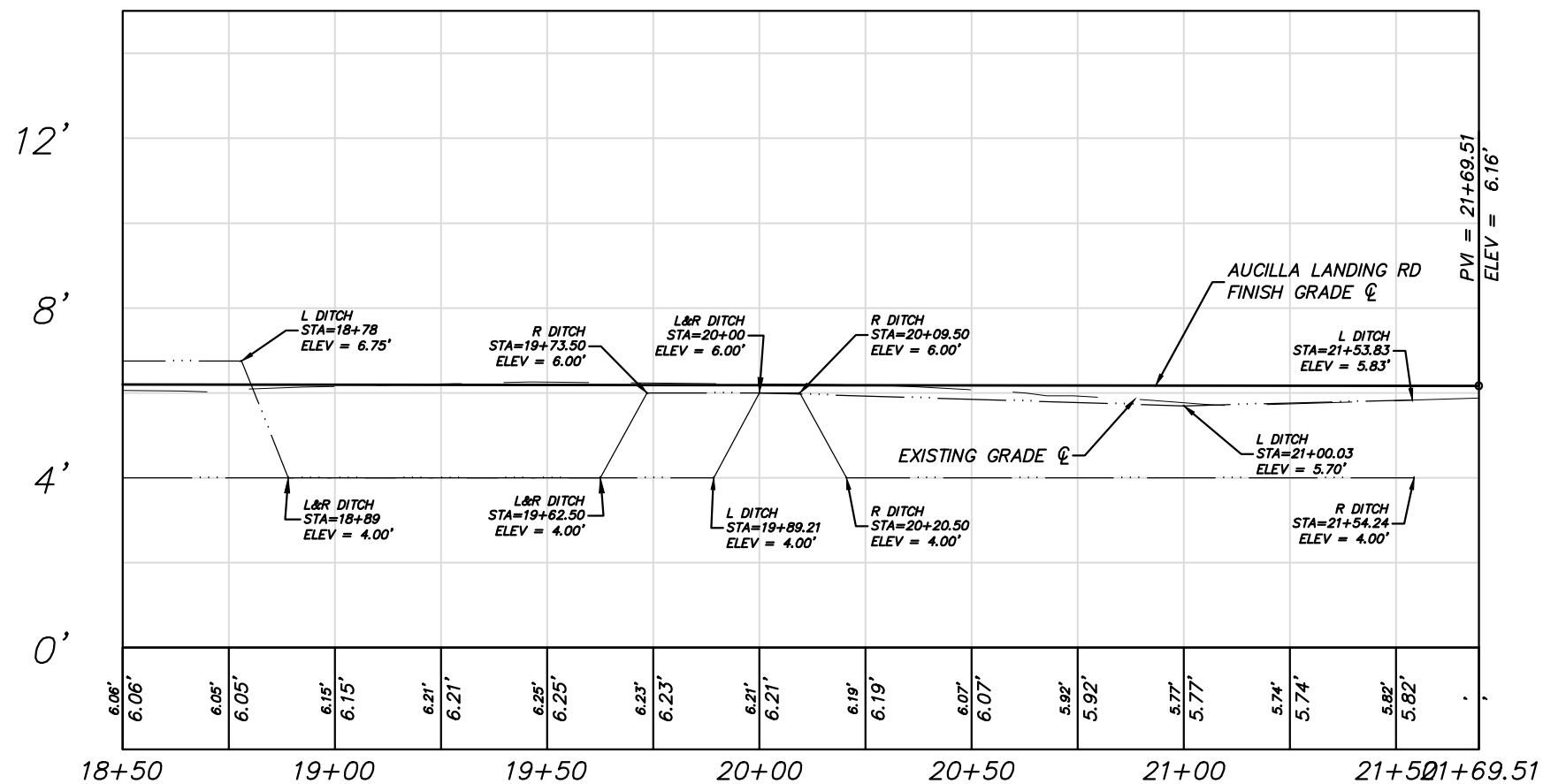
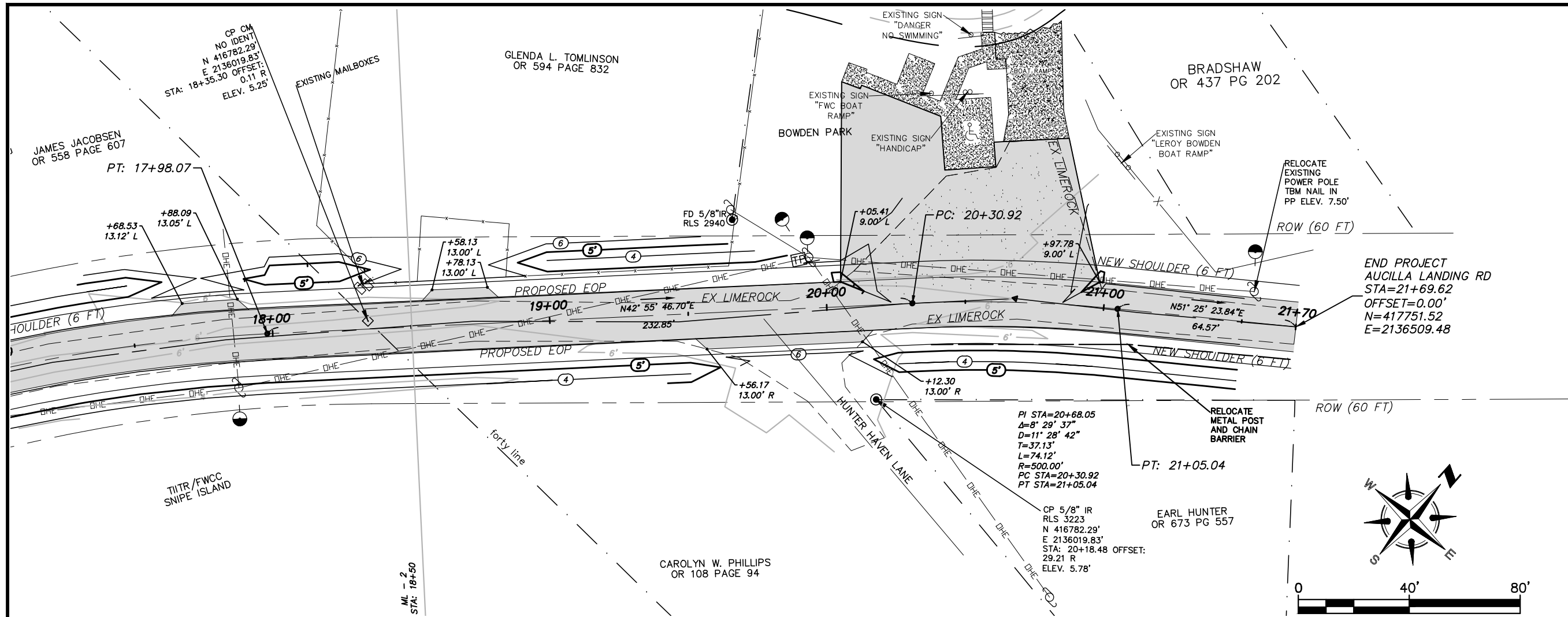
FILE NAME
C#QTO

12/10/2013 1:13 PM



SCALE:
HOR: 1"=40'
VER: 1"=4'

DATE		REVISION		SEAL		KENNETH R. DUDLEY				TAYLOR COUNTY ENGINEERING DIVISION		DESIGNED BY		PROJECT NAME		PROJECT NO.	
										BOARD OF COUNTY COMMISSIONERS		KRD		AUCILLA LANDING RD		2012-008-ENG	
												DRAWN BY					
												CHECKED BY		SHEET TITLE		SHEET NO.	
												KRD		PLAN & PROFILE		7	
												APPROVED BY		DATE		SCALE	
												BOCC		12/10/13		1" = 40'	
												0		1"		VERIFY SCALE	



SCALE:
HOR: 1"=40'
VER: 1"=4'

PROJECT NO. 2012-008-ENG		PROJECT NAME AUCILLA LANDING RD		SHEET NO. 9	
DESIGNED BY KRD	DRAWN BY BOB	CHECKED BY KRD	APPROVED BY BOCC	DATE 12/10/13	SCALE 1" = 40'
TAYLOR COUNTY ENGINEERING DIVISION					
BOARD OF COUNTY COMMISSIONERS					
201 E. GREEN STREET PERRY, FL. 32347					
PH: (850) 838-3500 FAX: (850) 838-3501					
E-MAIL: county.engineer@taylorcountygov.com					
SEAL KENNETH R. DUDLEY		56014			
DATE	REVISION	FILE NAME PP-1			
		PLOT DATE 12/10/2013 1:13 PM			

BEFORE YOU DIG !
CALL SUNSHINE STATE ONE CALL OF FLORIDA
AT LEAST TWO FULL BUSINESS DAYS BEFORE
DIGGING OR DISTURBING EARTH



1-800-432-4770



Know what's below.
Call before you dig.

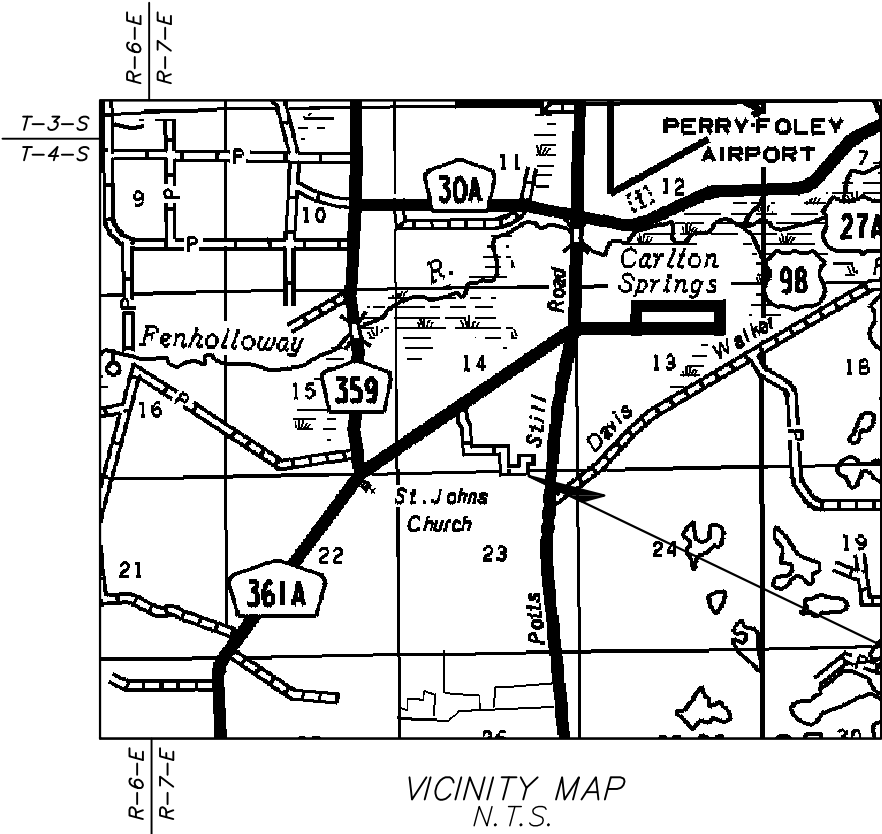
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

FREEMAN RD CONTRACT PLANS CONSTRUCTION PLANS

TAYLOR COUNTY PROJECT NO. 2009-006-ENG

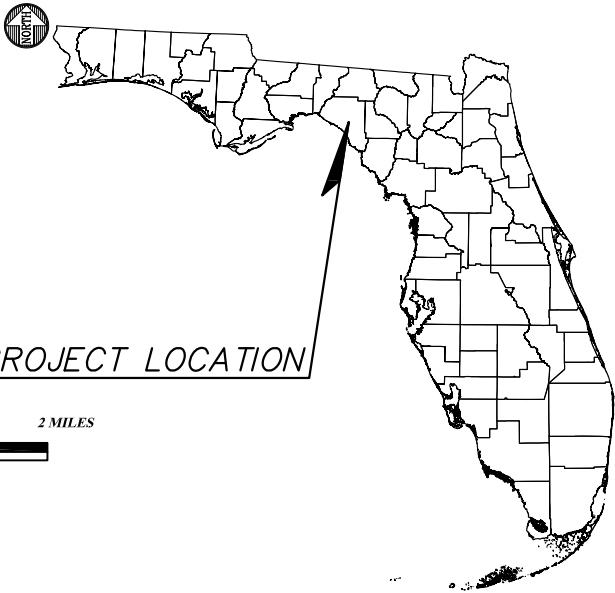
PLAN INDEX

SHEET	DESCRIPTION
1	COVER AND CONTENTS OF SET
2	GENERAL NOTES
3~4	TYPICAL SECTION
5~9	SUMMARY OF QUANTITIES
10~16	PLAN & PROFILE
17~49	CROSS SECTIONS
S-1	SIGNAGE SCHEDULE
S-2	STRIPING PLAN
S-3~S-6	SIGNING AND PAVEMENT MARKINGS
TC-1	TRAFFIC CONTROL
SWPP-1	STORM WATER POLLUTION PREVENTION PLAN



LENGTH OF PROJECT		
	LINEAR FEET	MILES
ROADWAY	3,247	0.62
BRIDGES	0.00	0.00
NET LENGTH OF PROJECT	3,247	0.62
EXCEPTIONS	0.00	0.00
GROSS LENGTH OF PROJECT	3,247	0.62

SECONDARY ROADS IMPROVEMENT PLAN PROJECT



PROJECT NO. 2009-006-ENG		SHEET NO. 1 OF 57	
DESIGNED BY KRD	PROJECT NAME FREEMAN RD	CHECKED BY KRD	DATE 7/27/12
DRAWN BY BOB	SHEET TITLE COVER & QTO	APPROVED BY BOCC	SCALE NTS
TAYLOR COUNTY ENGINEERING DIVISION		201 E. GREEN STREET PERRY, FL. 32347	
BOARD OF COUNTY COMMISSIONERS		PH: (850) 838-3500 FAX: (850) 838-3501	
		E-MAIL: county.engineer@taylorcountygov.com	
SEAL OF KENNETH R. DUDLEY		58014	
DATE	REVISION	FILE NAME C&QTO	PLOT DATE 7/27/2012 2:19 PM

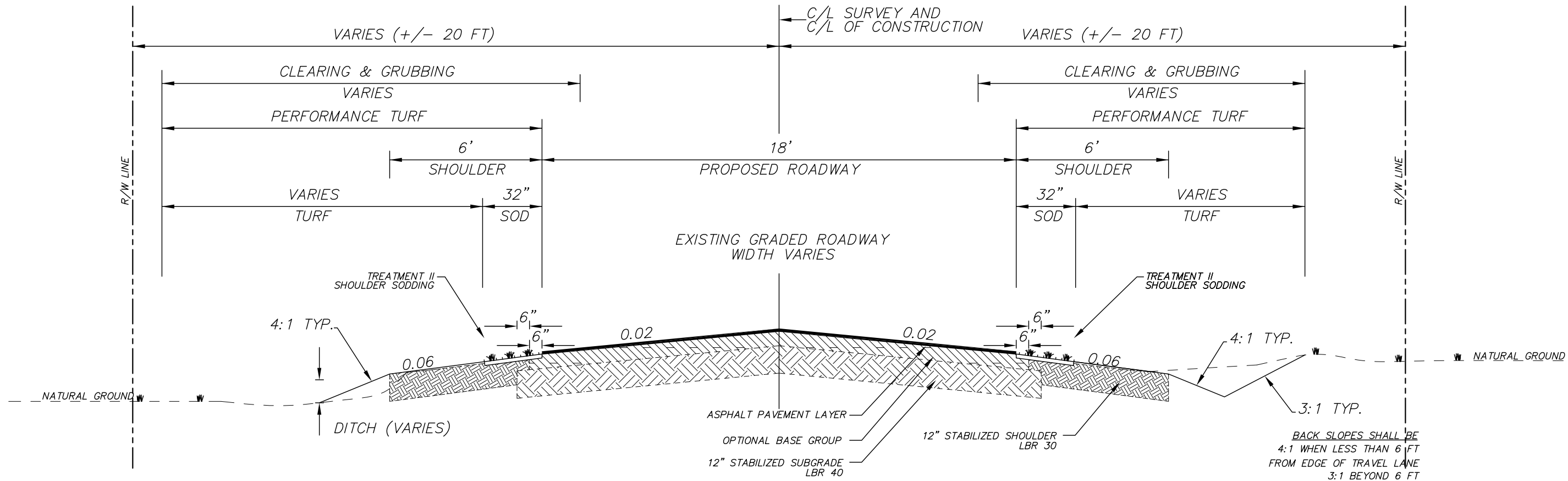
GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION,
DESIGN STANDARDS, LATEST EDITION;
STANDARD SPECIFICATIONS FOR ROAD AND
BRIDGE CONSTRUCTION, LATEST EDITION; AND
TAYLOR COUNTY LAND DEVELOPMENT REGULATIONS,
AS AMENDED BY CONTRACT DOCUMENTS.

ROADWAY SHOP DRAWINGS TO BE
SUBMITTED TO:

KENNETH DUDLEY, P.E.
TAYLOR COUNTY ENGINEERING DIVISION
201 EAST GREEN STREET
PERRY, FL 32347

NOTE: THE SCALE OF THESE
PLANS MAY HAVE CHANGED DUE TO
REPRODUCTION.

ROADWAY PLANS
ENGINEER OF RECORD: KENNETH DUDLEY
P.E. NO.: 58014

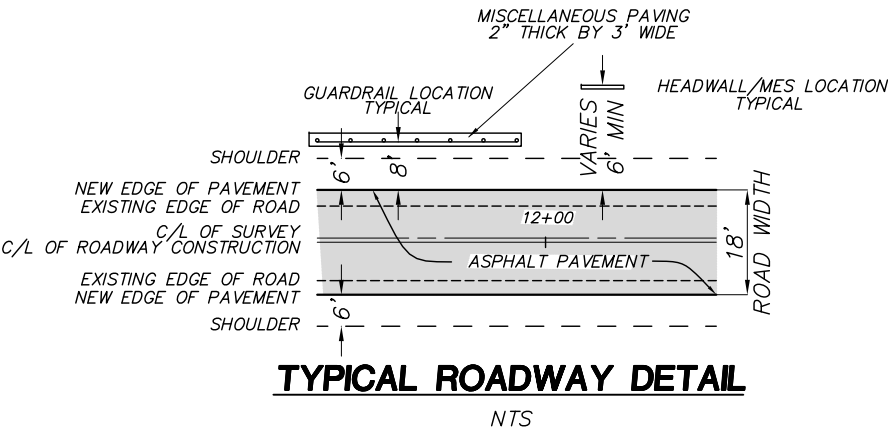


FREEMAN RD (10+12.01-42+59.30)
TYPICAL ROADWAY SECTION

NTS
RESURFACING

OPTIONAL BASE GROUP 4 WITH
TYPE SP-12.5 STRUCTURAL/SURFACE COURSE (1.50" AVG/SY)

OPTIONAL BASE GROUP 4 PERMITTED
6" LIMEROCK (LBR 100)



TYPICAL SECTION NOTES

1. SUPERPAVE ASPHALTIC CONCRETE SHALL BE PLACED WITH A MECHANICAL SPREADER EQUIPPED AND USING ELECTRONIC TRANSVERSE AND AUTOMATIC LONGITUDNAL SCREED CONTROLS.
2. COMPACTION OF STRUCTURAL COURSE & SURFACE COURSE SHALL BE DONE BY STATIC METHOD. NO VIBRATORY METHODS ARE PERMITTED.
3. THIS SECTION OF ROADWAY SHALL UTILZE AN ASPHALT DESIGN MIX SUITABLE FOR TRAFFIC LEVEL "B" OR "C".
4. MIX AND GRADE (INCLUDING CUT, HAUL, AND FILL IF NEEDED) EXISTING LIMEROCK TO ESTABLISH PROPOSED PROFILE AND CROSS-SECTIONS FOR STABILIZED SUBGRADE.
5. REMOVE OR RELOCATE ALL OBSTRUCTIONS WITHIN THE ROADWAY CLEARZONE AS NECESSARY.

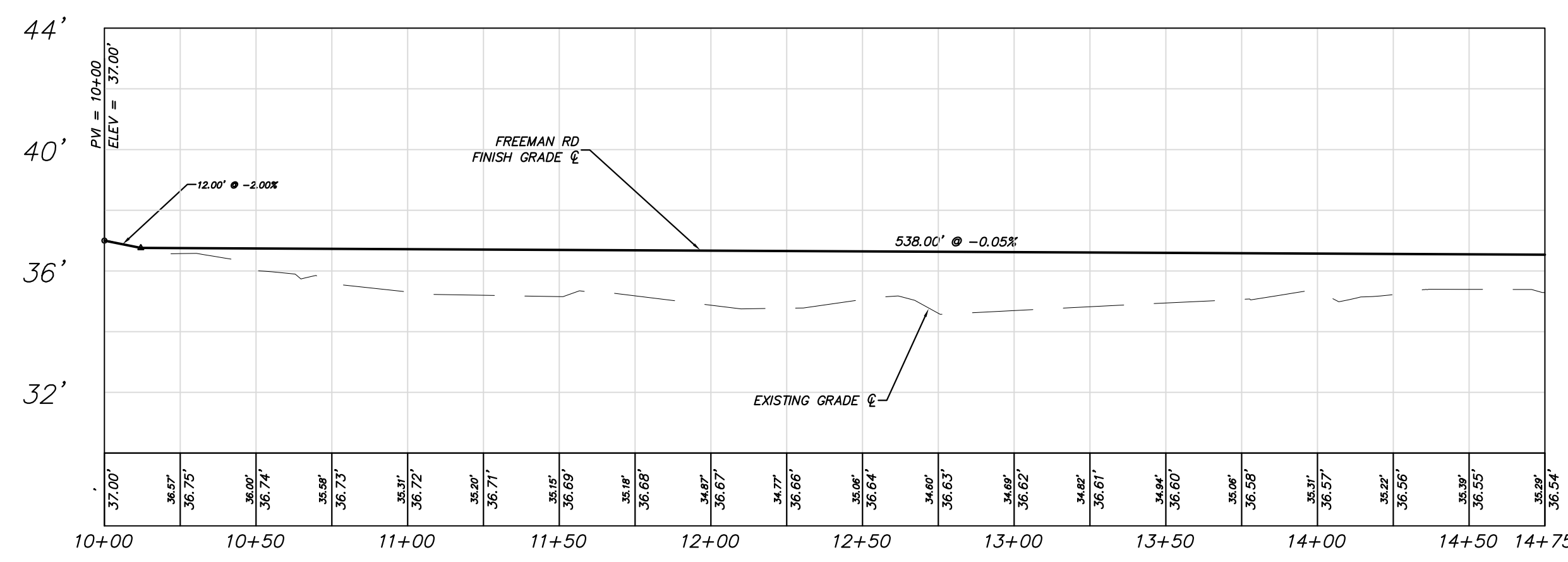
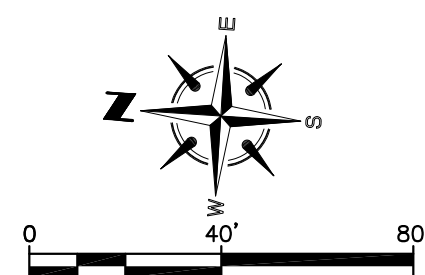
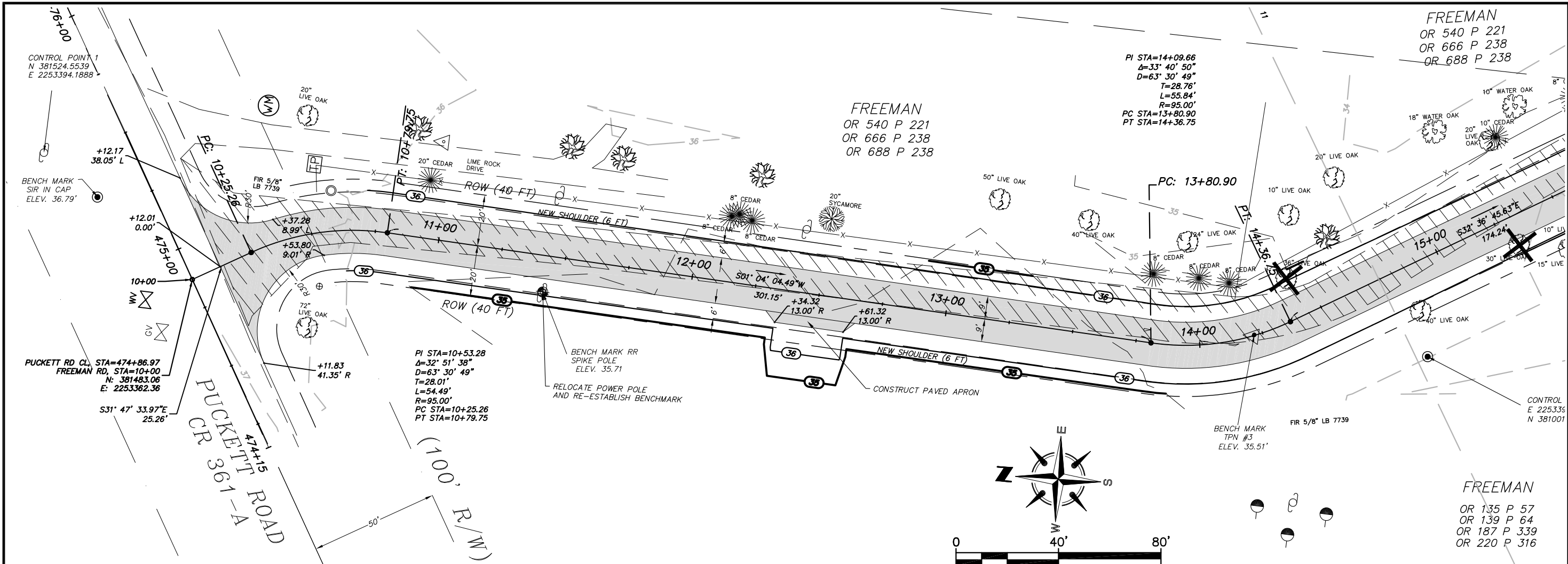
TRAFFIC DATA

CURRENT YEAR ESTIMATE = 2011 AADT = 1,500
OPENING YEAR ESTIMATE = 2012 AADT = 1,523
DESIGN YEAR ESTIMATE = 2031 AADT = 2,020
FDOT TRAFFIC LEVEL = B
K = N/A D = 50% T = 20%
DESIGN HOUR T = N/A
DESIGN SPEED = 40 MPH

CONSTRUCTION SEQUENCE

1. SUBMIT MOT PLAN. INSTALL AND MAINTAIN MOT DAILY IN ACCORDANCE WITH APPROVED PLAN.
2. CONSTRUCT ALL REQUIRED EROSION CONTROL MEASURES. PROTECT ALL WATERCOURSES, WETLANDS AND PREVENT ALL OFF-SITE DISCHARGE.
3. CONSTRUCT DRAINAGE IMPROVEMENTS (SWALES, RETENTION AREAS, DITCH PAVING, ENDWALLS, CULVERTS, ETC.)
4. CONSTRUCT STABILIZED SUBGRADE AND SHOULDER AREAS PER PLAN PROFILE AND CROSS-SECTIONS.
5. CONSTRUCT PRIMED LIMEROCK BASE COURSE. PROTECT BASE COURSE USING SAND COVER OR SCREENINGS.
6. CONSTRUCT NEW ASPHALTIC CONCRETE STRUCTURAL COURSE OVER FULL ROADWAY.
5. CONSTRUCT DRAINAGE IMPROVEMENTS (SWALES, RETENTION AREAS, DITCH PAVING, ENDWALLS, CULVERTS, ETC.) AND SHOULDER AREAS PER PLAN PROFILE AND CROSS-SECTIONS.
7. SIGN AS REQUIRED BY THESE PLANS, FDOT AND MUTCD SPECIFICATIONS.
8. CONSTRUCT NEW ASPHALTIC CONCRETE SURFACE/FRICTION COURSE.
9. STRIPE AND PLACE RPMS AS REQUIRED BY THESE PLANS, FDOT AND MUTCD SPECIFICATIONS.

PROJECT NO. 2009-006-ENG		PROJECT NAME FREEMAN RD		SHEET NO. 3	
DESIGNED BY KRD		DRAWN BY BOB		CHECKED BY KRD	
DATE 7/27/12		DATE 7/27/12		SCALE NTS	
APPROVED BY BOCC		APPROVED BY BOCC		APPROVED BY BOCC	
TAYLOR COUNTY ENGINEERING DIVISION		BOARD OF COUNTY COMMISSIONERS		201 E. GREEN STREET PERRY, FL. 32347	
PH: (850) 838-3500		FAX: (850) 838-3501		E-MAIL: countyengineer@taylorcountygov.com	
KENNETH R. DUDLEY		58014		7/27/2012 2:19 PM	
REVISION		FILE NAME C&QTO		PLOT DATE 7/27/2012 2:19 PM	



SCALE:
HOR: 1"=40'
VER: 1"=4'

PROJECT NO.
2009-006-ENG

SHEET NO.
10

SHEET 10 OF 57

DESIGNED BY
KRD

DRAWN BY
BOB

CHECKED BY
KRD

APPROVED BY
BOCC

PROJECT NAME
FREEMAN RD

SHEET TITLE
PLAN & PROFILE

DATE
7/27/12

SCALE
1" = 40'

TAYLOR COUNTY ENGINEERING DIVISION

BOARD OF COUNTY COMMISSIONERS

201 E. GREEN STREET PERRY, FL. 32347

PH: (850) 838-3500 FAX: (850) 838-3501

E-MAIL: countyengineer@taylorcountygov.com

SEAL
KENNETH R. DUDLEY

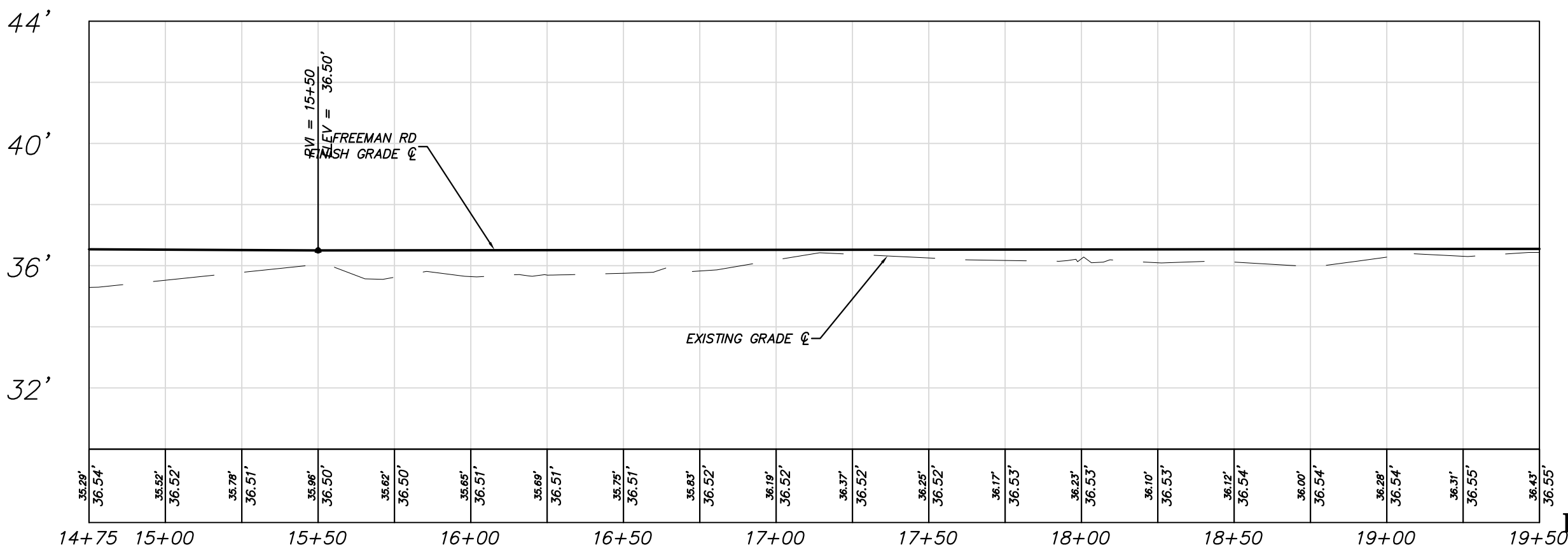
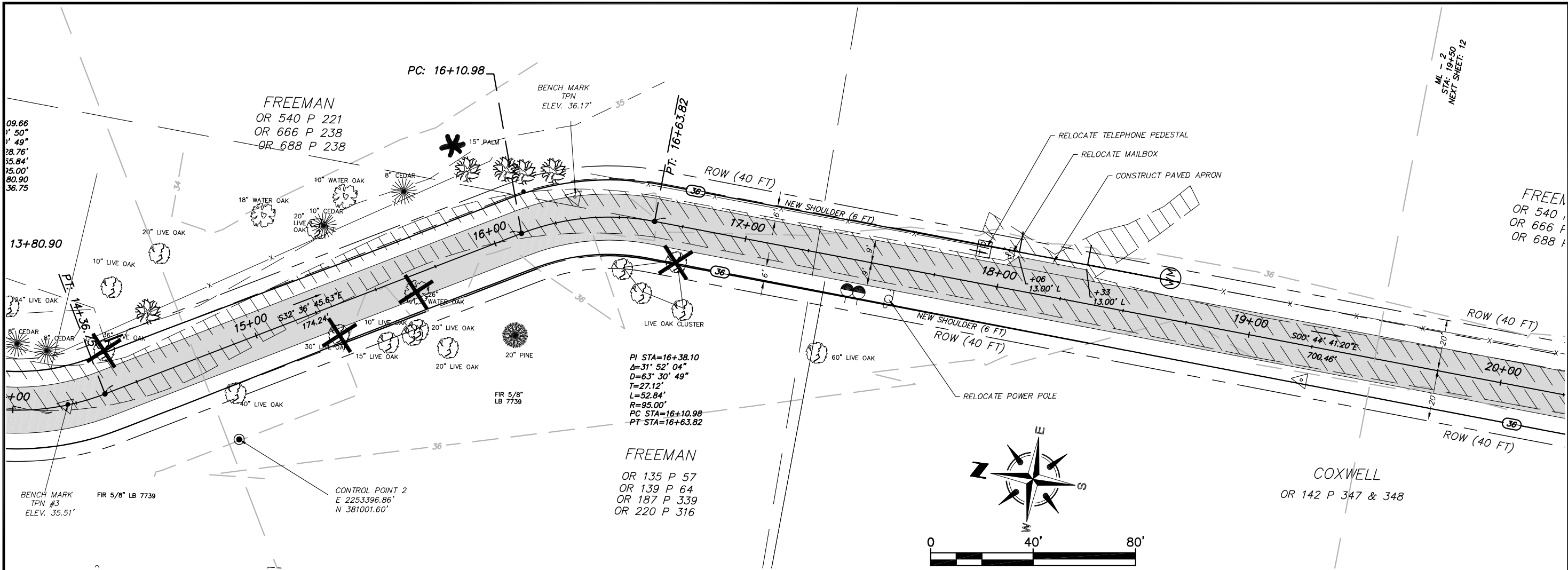
58014

DATE

REVISION

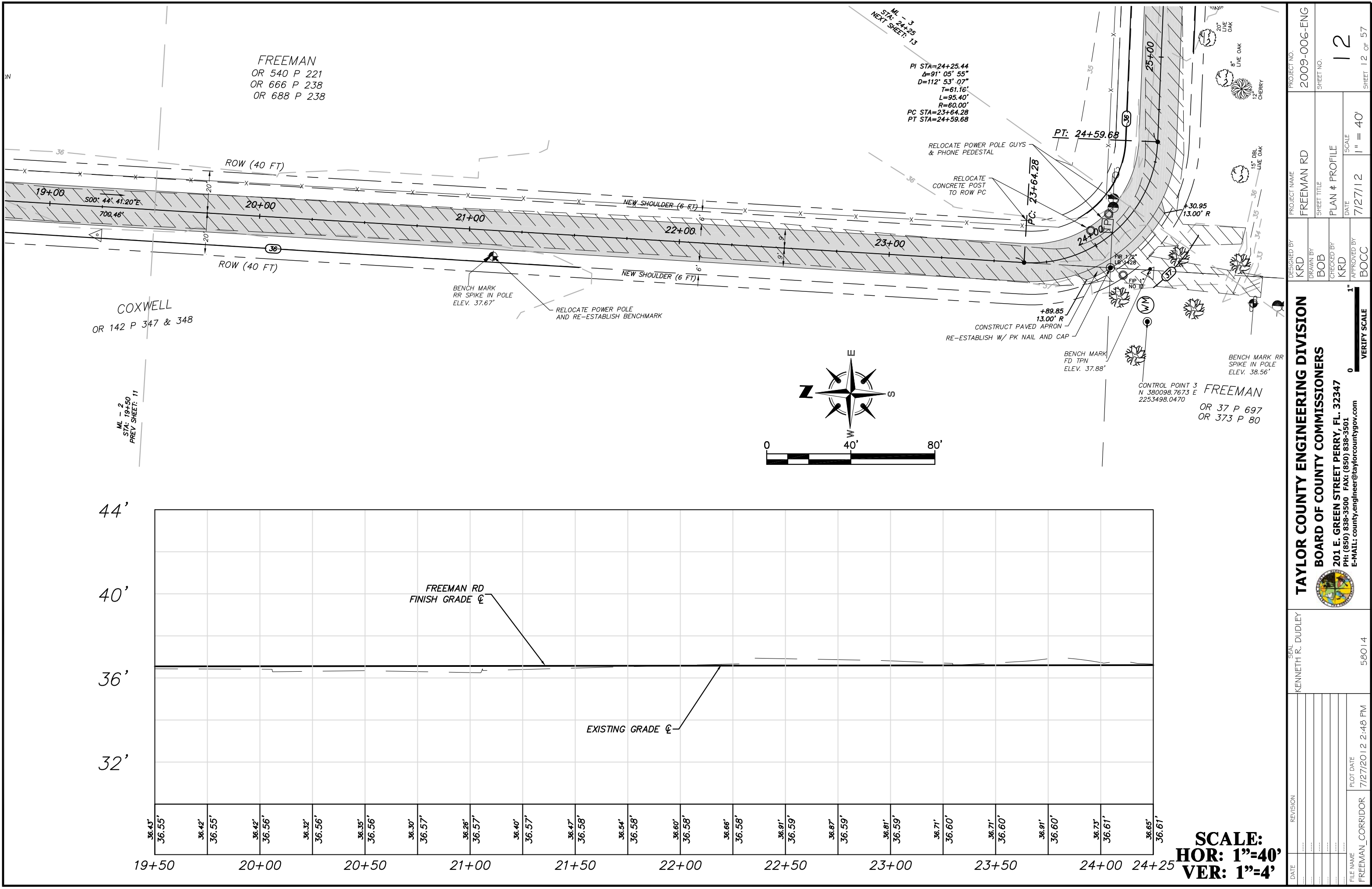
FILE NAME
FREEMAN_CORRIDOR

PLOT DATE
7/27/2012 2:48 PM



SCALE:
HOR: 1"=40'
VER: 1"=4'

PROJECT NO. 2009-006-ENG		SHEET NO. 11 OF 57	
DESIGNED BY KRD		DRAWN BY BOB	
CHECKED BY KRD		APPROVED BY BOCC	
PROJECT NAME FREEMAN RD		SHEET TITLE PLAN & PROFILE	
DATE 7/27/12		SCALE 1" = 40'	
TAYLOR COUNTY ENGINEERING DIVISION BOARD OF COUNTY COMMISSIONERS 201 E. GREEN STREET PERRY, FL. 32347 PH: (850) 838-3500 FAX: (850) 838-3501 E-MAIL: countyengineer@taylorcountygov.com			
SEAL KENNETH R. DUDLEY		58014	
DATE		REVISION	
FILE NAME FREEMAN_CORRIDOR		PLOT DATE 7/27/2012 2:48 PM	



PROJECT NO.
2009-006-ENG

SHEET NO.
12

SHEET 12 OF 57

DESIGNED BY
KRD

DRAWN BY
BOB

CHECKED BY
KRD

APPROVED BY
BOCC

PROJECT NAME
FREEMAN RD

SHEET TITLE
PLAN & PROFILE

DATE
7/27/12

SCALE
1" = 40'

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
E-MAIL: countyengineer@taylorcountygov.com



SEAL
KENNETH R. DUDLEY

58014

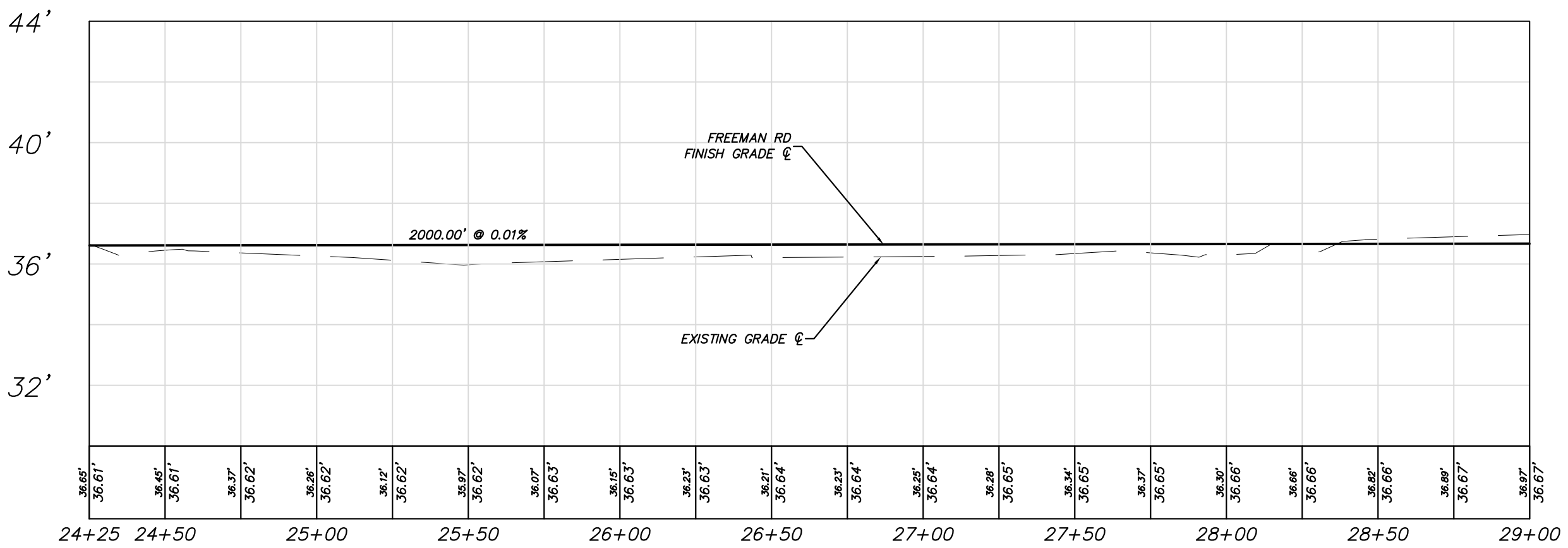
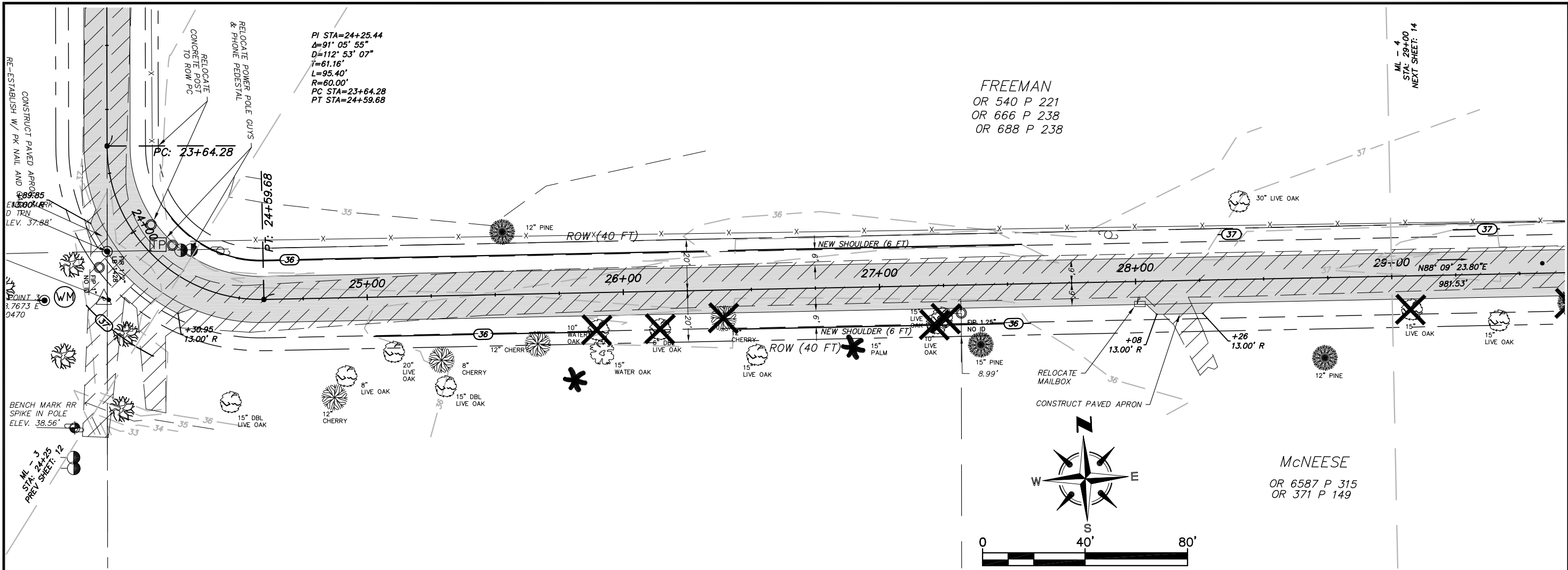
DATE

REVISION

FILE NAME
FREEMAN_CORRIDOR

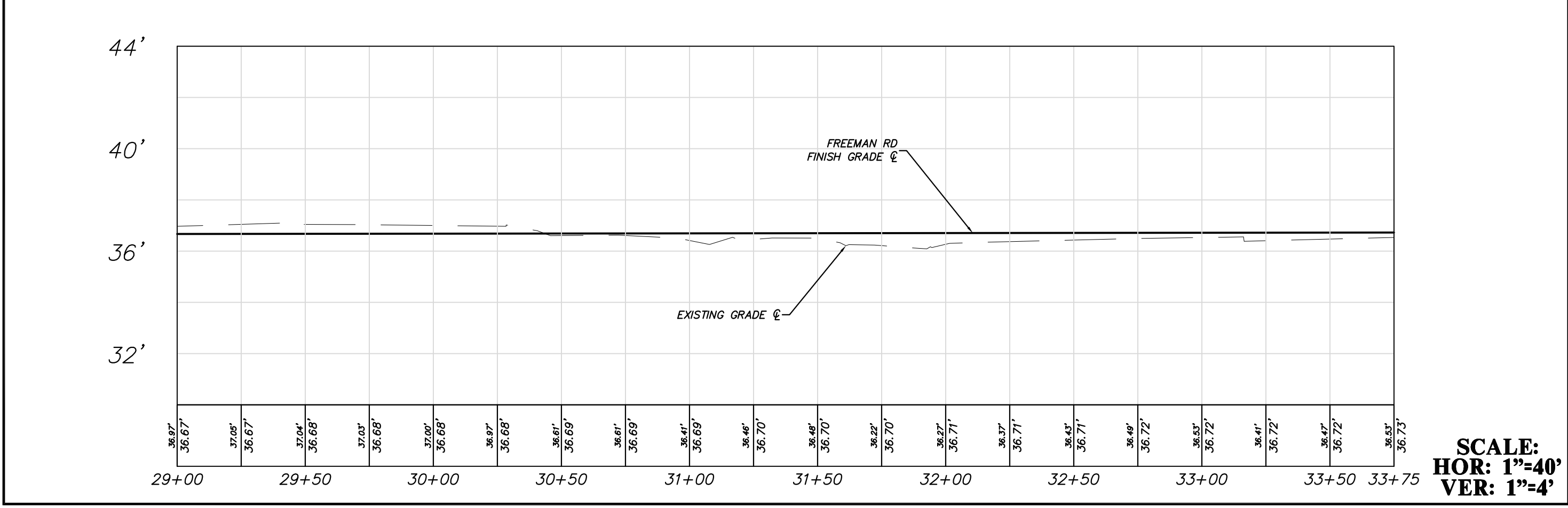
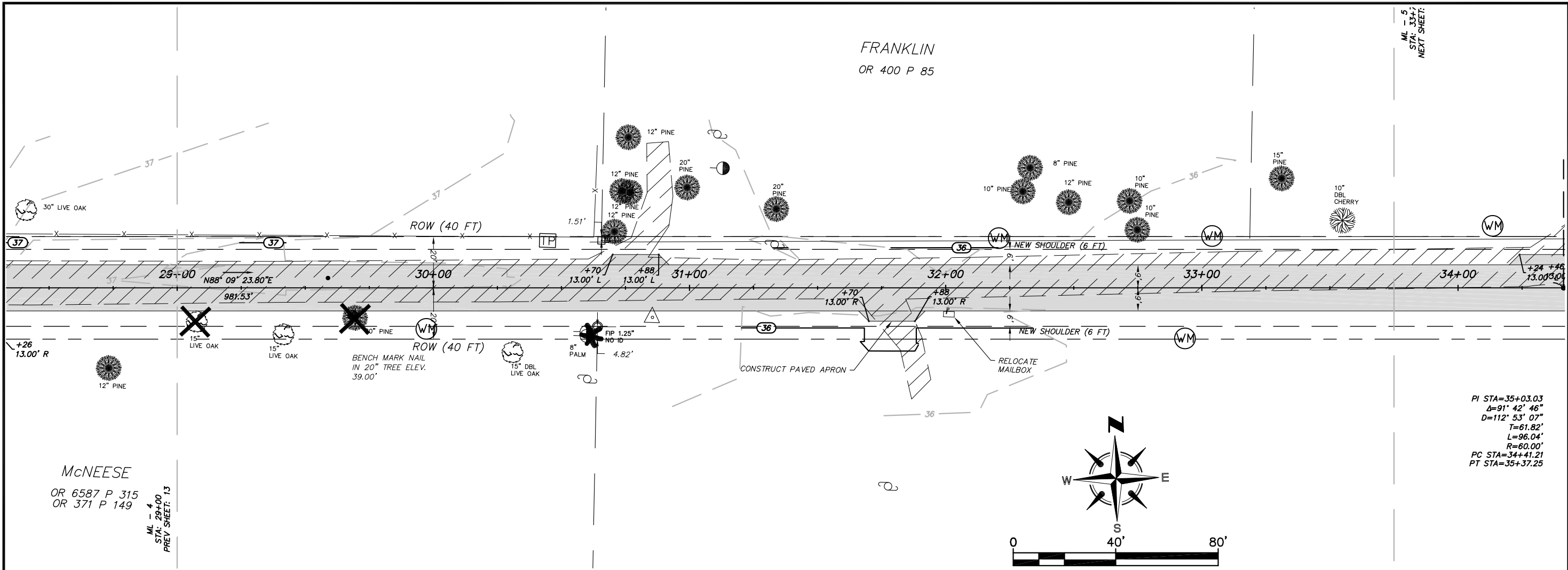
PLOT DATE
7/27/2012 2:48 PM

SCALE:
HOR: 1"=40'
VER: 1"=4'



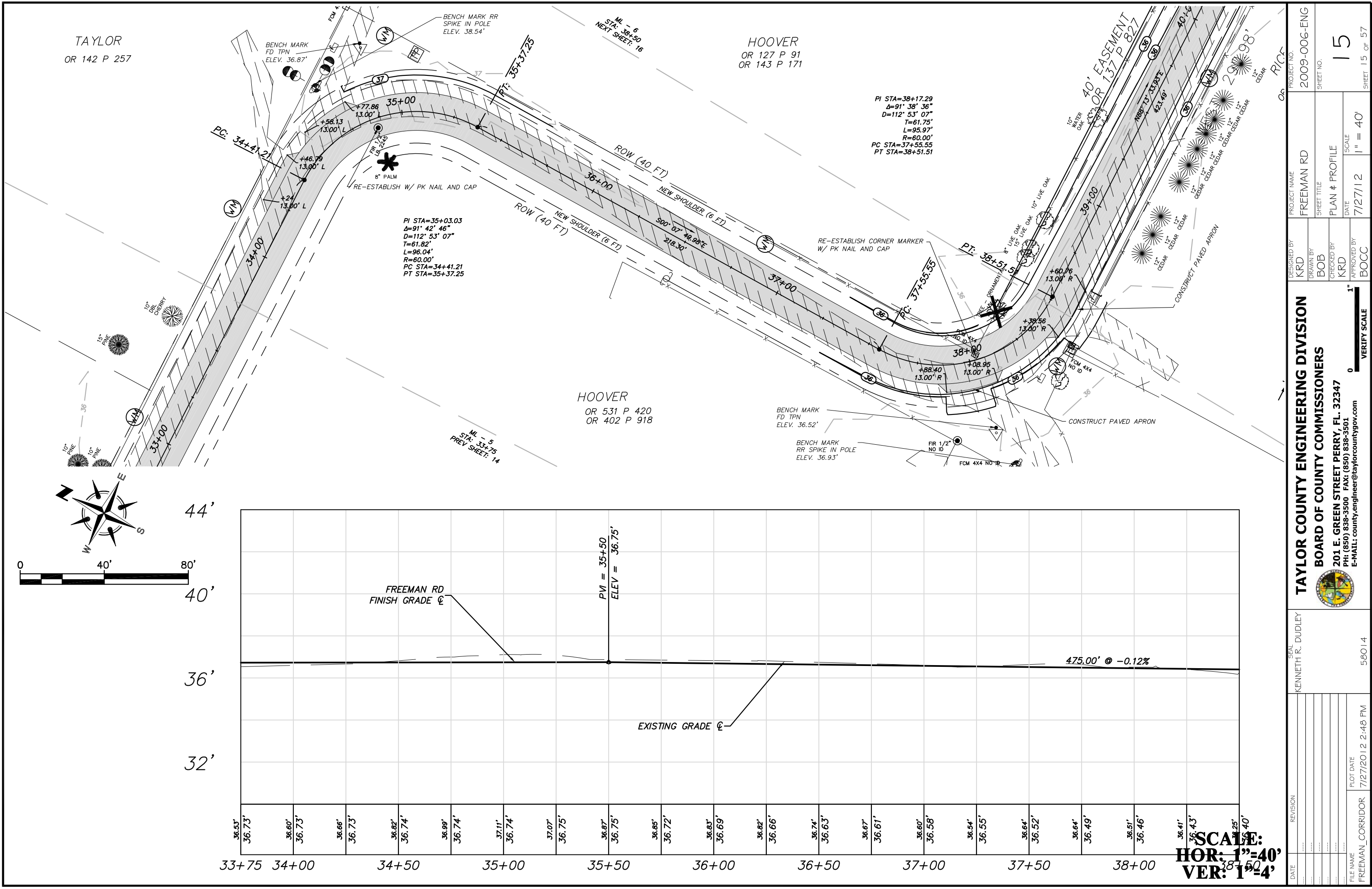
SCALE:
HOR: 1"=40'
VER: 1"=4'

PROJECT NO. 2009-006-ENG		SHEET NO. 13	
PROJECT NAME FREEMAN RD		SHEET TITLE PLAN & PROFILE	
DESIGNED BY KRD	DRAWN BY BOB	CHECKED BY KRD	APPROVED BY BOCC
DATE 7/27/12		SCALE 1" = 40'	
TAYLOR COUNTY ENGINEERING DIVISION BOARD OF COUNTY COMMISSIONERS 201 E. GREEN STREET PERRY, FL. 32347 PH: (850) 838-3500 FAX: (850) 838-3501 E-MAIL: countyengineer@taylorcountygov.com			
SEAL KENNETH R. DUDLEY		58014	
DATE	REVISION	FILE NAME FREEMAN_CORRIDOR	PLOT DATE 7/27/2012 2:48 PM



SCALE:
HOR: 1"=40'
VER: 1"=4'

PROJECT NO. 2009-006-ENG		SHEET NO. 14	
PROJECT NAME FREEMAN RD		SHEET TITLE PLAN & PROFILE	
DESIGNED BY KRD	DRAWN BY BOB	CHECKED BY KRD	APPROVED BY BOCC
DATE 7/27/12		SCALE 1" = 40'	
<p>TAYLOR COUNTY ENGINEERING DIVISION BOARD OF COUNTY COMMISSIONERS 201 E. GREEN STREET PERRY, FL. 32347 PH: (850) 838-3500 FAX: (850) 838-3501 E-MAIL: countyengineer@taylorcountygov.com</p>			
SEAL KENNETH R. DUDLEY		58014	
DATE	REVISION	FILE NAME FREEMAN_CORRIDOR	PLOT DATE 7/27/2012 2:48 PM



TAYLOR
OR 142 P 257

HOOVER
OR 127 P 91
OR 143 P 171

HOOVER
OR 531 P 420
OR 402 P 918

PI STA=38+17.29
Δ=91° 38' 36"
D=112° 53' 07"
T=61.75'
L=95.97'
R=60.00'
PC STA=37+55.55
PT STA=38+51.51

PI STA=35+03.03
Δ=91° 42' 46"
D=112° 53' 07"
T=61.82'
L=96.04'
R=60.00'
PC STA=34+41.21
PT STA=35+37.25

ML - 6
STA: 38+50
NEXT SHEET: 16

ML - 5
STA: 33+75
PREV SHEET: 14

DESIGNED BY
KRD

DRAWN BY
BOB

CHECKED BY
KRD

APPROVED BY
BOCC

PROJECT NAME
FREEMAN RD

SHEET TITLE
PLAN & PROFILE

DATE
7/27/12

SCALE
1" = 40'

PROJECT NO.
2009-006-ENG

SHEET NO.
15

SHEET 15 OF 57

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
E-MAIL: countyengineer@taylorcountygov.com

SEAL
KENNETH R. DUDLEY

58014

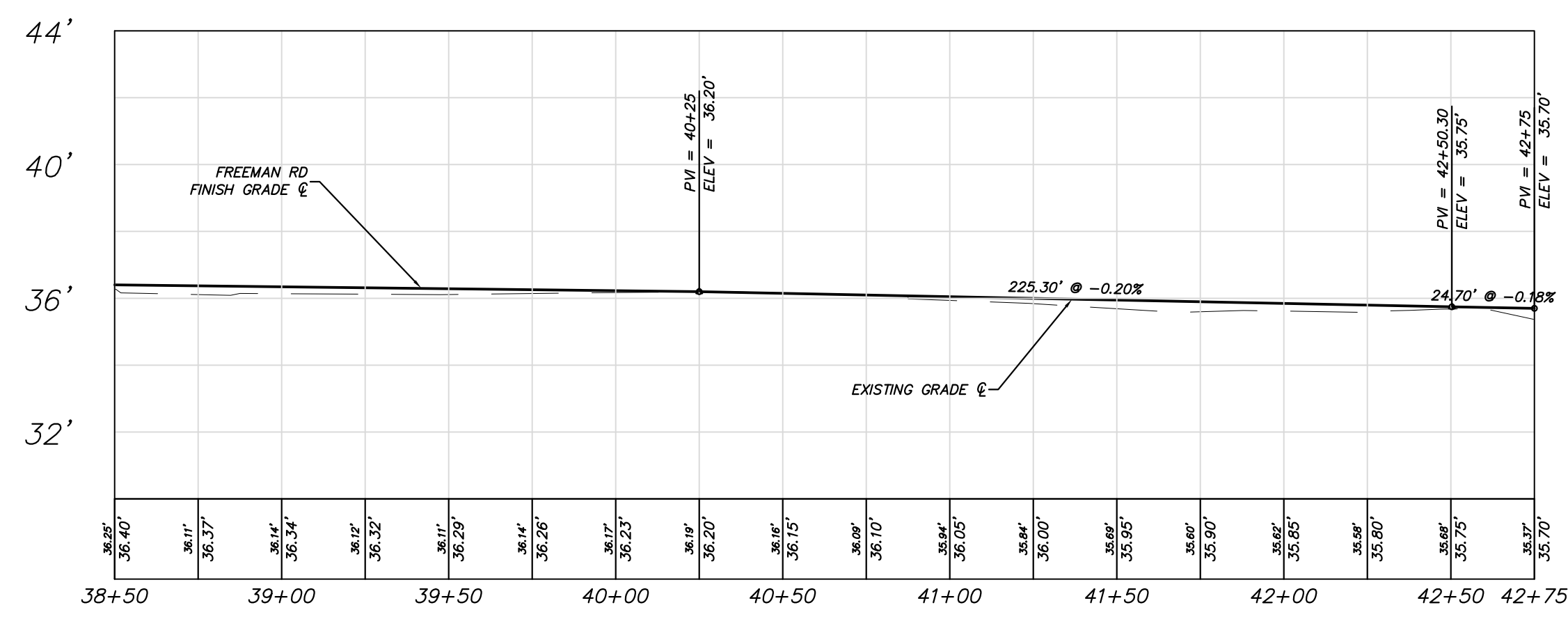
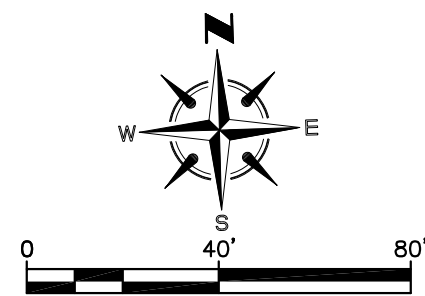
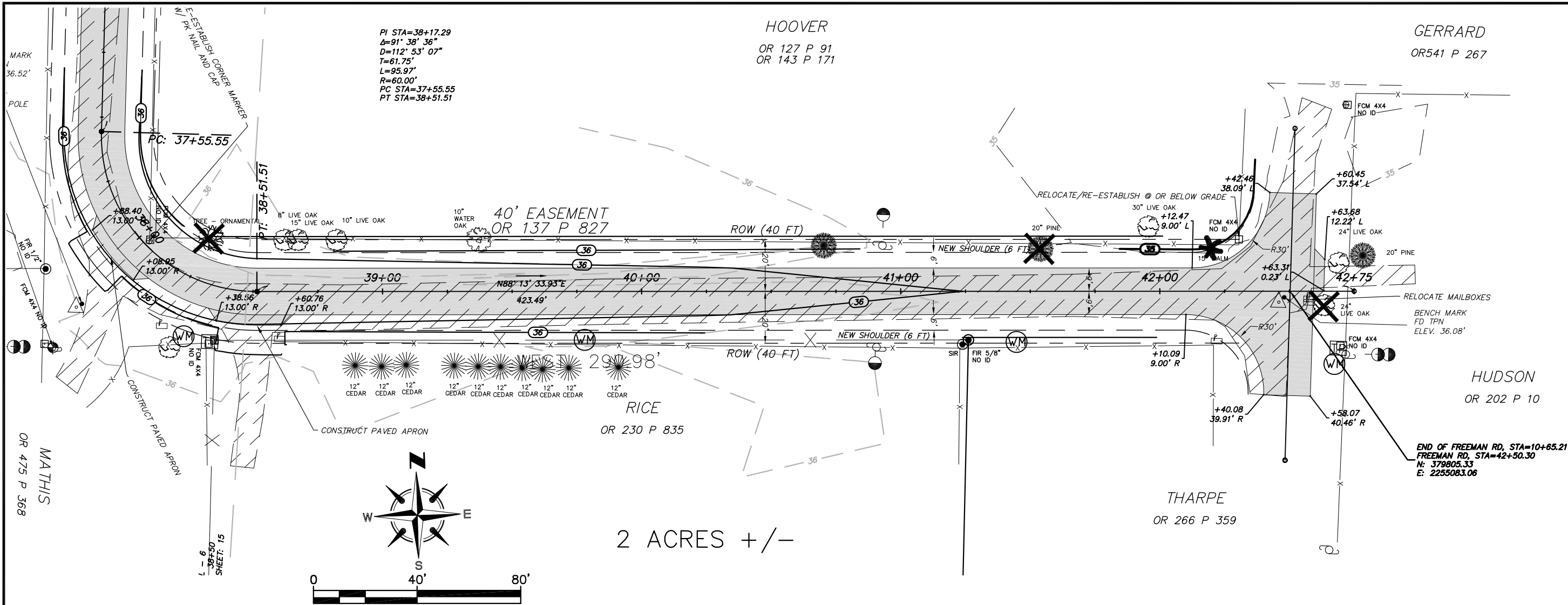
DATE

REVISION

FILE NAME
FREEMAN_CORRIDOR

PLOT DATE
7/27/2012 2:48 PM


SCALE:
HOR: 1"=40'
VER: 1"=4'

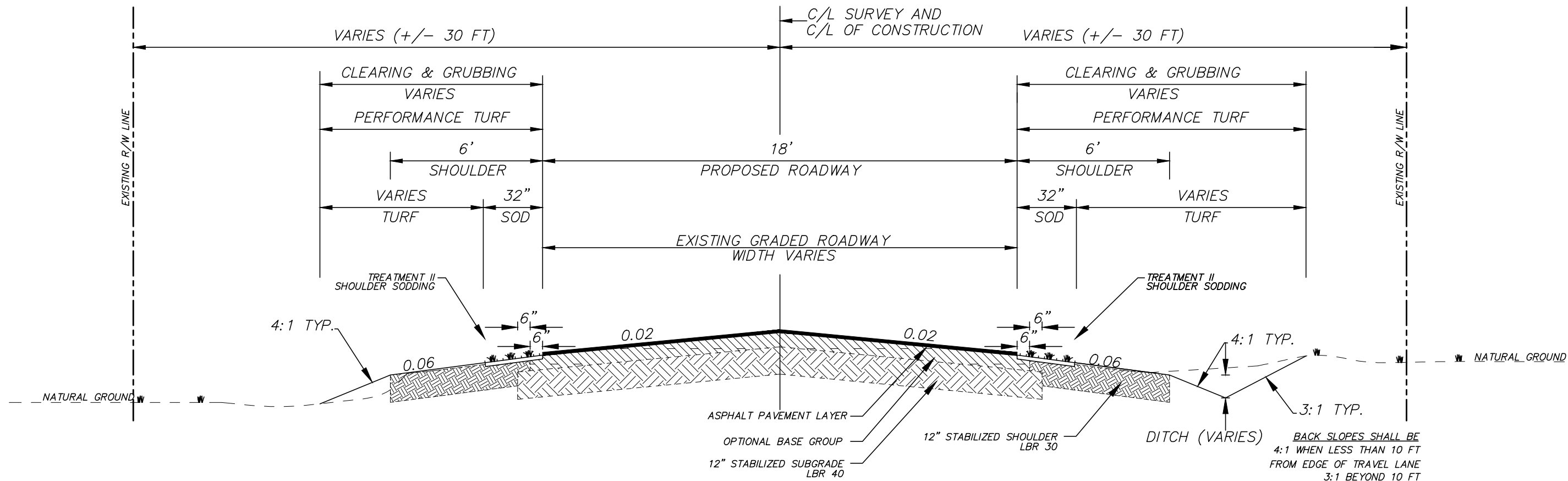


SCALE:
HOR: 1"=40'
VER: 1"=4'

PROJECT NO. 2009-006-ENG		SHEET NO. 16	
PROJECT NAME FREEMAN RD		SHEET TITLE PLAN & PROFILE	
DESIGNED BY KRD	DRAWN BY BOB	CHECKED BY KRD	APPROVED BY BOCC
DATE 7/27/12		SCALE 1" = 40'	
<p>TAYLOR COUNTY ENGINEERING DIVISION</p> <p>BOARD OF COUNTY COMMISSIONERS</p> <p>201 E. GREEN STREET PERRY, FL. 32347</p> <p>PH: (850) 838-3500 FAX: (850) 838-3501</p> <p>E-MAIL: countyengineer@taylorcountygov.com</p>			
SPECIAL AGENT KENNETH R. DUDLEY		58014	
DATE	REVISION	FILE NAME	PLOT DATE
		FREEMAN_CORRIDOR	7/27/2012 2:48 PM

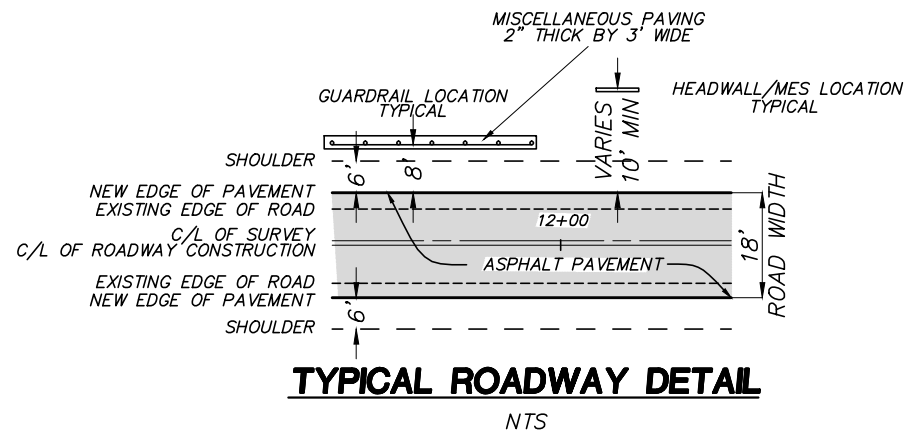


DATE		REVISION	KENNETH R. DUDLEY	TAYLOR COUNTY ENGINEERING DIVISION  BOARD OF COUNTY COMMISSIONERS 201 E. GREEN STREET PERRY, FL. 32347 PH: (850) 838-3500 FAX: (850) 838-3501 E-MAIL: county.engineer@taylorcountygov.com	PROJECT NAME STEINHATCHEE ACRES	PROJECT NO. 2010-007-ENG
					DRAWN BY BOB	SHEET NO.
					CHECKED BY KRD	COVER & CONTENTS
					APPROVED BY BOCC	SCALE 1" = 40'
FILE NAME	PLOT DATE				DATE 12/10/13	
C:\QTO	12/10/2013 4:32 PM		58014	VERIFY SCALE 0 _____ 1"		SHEET 1 OF 109



SUGAR HILL ROAD (10+12~52+39.82) **BIRD POND ROAD (10+09~44+75.51)** **TYPICAL SECTION**

NTS
 SURFACE
 OPTIONAL BASE GROUP 4 WITH
 TYPE SP-12.5 (TRAFFIC C) (1.50 in AVG/SY)
 ADD 2" LIMEROCK (LBR 100)
 SHAPE AND RECOMPACT



CONSTRUCTION SEQUENCE

- SUBMIT MOT PLAN. INSTALL AND MAINTAIN MOT DAILY IN ACCORDANCE WITH APPROVED PLAN.
- CONSTRUCT ALL REQUIRED EROSION CONTROL MEASURES. PROTECT ALL WATERCOURSES, WETLANDS AND PREVENT ALL OFF-SITE DISCHARGE.
- CONSTRUCT DRAINAGE IMPROVEMENTS (SWALES, RETENTION AREAS, DITCH PAVING, ENDWALLS, CULVERTS, ETC.)
- CONSTRUCT STABILIZED SUBGRADE AND SHOULDER AREAS PER PLAN PROFILE AND CROSS-SECTIONS.
- CONSTRUCT PRIMED LIMEROCK BASE COURSE. BASE TO BE PROTECTED USING SAND COVER OR SCREENINGS.
- PLACE SOD AT ROADWAY, STEEP SLOPES AND DRAINAGE STRUCTURES. SEED AND MULCH OTHER DISTURBED AREAS.
- CONSTRUCT NEW ASPHALTIC CONCRETE STRUCTURAL COURSE OVER FULL ROADWAY (IF REQ'D).
- CONSTRUCT NEW ASPHALTIC CONCRETE SURFACE COURSE.
- STRIPE, PLACE RPMS (IF REQUIRED), AND SIGN AS REQUIRED BY THESE PLANS, FDOT AND MUTCD SPECIFICATIONS.

TYPICAL SECTION NOTES

- SUPERPAVE ASPHALTIC CONCRETE SHALL BE PLACED WITH A MECHANICAL SPREADER EQUIPPED AND USING ELECTRONIC TRANSVERSE AND AUTOMATIC LONGITUDNAL SCREED CONTROLS.
- COMPACTION OF STRUCTURAL COURSE & SURFACE COURSE SHALL BE DONE BY STATIC METHOD. NO VIBRATORY METHODS ARE PERMITTED.
- THIS SECTION OF ROADWAY SHALL UTILZE AN ASPHALT DESIGN MIX SUITABLE FOR TRAFFIC LEVEL "B" OR "C".
- MIX AND GRADE (INCLUDING CUT, HAUL, AND FILL IF NEEDED) EXISTING LIMEROCK TO ESTABLISH PROPOSED PROFILE AND CROSS-SECTIONS FOR STABILIZED SUBGRADE.
- REMOVE OR RELOCATE ALL OBSTRUCTIONS WITHIN THE ROADWAY CLEARZONE AS NECESSARY.

TRAFFIC DATA

CURRENT YEAR ESTIMATE = 2011 AADT = 500
 OPENING YEAR ESTIMATE = 2012 AADT = 508
 DESIGN YEAR ESTIMATE = 2031 AADT = 673
 FDOT TRAFFIC LEVEL = B
 K = N/A D = 50% T = 20%
 DESIGN HOUR T = N/A
 DESIGN SPEED = 20 MPH

DATE	2/25/2013	REVISION	Corrected OBG reference # Treatment II and Label(s)	PROJECT NO.	2010-007-ENG
FILE NAME	C#QTO	DESIGNED BY	KRD	STEINHATCHEE ACRES	3
		DRAWN BY	BOB	SHEET NO.	3
		CHECKED BY	KRD	TYPICAL SECTION	
		APPROVED BY	BOCC	DATE	12/10/13
				SCALE	1" = 40'
					SHEET 3 OF 109

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS
 201 E. GREEN STREET PERRY, FL. 32347
 PH: (850) 838-3500 FAX: (850) 838-3501
 E-MAIL: county-engineer@taylorcountygov.com

SEAL
 KENNETH R. DUDLEY
 58014

FLUT DATE
 12/10/2013 4:32 PM

SUMMARY OF ROADWAY ITEMS AND QUANTITIES				
FDOT INDEX	ITEM No.	LUMP SUM ITEM	UNIT	STATION 10+28.66~48+70.49 370+94.59~383+35.44 QUANTITY
17302,17359,etc.		SIGNAGE	LS	1
	101-1	MOBILIZATION	LS	1
600 Series	102-1	MAINTENANCE OF TRAFFIC	LS	1
102	104-10-3	SEDIMENT BARRIER	LF	200
	107-2	MOWING	AC	7.41
	110-2-1	CLEARING AND GRUBBING	AC	0
285, 500, 505	120-1	REGULAR EXCAVATION	CY	1040
500, 505	120-6	EMBANKMENT	CY	998
513	160-4	TYPE B STABILIZED SUBGRADE (LBR 40) 6.0 in	SY	0
513	160-4	TYPE B STABILIZED SUBGRADE (LBR 40) 12.0 in	SY	0
513	210-2	LIMEROCK MATERIAL FOR RE-WORKING BASE	CY	934
513	220-70-1	SHAPING AND COMPACTING NEW BASE	SY	16,812
513	285-706	OPTIONAL BASE GROUP 9	SY	0
513	334-1-12	12.0 in AGGREGATE BASE #57 STONE	CY	0
513	334-1-12	STRUCTURAL/SURFACE COURSE (2.00 in / SY SP-12.5) (TRAFFIC C)	TN	0
513	334-1-12	STRUCTURAL/SURFACE COURSE (1.50 in / SY SP-12.5) (TRAFFIC C)	TN	1316.0
513	334-1-12	STRUCTURAL/SURFACE COURSE (1.50 in / SY FC-12.5) (TRAFFIC C)	TN	0
513	334-1-12	STRUCTURAL/SURFACE COURSE (0.75 in / SY FC-5) (TRAFFIC C)	TN	0
250	400-1-2	CLASS I CONCRETE, ENDWALLS	CY	3.1
205	430-174-118	PIPE CULVERT OPTIONAL MATERIAL, ROUND 18", SD	LF	86
205	430-174-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND 24", SD	LF	0
205	430-174-118	PIPE CULVERT OPTIONAL MATERIAL ROUND 18", CD	LF	13
273	430-984-125	MITERED END SECTION, 18" ROUND, SD	EA	18
273	430-984-129	MITERED END SECTION, 24" ROUND, SD	EA	0
104, 105	570-1-1	PERFORMANCE TURF	SY	30,355
105, 281	570-1-2	PERFORMANCE TURF, SOD	SY	4,776
17346	710-11-211	CENTER STRIPE (4" YELLOW) SOLID (MUTCD PART III)	NM	2,914
17346	711-11-151	DOTTED/GUIDELINE/6-10 GAP EXTENTION STRIPE 6" WHITE	GM	0
17346	710-11-111	EDGE STRIPE (6" WHITE) SOLID (MUTCD PART III)	NM	0
17346	711-11-111	EDGE STRIPE (6" WHITE) SOLID THERMO (MUTCD PART III)	NM	0
17346	711-11-125	STOP BAR (24" WHITE THERMOPLASTIC) (MUTCD PART III)	LF	58
515, 516	710-90	PAINTED PAVEMENT MARKINGS (FINAL SURFACE 2 APPLICATIONS)	EA	1
513	334-1-11	SIDE STREETS/TURNOUTS - ASPHALT SURFACE COURSE-1.50 IN/SY	TN	33.4
515, 516	160-4	SIDESTREETS (SUBGRADE)	SY	0
515, 516	286-1	SIDESTREETS/TURNOUTS (BASE)	SY	405

NOTES FOR ITEMS:

THESE QUANTITIES ARE ESTIMATES AND MAY BE ADJUSTED BASED ON ACTUAL FIELD CONDITIONS. CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL FIELD CONDITIONS AND JOB REQUIREMENTS PRIOR TO SUBMITTING A PROPOSAL.

- 102-1

MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MUTCD. INCLUDES THE COST OF ALL ITEMS WHICH ARE REQUIRED FOR TRAFFIC CONTROL AND ARE NOT SPECIFICALLY INCLUDED IN THE ROADWAY SUMMARY PAY ITEMS. ALL REFERENCES TO TRAFFIC CONTROL SHOULD BE TO THE WORK ZONE TRAFFIC CONTROL, PART SIX, TEMPORARY TRAFFIC CONTROL, LATEST EDITION.

THIS ITEM IS TO INCLUDE THE COST OF TEMPORARY STRIPING TO BE APPLIED AT THE END OF EACH STRUCTURAL COURSE AND SURFACE COURSE. STRIPING TAPE NOT PERMITTED.
- 120-6

MAINTAIN A SHOULDER SLOPE OF 0.06 FT/FT MAXIMUM FROM THE EDGE OF THE ASPHALT PAVEMENT OUT TO THE SHOULDER POINT AS SPECIFIED IN THE SCOPE OF WORK. AREAS WITH EXCESS MATERIAL MAY BE USED AS BALANCE MATERIAL IN DEFICIENT AREAS OR STOCKPILED IN AN AREA APPROVED BY THE COUNTY ENGINEERING DIVISION OR AUTHORIZED REPRESENTATIVE FOR LATER REMOVAL BY THE CONTRACTOR. THE CONTRACTOR IS REQUIRED TO FURNISH ANY BORROW MATERIAL REQUIRED TO COMPLETE THIS ITEM AND IS TO BE INCLUDED IN THIS PAY ITEM.
- 334-1-1X

NO INCREASE IN ASPHALT PRICES WILL BE ALLOWED FOR BITUMINOUS OR DIESEL PRICE FLUCTUATIONS OR FOR VARIANCES OF LIQUID ASPHALT CONTENT IN JOB MIX FORMULA. THIS ALSO APPLIES TO RELATED ITEMS.
- 570-1-X

FERTILIZER: BASED ON 1ST APPLICATION @ 265 LB/ACRE AND 2ND APPLICATION @ 135 LB/ACRE OF 16-4-8.
- 570-1-X

WATER: BASED ON 2 APPLICATIONS. ALL AREAS THAT ARE SODDED SHALL BE THOROUGHLY SOAKED WITH WATER PRIOR TO AND AFTER THE SOD INSTALLATION.
- 570-1-2

INCLUDES COST OF PEGGING SOD ON STEEP SLOPES PER PLAN REQUIREMENTS. ALSO INCLUDES MATCHING OF PRIVATE OWNER TYPES OF SOD EXISTING PRIOR TO CONSTRUCTION, IF DESIRED BY OWNER AND/OR APPROVED BY THE COUNTY ENGINEERING DEPARTMENT OR AUTHORIZED REPRESENTATIVE.

THIS ITEM MAY BE REDUCED OR INCREASED BASED ON FIELD CONDITIONS BY THE COUNTY ENGINEERING DEPARTMENT OR AUTHORIZED REPRESENTATIVE.

PROJECT NO.
2010-007-ENG

SHEET NO.
6

SHEET 6 OF 109

PROJECT NAME
STEINHATCHEE ACRES

SHEET TITLE
SUMMARY OF QUANTITIES

DATE
12/10/13

SCALE
1" = 40'

DESIGNED BY
KRD

DRAWN BY
BOB

CHECKED BY
KRD

APPROVED BY
BOCC

TAYLOR COUNTY ENGINEERING DIVISION

BOARD OF COUNTY COMMISSIONERS

201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
E-MAIL: county.engineer@taylorcountygov.com

SEAL

KENNETH R. DUDLEY

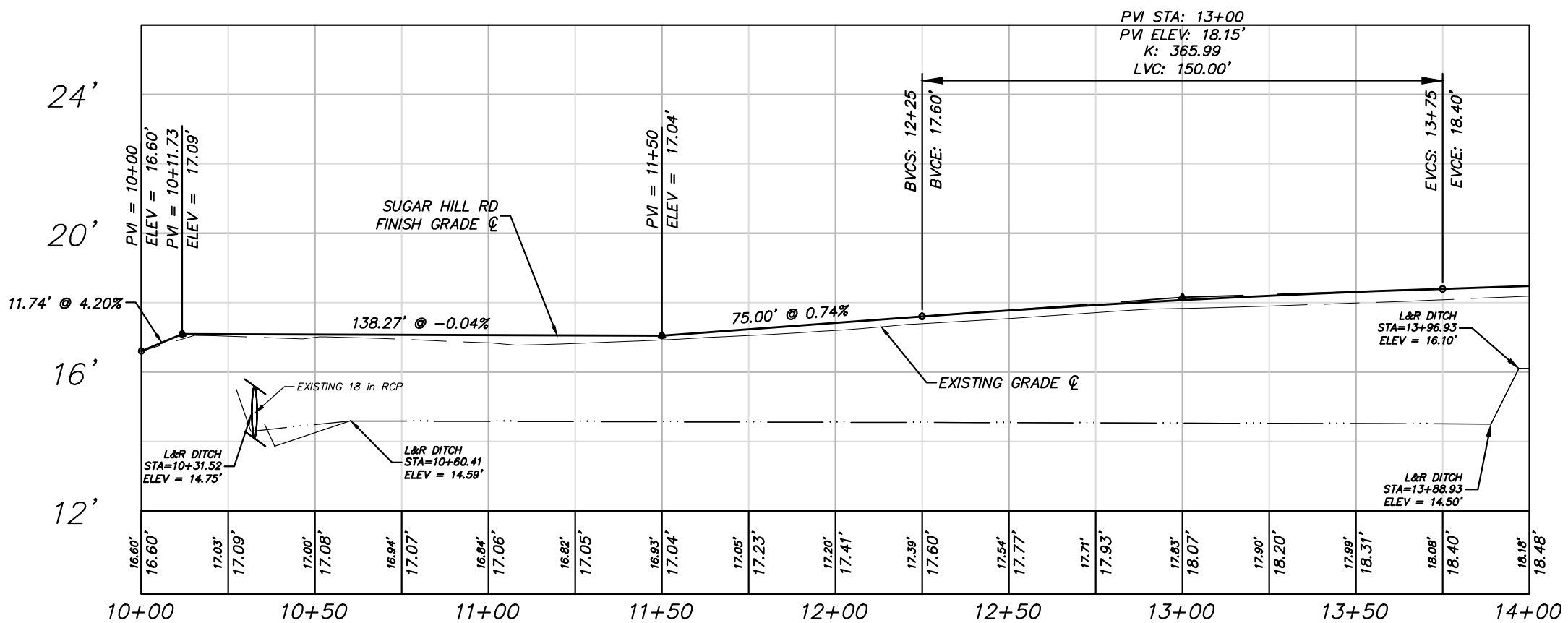
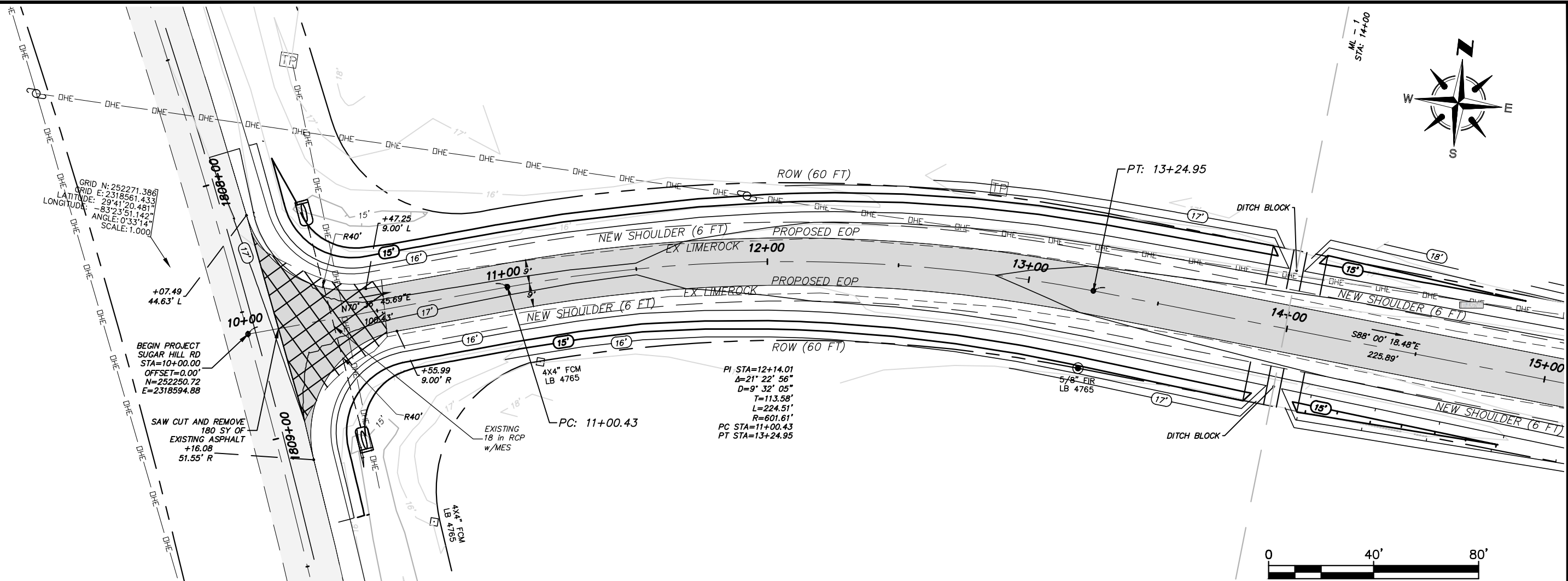
58014

REVISION

DATE

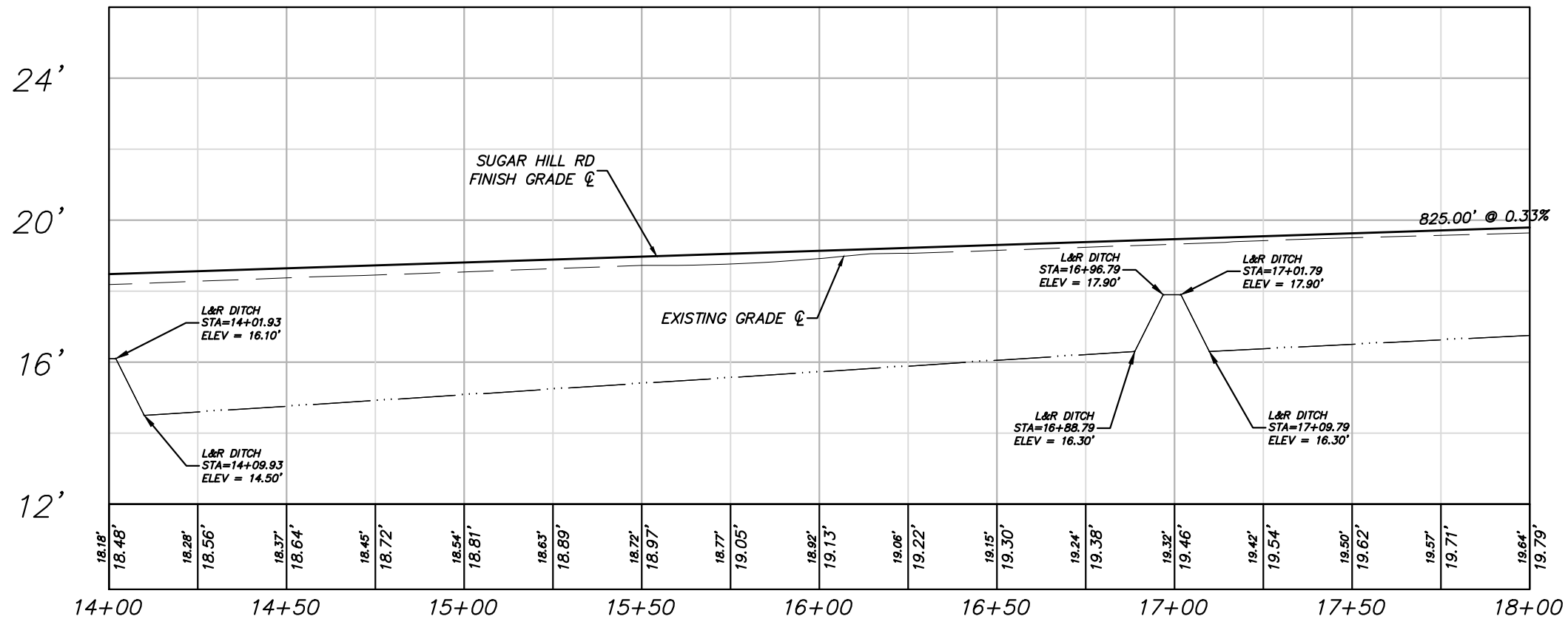
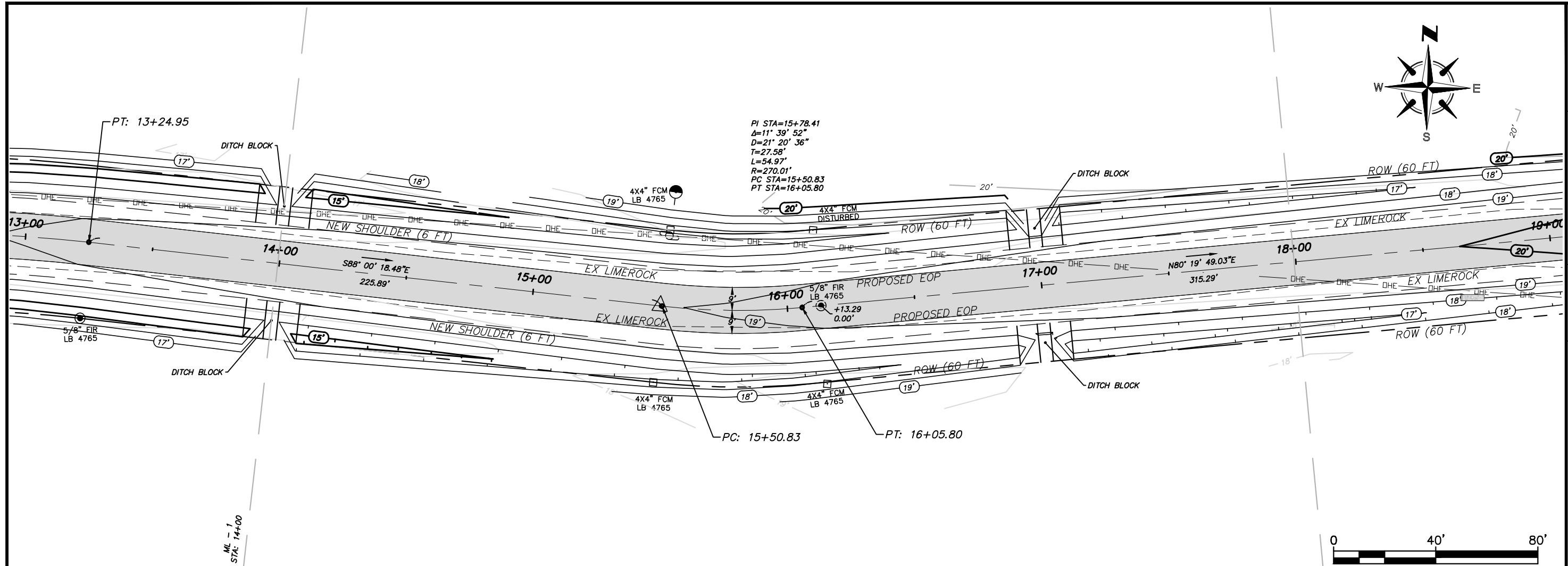
FILE NAME
C#QTO

PLOT DATE
12/10/2013 4:41 PM



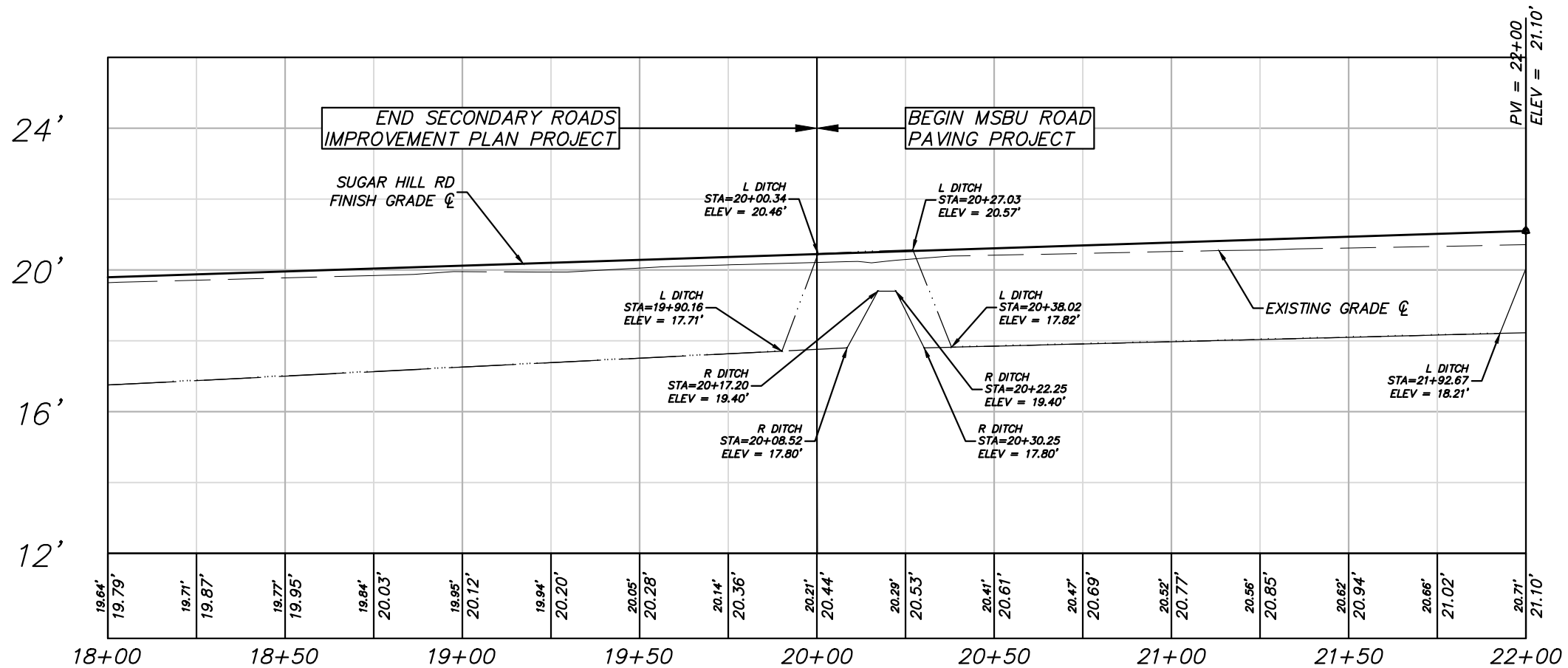
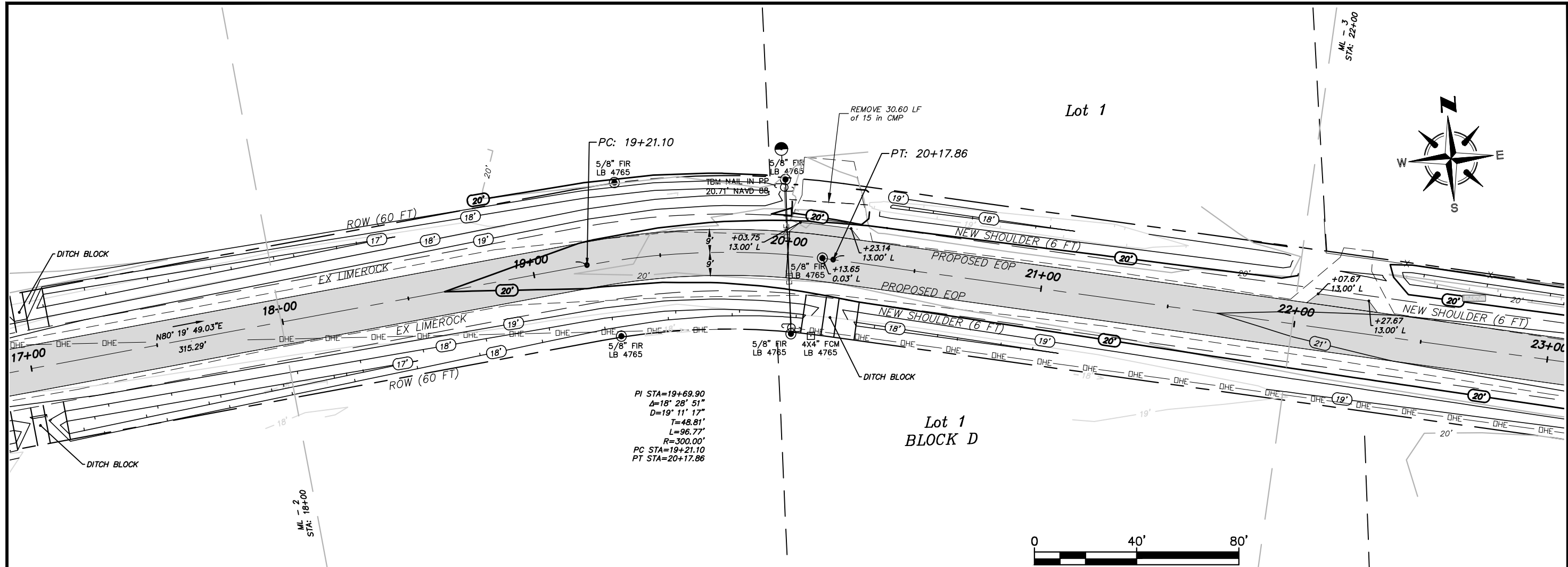
SCALE:
HOR: 1"=40'
VER: 1"=4'

PROJECT NO. 2010-007-ENG		PROJECT NAME STEINHATCHEE ACRES		SHEET NO. 7	
DESIGNED BY KRD	DRAWN BY BOB	CHECKED BY KRD	APPROVED BY BOCC	DATE 12/10/13	SCALE 1" = 40'
TAYLOR COUNTY ENGINEERING DIVISION BOARD OF COUNTY COMMISSIONERS 201 E. GREEN STREET PERRY, FL. 32347 PH: (850) 838-3500 FAX: (850) 838-3501 E-MAIL: county.engineer@taylorcountygov.com					
SEAL KENNETH R. DUDLEY				56014	
DATE	REVISION	FILE NAME	PP - I	PLOT DATE 12/10/2013 4:32 PM	



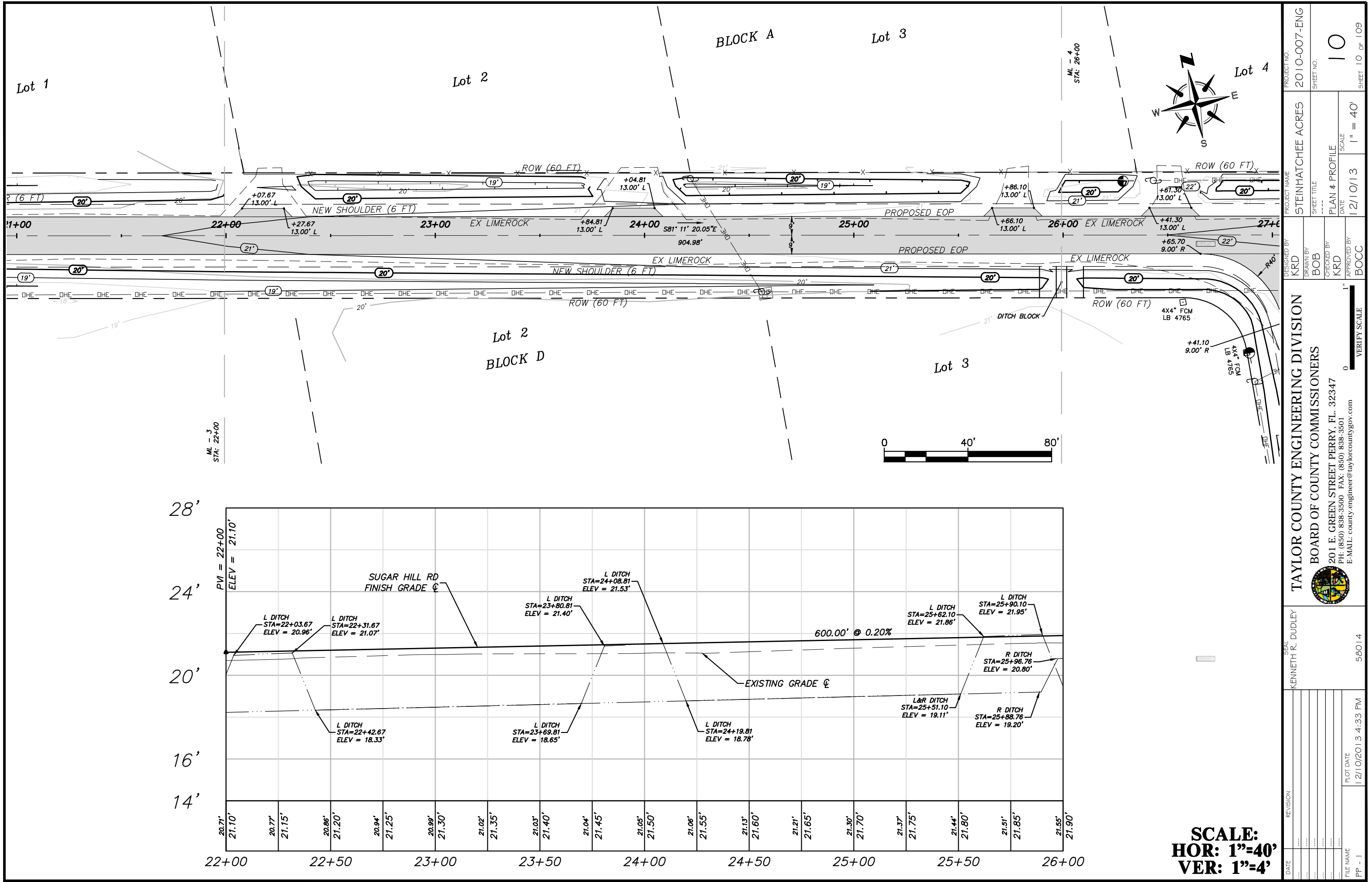
SCALE:
HOR: 1"=40'
VER: 1"=4'

PROJECT NO. 2010-007-ENG		PROJECT NAME STEINHATCHEE ACRES		SHEET NO. 8	
DESIGNED BY KRD		DRAWN BY BOB		CHECKED BY KRD	
DATE		DATE		DATE	
12/10/2013		12/10/2013		12/10/2013	
FILE NAME PP - 1		PLOT DATE 12/10/2013 4:32 PM		APPROVED BY BOCC	
TAYLOR COUNTY ENGINEERING DIVISION		BOARD OF COUNTY COMMISSIONERS		201 E. GREEN STREET PERRY, FL. 32347	
PH: (850) 838-3500 FAX: (850) 838-3501		E-MAIL: county.engineer@taylorcountygov.com		56014	
SIGNED KENNETH R. DUDLEY		SCALE 1" = 40'		VERIFY SCALE	

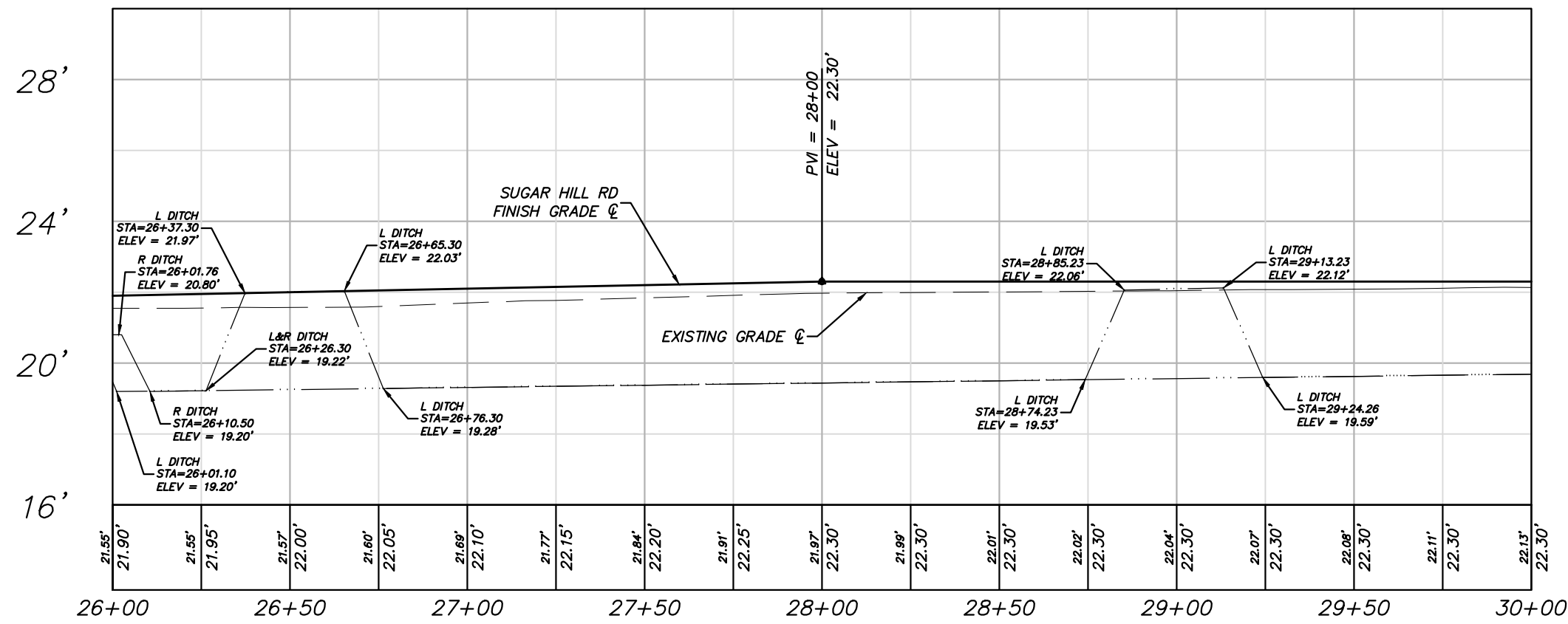
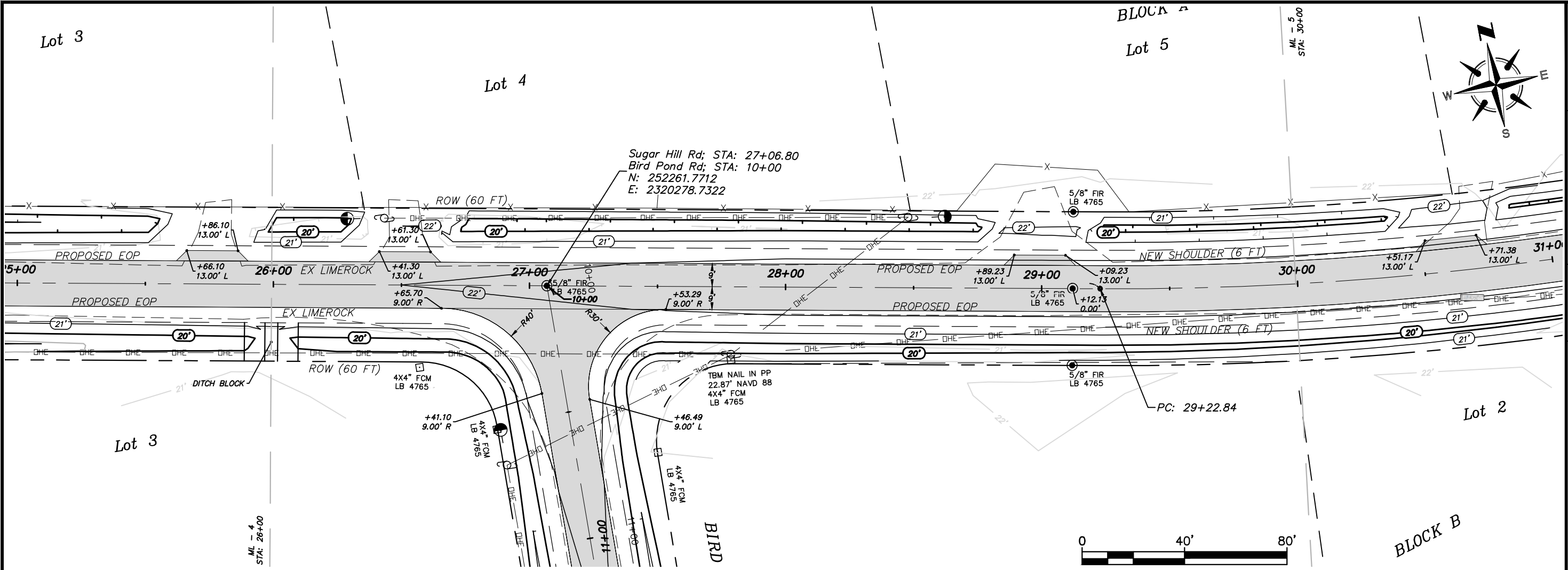


SCALE:
HOR: 1"=40'
VER: 1"=4'

PROJECT NO. 2010-007-ENG		SHEET NO. 9	
PROJECT NAME STEINHATCHEE ACRES		SHEET TITLE PLAN & PROFILE	
DESIGNED BY KRD		DRAWN BY BOB	
CHECKED BY KRD		APPROVED BY BOCC	
DATE 12/10/13		SCALE 1" = 40'	
TAYLOR COUNTY ENGINEERING DIVISION		BOARD OF COUNTY COMMISSIONERS	
201 E. GREEN STREET PERRY, FL. 32347		PH: (850) 838-3500 FAX: (850) 838-3501	
E-MAIL: county-engineer@taylorcountygov.com		58014	
SEAL KENNETH R. DUDLEY		FILE NAME PP - I	
REVISION		PLOT DATE 12/10/2013 4:32 PM	
DATE			

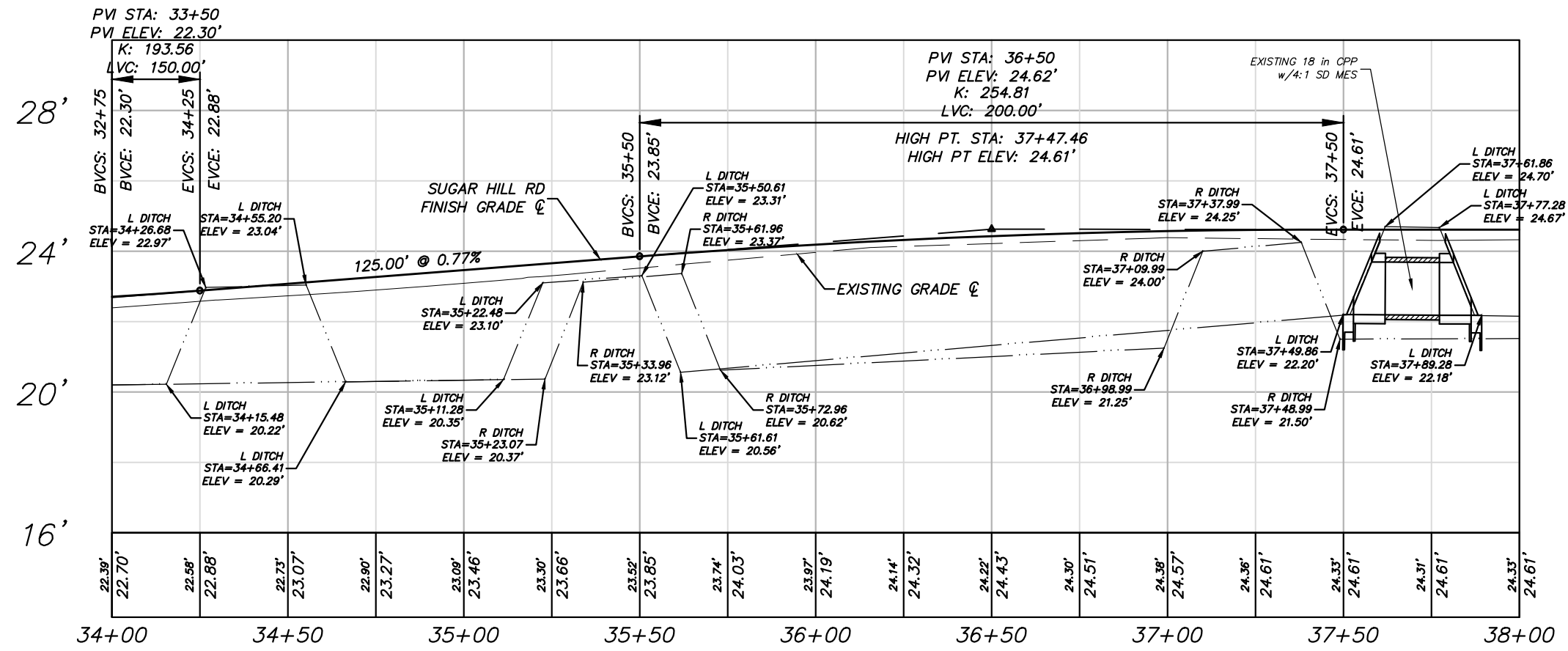
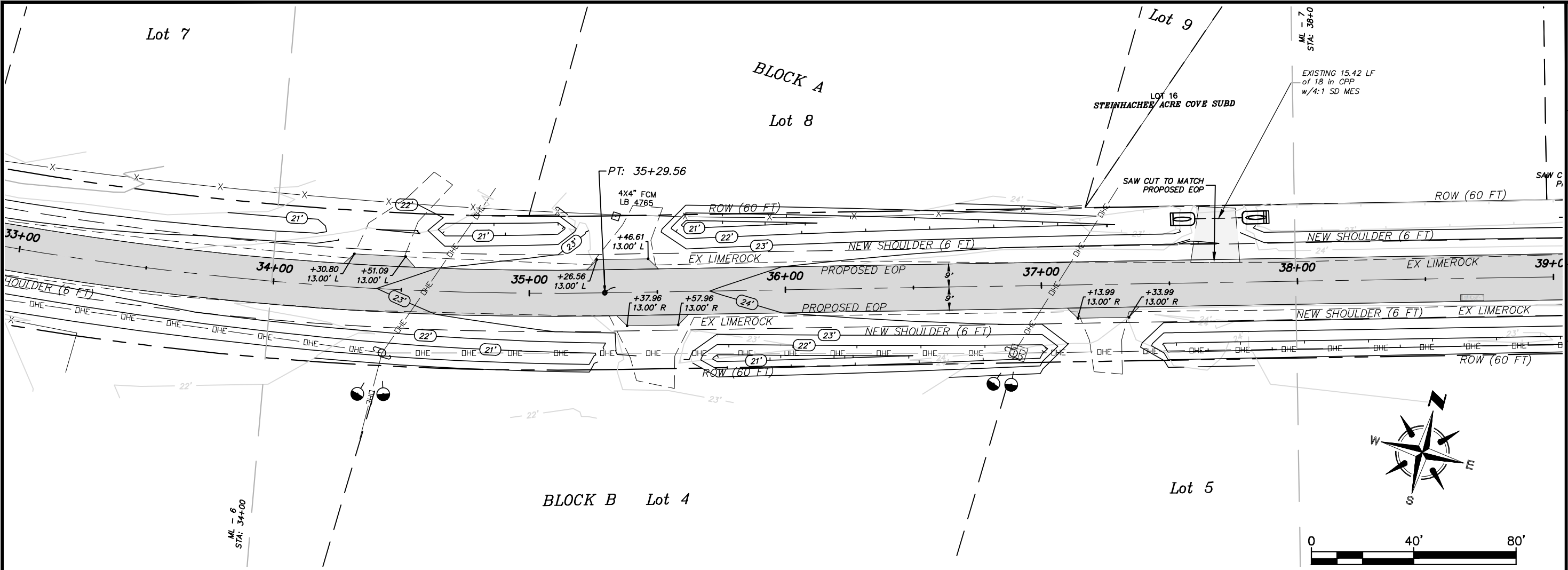


PROJECT NO. 2010-007-ENG		STEINHATCHEE ACRES		SHEET NO. 10		SHEET 10 OF 109	
DESIGNED BY KRD		DRAWN BY BOB		CHECKED BY KRD		APPROVED BY BOCC	
TAYLOR COUNTY ENGINEERING DIVISION		BOARD OF COUNTY COMMISSIONERS		201 E. GREEN STREET PERRY, FL. 32347		PH: (850) 838-3500 FAX: (850) 838-3501	
KENNETH R. DUDLEY		58014		FILE NAME		PP - I	
DATE		REVISION		PLOT DATE		12/10/2013 4:33 PM	
12/10/13		1" = 40'		VERIFY SCALE		0	



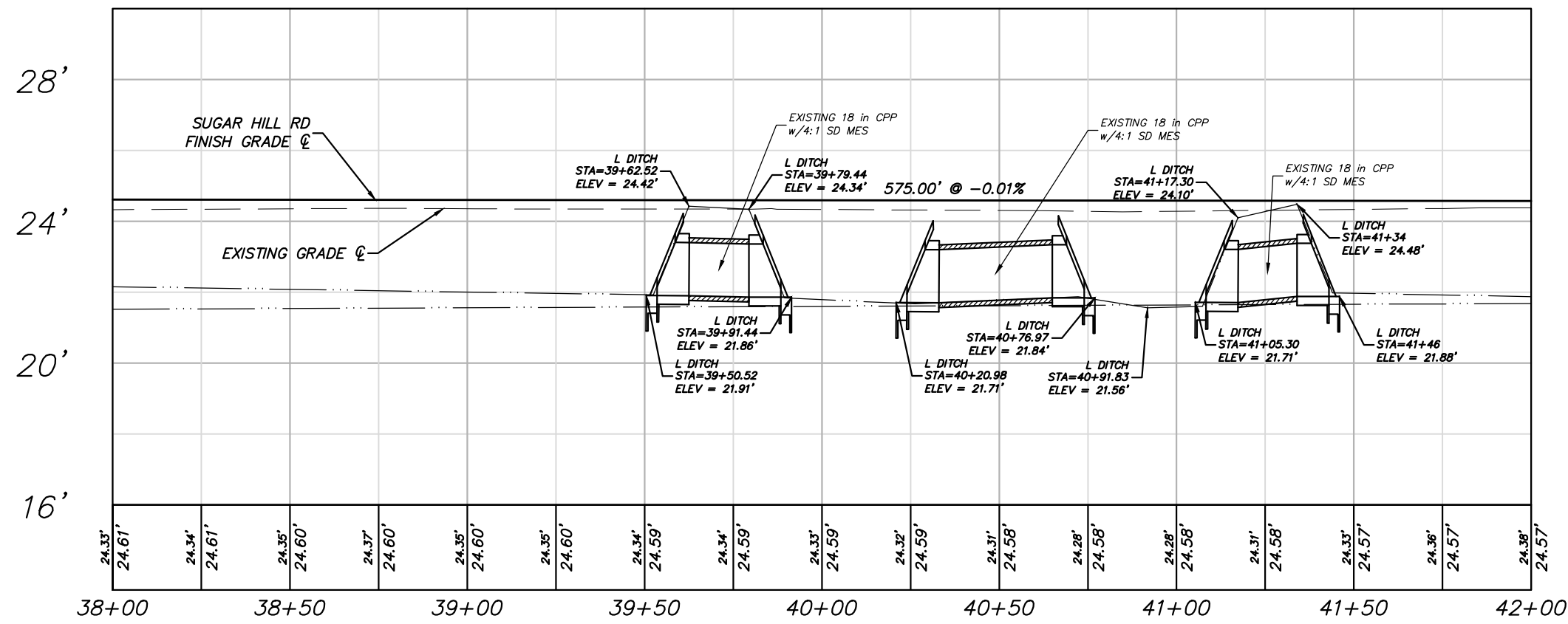
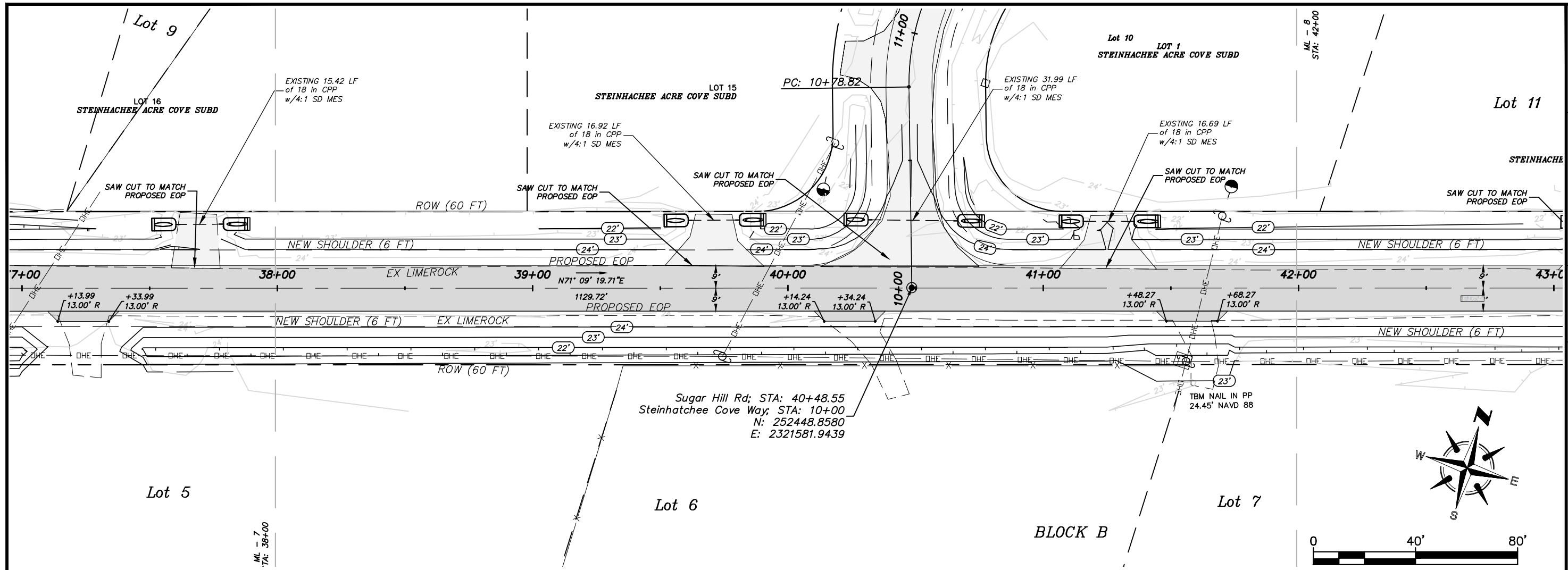
SCALE:
HOR: 1"=40'
VER: 1"=4'

PROJECT NO. 2010-007-ENG		PROJECT NAME STEINHATCHEE ACRES		DESIGNED BY KRD		DRAWN BY BOB		CHECKED BY KRD		APPROVED BY BOCC	
SHEET NO. 11		SHEET TITLE PLAN & PROFILE		DATE 12/10/13		SCALE 1" = 40'		DATE 12/10/13		SCALE 1" = 40'	
<p>TAYLOR COUNTY ENGINEERING DIVISION BOARD OF COUNTY COMMISSIONERS 201 E. GREEN STREET PERRY, FL. 32347 PH: (850) 838-3500 FAX: (850) 838-3501 E-MAIL: county_engineer@taylorcountygov.com</p> <p>SEAL KENNETH R. DUDLEY 58014</p> <p>DATE _____ REVISION _____</p> <p>FILE NAME PP - 1 PLOT DATE 12/10/2013 4:33 PM</p>											



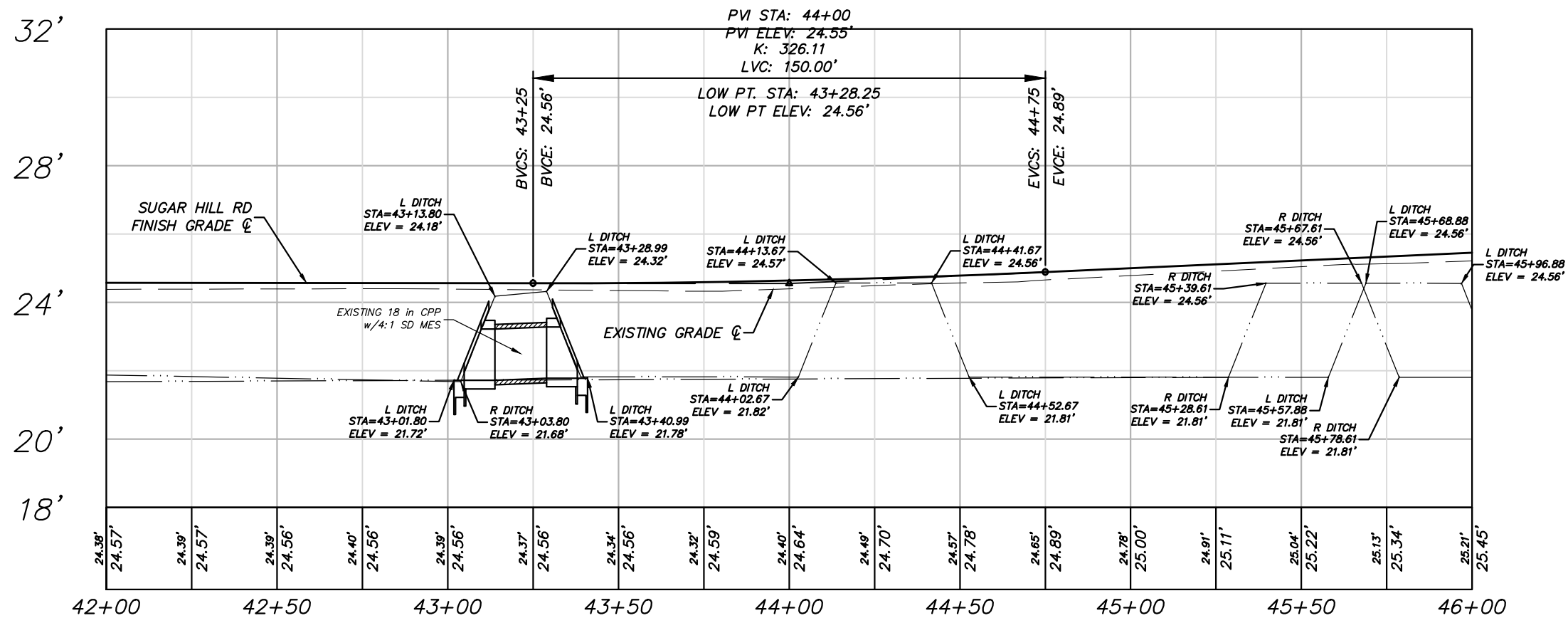
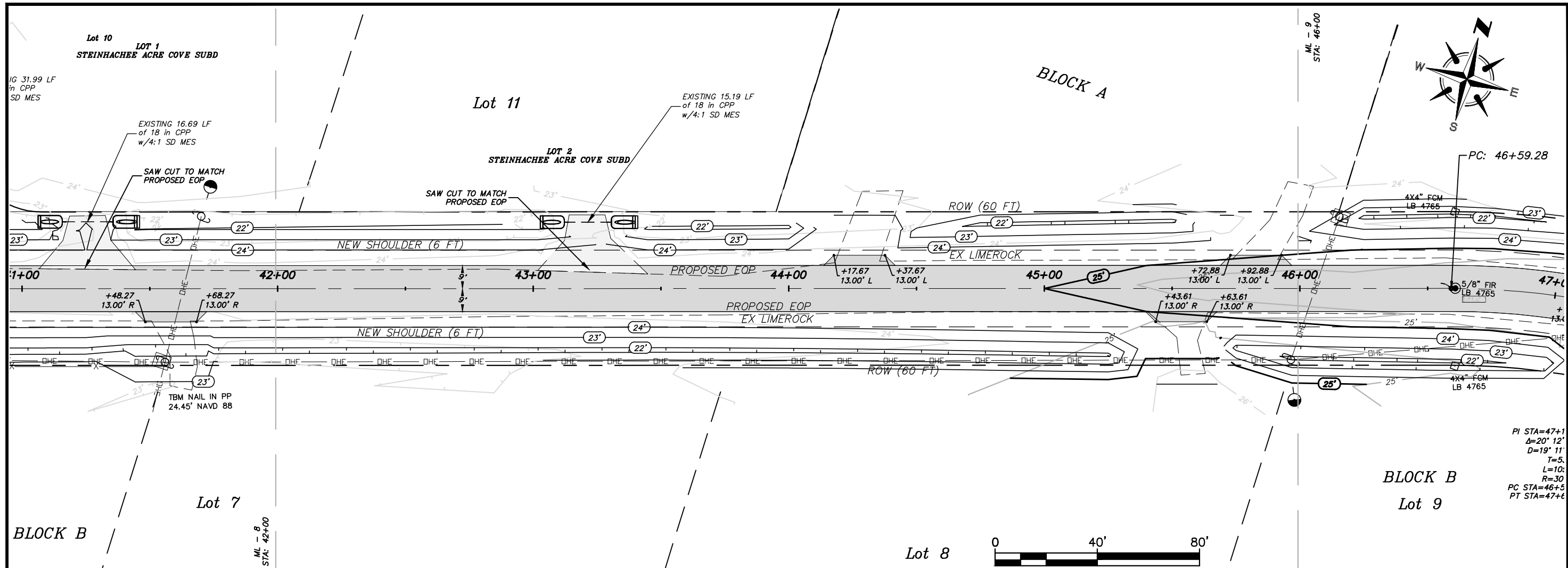
SCALE:
HOR: 1"=40'
VER: 1"=4'

PROJECT NO. 2010-007-ENG		PROJECT NAME STEINHATCHEE ACRES		SHEET NO. 13	
DESIGNED BY KRD		DRAWN BY BOB		CHECKED BY KRD	
APPROVED BY BOCC		DATE 12/10/13		SCALE 1" = 40'	
TAYLOR COUNTY ENGINEERING DIVISION BOARD OF COUNTY COMMISSIONERS 201 E. GREEN STREET PERRY, FL. 32347 PH: (850) 838-3500 FAX: (850) 838-3501 E-MAIL: county_engineer@taylorcountygov.com					
SEAL KENNETH R. DUDLEY		58014		FILE NAME PP - J	
DATE		REVISION		PLOT DATE 12/10/2013 4:33 PM	



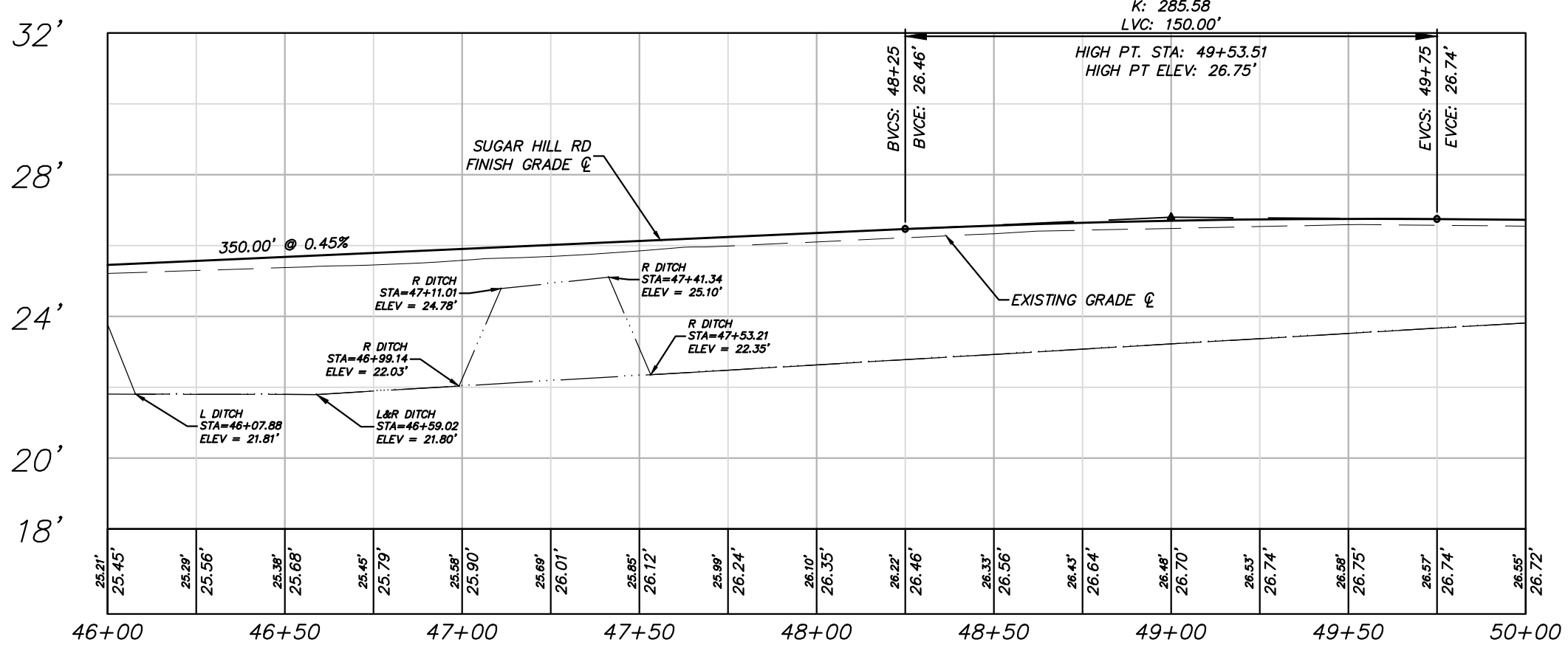
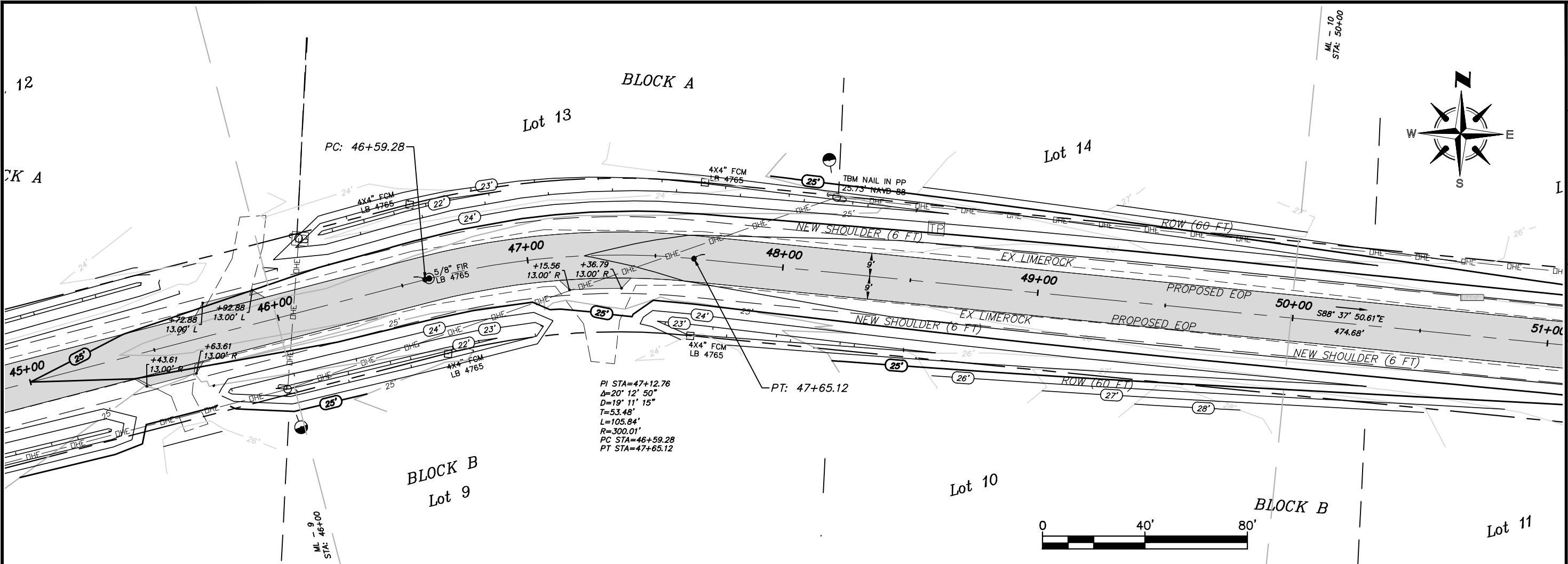
SCALE:
HOR: 1"=40'
VER: 1"=4'

PROJECT NO. 2010-007-ENG		SHEET NO. 14	
PROJECT NAME STEINHACHEE ACRES		DATE 12/10/13	
DESIGNED BY KRD	DRAWN BY BOB	CHECKED BY KRD	APPROVED BY BOCC
TAYLOR COUNTY ENGINEERING DIVISION			
BOARD OF COUNTY COMMISSIONERS			
201 E. GREEN STREET PERRY, FL. 32347			
PH: (850) 838-3500 FAX: (850) 838-3501			
E-MAIL: county.engineer@taylorcountygov.com			
SEAL KENNETH R. DUDLEY		56014	
DATE		FILE NAME	
REVISION		PLOT DATE 12/10/2013 4:33 PM	




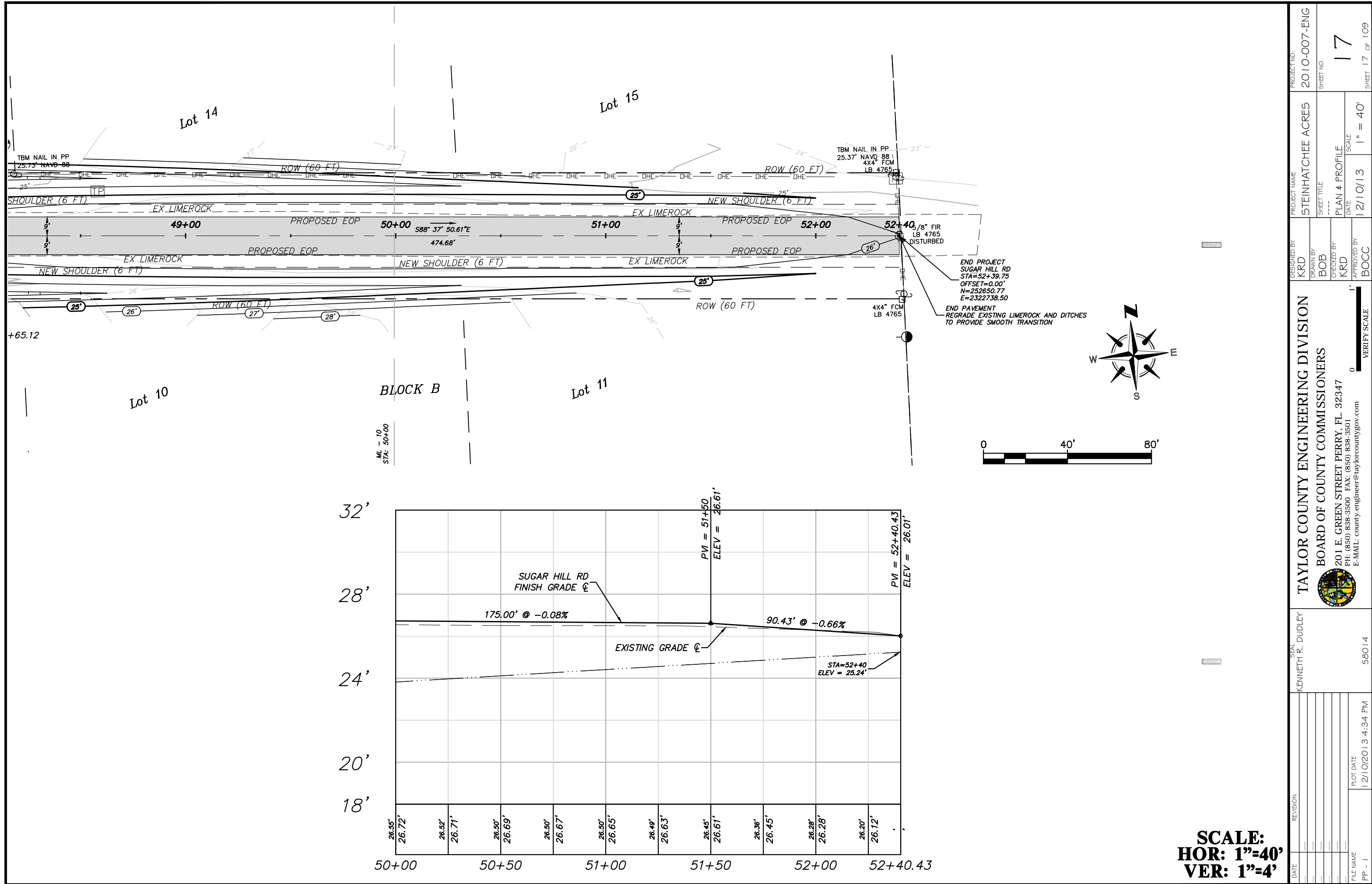
SCALE:
HOR: 1"=40'
VER: 1"=4'

SEAL		KENNETH R. DUDLEY		TAYLOR COUNTY ENGINEERING DIVISION		DESIGNED BY KRD		PROJECT NAME STEINHACHEE ACRES		PROJECT NO. 2010-007-ENG	
DATE		REVISION		BOARD OF COUNTY COMMISSIONERS		DRAWN BY BOB		SHEET TITLE ---		SHEET NO.	
				201 E. GREEN STREET PERRY, FL. 32347		CHECKED BY KRD		PLAN & PROFILE		15	
				PH: (850) 838-3500 FAX: (850) 838-3501		APPROVED BY BOCC		DATE 12/10/13		SCALE 1" = 40'	
				E-MAIL: county.engineer@taylorcountygov.com		0		1"		VERIFY SCALE	
											
				58014							
FILE NAME		PLOT DATE									
PP - I		12/10/2013 4:34 PM									



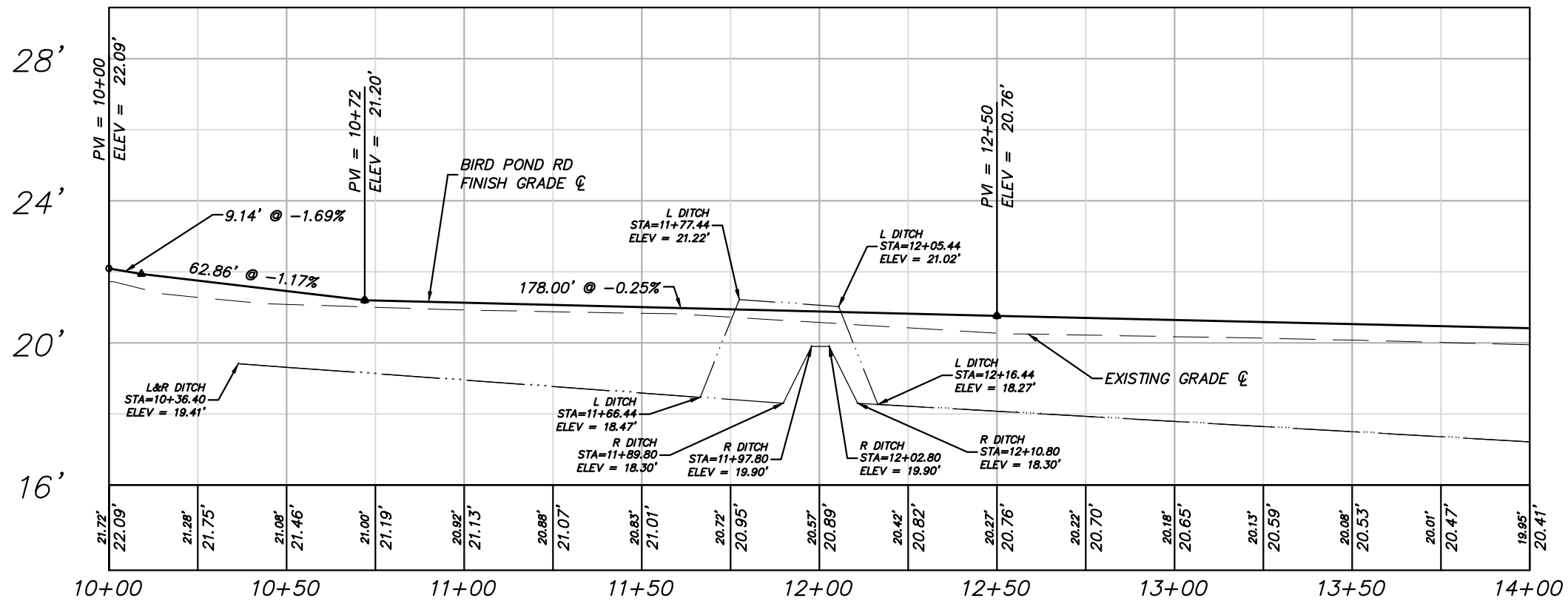
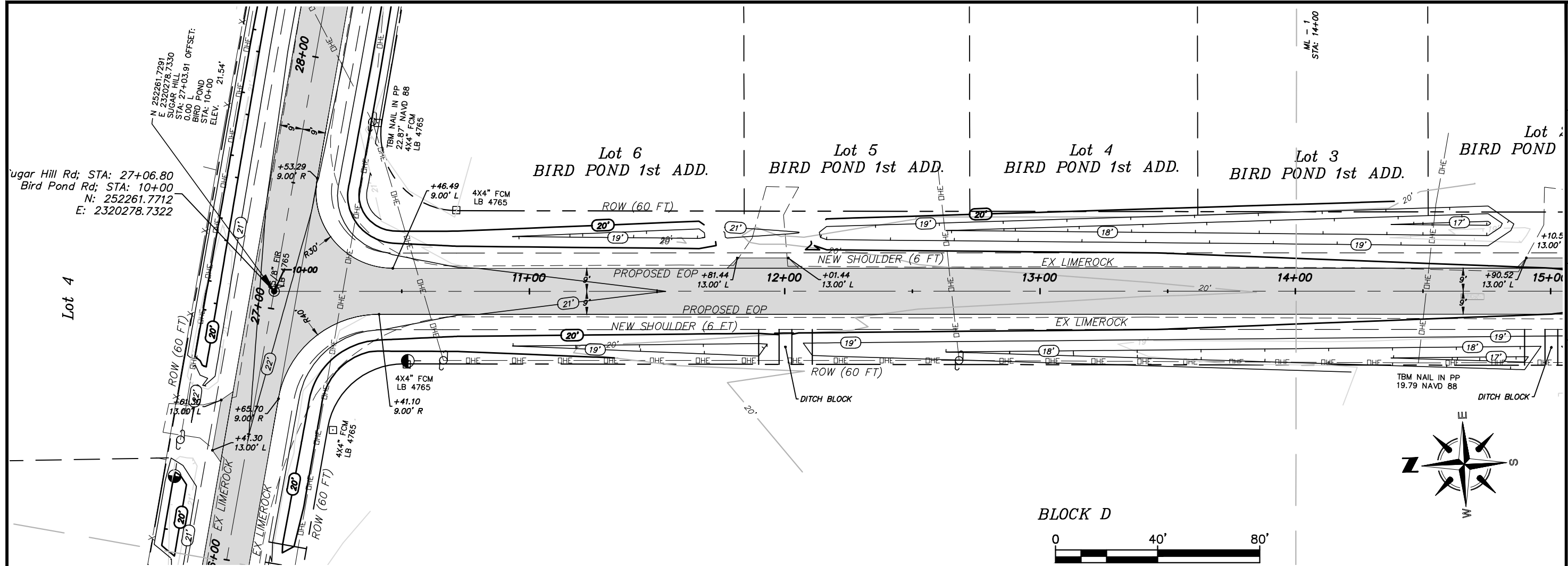
SCALE:
HOR: 1"=40'
VER: 1"=4'

PROJECT NO.		2010-007-ENG	
PROJECT NAME		STEINHATCHEE ACRES	
DESIGNED BY		KRD	
DRAWN BY		BOB	
CHECKED BY		KRD	
APPROVED BY		BOCC	
SHEET NO.		16	
PLAN & PROFILE		DATE 12/10/13	
SCALE		1" = 40'	
TAYLOR COUNTY ENGINEERING DIVISION		VERIFIED SCALE	
BOARD OF COUNTY COMMISSIONERS		0 1"	
201 E. GREEN STREET PERRY, FL. 32347		VERIFY SCALE	
PH: (850) 838-3500 FAX: (850) 838-3501			
E-MAIL: county.engineer@taylorcountygov.com			
			
SEAL		58014	
KENNETH R. DUDLEY			
REVISION		FILE NAME	
DATE		PLOT DATE	
		12/10/2013 4:34 PM	
PP - I			




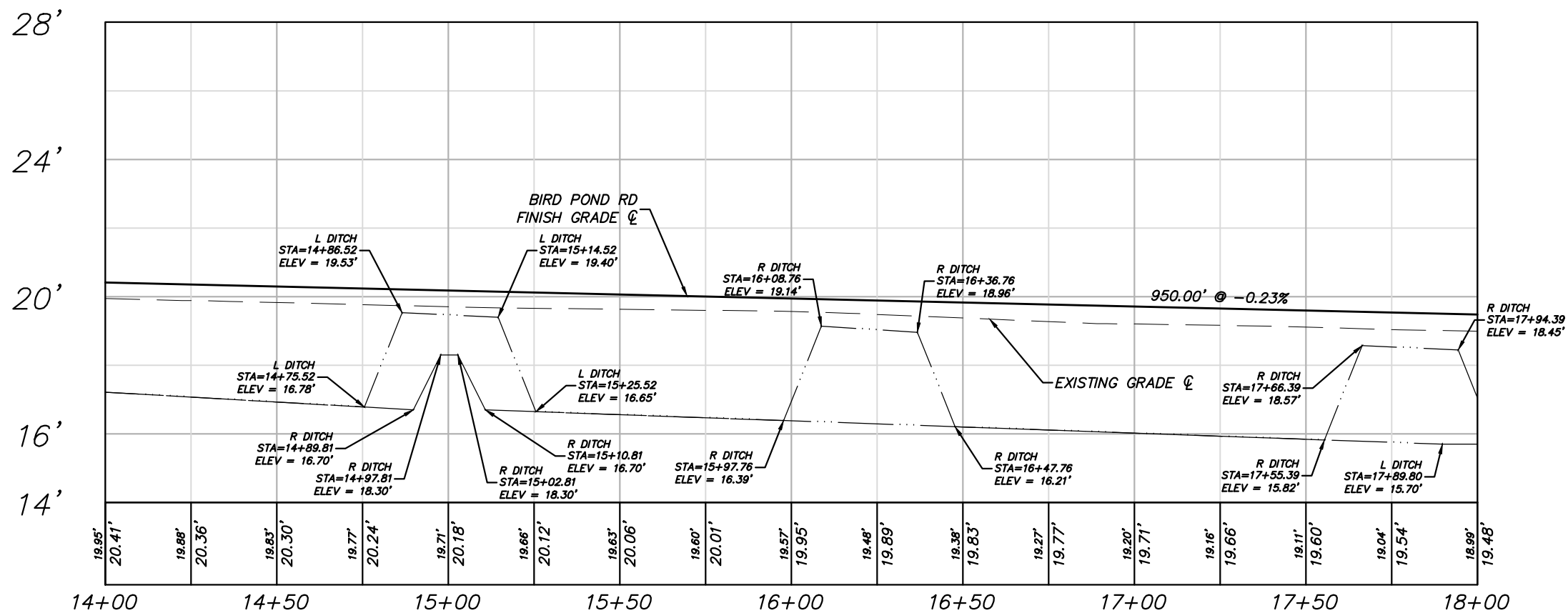
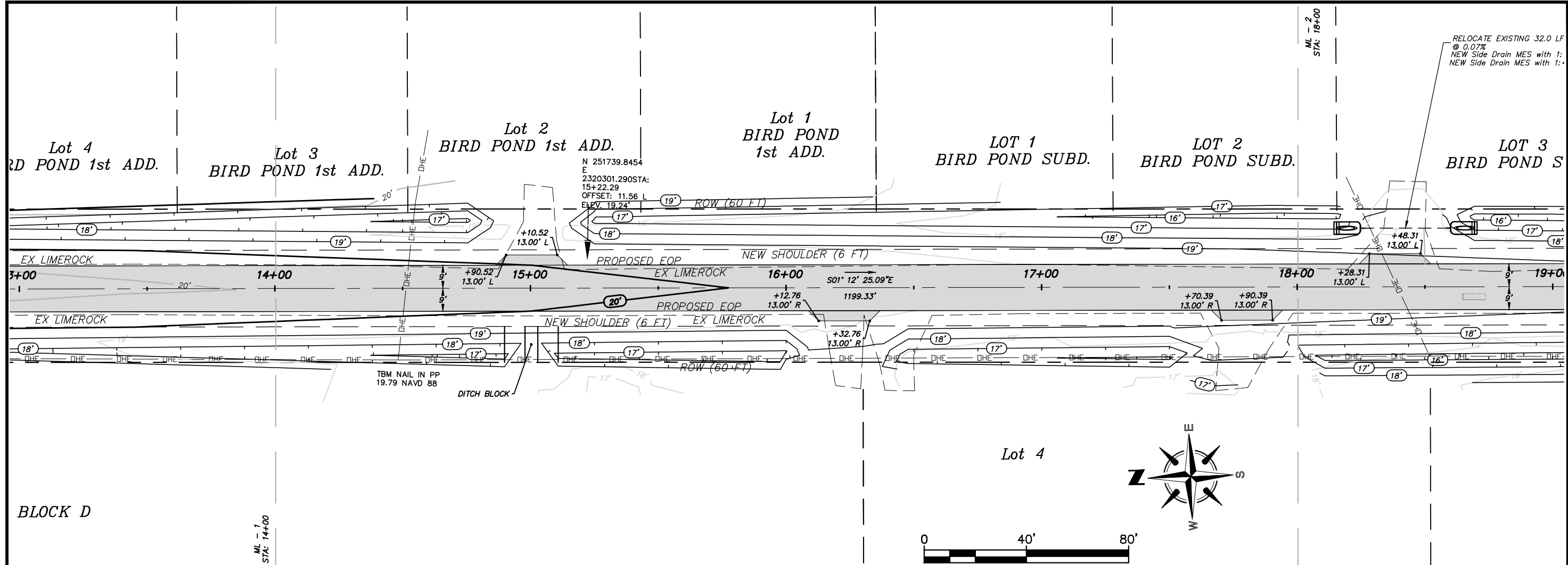
SCALE:
HOR: 1"=40'
VER: 1"=4'

FILE NAME PP - 1	PLOT DATE 12/10/2013 4:34 PM	58014	SEAL KENNETH R. DUDLEY	 TAYLOR COUNTY ENGINEERING DIVISION BOARD OF COUNTY COMMISSIONERS 201 E. GREEN STREET PERRY, FL. 32347 PH: (850) 838-3500 FAX: (850) 838-3501 E-MAIL: county.engineer@taylorcountygov.com	DESIGNED BY KRD	DRAWN BY BOB	CHECKED BY KRD	APPROVED BY BOCC	DATE 12/10/13	SCALE 1" = 40'	PLAN & PROFILE	SHEET TITLE -----	PROJECT NAME STEINHATCHEE ACRES	PROJECT NO. 2010-007-ENG	SHEET NO. 17	SHEET 17 OF 109



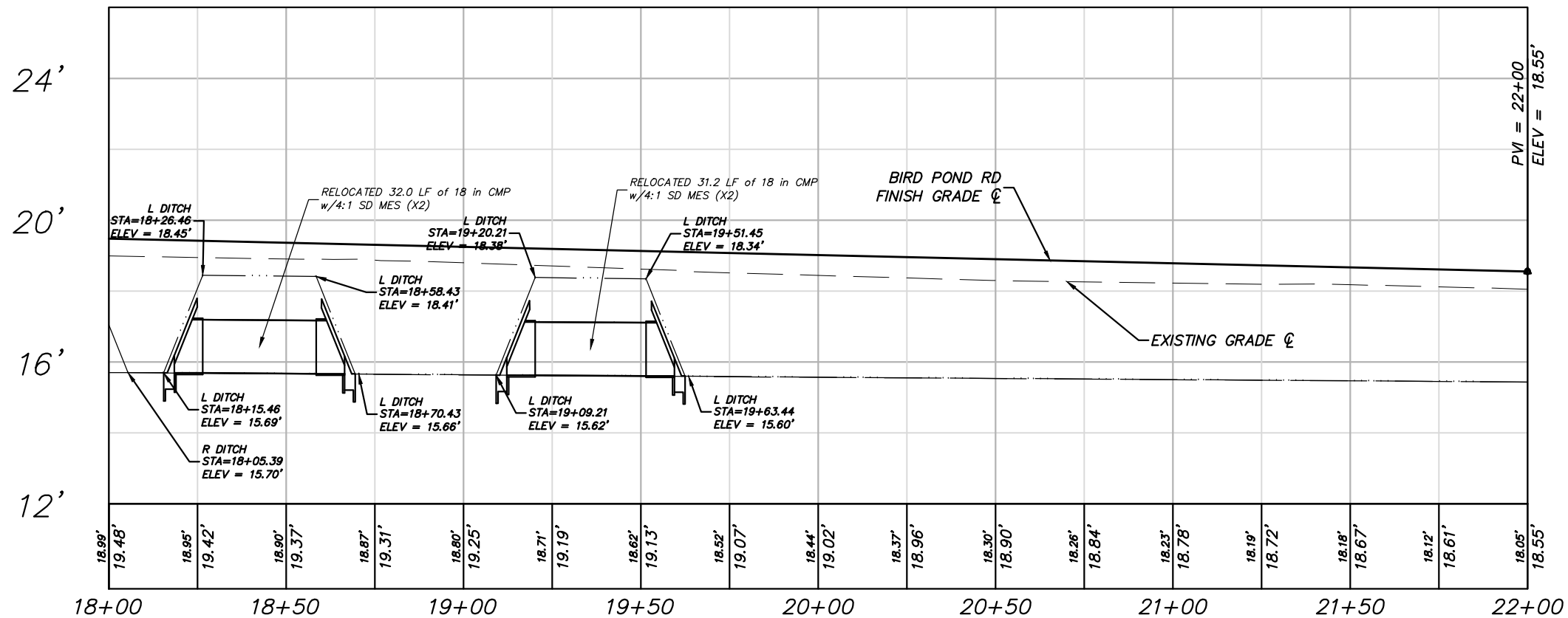
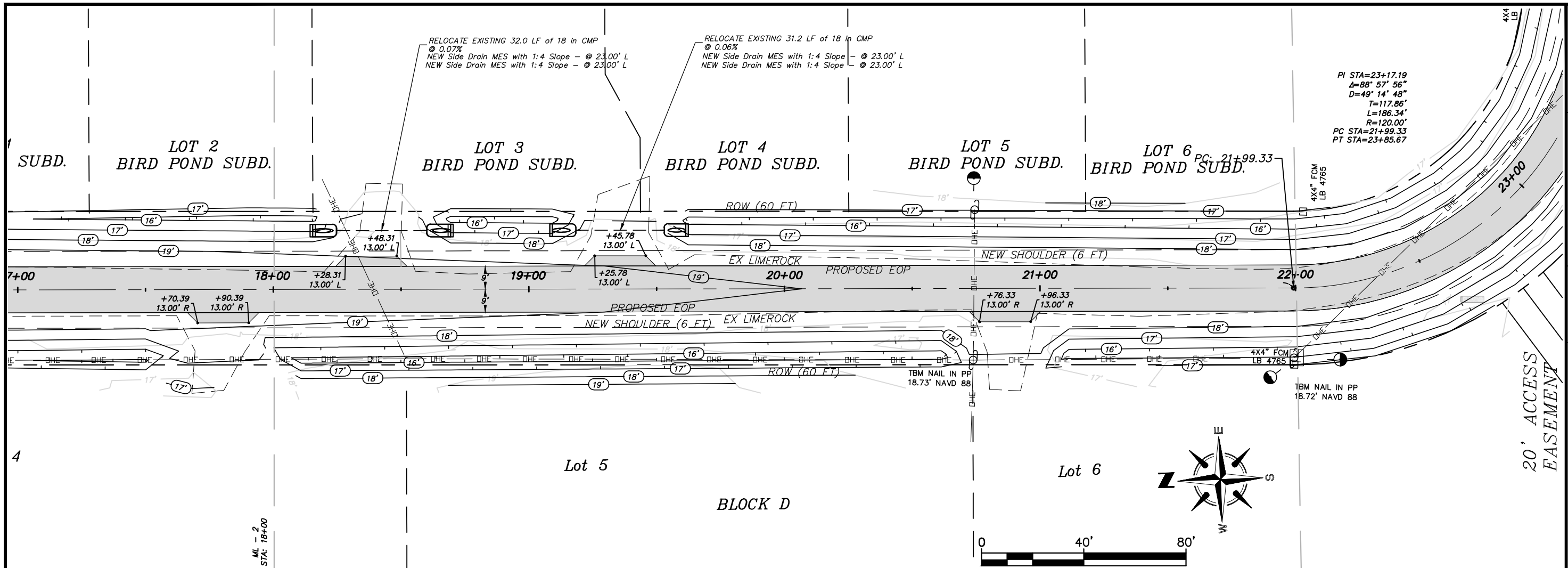
SCALE:
HOR: 1"=40'
VER: 1"=4'

PROJECT NO.		2010-007-ENG	
PROJECT NAME		STEINHATCHEE ACRES	
DESIGNED BY		KRD	
DRAWN BY		BOB	
CHECKED BY		KRD	
APPROVED BY		BOCC	
DATE		12/10/13	
SCALE		1" = 40'	
TAYLOR COUNTY ENGINEERING DIVISION			
BOARD OF COUNTY COMMISSIONERS			
201 E. GREEN STREET PERRY, FL. 32347			
PH: (850) 838-3500 FAX: (850) 838-3501			
E-MAIL: county_engineer@taylorcountygov.com			
			
0' 1" VERIFY SCALE			
SEAL		58014	
KENNETH R. DUDLEY			
REVISION			
DATE			
FILE NAME		PP - 2	
PLOT DATE		12/10/2013 4:35 PM	




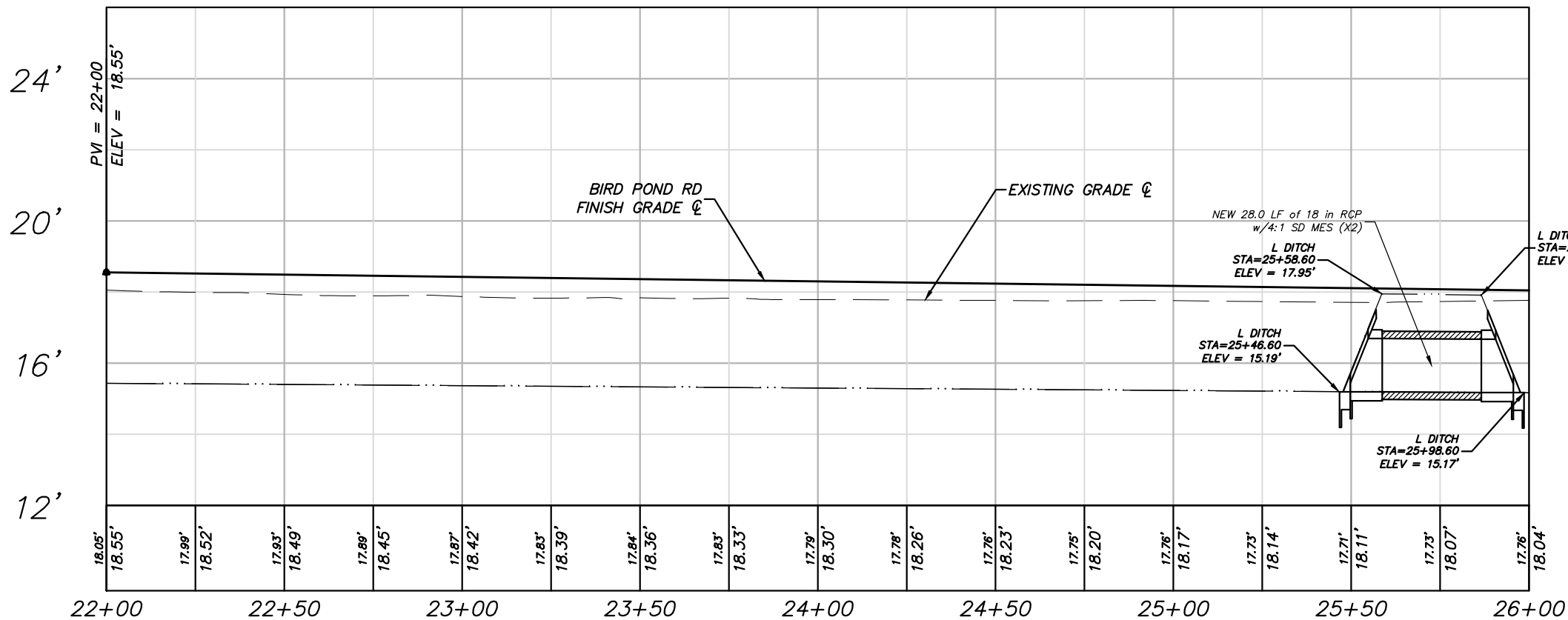
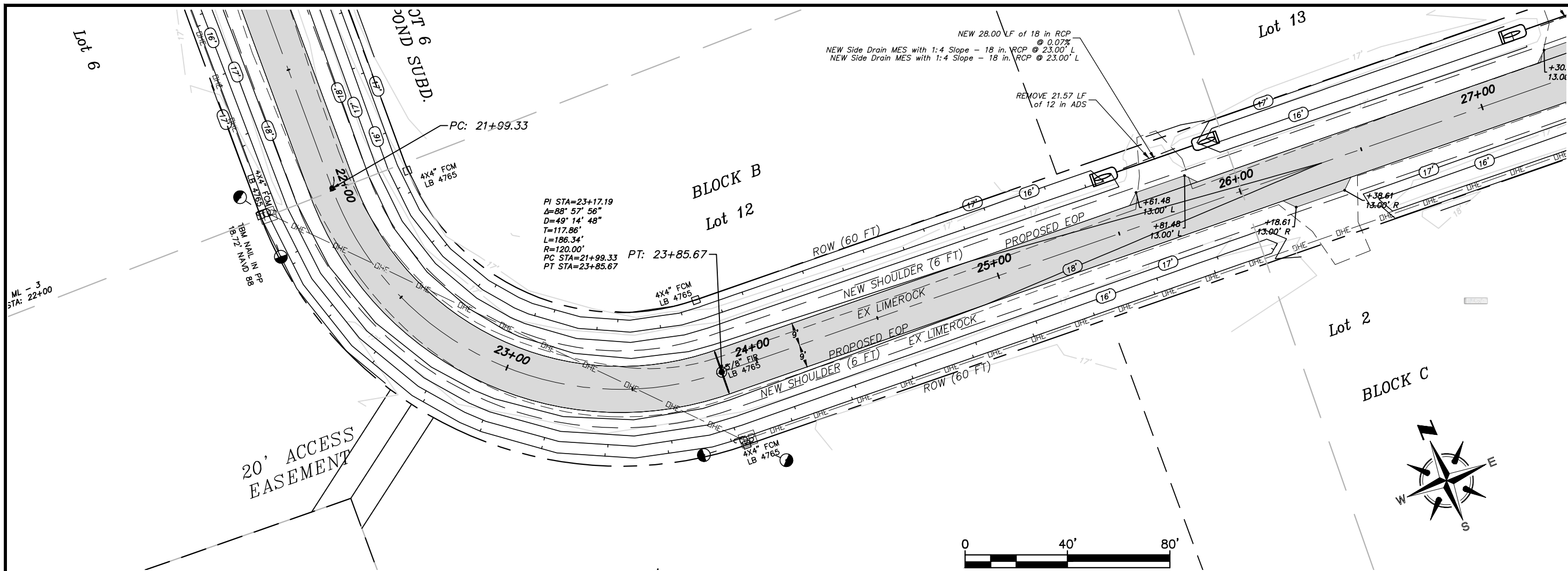
SCALE:
HOR: 1"=40'
VER: 1"=4'

DATE		REVISION		SEAL KENNETH R. DUDLEY		TAYLOR COUNTY ENGINEERING DIVISION BOARD OF COUNTY COMMISSIONERS 201 E. GREEN STREET PERRY, FL. 32347 PH: (850) 838-3500 FAX: (850) 838-3501 E-MAIL: county.engineer@taylorcountygov.com	0 1" = 40'	VERIFIED SCALE	DESIGNED BY KRD	PROJECT NAME STEINHATCHEE ACRES	PROJECT NO. 2010-007-ENG
DRAWN BY BOB		SHEET NO. 19									
CHECKED BY KRD											
DATE 12/10/13											
APPROVED BY BOCC											
FILE NAME PP - 2		PLOT DATE 12/10/2013 4:35 PM		58014							



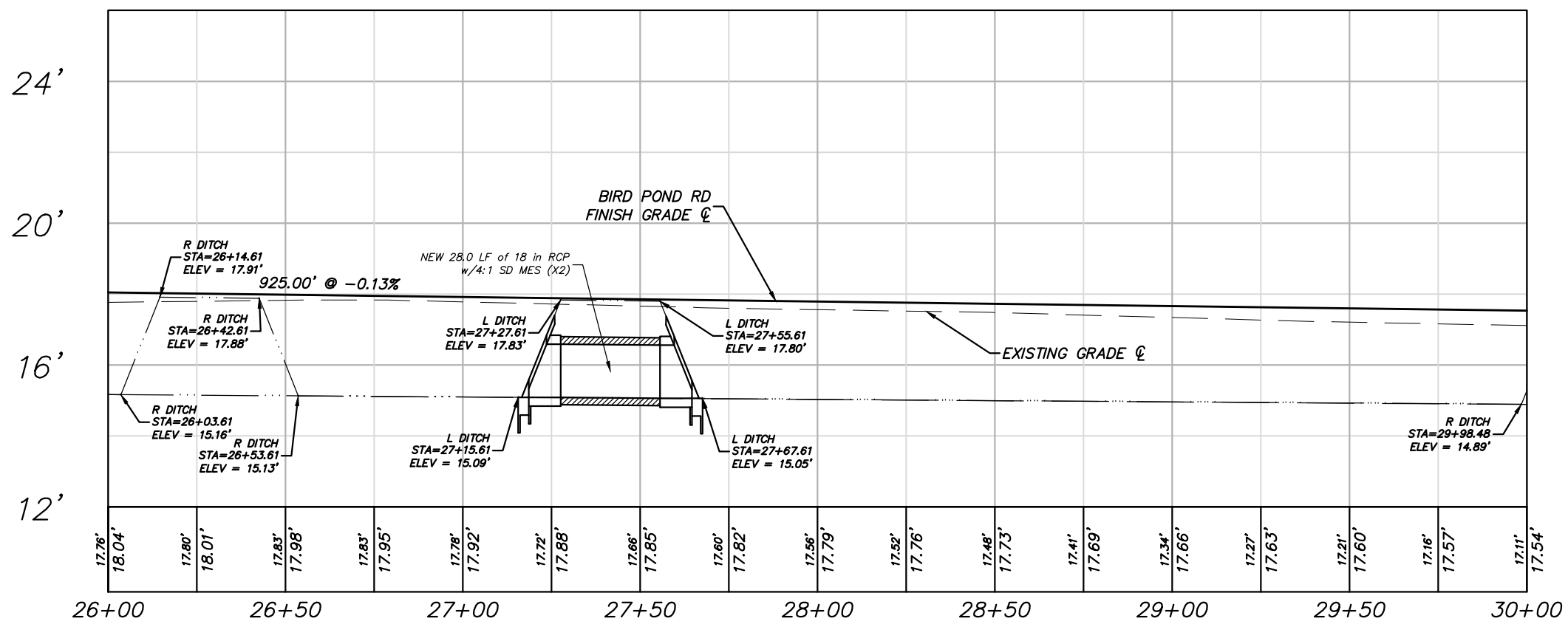
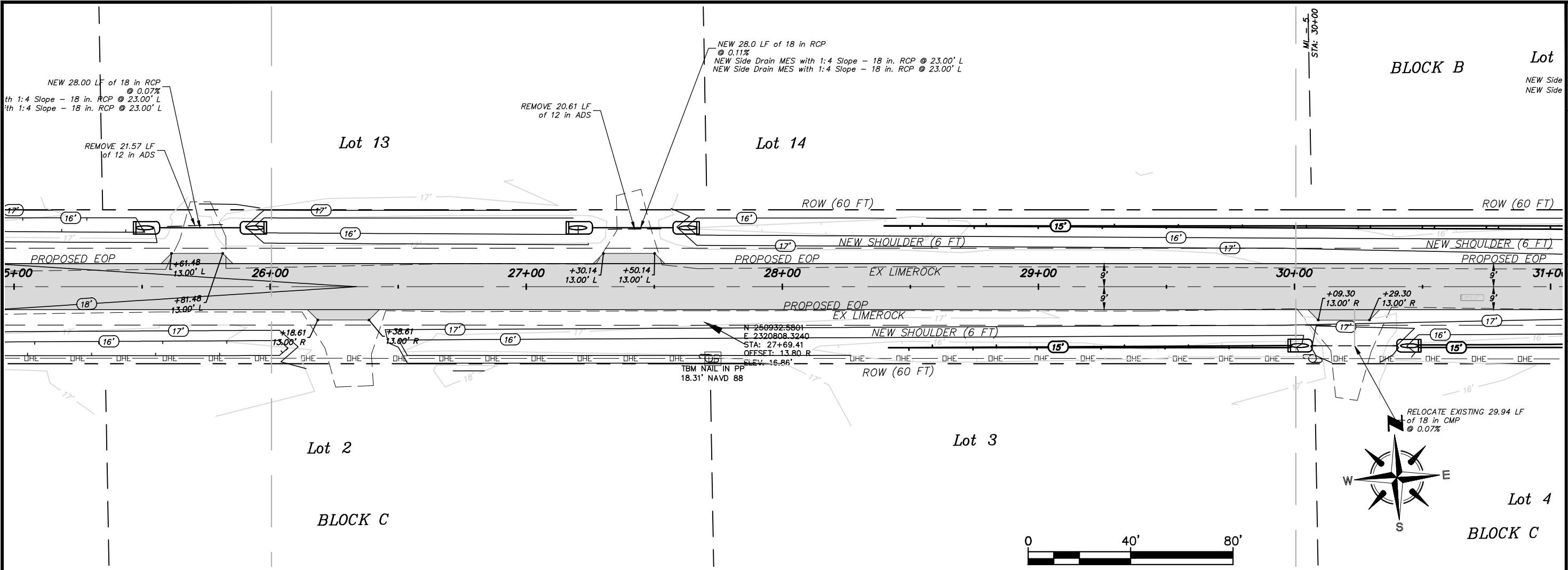
SCALE:
HOR: 1"=40'
VER: 1"=4'

DATE		REVISION		SEAL KENNETH R. DUDLEY	<div>TAYLOR COUNTY ENGINEERING DIVISION</div> <div>BOARD OF COUNTY COMMISSIONERS</div> <div>201 E. GREEN STREET, PERRY, FL. 32347</div> <div>PH: (850) 838-3500 FAX: (850) 838-3501</div> <div>E-MAIL: county.engineer@taylorcountygov.com</div> <div></div>	DESIGNED BY KRD	PROJECT NAME STEINHATCHEE ACRES		PROJECT NO. 2010-007-ENG	
							DRAWN BY BOB	SHEET TITLE		SHEET NO.
							CHECKED BY KRD	PLAN & PROFILE		20
							APPROVED BY BOCC	DATE 12/10/13	SCALE 1" = 40'	
							VERIFIED SCALE			
FILE NAME PP - 2		PLOT DATE 12/10/2013 4:35 PM		58014						



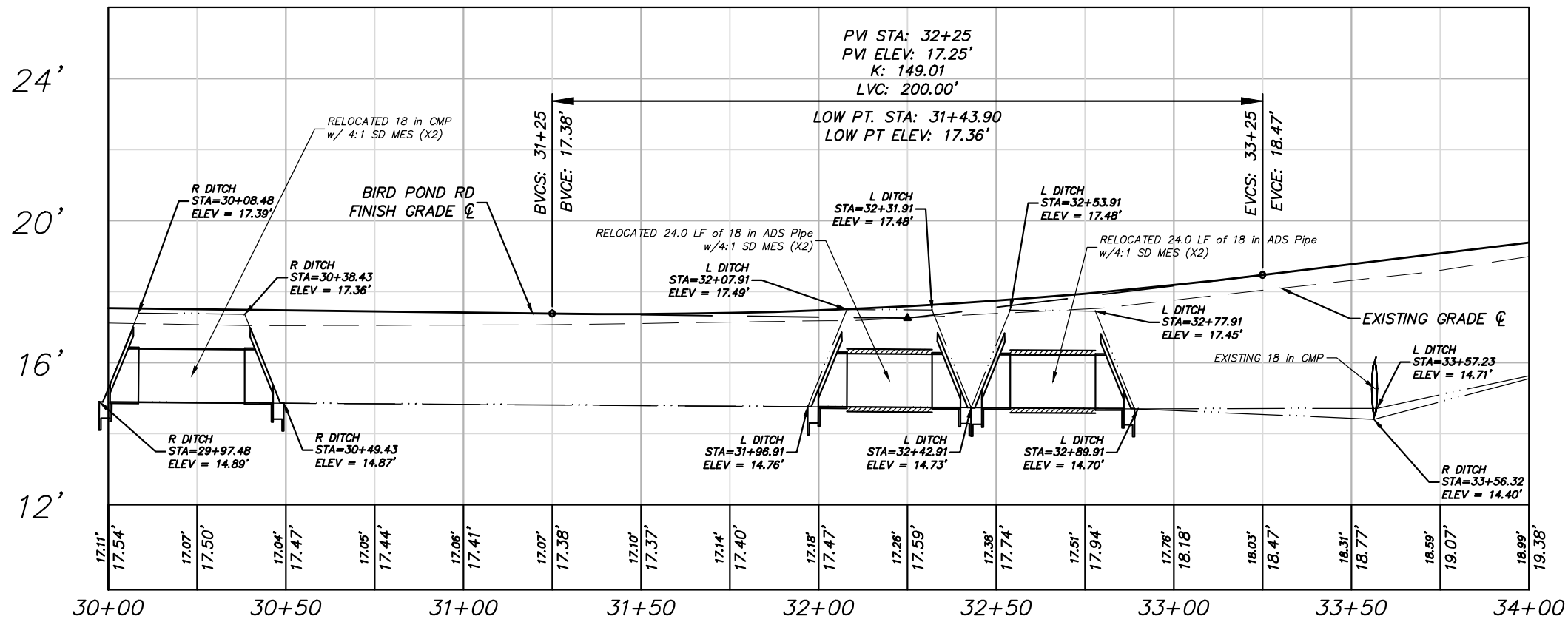
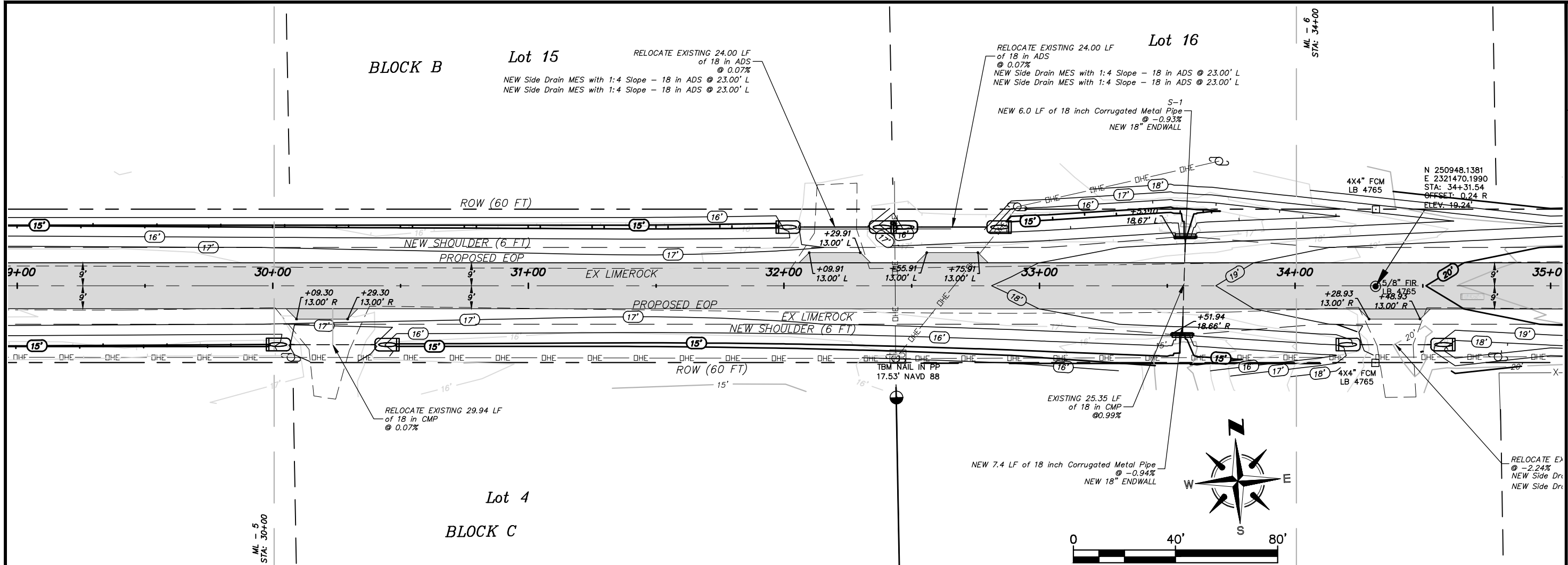
SCALE:
HOR: 1"=40'
VER: 1"=4'

DATE		REVISION		SPECIAL KENNETH R. DUDLEY	 TAYLOR COUNTY ENGINEERING DIVISION BOARD OF COUNTY COMMISSIONERS 201 E. GREEN STREET PERRY, FL. 32347 PH: (850) 838-3500 FAX: (850) 838-3501 E-MAIL: county.engineer@taylorcountygov.com	DESIGNED BY KRD	PROJECT NAME STEINHATCHEE ACRES	PROJECT NO. 2010-007-ENG				
									DRAWN BY BOB	SHEET TITLE ---	SHEET NO. 21	
									CHECKED BY KRD	PLAN & PROFILE		SCALE 1" = 40'
									APPROVED BY BOCC	DATE 12/10/13		
FILE NAME PP - 2		PLOT DATE 12/10/2013 4:35 PM		58014		SHEET 21 of 109						



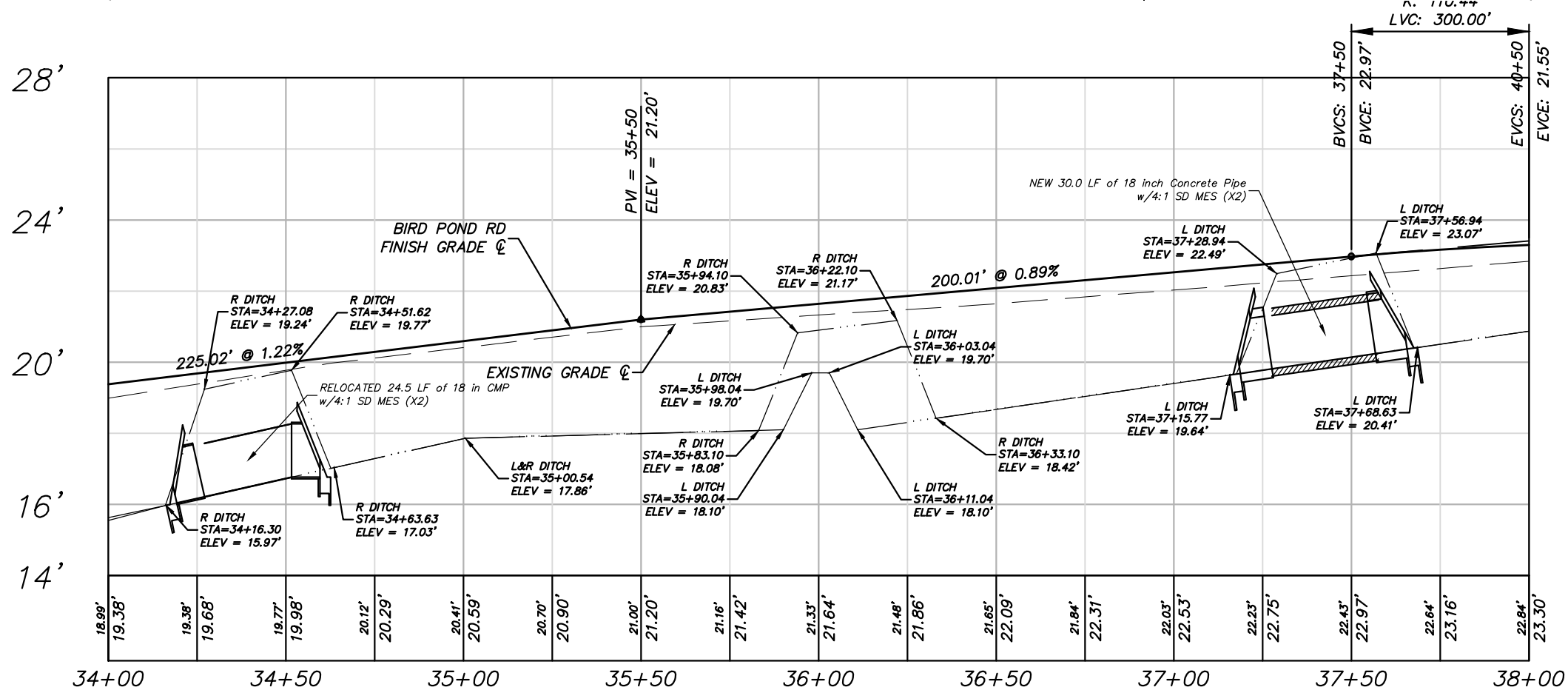
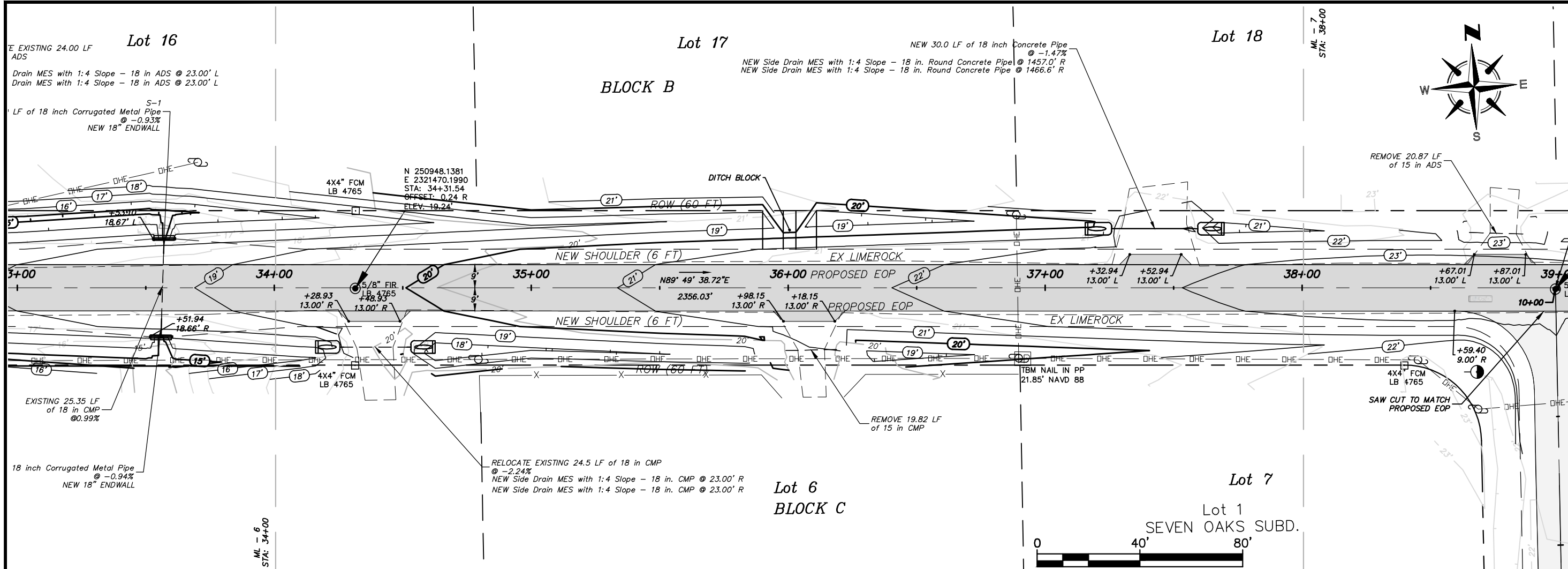
SCALE:
HOR: 1"=40'
VER: 1"=4'

PROJECT NO. 2010-007-ENG		SHEET NO. 22		SHEET 22 OF 109	
PROJECT NAME STEINHATCHEE ACRES		SHEET TITLE		PLAN & PROFILE	
DESIGNED BY KRD		DRAWN BY BOB		CHECKED BY KRD	
APPROVED BY BOCC		DATE 12/10/13		SCALE 1" = 40'	
TAYLOR COUNTY ENGINEERING DIVISION					
BOARD OF COUNTY COMMISSIONERS					
201 E. GREEN STREET PERRY, FL. 32347					
PH: (850) 838-3500 FAX: (850) 838-3501					
E-MAIL: county-engineer@taylorcountygov.com					
SEAL KENNETH R. DUDLEY					
DATE					
REVISION					
FILE NAME					
PP - 2					
PLOT DATE 12/10/2013 4:35 PM					
58014					



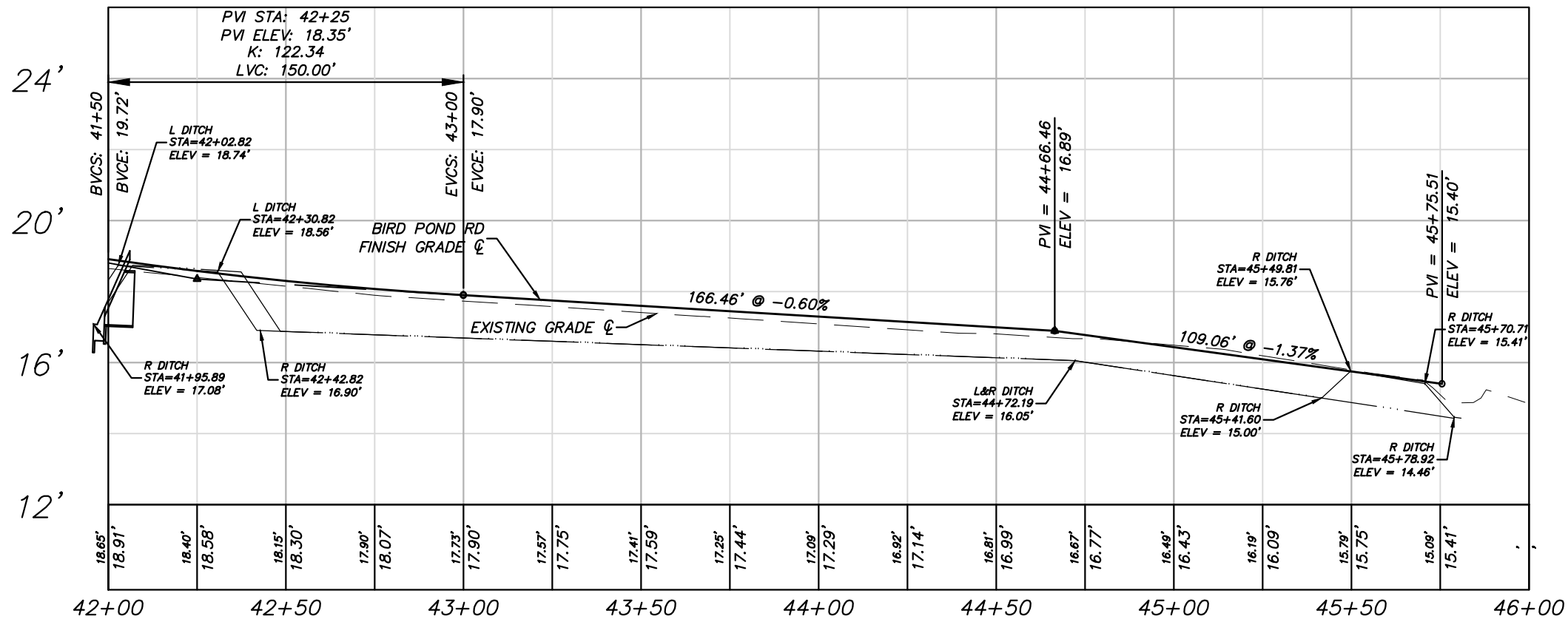
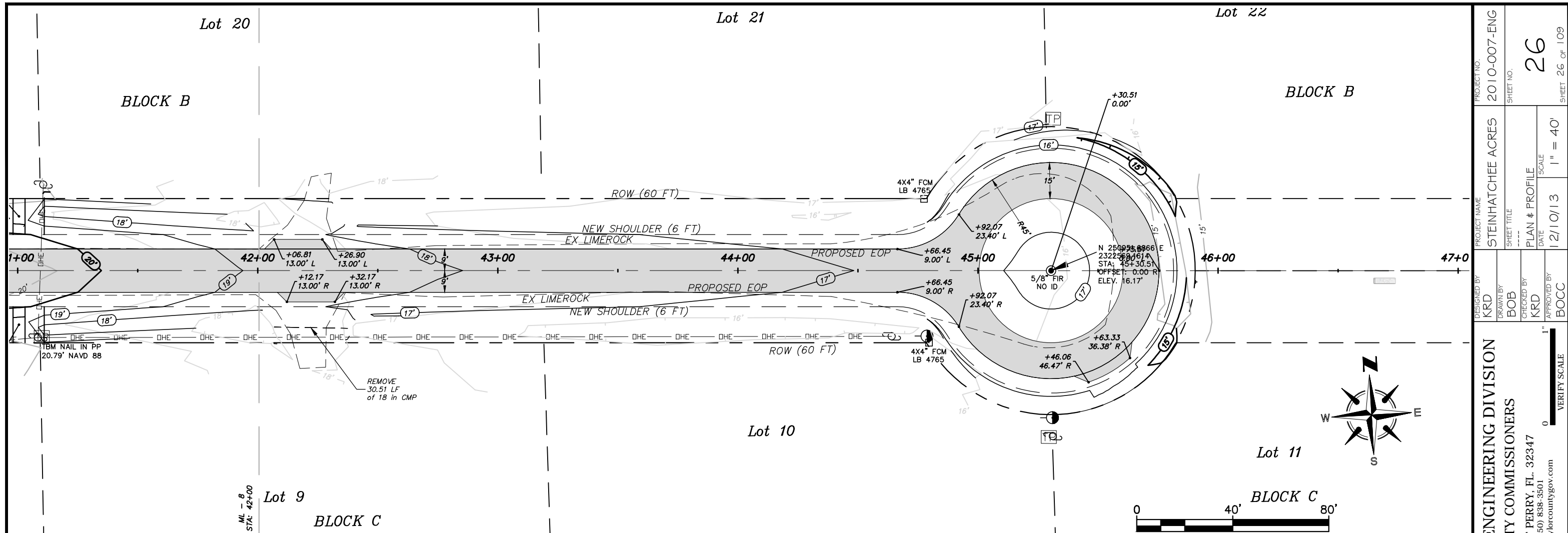
SCALE:
HOR: 1"=40'
VER: 1"=4'

TAYLOR COUNTY ENGINEERING DIVISION		DESIGNED BY KRD		PROJECT NAME STEINHATCHEE ACRES		PROJECT NO. 2010-007-ENG	
BOARD OF COUNTY COMMISSIONERS		DRAWN BY BOB		SHEET TITLE		SHEET NO.	
 201 E. GREEN STREET PERRY, FL. 32347 PH: (850) 838-3500 FAX: (850) 838-3501 E-MAIL: county.engineer@taylorcountygov.com		CHECKED BY KRD		PLAN & PROFILE		23	
		APPROVED BY BOCC		DATE 12/10/13		SCALE 1" = 40'	
		0 _____ 1" _____ VERIFY SCALE					
KENNETH R. DUDLEY SEAL		58014					
DATE		REVISION		FILE NAME		PLOT DATE	
				PP - 2		12/10/2013 4:35 PM	



SCALE:
HOR: 1"=40'
VER: 1"=4'

PROJECT NO. 2010-007-ENG		SHEET NO. 24		SHEET 24 OF 109	
PROJECT NAME STEINHATCHEE ACRES		DRAWN BY BOB		CHECKED BY KRD	
DESIGNED BY KRD		DATE 12/10/13		APPROVED BY BOCC	
TAYLOR COUNTY ENGINEERING DIVISION		BOARD OF COUNTY COMMISSIONERS		201 E. GREEN STREET PERRY, FL. 32347	
KENNETH R. DUDLEY		PH: (850) 838-3500		FAX: (850) 838-3501	
E-MAIL: county.engineer@taylorcounty.gov		E-MAIL: county.engineer@taylorcounty.gov		E-MAIL: county.engineer@taylorcounty.gov	
REVISION		FILE NAME		PLOT DATE	
PP - 2		PP - 2		12/10/2013 4:36 PM	




SCALE:
HOR: 1"=40'
VER: 1"=4'

KENNETH R. DUDLEY		TAYLOR COUNTY ENGINEERING DIVISION		KRD	STEINHATCHEE ACRES		2010-007-ENG
58014		BOARD OF COUNTY COMMISSIONERS		DRAWN BY BOB	SHEET TITLE		SHEET NO.
		201 E. GREEN STREET PERRY, FL. 32347		CHECKED BY KRD	PLAN & PROFILE		26
		PH: (850) 838-3500 FAX: (850) 838-3501		APPROVED BY BOCC	DATE 12/10/13		SCALE 1" = 40'
		E-MAIL: county-engineer@taylorcountygov.com		0		1" = 40'	
				VERIFY SCALE			

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE: 	BOARD TO CONSIDER APPROVAL TO ADVERTISE PROPOSED REQUEST FOR PROPOSALS FOR THE TAYLOR COUNTY CLOSED LANDFILL MOWING AND FERTILIZING SERVICES.
MEETING DATE REQUESTED:	December 17, 2013

Statement of Issue:

As part of its long-term care requirements for the Taylor County Closed Landfill, the Board of County Commissioners periodically enters into a contract for mowing and fertilizing the maintained areas of the landfill site. This maintenance activity ensures that a healthy vegetative protective cover will be available during the 20-year oversight term due to expire in April 2016.

Recommended Action:

The Board should approve advertisement of the proposed Request for Proposals for the Taylor County Closed Landfill Mowing and Fertilizing Services.

Fiscal Impact: FISCAL YR 2013/14 - \$9,000.00

Submitted By: ENGINEERING DIVISION **Contact(s):** COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The FDEP issued Permit Number 0013295-003-SF that requires continuous monitoring and maintenance of the Taylor County Closed Landfill for a twenty (20)-year long-term care period that began on April 11, 1996. As part of the maintenance requirement, Taylor County has maintained contracts to mow and fertilize the collection and monitoring areas of the landfill property. The current contract expired September, 2013.

Staff has prepared the attached request for proposals (RFP) to solicit up to a three-year proposal to mow and fertilize the areas of the landfill property required to be maintained. The term of the proposed contract is a two-year original term with a single year renewal provision. Under the terms of the contract, the Landfill will be mowed on May 1, July 1, August 15 and September 15 of a given year. Fertilizing will occur during May and September mowing cycles.

Staff recommends that the Board approve the proposed Request for Proposals for the Taylor County Closed Landfill Mowing and Fertilizing Services.

Options:

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

Attachments:

Proposed Request for Proposal package

BID DOCUMENTS

Taylor County Landfill Mowing and Fertilizing

**Taylor County, Florida
2013-005-ENG**

December 2013

Prepared for:

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

Prepared by:

**Taylor County Engineering Division
201 East Green St.
Perry, Florida 32347
(850) 838-3500**

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

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed proposals for **Taylor County Closed Landfill Mowing and Fertilizing** services.

Qualified firms or individuals desiring to provide the required products or services must submit **five (5)** packages in a sealed envelope or similar package marked "**Sealed Proposal for Taylor County Closed Landfill Mowing and Fertilizing**" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida, to arrive no later than **4:00 P.M.**, local time, on **January 31, 2014**. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at **5:XX P.M.** local time, or as soon thereafter as practical, on **February 3, 2014**, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

RFP information may be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, (850) 838-3506 or downloaded on-line at <http://www.taylorcountygov.com/bids/index.html>.

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

Additional information may be obtained from:

Engineering Division
201 East Green Street
Perry, FL 32347
(850) 838-3500

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

INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

ARTICLE 1 - DEFINED TERMS.....	1
ARTICLE 2 - COPIES OF BIDDING DOCUMENTS.....	1
ARTICLE 3 - QUALIFICATIONS OF BIDDERS	2
ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE	2
ARTICLE 5 - PRE-BID CONFERENCE	3
ARTICLE 6 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS	3
ARTICLE 7 - PREPARATION OF BID	3
ARTICLE 8 - BASIS OF BID; COMPARISON OF BIDS	4
ARTICLE 9 - SUBMITTAL OF BID	4
ARTICLE 10 - MODIFICATION AND WITHDRAWAL OF BID.....	5
ARTICLE 11 - OPENING OF BIDS AND ACCEPTANCE	5
ARTICLE 12 – EVALUATION OF BIDS AND AWARD OF CONTRACT	6
ARTICLE 13 - INSURANCE	6
ARTICLE 14 - SIGNING OF AGREEMENT	7
ARTICLE 15 - CONTRACTS TO BE ASSIGNED	7

ARTICLE 1 - DEFINED TERMS

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

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

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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

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

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

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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

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

[B. Proposed Subcontractor's Valid Business/Contractor Licensing/Registration Information]

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 – PRE-BID CONFERENCE

5.01 A pre-Bid conference will not be held for this project. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising during the advertisement period. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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

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

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

6.04 The Successful Bidder shall not award work to Subcontractor(s) in excess of the limits stated.

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

ARTICLE 7 - PREPARATION OF BID

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 - BASIS OF BID; COMPARISON OF BIDS

8.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

ARTICLE 9 - SUBMITTAL OF BID

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

- [A. Certificates of Liability Insurance or Agency Statement]

- [B. Declaration Page from Workers' Compensation Insurance or Exemption Certificate issued by the State]
- [C. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)]
- [D. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a)]
- [E. Non-Collusion Affidavit]
- [F. Valid Business/Contractor Licensing/Registration Information]
- [G. Proposed Subcontractor's Valid Business/Contractor Licensing/Registration Information]

9.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security (when required) and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "**Taylor County Closed Landfill Mowing And Fertilizing.**" Hand deliveries and mailed Bids shall be addressed to Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347. Bids submitted by Overnight delivery shall also be delivered to the physical address of the Clerk of Court: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.

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

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

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

ARTICLE 10 - MODIFICATION AND WITHDRAWAL OF BID

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

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

ARTICLE 11 - OPENING OF BIDS AND ACCEPTANCE

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

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

ARTICLE 12 – EVALUATION OF BIDS AND AWARD OF CONTRACT

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

12.02 Owner, in its sole and absolute discretion, also reserves the right to assign a local business preference in an amount of five (5) percent of the bid price pursuant to Taylor County ordinance No. 2003-12.

12.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

12.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

12.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

12.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

12.07 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 13 - INSURANCE

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

1. Workers' Compensation, and related coverages:

a. State

Statutory

b. Applicable Federal (e.g., Longshoreman's)

Statutory

- | | | |
|----|---|--------------------|
| c. | <i>Employer's Liability</i> | <i>\$100,000</i> |
| | | |
| 2. | <i>General Liability 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:</i> | |
| a. | <i>General Aggregate</i> | <i>\$1,000,000</i> |
| b. | <i>Products – Completed Operations Aggregate</i> | <i>\$1,000,000</i> |
| c. | <i>Personal and Advertising Injury</i> | <i>\$1,000,000</i> |
| d. | <i>Each Occurrence (Bodily Injury and Property Damage)</i> | <i>\$1,000,000</i> |
| e. | <i>Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.</i> | |
| f. | <i>Excess or Umbrella Liability</i> | |
| | 1) <i>General Aggregate</i> | <i>\$1,000,000</i> |
| | 2) <i>Each Occurrence</i> | <i>\$1,000,000</i> |
| | | |
| 3. | <i>Automobile Liability:</i> | |
| 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. | <i>The Contractual Liability coverage shall provide coverage for not less than the following amounts:</i> | |
| 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> |

ARTICLE 14 - SIGNING OF AGREEMENT

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

ARTICLE 15 - CONTRACTS TO BE ASSIGNED

15.01 Owner as “buyer” will execute a contract with the successful Bidder as “seller” for the procurement of goods and/or special services for **Taylor County Closed Landfill Mowing And Fertilizing**. The materials and equipment provided for in the procurement contract are to be furnished and delivered to the Site [or other location] for installation by Contractor. The said procurement contract will be assigned by Owner to Contractor as set forth in the Agreement. Contractor will accept the assignment and assume responsibility for the “seller”, who will become a Subcontractor to Contractor.

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

TECHNICAL SPECIFICATIONS

I. SUMMARY

The work shall consist of furnishing all labor and equipment required to cut and fertilize designated areas at the Taylor County Closed Landfill. These areas include the three closed landfill cells in their entirety (Class I/III, Liquid, and Asbestos), and water retention areas. Additionally, the access road ditch lines, shoulders, and black slopes, and water retention basins shall also be mowed and fertilized to the limits indicated.

II. GENERAL CONDITIONS

1. The Bidder must make a personal inspection of the entire site prior to the submittal of his/her bid to verify dimensions and conditions. The Taylor County Engineering Division will be available to visit the site with any, and all, bidders upon request. Please call (850) 838-3500, Ext. 104 to arrange an appointment for a site visit. Failure to inspect site will not serve as just cause for changes due to unknown conditions.
2. The Bidder's proposal shall include the total cost of all necessary labor, materials and equipment required to accomplish this project, within the time specified and at the price stated in the bid proposal. Omission of any excluded cost will not serve as justification for a future change order request.
3. All requests for payment shall be reviewed for approval upon receipt of an original invoice on company letterhead. Faxed invoices will not be accepted. All work must be inspected for satisfactory completion prior to processing requests for payment. Any work or portion of the work found to be unsatisfactory and not meeting the terms of the agreement will be noted for correction within 10 days of the date the work was due to be completed. Work found to be unsatisfactory more than once per cycle may serve as grounds for termination of the agreement.
4. The Taylor County Finance Department will only process invoices two (2) times per month. Invoices must be submitted to Finance on or before the Monday of the week prior to the upcoming Board of County Commissioners meetings.
5. An Application for Payment with Engineer's recommendations will be presented to the County for consideration at one of the bi-monthly meetings. If the County finds the Application for Payment acceptable, the recommended amount less any reduction determined necessary by the Board will become due thirty days after the Application for Payment is presented to the County, and the County will make payment to the Contractor.
6. The Bidder's proposal 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.
7. 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.
8. The authorized representative shall be given no less than 48 hours prior notice of the actual starting time and date of each mowing/trimming operation and fertilizing.
9. The following individuals, in the listed order, will be the responsible agent(s) for the County:

Jack R. Brown, County Administrator
Kenneth Dudley, County Engineer
Brent Burford, Engineer

10. The Contract awarded as a result of this solicitation shall run from October 1, 2010, through September 30, 2012.

III. PROJECT SPECIFICATIONS

1. The work shall consist of furnishing all labor, equipment and supplies required to cut and fertilize all grassed areas depicted on the attached drawing, including the three closed landfill cells, (Class I/III, Liquid, and Asbestos), as shown including tops of the cells, slopes of cells, and storm water retention areas. Additionally, the access road ditch lines, shoulders, and black slopes, and storm water retention basins shall be mowed and fertilized to the designated limits. (See attached drawing.)
2. The tops of the cells contain a liner below the surfaces. Therefore, the Contractor must not use any equipment that will damage the finished grade of the tops of these cells. Any damage caused to the cells, gas vents, or the liners under the surface of the tops of the cells will be repaired at the Contractor's expense.
3. No open fire or smoking will be allowed on or around the cells containing the gas vents.
4. The Contractor shall use caution when mowing or fertilizing so as not to damage any areas due to excessive ground wetness and/or standing water. Contractor shall notify the Engineering Division when such conditions exist such that the work may be rescheduled. No additional cost will be allowed for rescheduling.
5. All mowed areas shall be completed to a cut height of no greater than 4 inches. The estimated area to be mowed/trimmed is 22.89 acres.
6. The Contractor shall use a plastic-string weed-eater when trimming along the filter-point mats in the storm water swales and around all gas vents on the tops of the Class I/III and Liquid cells to protect the structures from damage by mowing equipment used during the grass cutting. To avoid potential damage, Contractor shall maintain a 24" riding equipment/tractor clear zone around each gas vent.
7. The Contractor shall use a broadcast spreader to distribute a 10-10-10 (Nitrogen-Phosphorous-Potassium) pellet fertilizer at a rate of 250 lb/acre with May mowing cycle and a 5-10-15 pellet fertilizer at a rate of 200 lb/acre with September mowing cycle. Contractor shall submit proposed fertilizer for approval prior to application and must provide product purchase information (sales receipt indicating amount and type of fertilizer purchased) and one package label to the Engineering Division after completing each cycle as proof of material and usage. Non-homogenous fertilizer is acceptable.
8. Non-grassed retention pond bottoms, concrete filter point mats and limerock roadways shall not be included in the fertilizing operation. All other areas shall be fertilized at the specified rates. The estimated area to be fertilized is 21.61 acres.
9. The Contractor shall mow and trim the entire designated area within 10 days of the dates listed below:

Year 1:	May 1, July 1, August 15, and September 15, 2014
Year 2:	May 1, July 1, August 15, and September 15, 2015
Year 3:	May 1, July 1, August 15, and September 15, 2016; if renewed

However, the County reserves the right to increase the number of cutting cycles to as many as six (6) per year. Any additional cuttings will be as directed, in writing, by the County.

IV. JOB SITE CONDITIONS

1. Contractor shall be responsible for cleaning and removing any trash left by the Contractor at the job site at the conclusion of each mowing/fertilizing cycle and upon request of a County representative based on accumulated debris. Contractor is responsible for a clean job-site upon completion.

BID FORM

Taylor County Closed Landfill Mowing And Fertilizing

2013-005-ENG

TABLE OF ARTICLES

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

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.

Addendum Date

- 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 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.
- E. 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.
- F. 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.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

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

ARTICLE 5 – BASIS OF BID

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

MOWING / TRIMMING

Item	Description	Quantity (Acre)	Unit Price	Bid Amount
1	Cycle 1 Mowing/Trimming (May 1)	22.89	\$_____	\$_____
2	Cycle 2 Mowing/Trimming (July 1)	22.89	\$_____	\$_____
3	Cycle 3 Mowing/Trimming (August 15)	22.89	\$_____	\$_____
4	Cycle 4 Mowing/Trimming (September 15)	22.89	\$_____	\$_____
5	Total Annual Cost			\$_____
6	Extra Cycle – Mowing/Trimming	22.89	\$_____	\$_____

FERTILIZING

Item	Description	Quantity (Acre)	Unit Price	Bid Amount
1	Cycle 1 Fertilizing (May 1 w/ 10-10-10)	21.61	\$_____	\$_____
2	Cycle 2 Fertilizing (September 15 w/ 5-10-15)	21.61	\$_____	\$_____
3	Total Annual Cost			\$_____

EXTRA CYCLE MOWING/TRIMMING: Owner reserves the right to request up to two (2) additional mowing and trimming cycles during the term of the contract due to excessive grass and/or weed growth. Provide cost for completing each extra cycle in the designated space above.

Bidder acknowledges that payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

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 on or before the dates specified 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.
- 6.03** Bidder accepts that the Term of this project will be from October 1, 2010, through September 30, 2012. This project will allow for a one-year renewal based on Contractor performance and project administration and available funding. Such renewal will be at the discretion of the County.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Certificate of Liability Insurance or Agency Statement
- B. Declaration Page form Workers' Compensation Insurance or Exemption Issued by the State of Florida
- C. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)

- D. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
- E. Affidavit of Non-Collusion
- F. Valid Business/Contractor Licensing/Registration Information
- G. Proposed Subcontractor's Valid Business/Contractor Licensing/Registration Information
- H. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed work, Value of work, % of total)
- I. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
- J. List of Project References

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. Any remaining terms not identified will have the have the meanings stated in the General Conditions; *EJCDC C-700 Standard General Conditions of the Construction Contract*.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

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

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

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

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

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

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. (If applicable)

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

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

*Taylor County Closed Landfill Mowing and Fertilizing
Taylor County, Florida*

Taylor County Closed Landfill Mowing and Fertilizing Contract: The intent of this contract is to secure all labor and equipment required to mow and fertilize designated areas at the Taylor County Closed Landfill. These areas include the three closed landfill cells in their entirety (Class I/III, Liquid, and Asbestos) and the associated stormwater retention facilities. Additionally, the access road-side swales, shoulders and back slopes shall be mowed and fertilized to the designated limits.

1. I hereby agree to indemnify, hold harmless and defend Taylor County, Florida from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, attorney fee, settlement or judgment as a result of my being injured while performing the above project. I will not allow anyone to subcontract and no other person will be allowed on the job site.

2. I also hereby indemnify, hold harmless and release Taylor County, from any liability, claim, demand, action, cause of action, suit, loss, damage, expense, cost, settlement or judgment for any medical, dental, orthopedic, surgery or any expense as a result of any injury on said project.

3. I hereby release Taylor County from liability of whatever kind of nature as a result of any injury on the above project.

4. I hereby agree that venue of any litigation, as a result of this Hold Harmless Release and Indemnity Agreement shall be exclusively in Taylor County, Florida and the laws of the State of Florida shall govern.

5. I hereby agree that I have relied on the legal advice of my attorney and that I fully understand this agreement and I have voluntarily executed same.

DONE AND EXECUTED this ____ day of _____, 20__

WITNESS:

STATE OF _____
COUNTY OF _____

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

Witness my hand and official seal this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

Accepted by Taylor County, Florida this ____ day of _____, 20__

By _____.

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

Whose business address is _____
_____ and

(if applicable) its Federal Employer Identification Number (FEIN) is _____,
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: _____.)

3. My name is _____ and my relationship to the entity
name above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime: or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

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

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

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

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

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

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

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

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

of _____, _____.

NOTARY PUBLIC

My commission expires: _____

NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

_____ being first duly sworn, deposes and says that:

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

_____	By: _____
Witness	Signature
_____	_____
Witness	Print Name and Title

STATE OF _____, COUNTY OF _____)

On this the _____ day of _____, 20 _____, before me, the undersigned Notary Public of the State of _____, personally appeared (Name(s) of individual(s) who appeared before notary) _____ and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal. _____
Notary Public

NOTARY PUBLIC:

SEAL OF OFFICE:

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

_____ Personally known to me, or	_____ Did take an oath, or
_____ Personal identification:	_____ Did Not take an oath.

Type of Identification Produced

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
(STIPULATED PRICE)**

THIS AGREEMENT is by and between Taylor County Board of County Commisisoners

(Owner) and _____

(Contractor).

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

ARTICLE 1 - WORK

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

The intent of this contract is to secure all labor and equipment required to mow and fertilize designated areas at the Taylor County Closed Landfill. These areas include the three closed landfill cells in their entirety (Class I/III, Liquid, and Asbestos) and the associated stormwater retention facilities. Additionally, the access road-side swales, shoulders and back slopes shall be mowed and fertilized to the designated limits.

ARTICLE 2 - THE PROJECT

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

This project is to be bid as a lump sum project, with per cycle mowing and fertilizing items priced seperately as specified on the Bid Proposal.

ARTICLE 3 – ENGINEER/PROJECT ADMINISTRATION

3.01 The Project has been designed by:

Taylor County Engineering Division
201 East Green St.
Perry, FL 32347
Phone: 850.838.3500 Fax: 850.838.3501

3.02 The Project will be administered by:

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

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

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 shall be ready for final payment within 10 days of the days specified within the contract documents.

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 time(s) 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 \$~~100.00~~ 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 The Term of this project will be from October 1, 2010, through September 30, 2012. A one-year renewal provision may be available based on Contractor performance and project administration and available funding. Such renewal will be at the discretion of the County.

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 (excluding extra mowing cycles) of:

		(\$ _____)
(words)		(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of EJCDC C-700, 2002 Edition.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of EJCDC C-700, 2002 Edition. 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 (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.

6.03 Final Payment

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due shall bear interest at the rate of One percent (1%) 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 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.

E. 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.

F. 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).
3. General Conditions.
4. Scope of Work.
6. Drawings consisting of 1 sheet(s) with each sheet bearing the following general title: Taylor County Closed Landfill Mowing And Fertilizing [or] the Drawings listed on attached sheet index.
7. Addenda (numbers to , inclusive).

8. Exhibits to this Agreement (enumerated as follows):

- a. Contractor's Bid (pages ___ to ___, inclusive).
- b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
- c. .

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).1

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 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.

E. The Requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized by a Field Order, Engineer's approval of a Shop Drawing or Sample or a written clarification or interpretation.

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 Termination

A. Either party, upon thirty (30) days written notice hereunder, may terminate services under this Contract in the event of substantial failure by the other party. In the event of any termination, the Contractor shall be paid for services performed prior to such date of the notice of termination. Notwithstanding anything herein to the Contract, either party shall have the right and without cause to terminate this Contract by giving the other party sixty (60) days notice of such termination. Upon such termination, the Contractor shall be paid for all services performed prior to the date of such termination.

10.06 Other Provisions

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

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

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

OWNER:

Taylor County Board of County Commissioners

By: Jack R. Brown

Title: County Administrator

[COUNTY SEAL]

Attest: Annie Mae Murphy

Title: Taylor County Clerk of Court

Address for giving notices:

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

OR

P.O. Box 620, Perry, FL 32348

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

CONTRACTOR:

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

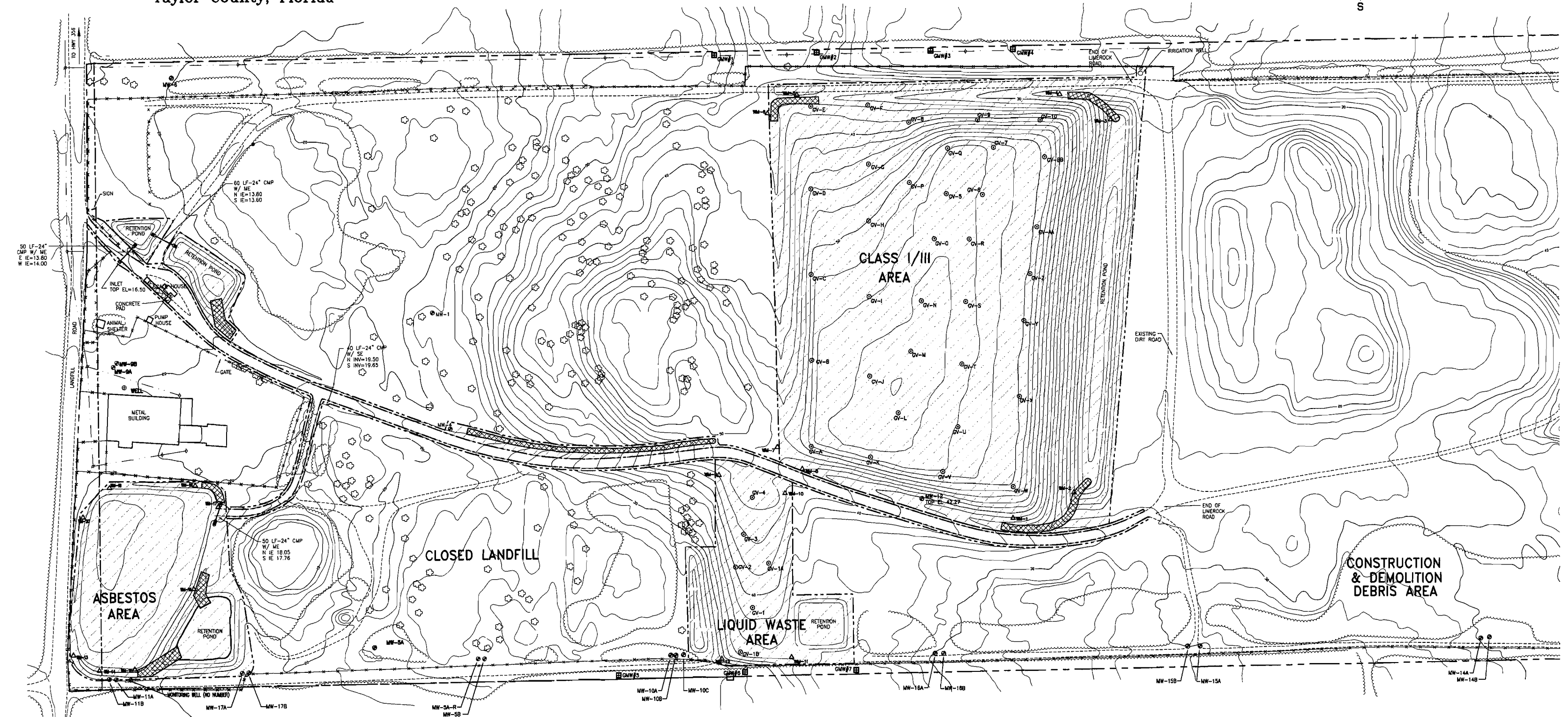
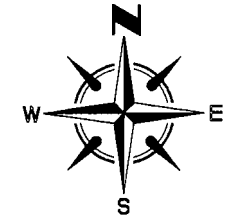
License No.: _____

(Where applicable)

Agent for service or process: _____

























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

**Township 5 South, Range 6 East
Taylor County, Florida**



1: SWMF =	0.60 ACRES
2. ROAD SIDES =	0.97 ACRES
3. ASBESTOS ARES =	3.26 ACRES
4. LIQUID CELL =	2.35 ACRES
5. CLASS 1/III CELL =	15.72 ACRES
TOTAL	22.89 ACRES

LEGEND

- | | | | | | |
|---|---------------------------------------|---|--------------------------------|---|-----------------------|
|  | EXISTING CONTOUR |  | SPOT ELEVATION |  | MITERED ENDWALL (ME) |
|  | EXISTING GROUND WATER MONITORING WELL |  | APPROXIMATE EXISTING TREE LINE | | STRAIGHT ENDWALL (SE) |
|  | GAS MONITORING WELL |  | HORIZONTAL CONTROL POINT |  | HIGH POINT |
|  | EXISTING FENCE |  | RP - RETENTION POINT |  | GAS VENT TRENCH |
|  | PROPERTY LINE |  | PC - FINAL COVER |  | EXISTING ROAD |
|  | LIMITS OF FINAL COVER |  | FPM - FILTER POINT MAT |  | POWER POLES |
|  | FILTER POINT MAT |  | GEO - GEOMEMBRANE |  | OVERHEAD POWERLINE |
| | |  | EXISTING GAS VENT | | |
| | |  | CONCRETE MONUMENT | | |
| | |  | WASTE MARKERS | | |
| | |  | CATCH INLET | | |

SCALE 1" = 200'

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve proposed SHIP recipients for the rehabilitation or demolition and reconstruction of their homes through the SHIP program.

MEETING DATE REQUESTED:

December 17, 2013

Statement of Issue: Board to approve the below listed individuals who are qualified and their homes are eligible to receive rehabilitation or demolition and reconstruction assistance through the SHIP Program.

REHABILITATION

Sharon Monroe 101 Joann Street, Perry, FL
Norma Wells 305 First Street, Perry, FL
Stanley and Tammy Smith 904 W. Wilcox, Perry, FL
Barbara Gent 117 E. Pace Drive, Perry, FL

DEMOLITION & NEW CONSTRUCTION

Michelle (Tiki) Freeman 1146 N. Miller Road, Perry, FL
Merdine Mathis 801 E. Quail Street, Perry, FL ***

*** The Mathis project will not be advertised for bids until the bids have been received for the other projects and the results of the CDBG grant the County applied for have been received to ensure sufficient funds are available.

If the projects are approved, the Invitation to Bid will be advertised in January 2014 with bids to be received in February 2014.

Recommended Action: Approve proposed SHIP recipients.

Fiscal Impact: Not applicable. The projects are 100% funded through the SHIP Program.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The proposed recipients and their homes have been qualified for rehabilitation or demolition and reconstruction assistance through the SHIP Program. The proposed recipients have been on the SHIP rehabilitation waiting list since August 16, 2011. No new applications have been accepted since that time due to lack of funding. Funding was received in the amount of \$350,000 FY 2013-2014. The BOCC has set aside \$125,000 of these funds as a match for the upcoming Community Development Block Grant (CDBG) funding cycle requesting funding assistance in the amount of \$750,000 to be used for housing rehabilitation to qualified homeowners outside the city limits of Perry.

Meridian Community Services and County Grants has spoke with Merdine Mathis and she understands the demolition and reconstruction of her home is contingent on funds being available. Her application was received in August 2011 after the other proposed applicants. Florida Housing Finance Corporation has lifted the restriction on demolition and new construction on rehabilitation projects, HOWEVER THE RESTRICTION HAS NOT BEEN LIFTED ON First Time Home Buyers Down Payment Assistance (DPA). Homebuyers who are purchasing a home through SHIP DPA funds must purchase a home constructed prior to 2010.

Attachments: Proposed recipient Work Write-Up Bid Forms

**TAYLOR COUNTY
HOUSING REHABILITATION PROGRAM
WORK WRITE-UP/BID FORM**

Owner: Sharon Monroe

Address: 101 Joann St. – Perry

Mailing Address: Same

Phone #: 850-584-5442 or 850-843-1833

Parcel # 05160-000

Date: 11/15/2013

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below.

Item #	System	Description of Work	Location	Price
001	Plumbing	Replace kitchen sink and fixtures.	Kitchen	
002	Electrical and Appliances	Install smoke detectors in hallway and each bedroom, hardwired in sequence with battery backup. Install carbon monoxide detectors as required by code. Install GFIC protected receptacles in kitchen and bathroom. Replace refrigerator with Energy Star rated minimum 18 Cu. Ft. Frost free model with icemaker. Replace electric range and vented range hood.	Various	
003	HVAC	Inspect and repair ductwork as needed.	Attic	
004	Windows	Replace 5 windows with windows and screens that match existing.	Front and W. side	
005	Door	Replace garage door with new garage door including electric door opener w/2 remotes. Include electrical outlet for door opener.	Garage	
006	Cabinets	Replace kitchen cabinets with same footage, including new countertops.	Kitchen	
007	Flooring	Replace vinyl flooring in kitchen and bathroom; replace carpet in living room, hallway, and 3 bedrooms. Homeowner to be	All	

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workman-like manner, in accordance with the Taylor County Housing Program Specifications, local codes, and manufacturer specifications. The contractor shall be responsible for repairs and/or reinstallations of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Signature of contractor required at bottom of each page.

Work must be completed and approved within 60 days of the issuance of the Notice to Proceed.

The house is to be X occupied; _____ vacant for 60 days.

I hereby certify that I am licensed by the State of Florida, Department of Business, and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order.

Company Name _____
Contractor's Name (Print Name) _____
Contractor's Signature _____
Contractor's Address _____
Contractors License # _____
Contractor's Phone Number _____

Owner Signature _____
Co-Owner Signature _____
Contractor's Signature _____

**TAYLOR COUNTY
HOUSING REHABILITATION PROGRAM
WORK WRITE-UP/BID FORM**

Owner: Norma J. Wells

Address: 305 First Street – Perry

Mailing Address: Same

Phone #: 850-223-3681

Parcel # 05088-100

Date: 11-7-2013

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below.

Item #	System	Description of Work	Location	Price
001	Roof	Replace shingles, including all deteriorated roof decking and support members.	All	
002	Plumbing	Replace tub and surround, including valves and fixtures. Replace 2 sinks/vanities, including valves and fixtures. Repair kitchen sink drain line to stop leak. Replace 2 toilets.	Various	
003	HVAC	Install new electric HVAC system. New system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical, door and other items necessary for a complete system. Replace deteriorated drywall in air handler closet.	All	
004	Window	Replace one window screen to match existing window screens.	Rear	
005	Flooring	Replace vinyl flooring in kitchen and 2 bathrooms.	Kitchen, Bathrooms	

TOTAL BID>>>>>>>>>>>

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workman-like manner, in accordance with the Taylor County Housing Program Specifications, local codes, and manufacturer specifications. The contractor shall be responsible for repairs and/or reinstallations of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Signature of contractor required at bottom of each page.

Work must be completed and approved within 60 days of the issuance of the Notice to Proceed.

The house is to be X occupied; _____ vacant for 60 days.

I hereby certify that I am licensed by the State of Florida, Department of Business, and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order.

Company Name _____

Contractor's Name (Print Name) _____

Contractor's Signature _____

Contractor's Address _____

Contractors License # _____

Contractor's Phone Number _____

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

**TAYLOR COUNTY
HOUSING REHABILITATION PROGRAM
WORK WRITE-UP/BID FORM**

Owner: Stanley and Tammy Smith

Address: 904 W. Wilcox St. – Perry

Mailing Address: Same

Phone #: 850-584-5585

Parcel # 02995-000

Date: 11/11/2013

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below.

Item #	System	Description of Work	Location	Price
001	Roof	Replace shingles for front room, including all deteriorated roof decking and support members.	Front Room	
002	Siding	Install new hardiplank siding and trim for exterior walls. Paint siding and trim.	All	
003	Electrical and Appliances	Replace panel and service with new minimum 150 amp panel and service. Replace all wiring in house with new wiring to meet current codes, including GFIC receptacles in kitchen, bathrooms and exterior, and including new smoke detectors / carbon monoxide detectors. Replace gas stove with new gas stove.	All	
004	Plumbing	Replace kitchen sink.	Kitchen	
005	HVAC	Install new electric HVAC package system. New system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical, and other items necessary for a complete system.	All	
006	Steps	Replace rear steps with new PT wood steps and handrails.	Rear	

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workman-like manner, in accordance with the Taylor County Housing Program Specifications, local codes, and manufacturer specifications. The contractor shall be responsible for repairs and/or reinstallations of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Signature of contractor required at bottom of each page.

Work must be completed and approved within 90 days of the issuance of the Notice to Proceed.

The house is to be X occupied; _____ vacant for 90 days.

I hereby certify that I am licensed by the State of Florida, Department of Business, and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order.

Company Name _____

Contractor's Name (Print Name) _____

Contractor's Signature _____

Contractor's Address _____

Contractors License # _____

Contractor's Phone Number _____

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workman-like manner, in accordance with the Taylor County Housing Program Specifications, local codes, and manufacturer specifications. The contractor shall be responsible for repairs and/or reinstallations of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Signature of contractor required at bottom of each page.

Work must be completed and approved within 60 days of the issuance of the Notice to Proceed.

The house is to be X occupied; _____ vacant for 60 days.

I hereby certify that I am licensed by the State of Florida, Department of Business, and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order.

Company Name _____

Contractor's Name (Print Name) _____

Contractor's Signature _____

Contractor's Address _____

Contractors License # _____

Contractor's Phone Number _____

Owner Signature _____

Co-Owner Signature _____

Contractor's Signature _____

Taylor County
HOUSING REHABILITATION PROGRAM
WORK WRITE-UP/BID FORM

Owner: Michelle (Tiki) Freeman

Address: 1146 N. Miller Road - Perry

Mailing Address: Same

Phone #: 850-295-2495

Alternate:

Parcel # 02728-000

Inspected By: Jay Moseley

Date: 11-11-2013

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below. This house has been determined to be un-repairable and will be demolished. A new house will be constructed in its place.

Item #	System	Description of Work	Location	Price
001	DEMOLITION	Demolition and safe, legal, disposal of all materials, and clean up of job site for the construction of the new house.	All	
002	SITework	Provide boundary site survey and plan if required by building department. Preparation of site for new construction shall include all fill dirt required, grading, compacting, and testing necessary for this house including curb cuts, driveway aprons, and sod if required by code. Any site in a flood zone shall be constructed at least one foot above base flood elevation. The required certificate of elevation is the responsibility of the contractor, if property is located in the flood zone. Treat for termites prior to pouring slab.	All	
003	NEW STRUCTURE	The new house shall consist of the following: Minimum 1000 sq. ft, 2 bedrooms, one bath, and kitchen – living room combination. Materials shall be concrete slab-on-grade, CMU walls, and 25 year shingled roof with vented vinyl or aluminum soffits and approved roof vents. All plans and permitting shall be the responsibility of the contractor.	All	
004	ELECTRICAL, APPLIANCES,	Minimum 150 amp service and wiring to meet NEC. (Note: electric service shall be located on side or	All	

Owners Signature

Co-Owners Signature

Contractor's Signature

Taylor County HR WWU Bid form

	AND HVAC	<p>rear of house).</p> <p>Provide new 4 burner electric stove, new electric water heater, vented range hood, all electrical fixtures (<i>Energy Star Rated</i>), switches, and other items necessary for a complete house in move-in condition. Provide new minimum 18 cu. ft. frost-free <i>Energy Star rated</i> refrigerator.</p> <p>HVAC system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical and other items necessary for a complete system.</p>		
005	INTERIOR	<p>Provide plaster or drywall walls, textured ceilings, new carpet in living room, bedrooms and hall, and vinyl flooring in kitchen and bathroom. All walls to be painted one color. Ceilings to be painted white. Insulate walls to minimum R-11, and ceilings to R-30. To meet R-11 in walls, insulation can be either loose fill installed prior to pouring tie beam or injected. Provide certificate of insulation for walls and ceilings as part of the close out documentation. Include all interior and exterior doors necessary. <i>Energy Star Rated</i> Exterior doors shall include single cylinder deadbolts, keyed alike.</p>	All	
006	PLUMBING	<p>New plumbing fixtures shall include toilet, tile walk in shower with built in seat, bathroom sink/vanity, and kitchen sink. Install washer and dryer hook-ups in enclosed space with louvered doors and utility shelving, and 2 exterior hose bibs. Connect to community water system if available, or existing well. Provide pump out and inspection for existing system. If existing system cannot be re-used for new house, a change order will be necessary.</p>	All	
007	WINDOWS	<p>Windows shall be <i>Energy Star Rated</i> vinyl frame, single hung, double pane with screens. Number, size and location to be determined by contractor's plans. Bedroom windows must be sized properly for egress.</p>	All	
008	CABINETS	<p>Provide minimum 10' of base cabinets and countertops, and 8' of wall cabinets in kitchen. Provide medicine cabinet and mirror in bathroom</p>	Kitchen	

Owners Signature

Co-Owners Signature

Contractor's Signature

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workman-like manner, in accordance with the Taylor County Housing Program Specifications, local codes, and manufacturer's specifications. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Contractor's signature needed at the bottom of each page.

Work must be completed and approved within 120 days of the issuance of the Notice to Proceed. This house is to be vacant for 120 days.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Contractors please sign bottom of each page.

Company Name _____
Contractor's Name (Print Name) _____
Contractor's Signature _____
Contractor's Address _____
Contractors License # _____
Contractor's Phone Number _____

Owners Signature

Co-Owners Signature

Contractor's Signature

Taylor County
HOUSING REHABILITATION PROGRAM
WORK WRITE-UP/BID FORM

Owner: Merdine Mathis

Address: 801 E. Quail St. – Perry

Mailing Address: Same

Phone #: 850-584-9214

Alternate:

Parcel # 04659-000

Inspected By: Jay Moseley

Date: 11-1-2013

The work write-up/bid form is a general outline of the work to be performed. Please refer to the project specification booklet for detailed instructions for each item noted below. This house has been determined to be un-repairable and will be demolished. A new house will be constructed in its place.

Item #	System	Description of Work	Location	Price
001	DEMOLITION	Demolition and safe, legal, disposal of all materials, and clean up of job site for the construction of the new house.	All	
002	SITEWORK	Provide boundary site survey and plan if required by building department. Preparation of site for new construction shall include all fill dirt required, grading, compacting, and testing necessary for this house including curb cuts, driveway aprons, and sod if required by code. Any site in a flood zone shall be constructed at least one foot above base flood elevation. The required certificate of elevation is the responsibility of the contractor, if property is located in the flood zone. Treat for termites prior to pouring slab.	All	
003	NEW STRUCTURE	The new house shall consist of the following: Minimum 1000 sq. ft, 2 bedrooms, one bath, and kitchen – living room combination. Materials shall be concrete slab-on-grade, CMU walls, and 25 year shingled roof with vented vinyl or aluminum soffits and approved roof vents. All plans and permitting shall be the responsibility of the contractor.	All	
004	ELECTRICAL, APPLIANCES,	Minimum 150 amp service and wiring to meet NEC. (Note: electric service shall be located on side or	All	

Owners Signature

Co-Owners Signature

Contractor's Signature

Taylor County HR WWU Bid form

	AND HVAC	<p>rear of house).</p> <p>Provide new 4 burner electric stove, new electric water heater, vented range hood, all electrical fixtures (<i>Energy Star Rated</i>), switches, and other items necessary for a complete house in move-in condition. Provide new minimum 18 cu. ft. frost-free <i>Energy Star rated</i> refrigerator.</p> <p>HVAC system shall be new central electric heating system (minimum 15 SEER) with service to all habitable rooms. Include all ductwork, piping, electrical and other items necessary for a complete system.</p>		
005	INTERIOR	<p>Provide plaster or drywall walls, textured ceilings, new carpet in living room, bedrooms and hall, and vinyl flooring in kitchen and bathroom. All walls to be painted one color. Ceilings to be painted white. Insulate walls to minimum R-11, and ceilings to R-30. To meet R-11 in walls, insulation can be either loose fill installed prior to pouring tie beam or injected. Provide certificate of insulation for walls and ceilings as part of the close out documentation. Include all interior and exterior doors necessary. <i>Energy Star Rated</i> Exterior doors shall include single cylinder deadbolts, keyed alike.</p>	All	
006	PLUMBING	<p>New plumbing fixtures shall include toilet, tile walk in shower with built in seat, bathroom sink/vanity, and kitchen sink. Install washer and dryer hook-ups in enclosed space with louvered doors and utility shelving, and 2 exterior hose bibs. Connect to community water system if available, or existing well. Provide pump out and inspection for existing system. If existing system cannot be re-used for new house, a change order will be necessary.</p>	All	
007	WINDOWS	<p>Windows shall be <i>Energy Star Rated</i> vinyl frame, single hung, double pane with screens. Number, size and location to be determined by contractor's plans. Bedroom windows must be sized properly for egress.</p>	All	
008	CABINETS	<p>Provide minimum 10' of base cabinets and countertops, and 8' of wall cabinets in kitchen. Provide medicine cabinet and mirror in bathroom</p>	Kitchen	

Owners Signature

Co-Owners Signature

Contractor's Signature

THIS PAGE MUST BE INCLUDED WITH THE BID FOR IT TO BE VALID

All work to be performed in a workman-like manner, in accordance with the Taylor County Housing Program Specifications, local codes, and manufacturer's specifications. The contractor shall be responsible for the repairs and/or reinstallation of materials/equipment/fixtures damaged or removed due to any work item contained herein. Contractors shall properly dispose of all fixtures, materials and other items removed from the dwelling unless otherwise specified herein. All items must be cost itemized in the space provided or the bid will be rejected. Contractor's signature needed at the bottom of each page.

Work must be completed and approved within 120 days of the issuance of the Notice to Proceed. This house is to be vacant for 120 days.

I hereby certify that I am licensed by the State of Florida, Department of Business and Professional Regulation, and that I am eligible to participate in the housing program. I also agree that change orders above the original contract amount shall only be paid for with housing program funds to correct documented code violations or to meet Section 8 Housing Quality Standards. Change orders must be approved by the homeowner or his representative, the contractor, and local government prior to any initiation of work based on that change order. Contractors please sign bottom of each page.

Company Name _____
Contractor's Name (Print Name) _____
Contractor's Signature _____
Contractor's Address _____
Contractors License # _____
Contractor's Phone Number _____

Owners Signature

Co-Owners Signature

Contractor's Signature

(B)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to ratify the County Administrator's signature on the renewal of t-hangar lease agreement at Perry Foley Airport for Paul Calafiore.

MEETING DATE REQUESTED:

December 17, 2013

Statement of Issue: Board to ratify the County Administrator's signature on the renewal of t-hangar lease agreement at Perry Foley Airport for Mr. Calafiore.

Recommended Action: Board to ratify the County Administrator's signature.

Budgeted Expense: T-hangars lease for \$160.00 per month plus tax. This lease brings in an annual income of \$1,920.00 to the Airport.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Mr. Calafiore currently leases a t-hangar at Perry Foley Airport. This is a renewal of his lease. Mr. Calafiore has provided the required insurance documents to airport staff. This lease agreement is the standard agreement previously approved by the Board.

Attachments: Lease Agreement for Paul Calafiore



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

Perry-Foley Airport Hangar Lease Agreement

This **HANGAR LEASE AGREEMENT** (the "Agreement") entered into as of this ____ day of Sept, 2013, by and between **Board of County Commissioners of Taylor County, Florida** ("Lessor") and Paul Califiore ("Lessee") in Consideration of the mutual covenants and agreements herein mentioned to be performed by the respective parties, and in consideration of the rental herein after designated to be paid, Lessor hereby leases, rents, lets and demises unto Lessee, its successors, grantees and assigns, and Lessee does hereby hire and rent the below described property:

1. **Lease of the Hangar:**

Lessor hereby leases to Lessee Hangar #4 (the "Hangar") located at Perry-Foley Airport, 517 Industrial Drive Perry, Florida 32348 the Hangar shall be used and occupied by Lessee solely for the storage of the following described aircraft:

Make/Model/Color: CT, White

Registration No. 245 CT (the "Aircraft"), or any other similar aircraft owned or leased by Lessee (the "Substitute Aircraft"), provided Lessee has obtained the written consent of Lessor to store the substitute Aircraft in the Hangar, all provision of this Agreement applicable to the Aircraft shall also be applicable to the Substitute Aircraft.

2. **Term:**

The term of this agreement shall commence on the 1st day of October, 2013, and shall continue in effect from month to month, being automatically renewed each month, unless terminated under the terms of this Agreement. However, the Lessor shall have the unilateral, right to reevaluate the lease agreement every ninety days (90) to assess the Lessee's compliance with the lease. The period of the Hangar Lease Agreement is one (1) year.

3. **Rent:**

For the use of the Hangar, Lessee shall pay the Lessor the amount of \$171.20 per month, payable in advance before the first day of each month. This rate shall be reviewed annually by the Airport Manager, and the Airport Advisory Committee the rental rates shall be re-determined based on the change in the Consumer Price Index, all products as published by the United States Department of Commerce. Subsequent to such review, the monthly rental rate may be charged upon thirty days (30) notice to the Lessee. If the Lessee makes any monthly payments more than ten days (10) after the payment is due and owing, the Airport Manager reserves the right to assess one and one-half percent (1 ½%) charge per month (annualized rate of 18%) beginning with the eleventh (11th) day after payment is due. All rate changes will be approved by the Taylor County Board of Commissioners. In the event that the termination of the term with respect to any of the particular premises, facilities, rights, licenses, services or privileges as herein provided falls on any date other than the first day or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month on a pro rata basis according to the number of days in that month during which the particular premises, facilities, rights, licenses, services or privileges were enjoyed. Checks shall be made payable to the Taylor County Board of Commissioners and mailed or delivered to the Airport Manager at 511 Industrial Park Drive, Perry, Florida 32348.

4. **Service Provided:**

Aircraft T-Hangar defined.

- a. A Group III Aircraft T-Hangar cluster of limited size, in which light aircraft are stored in separate areas, and in which limited, non-hazardous, preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed,
- b. For Group III Aircraft T-Hangars, partitions separating aircraft storage areas from other areas shall have at least a 2-hour fire resistance rating for every 3,000 square feet with openings between single fire areas protected by listed fire doors having a fire resistance rating of at least 1 ½ hours.
- c. Limited preventative maintenance operations [see Florida Fire Code, NFPA 409, Appendix A] may be performed in Group III Aircraft T-Hangars. Since hazardous operations are not allowed, Group III Aircraft T-Hangars shall be provided fire protection with portable fire extinguishers as specified in Florida Fire Code, NFPA 409 and paragraph 5-9.2.

- d. Exit and access requirement for Group III Aircraft T-Hangars shall comply with Florida Fire Code, NFPA 409, Appendix A, and paragraph 5-8.

Lessor Requirements. Lessor will maintain the structural components of the Hangar, including doors and door mechanisms, and Lessor will provide lights, water, electricity and normal building maintenance without additional cost to Lessee, provided, however, that Lessor reserves the right to assess and additional fee for consumption of utilities by Lessee beyond normal requirements as determined by Lessor.

5. **Obligations of the Lessee:**

- a. **Storage:** The Hangar shall be used only for storage of the above-identified Aircraft or owners vehicle while aircraft is in use.
- b. **Building Maintenance and Repair:** The Lessee shall maintain the Hangar in a neat and orderly condition, and shall keep the Hangar floor clean of oil, grease, and other toxic chemicals. No corrosive, explosive, or flammable materials will be stored within or about the Hangar. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted within or about the Hangar. No installation of equipment or alterations of structure except as authorized by the Airport Manager. The Lessee shall be responsible for all damage to the leased premises caused by the Lessee's negligence or abuse. The Lessee shall also be responsible for all damage to property, real or personal, located on or about the leased premises damaged as a result of the Lessee's negligence or abuse. In the event the Lessee does not promptly repair any damaged premises, or property, for which the Lessee is responsible, the Lessor reserves the right to make such repairs, at the Lessee's expense, which shall become due and payable as part of the Lessee's rent on the next monthly billing cycle. All repairs, maintenance, or improvements shall be accomplished in accordance with Building/Fire Codes. Lessee shall make no structural, electrical, or other modifications to the premises without first obtaining written Lessor's permission and obtaining a permit, if required.
- c. **Use of Hangar:** T-Hangars are for storage of aircraft only, and they are not to be used as workshops, repair shops or maintenance shops. Painting and major aircraft repairs therein are prohibited. Storage of boats, campers, or other non-aviation items may be only allowed with the permission of the Airport Manager and/or the County Administrator or their designed representative. Lessee shall be permitted to perform in their leased Hangar, only the work is

specifically authorized under **Federal Aviation Regulations, Part 43, Appendix A,**

Paragraph C, Preventative Maintenance, as modified and included herein as Attachment A to this lease, or as otherwise provided by Federal Aviation Regulations, subject to approval by the County's Fire Official.

- d. Commercial Activity: Lessee shall conduct no commercial activity of any kind whatsoever in, from or around the Hangar. No maintenance on the Aircraft shall be performed in the Hangar without the prior written approval of Lessor, except such maintenance as would normally be performed by an aircraft owner without the benefit of a Licensed A. & P. aircraft mechanic. Upon notification of the Airport Manager and in accordance with F.A.A. and T.S.A. regulations, the Lessee shall be allowed to invite an A. & P. or I.A. mechanic to perform commercial maintenance on the Lessees' personal aircraft. Lessee shall take such steps so as to ensure that the performance of such maintenance work shall not damage the Hangar. Lessee shall control the conduct and demeanor of its employees and invitees, and of those doing business with it, in and around the Hangar, and shall take all steps necessary to remove persons whom Lessor may, for good and sufficient cause, deem objectionable. In utilizing the Hangar during the term of this Agreement, Lessee agrees to and shall comply with all applicable ordinances, rules and regulations established by Federal, State or Local government agency or by the Lessor.

e. Environmental Laws:

1. Notwithstanding any other provision of this Agreement, and in addition to any and all other Agreement requirements, and any other covenants and warranties of Lessee, Lessee hereby expressly warrants, guarantees, and represents to Lessor, upon which Lessor expressly relies, that Lessee is aware of Federal, State, regional, and local governmental laws, ordinances, regulations, orders and rules, without limitation, which govern or which apply to the direct or indirect results and impacts to the environment and natural resources due to, or in any way resulting from, the conduct by Lessee of its operations pursuant to or upon the Premises. Lessee expressly represents, covenants, warrants, guarantees, and agrees that they shall comply with all applicable Federal, State, regional and local laws, regulations, and ordinances protecting the environment and natural resources including, but not limited to the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation Recovery Act, Comprehensive

Environmental Response, Compensation and Liability Act of 1980 ("Superfund"), and all rules and regulations promulgated or adopted there under as same may from time to time be amended. Lessees agree to keep themselves informed of future changes in the existing environmental laws.

2. Lessee hereby expressly agrees to indemnify and hold Lessor harmless from and against any and all liability for fines and physical damage to property or injury or deaths to persons, including reasonable expense and attorney's fees, arising from or resulting out of, or in anyway caused by, Lessee's failure to comply with any and all applicable Federal, State, and local laws, ordinances, regulations, rulings, orders and standards, now or hereafter, promulgated for the purpose of protecting the environment. Lessee agrees to cooperate with any investigation or inquiry by any governmental agency regarding possible violation of any environmental law or regulation.

f. Fire and Building Codes/Extinguisher:

Other applicable guidance is contained in NFPA 409 and the Florida Building Codes which can be viewed in the office of the Airport Manager, and Taylor County Building and Planning Office. The Lessee shall maintain at all times, in the Hangar, an approved ten pound dry chemical fire extinguisher suitable for use on Type "A", "B", and "C" fires with current inspection certificate from an approved fire equipment company or local Fire Inspector affixed at all times.

g. Access:

The Lessee shall be given a Hangar key from the Airport Manager or their designate representative with one (1) key and the master key to be retained by the Lessor. The Lessor, local fire official, or on-site Facility Manager, designated by the Lessor reserves the right at any time to enter the hangar for security, fire, or other inspections. If any deficiency in compliance with this Agreement is found, including any fire or hazard which could cause an accident hazard, Lessee shall be so informed, and shall within five (5) days of notice rectify the hazard.

h. Termination:

On the termination of this Agreement, by expiration or otherwise, Lessee shall immediately surrender possession of the Hangar and shall remove the Aircraft and all other property there from, leaving the Hangar in the same condition as when received, ordinary wear and tear

expected. Lessee shall be liable for any and all damage to the Hangar caused by Lessee's use, including but not limited to bent, stained or corroded, interior walls, damage to unsealed floors due to fuel oil spillage, or doors damaged due to Lessee's improper or negligent operation.

i. Regulatory Review:

Copies of the above regulations can be viewed at the Airport Manager's office.

6. **Sublease/Assignments:**

Lessee agrees not to sublease the Hangar to or assign this Agreement without prior written approval of Lessor. The parking of aircraft not owned or leased by Lessee in the Hangar shall constitute a sublease.

7. **Condition of Premises:**

Lessee shall accept the Hangar in its present condition without any liability or obligation on the part of Lessor to make any alterations, improvements or repairs of any kind on or about said Hangar.

8. **Alterations:**

Lessee covenants and agrees not install any fixtures or make any alterations, additions, or improvements to the Hangar without the prior written approval of Lessor. All fixtures installed or improvements made in the Hangar shall become Lessor's property and shall remain in the Hangar at the termination of this Agreement, however terminated, without compensation or payment to Lessee.

9. **Insurance:**

Lessee agrees to maintain, at its own expense, for the benefit of itself and Lessor as so-insured, insurance of such types and in such amounts as may be approved by Lessor, insuring against liability for damage or loss to the aircraft or other property, and against liability for personal injury or death, arising from acts or omissions of Lessee, its agents and employees. Such policy or policies shall contain a provision whereby Lessee's insurer waives any rights of subrogation against Lessor, its agents and employees and providing that Lessor, its agents and employees must receive at least ten days (10) prior written notice of any cancellation of Lessee's insurance coverage. Prior to the commencement of the Agreement, Lessee shall deliver to Lessor certificates or binders evidencing the existence of the insurance showing Taylor County Board of County Commissioners as a named insured on the liability policy. The Lessee shall also be responsible for providing proof of insurance at the beginning of the renewal period of his/her insurance policy and the insurance policy has remained in force. If the Lessee fails to provide or is unable to provide proof of the insurance at any time, the

Lessor shall have the authority to terminate the Lease Agreement. Every aircraft owned or operated by any Lessee and/or user of a T-Hangar shall have insurance coverage in amounts not less than the following:

- a. Bodily Injury - \$50,000 and
- b. Property Damage - \$500,000 per accident.
- c. Claims payable by occurrence.

10. **Casualty:**

In the event the Hangar or the means of access thereto, shall be damaged by fire or any other cause, the rent payable hereunder shall not abate provided that the Hangar is not rendered un-leaseable by such damage. If the Hangar is rendered un-leaseable and Lessor elects to repair the Hangar, the rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the acts of omissions of Lessee, its employees, agents or invitees, in which case the rent shall not abate. If the Hangar is rendered un-leaseable and Lessor elects not to repair the Hangar, this Agreement shall terminate.

11. **Indemnity-Force Majeure:**

Lessee agrees to release, indemnify and hold Lessor, its officers and employees harmless from and against any and all liabilities, damages, business interruptions, delays, losses, claims, judgments of any kind whatsoever, including all cost. The Lessor shall, at its option, and without further notice, have the right to terminate the Agreement and to remove the Aircraft and any other property of Lessee from the hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry, Lessee expressly waives the service of any notice, attorneys' fees, and expenses incidental thereto, which may be suffered by, or charges to, Lessor by reason of any loss of or damage to any property or injury to or death of any persons arising out of or by reason of any breach, violation or non-performance by Lessee or its servants, employees or agents or any covenant or condition of the Agreement or by any act or failure to act of those persons. Lessor shall not be liable for its failure to perform this Agreement or for any loss, injury, damage or delay of any nature whatsoever resulting there from caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection, war or any other cause beyond Lessor's control. Lessor may suspend hangar operation, as necessary in support of emergency operations requiring airport participation.

12. **Disclaimer of Liability:**

Lessor hereby disclaims, and Lessee hereby releases Lessor from, any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage or injury of any nature whatsoever sustained by Lessee, its employees, agents or invitees during the term of this Agreement, including but not limited to loss, damage or injury to the aircraft or other property of Lessee that may be located or stored in the Hangar, unless such loss, damage or injury is caused by Lessor's gross negligence. The parties hereby agree that under no circumstances shall Lessor be liable for indirect, consequential, special or exemplary damages, whether in contract or tort (including strict liability and negligence), such as but not limited to, loss of revenue of anticipated profits or other damage related to the leasing of the Hangar under this Agreement. Changes or amendments to this Disclaimer shall be requested in writing and submitted to the Perry-Foley Airport Advisory Committee for approval or disapproval. A change or amendment to this Disclaimer that is approved by the Perry-Foley Airport Advisory Committee will be submitted to the Taylor County Board of County Commissioners for legal counsel review and subsequent approval or disapproval by the Taylor County Board of County Commissioners.

13. **Default:**

This Agreement shall be breached if:

1. Lessee shall default in the payment of any rental payment hereunder.
2. Lessee shall default in the performance of any other covenant herein and such default shall continue for five (5) days after receipt by Lessor or notice thereof from Lessor.
3. A petition is filled by or against Lessee under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or any agreement);
4. Lessee against his/her property for the benefit of their creditors; or
5. Lessor determines after a reevaluation the Lessee is not compliance with the terms of the Lease on a routine/consistent basis.

In the event of any breach of this Agreement of Lessee, Lessor shall, at its option, and without further notice, have the right to terminate this Agreement and to remove the aircraft and any other property of Lessee from the Hangar using such force as may be necessary, without being deemed guilty of trespass, breach of peace or forcible entry and detainer, and Lessee expressly waives the service of any notice. Exercise by Lessor of either or both of the rights specified above shall not prejudice

Lessor's right to pursue any other legal remedy available to Lessor in law or equity including, but not limited to, court costs and attorneys' fees for bringing legal action against the Lessee.

14. **Thirty (30) Day Termination:**

Either party to this Agreement shall have the right, with or without cause, to terminate this Agreement by giving thirty days (30) prior written notice to the other party except as otherwise provided in this Agreement.

Governing Law:

This Agreement shall be construed in accordance with the laws of Florida.

15. **Relationship of Parties:**

The relationship between Lessor and Lessee shall always and only be that of Lessor and Lessee. Lessee shall never at any time during the term of this Agreement become the agent of Lessor, and Lessor shall not be responsible for the acts or omissions of Lessee or its agents.

16. **Appurtenant Privileges:**

a. **Use of Airport Facilities:**

Lessee shall be entitled, in common with others so authorized, to use all of the facilities and improvements of a public nature which now are or may hereafter be connected with the Airport, including use of landing areas, runways, taxiways, navigational aids, terminal facilities, and aircraft parking areas designated by the Lessor.

b. **Maintenance of Airport Facilities:**

Lessor shall maintain all public and common or joint use areas of the Airport, including Air Operations Area, in good repair, and shall make such repairs, replacements or additions thereof as are required and necessary for the safe and efficient operation of the Airport.

c. **Airspace and Approaches:** Lessor reserves the right to take any action it considers necessary to protect the airspace and approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting; or permitting to be erected, or locating any building, object, or structure on leased premises or adjacent to the Airport, which in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

17. **Nonexclusive Rights:**

Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights granted under this Agreement are nonexclusive and

the Lessor herein reserves the right to grant similar privileges to another Lessee or other Lessees on other parts of the Airport.

18. **Remedies Cumulative:**

The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies.

19. **Notice:**

Any notice given by one party to another in connection with this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested:

1. If to Lessor Representative, address to:

AIRPORT MANAGER

BILL ROBERTS

401 INDUSTRIAL PARK DR.

PERRY, FL. 32348

2. If to Lessee, address to:

Paul Calafiore
22137 S. Gulf
View Dr.
Perry FL 32348

Notices shall be deemed to have been received on the date of receipt as shown on the return receipt.

20. **Integration:**

This Agreement constitutes the entire Agreement between parties, and as of its effective date supersedes all prior independent agreements between parties related to the leasing of the Hangar.

Any change or modification hereof must be in writing signed by both parties.

21. **Waiver:**

The waiver by either party of any covenant or condition of this Agreement shall not thereafter preclude such party from demanding performance in accordance with the terms hereof.

22. **Entire Agreement:**

This Agreement constitutes the entire understanding between the parties, and as of its effective date; supersedes all prior or independent agreements between parties covering the subject matter hereof. Any change or modification must be in writing, signed by both parties.

23. **Severability:**

If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void, but the remaining provision shall continue in effect as nearly as possible in accordance with the original intent of the parties.


24. **Successors Bound:**

This Agreement shall be binding on and shall insure to the benefit of the heirs, legal representatives, and successors of the parties hereto.

25. **Venue:** Venue of any litigation as a result of this lease shall be exclusively in Taylor County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Lessor: Taylor County Board of County Commissioners, Florida

By: 

Title: Airport Manager

Lessee: 

By: _____

Title: _____

By: _____

Attested by Annie Mae Murphy Clerk of Court

By: _____

County Administrator or
Chairman of the Board of Commissioners

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to ratify the Board Chairman's signature on the Certificate Of Acceptance Of Subgrant Award for the 2013-2014 Florida Department of Law Enforcement (FDLE) Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

MEETING DATE REQUESTED:

December 17, 2013

Statement of Issue: Board to ratify the Board Chairman's signature on the Certificate Of Acceptance for the 2013-2014 FDLE JAG grant. The County has been the lead administrator of this grant for several years on behalf of the Sheriff's Department. The funds must be used to prevent and control crime.

Recommended Action: Ratify the Board Chairman's signature on the Certificate Of Acceptance for the FDLE JAG grant.

Fiscal Impact: The County has received a grant in the amount of \$23,110.00 to be used for by the Sheriff's Department for the drug eradication program. No cash match is required.

Budgeted Expense: Y/N Not applicable.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board approved the grant application for funding assistance at the August 5, 2013 meeting. The Board has been the lead agent for this grant for several years working closely with the Sheriff's Department. The grant funds will be used by the Sheriff's Department for activities that prevent and control crime and the drug eradication programs. The Chairman signed the Certificate Of Acceptance November 27, 2013 as the form needed to be returned by December 1, 2013.

Attachments: Certificate Of Acceptance Of Subgrant Award and support documentation



Florida Department of
Law Enforcement

Gerald M. Bailey
Commissioner

Business Support
Office of Criminal Justice Grants
Post Office Box 1489
Tallahassee, FL 32302-1489
(850) 617-1250
www.fdle.state.fl.us

Rick Scott, Governor
Pam Bondi, Attorney General
Jeff Atwater, Chief Financial Officer
Adam Putnam, Commissioner of Agriculture

NOV 12 2013

The Honorable Pam Feagle
Chairperson
Taylor County Board of Commissioners
108 North Jefferson Street
S-102
Perry, FL 32347-3252

Re: Contract No. 2014-JAGC-TAYL-1-E5-151

Dear Chairperson Feagle:

The Florida Department of Law Enforcement is pleased to award an Edward Byrne Memorial Justice Assistance Grant to your unit of government in the amount of \$ 23,110.00 for the project entitled, TAYLOR COUNTY DRUG ERADICATION TASK FORCE. These funds shall be utilized for the purpose of reducing crime and improving public safety. A copy of the approved subgrant application with the referenced contract number is enclosed for your file. All correspondence with the Department should always refer to the project number and title.

As you may be aware, information from subgrants and performance reports are currently provided to the Department of Justice under the Performance Measurement Tool (PMT) and Federal Funding Accountability and Transparency Act (FFATA) to meet current federal transparency requirements. However, the State of Florida recently passed legislation requiring all contracts, including grants for state or federal financial assistance, be provided to the Department of Financial Services via the Florida Accountability Contract Tracking System (FACTS). This grant contract and all subsequent correlating information including performance reports, expenditure reports, grant amendments, etc. are provided to FACTS to meet requirements under Chapter 2013-54 and 2013-154 Laws of Florida for transparency in government spending. If this grant agreement contains confidential or exempt information not subject to disclosure under the public records law, Chapter 119, F.S., (such as the names of personnel and disclosure of equipment for certain undercover operations, etc. that may result in officer names or other sensitive information on grant documents and expenditure reports) please contact the Office of Criminal Justice Grants for information on requesting exemption from public records disclosure.

Please complete and return the enclosed Certification of Acceptance to the Office of Criminal Justice Grants within 30 calendar days from the date of award. This certificate constitutes official acceptance of the award and must be received by the Department prior to the reimbursement of any project expenditures. We look forward to working with you on this project. Please contact Planning Manager Annamarie Whatley at (850) 617-1250 if you have any questions or we can be of further assistance.

Sincerely,

Petrina Tuttle Herring
Administrator

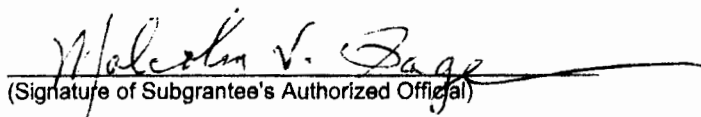
PTH/al

Enclosures

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

CERTIFICATE OF ACCEPTANCE OF SUBGRANT AWARD

The subgrantee, through its authorized representative, acknowledges receipt and acceptance of subgrant award number 2014-JAGC-TAYL-1-E5-151, in the amount of \$ 23,110.00, for a project entitled, TAYLOR COUNTY DRUG ERADICATION TASK FORCE, for the period of 10/01/2013 through 09/30/2014, to be implemented in accordance with the approved subgrant application, and subject to the Florida Department of Law Enforcement's Standard Conditions and any special conditions governing this subgrant.


(Signature of Subgrantee's Authorized Official)

Malcolm V. Page ~~(Taylor Board of County Commissioner)~~
(Typed Name and Title of Official)

Taylor County Board Of Commissioner
(Name of Subgrantee)

11-27-13
(Date of Acceptance)

SUBGRANT AWARD CERTIFICATE

Subgrantee: Taylor County Board of Commissioners

Date of Award: 11/12/2013

Grant Period: From: 10/01/2013 TO: 09/30/2014

Project Title: TAYLOR COUNTY DRUG ERADICATION TASK FORCE

Grant Number: 2014-JAGC-TAYL-1-E5-151

Federal Funds: \$ 23,110.00

State Agency Match:

Local Agency Match: \$ 0.00

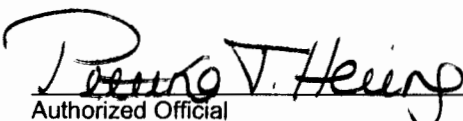
Total Project Cost: \$ 23,110.00

CFDA Number: 16.738

Award is hereby made in the amount and for the period shown above of a subgrant under Title I of the Omnibus Crime Control and Safe Streets Act of 1968, P.L. 90-351, as amended, and the Anti-Drug Abuse Act of 1988, P.L. 100-690, to the above mentioned subgrantee and subject to any attached or special conditions.

This award is subject to all applicable rules, regulations, and conditions as contained in the Financial and Administrative Guide for Grants, Guideline Manual 7100 1D, Office of Justice Programs, Common Rule for State and Local Governments and A-87, or OMB Circulars A-110 or A-102, as applicable, and A-21, in their entirety. It is also subject to such further rules, regulations and policies as may be reasonably prescribed by the State or Federal Government consistent with the purposes and authorization of P.L. 90-351, as amended, and P.L. 100-690.

This grant shall become effective on the beginning date of the grant period provided that within 30 days from the date of award, a properly executed Certificate of Acceptance of Subgrant Award is returned to the Department.



Authorized Official
Petrina Tuttle Herring
Administrator

11/12/2013

Date

() This award is subject to special conditions (attached).

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide



Subgrant Recipient

Organization Name: Taylor County Board of Commissioners

County: Taylor

Chief Official

Name: Pam Feagle

Title: Chairman

Address: 108 North Jefferson Street
S-102

City: Perry

State: FL **Zip:** 32347-3252

Phone: 850-838-3500 **Ext:**

Fax:

Email: pfeagle@taylorcountygov.com

Chief Financial Officer

Name: Annie Murphy

Title: Clerk of the Court

Address: Post Office Box 620

City: Perry

State: FL **Zip:** 32348

Phone: 850-838-3506 **Ext:**

Fax: 850-838-3549

Email: cmock@taylorclerk.com

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide



Implementing Agency

Organization Name: Taylor County Sheriff's Office

County: Taylor

Chief Official

Name: L.E. Williams

Title: Sheriff

Address: 108 North Jefferson Street
Suite 103

City: Perry

State: FL **Zip:** 32347-3252

Phone: 850-584-4225 **Ext:**

Fax: 850-584-7016

Email: ellisondm@flcjn.net

Project Director

Name: Ron Rice

Title: Chief Investigator

Address: 108 North Jefferson Street
Suite 103

City: Perry

State: FL **Zip:** 32347

Phone: 850-838-3505 **Ext:**

Fax: 850-838-3527

Email: ricer@flcjn.net

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

General Project Information

Project Title: TAYLOR COUNTY DRUG ERADICATION TASK FORCE
Subgrant Recipient: Taylor County Board of Commissioners
Implementing Agency: Taylor County Sheriff's Office
Project Start Date: 10/1/2013 **End Date:** 9/30/2014

Problem Identification

In 1992, The Taylor County Sheriff's Office initiated the Taylor County Drug Eradication Task Force to combat the continual drug problems in Taylor County. This was made possible by federal funding.

The Drug Task Force operates within the 1,052 square mile area-encompassing Taylor County. Taylor County's large area of woodlands makes it a prime area to manufacture cannabis. The County also has many traversable waterways including the Fenholloway River, Econfinia River, Spring Warrior, Aucilla River and the Gulf of Mexico coastline. Additionally, it is believed that waterways are being used to transport marijuana and other controlled substances in Taylor County.

Past investigations have netted crops ranging from 100 to 2,500 marijuana plants per site. Many man-hours were spent on surveillance and organizations of eradication teams on these crops with a limited number of arrests occurring due to the lack of needed personnel. Aerial cannabis eradication operations are limited due to the unavailability of aircraft and funding. Additional resources are being sought to assist in these areas.

Inclement weather, wildfires, and successful eradication efforts in 1996-1997 significantly decreased crop numbers. Although outdoor grow activity declined in Taylor County after 1997, intelligence information indicates an increase not only in the number of indoor grow operations but also in outdoor cannabis crops, especially in heavily wooded areas as well as leased hunting lands. Investigations will be initiated to target and curtail both indoor and outdoor grow activities.

Taylor County continues to have problems with habitual offenders who are in the market of selling crack cocaine. Significant increases in the number of burglaries, thefts, and other drug related crimes can be directly related to the crack epidemic. The drug task force has, in the past couple of years, received numerous complaints from residents in and around small churches concerning crack cocaine sales in these neighborhoods and took immediate action to correct and curtail this activity.

Many man-hours of surveillance and buy operations are conducted to minimize the amount of cocaine being transported in and out of the city and many mid-to-upper level dealers have been incarcerated due to these efforts. However, due to the multi-tier levels of these drug operatives, what were once low-to mid-level dealers, primarily juveniles, have stepped up operations and are now taking the place of those dealers who have been incarcerated.

Although crack cocaine, cannabis and pharmaceutical are the primary drugs of choice for users in Taylor County, investigations have netted drug dealers responsible for introducing Extasy and Crystal Methamphetamine to the area. Confidential informants

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

have been instrumental in locating clandestine labs used to manufacture crystal methamphetamines and drug investigators are seeing a significant increases in sales and distribution of this drug.

Investigative techniques continually change because local dealers are becoming more educated in law enforcement investigation techniques. Through many drug investigations and arrests, a large number of street dealers have been identified as being able to monitor the movement of law enforcement units through the County, hindering the crackdown of both street and homegrown operations.

Project Summary (Scope of Work)

The Taylor County Sheriff's Office has staff and resources to form the Taylor County Drug Eradication Task Force. The County Drug Investigators are responsible for overseeing all drug related operations involving the Task Force, to include but not limited to, organizing surveillance, gathering confidential information, requesting search warrants, and compiling data to determine drug operations and techniques. Together they work directly with undercover agents and other agency personnel to accomplish their mission.

The Task Force organizes and maintains confidential source files which include paying for information and working with confidential informants. The Task Force concentrates on the eradication of crack and powder cocaine, cannabis, and pharmaceutical drugs any other controlled substance covered under Florida Statue 893. The investigators conduct eradication investigations, which include undercover surveillance, aerial surveillance of cannabis plots, and coastal interdiction. Assistance is provided by the Florida Department of Law Enforcement, The Bureau of Alcohol, Tobacco and Firearms, and the Florida Fish and Wildlife Conservation Commission. The Task Force also conducts investigations targeting street-level, mid-level and high-level drug dealing.

Information gathered by both agencies is compiled, entered onto the computer, and investigations initiated on how informants, dealers, and other acquaintances tie in together to determine if there is any organizational structure to the operations in the area.

This grant will be paying for expenses only, which included Training, Equipment Maintenance, Repairs, Programs Operations, Annual Maintenance Fees, etc.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Section 2: Project Overview

Section Questions:

Question: Does the Subgrantee receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Does the Implementing Agency receive a single grant in the amount of \$500,000 or more from the U.S. Department of Justice?

Answer: No

Question: Part 1: In your business or organization's preceding completed fiscal year, did your business or organization (the subgrantee) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements? If yes, answer "yes" or "no" to Part 2, below.

Answer: No

Question: Part 2: Does the public have access to information about the compensation of the executives in your business or organization (the subgrantee) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? If answer to Part 1, above, was "no," answer N/A.

Answer: N/A

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Release of 4-H Funds/4-H Audit

MEETING DATE REQUESTED:

Tuesday, December 17, 2013

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

Recommended Action: Approved pending receipt of audit report.

Fiscal Impact:

Submitted By: Clay Olson, County Extension Director

Contact: Clay Olson, County Extension Director

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Attachments:

Taylor County 4-H Foundation, Inc.

Financial Statements & Supplementary Information

For the Years Ended September 30, 2013 and 2012

GLOVER & COMPANY, INC.

Certified Public Accountants

Post Office Box 12612

Tallahassee, Florida 32317

Table of Contents

	<u>Page Number</u>
Report of Independent Auditors.....	1
Statements of Financial Position	2
Statements of Activities.....	3
Statements of Cash Flows.....	4
Notes to Financial Statements.....	5

GLOVER & COMPANY, INC.

Certified Public Accountants

Post Office Box 12612
Tallahassee, Florida 32317

Telephone (850) 422-1040

Fax (850) 422-1042

Report of Independent Auditors

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

We have audited the accompanying statements of financial position of Taylor County 4-H Foundation, Inc. (a nonprofit organization) as of September 30, 2013 and 2012, and the related statements of activities and cash flows for the years then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, based on our audit and the reports of other auditors, the financial statements referred to above present fairly, in all material respects, the financial position of Taylor County 4-H Foundation, Inc. as of September 30, 2013 and 2012, and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Glover & Company, Inc.

Glover & Company, Inc.

November 14, 2013

Taylor County 4-H Foundation, Inc.
 Statements of Financial Position
 September 30, 2013 and 2012

	Assets	<u>2013</u>	<u>2012</u>
Current Assets			
Cash		\$ 14,479	\$ 11,226
Investments		<u>27,299</u>	<u>23,485</u>
Other Current Assets			
Prepaid Expenses		0	500
Total Current Assets		<u>41,778</u>	<u>35,211</u>
Property and Equipment			
Property and Equipment		1,904	1,904
Accumulated Depreciation		<u>(1,904)</u>	<u>(1,904)</u>
Total Property and Equipment		<u>0</u>	<u>0</u>
Total Assets		<u><u>\$ 41,778</u></u>	<u><u>\$ 35,211</u></u>
Liabilities and Net Assets			
Current Liabilities			
Accounts Payable		<u>\$ -</u>	<u>\$ -</u>
Total Liabilities		<u>0</u>	<u>0</u>
Net Assets			
Unrestricted:		<u>41,778</u>	<u>35,211</u>
Total Liabilities and Net Assets		<u><u>\$ 41,778</u></u>	<u><u>\$ 35,211</u></u>

Taylor County 4-H Foundation, Inc.
 Statements of Activities
 For the Years Ended September 30, 2013 and 2012

	<u>2013</u>	<u>2012</u>
Unrestricted Support and Revenue		
Donations	\$ 12,422	\$ 6,165
Grants	11,160	11,810
Youth Camps	29,886	16,257
Other Program Fees and Revenue	416	1,401
Investment Gain	<u>3,814</u>	<u>4,055</u>
Total Support and Revenue	57,698	39,688
Expenses		
Program Services:		
County Funds	11,080	11,483
Youth Camps	29,730	14,812
Other Program Expenses	<u>10,321</u>	<u>2,389</u>
Total Expenses	51,131	28,684
Change in Unrestricted Net Assets	6,567	11,004
Unrestricted Net Assets, Beginning of Year	<u>35,211</u>	<u>24,207</u>
Unrestricted Net Assets, End of Year	<u><u>\$ 41,778</u></u>	<u><u>\$ 35,211</u></u>

Taylor County 4-H Foundation, Inc.
 Statements of Cash Flows
 For the Years Ended September 30, 2013 and 2012

	<u>2013</u>	<u>2012</u>
Cash Flows from Operating Activities		
Change in Net Assets	\$ 6,567	\$ 11,004
Adjustments to reconcile change:		
(Increase) Decrease in:		
Accounts Payable and Prepaid Expenses	500	(500)
Unrealized Gain on Investments	<u>(3,814)</u>	<u>(4,055)</u>
Net Cash Used in Operating Activities	<u>3,253</u>	<u>6,449</u>
 Net Decrease in Cash and Cash Equivalents	 3,253	 6,449
Cash and Cash Equivalents, Beginning of Year	<u>11,226</u>	<u>4,777</u>
Cash and Cash Equivalents, End of Year	<u>\$ 14,479</u>	<u>\$ 11,226</u>

Taylor County 4-H Foundation, Inc.
Notes to Financial Statements
September 30, 2013

Note A - Summary of Significant Accounting Policies

Nature of the Organization

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

Basis of Accounting

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

Basis of Presentation

In accordance with accounting principles generally accepted in the United States of America, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. There were no temporarily restricted or permanently restricted net assets as of September 30, 2013 and 2012.

Cash Equivalents

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

Income Taxes

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

Taylor County 4-H Foundation, Inc.
Notes to Financial Statements (Continued)
September 30, 2013

Property and Equipment

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

Estimates

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

Donated Materials and Services

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

Investments

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

Taylor County 4-H Foundation, Inc.
Notes to Financial Statements (Continued)
September 30, 2013

Note B - Concentrations of Credit Risk

The Organization maintains their operating, mutual funds and money market accounts at a Florida financial institution. Accounts at the institution are insured by the Federal Deposit Insurance Corporation up to \$250,000. There are no uninsured cash balances as of September 30, 2013 or 2012.

Note C - Equipment

The Organization's fixed assets at September 30, 2013 and 2012 consist of the following:

	<u>2013</u>	<u>2012</u>
Data Processing Equipment	\$1,904	\$1,904
Less: Accumulated Depreciation	<u>(1,904)</u>	<u>(1,904)</u>
Net Book Value	<u>\$ 0</u>	<u>\$ 0</u>

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO CONSIDER RATIFICATION OF THE BOARD OF COUNTY COMMISSIONERS CHAIRMAN'S SIGNATURE APPROVING B&B SANITATION CONTRACT AS AGENDAED BY GARY WAMBOLT, ENVIRONMENTAL SERVICES DIRECTOR.

MEETING DATE REQUESTED:

December 17, 2013

Statement of Issue: THE BOARD TO CONSIDER RATIFICATION OF THE BOARD OF COUNTY COMMISSIONERS CHAIRMAN'S SIGNATURE

Recommendation: APPROVE

Fiscal Impact: INCREASE FROM \$8,177.00 TO \$8,775.00

Budgeted Expense: Yes ☒ No ☐ N/A ☐

Submitted By: Gary Wambolt

Contact: solid.waste@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: COUNTY STAFF PREPARED QUOTE SHEETS FOR SERVICE TO PORTABLE TOILETS AT TAYLOR COUNTY ROLL-OFF SITES, AS PREVIOUS CONTRACT EXPIRED. THE QUOTE SHEETS WERE MAILED TO THREE (3) CONTRACTORS. THE RESULT WERE: TWO (2) CONTRACTORS DID NOT SUBMIT A BID AS THEY WERE NOT INTERESTED AND ONE (1) CONTRACTOR, B&B SANITATION, ENTERED A BID, INCLUDING MAINTENANCE AND REPAIR AS WELL AS SERVICE IN THE CONTRACT. BASED ON THE RESULT OF THE QUOTE REQUESTS, NEW CONTRACT WITH B&B SANITATION FOR SERVICES REQUIRED FOR PORTABLE TOILETS AT NINE (9) SOLID WASTE COLLECTION CENTERS IS SUBMITTED FOR APPROVAL.

Options:
1. APPROVE
2. NOT APPROVE

Attachments: CONTRACT BETWEEN TAYLOR COUNTY AND B&B SANITATION

CONTRACT FORM

This contract made the 17th day of December, 2013 between **TAYLOR COUNTY**, hereinafter called the **COUNTY**, and **B&B SANITATION**, hereinafter called the **CONTRACTOR**.

WITNESSETH, that the County and the Contractor for the consideration stated herein agree as follows:

1. **SCOPE OF WORK.** The Contractor shall perform all tasks required to be performed and shall provide and furnish all the setup, labor, necessary tools, and all transportation services required to perform and complete in a workmanlike manner all the work required in connection with providing portable toilets for nine (9) Solid Waste Collection Centers. The Contractor agrees to provide all service, maintenance and repairs in association with the Portable Toilets in accordance with the quote submitted by B&B Sanitation. Contractor shall comply with any and all state and federal laws and regulations for this service. The following is a general description of the project elements: Contractor shall be responsible for the following. Set-up of each Unit (each unit set-up must be cleaned, in good repair and approved by the Environmental Services Director). Maintenance of each unit. Repair of each Unit (in the event the Unit cannot be repaired then replacement of said Unit). Weekly Pumping Service of each Unit. Upkeep and supplies to include chemicals, deodorizers, and paper. Keeping a Record of each service to include date, time, condition of said unit, and initials of servicing operator posted on the inside door of each unit. The County will on occasion, have a need for additional toilets on a limited term basis for special projects. The Contractor agrees to furnish additional toilets to the county at the same rate as quoted in the contract documents. Two-Year Rental Agreement for (9) Portable Toilets for the (9) Solid Waste Collection Centers at the following locations.

- a. Carlton Springs Cemetery Road

- b. Blue Springs Lake Road (Keaton Beach Area)
- c. Steinhatchee (C.R. 361)
- d. Highway 98 & County Road 14 (Aucilla Area)
- e. Salem (off Highway 19 South)
- f. Shady Grove (Highway 14A)
- g. Bernard Johnson Road (off Johnson Stripling Road)
- h. Harrison Blue Road (end of Harrison Blue Road)
- i. Eridu (Pleasant Grove Road)

Staff: the Contractor shall employ sufficient staff to complete the aforementioned tasks and such employees will be easily identifiable through some type of recognizable means, (i.e. uniforms designating a corporate logo and employee name or a photo identification badge with a signature of a corporate principle.)

2. THE CONTRACT PRICE. The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the sum of \$ **8,100** per year to be paid on a monthly basis.

3. DURATION OF CONTRACT. The Contract shall take effect upon final execution and terminate 2 (two) years from that date. This contract shall not be extended for more than six (6) months, unless otherwise agreed in writing.

4. ASSIGNMENTS. This contract shall not be subletted, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.

5. TERMINATION OF CONTRACT. The County reserves the right to terminate or suspend the contract in whole or in part at any time the interest of the County requires such termination or suspension. The County shall notify the Contractor in writing of such action with instructions as

to the effective date of termination or suspension or specify the stage of work at which the action is to be taken. The Contractor will be paid for all work satisfactorily performed and any reasonable termination expenses that can be documented. Work performed payment will be based on bid item prices, which include or should have included profit and overhead. No profit or overhead will be allowed for work not performed.

If the County determines that the performance of the Contractor is not satisfactory, the County shall have the option of: (a) immediately terminating the contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time. Failure to correct such deficiencies in the specified time will result in the Contractor being declared in default and the contract may be terminated.

If the contract is terminated for cause before performance is completed, the Contractor shall be paid for the work units satisfactorily accomplished and accepted at the contract unit price.

6. DEFAULT OF CONTRACT. If the Contractor fails to begin the work detailed under the Contract, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the contract, or performs the work unsuitably or neglects or refuses to remove materials or discontinues the prosecution of work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily for a period of ten calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default.

If the Contractor, within a period of ten calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, the County shall, have full power or authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to declare the contract in default.

7. PRESERVATION OF PROPERTY. The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.

Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

8. HOLD HARMLESS AND INSURANCE. To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-contractors, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees.

9. GENERAL LIABILITY INSURANCE. The Contractor shall maintain general liability insurance of at least \$1,000,000.00 per person and property damage insurance of at least \$50,000.00 each occurrence, holding the County harmless for the contractor's negligence, and list the County as additionally insured under the contractor's coverage.

Certificates of such insurance shall be filed with the County prior to beginning work under this contract and shall be subject to approval for adequacy of protection.

10. **WORKER'S COMPENSATION INSURANCE.** The Contractor shall provide Worker's Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all of its employees. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance.

11. **PERMITS, RULES & REGULATIONS.** It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations. The Contractor shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal Laws, rules and regulations.

12. **ACCESS TO RECORDS.** The Contractor agrees to provide access to those records, books and documents that pertain to this project during the project period and for a three (3) year period thereafter.

13. **COMPONENT PARTS OF THIS CONTRACT.** This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.

(a) The Contractors proposal

(b) This Instrument

In the event that any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component list

enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

14. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any correspondence or questions regarding this project: Taylor County Environmental Services 3750 Highway 98 West Perry Florida 32347, telephone number (850) 838-3533.

15. **LITIGATION.** If any litigation arises out of this Contract, venue of all such cases shall be Taylor County, Florida, and the prevailing party is entitled to a reasonable attorney fee and costs.

In WITNESS WHEREOF, the parties hereto have caused this instrument, as of the _____ day of _____, 2013.

WITNESSES:

TAYLOR COUNTY

Malcom Page
Chairperson

ATTEST: _____
ANNIE MAE MURPHY

WITNESSES:

CONTRACTOR

B&B SANITATION

STATE OF FLORIDA
COUNTY OF TAYLOR

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, _____, who is personally known to me and who did not take an oath.

NOTARY PUBLIC

My Commission Expires: _____

ENVIRONMENTAL SERVICES DEPARTMENT

(SOLID WASTE, RECYCLING, MOSQUITO CONTROL, ANIMAL CONTROL)



TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS
3750 HWY 98 WEST
PERRY, FL 32347

GARY L. WAMBOLT, DIRECTOR

(850) 838-3533
FAX (850) 838-3538

TO: All Prospective Bidders

FROM: Gary L. Wambolt, Environmental Services Director

SUBJECT: Portable Toilet Services

DATE: Aug. 11, 2013

Taylor County Environmental Services Department is seeking quotes for **NINE (9) PORTABLE TOILETS, WITH SERVICE, MAINTENANCE AND REPAIR**. The locations and specifications are included in the attached Exhibit A.

Quotes should be submitted as unit cost (per toilet, per billing period) and should also include fuel surcharges (if any). There are 13 billing periods per calendar year. Any questions may be directed to me at the above number.

Please return quotes via fax no later than Sept. 9, 2013. The primary fax number is 850-838-3538; should you have problems with that number, you can send it to the Purchasing Dept. at 850-838-3547 or drop it off at the Office at 3750 US Hwy 98 West.

Prospective Bidders

Howdy's Rent-A-Toilet
5587 Crawfordville Rd.
Tallahassee, FL 32305

B&B Sanitation, Inc.
596 Charles Hendry Rd.
Perry, FL 32348

Pit Stop Portable Toilet Rentals
5805 Tower Rd.
Tallahassee, FL 32303

EXHIBIT "A"

BID SPECIFICATIONS FOR NINE (9) PORTABLE TOILETS WITH SERVICE, MAINTENANCE, AND REPAIR

1. Two-Year Rental Agreement for Nine (9) Portable Toilets for the Nine (9) Solid Waste Collection Centers at the following locations:
 - a. Carlton Springs Cemetery Road
 - b. Blue Springs Lake Road (Keaton Beach Area)
 - c. Steinhatchee (C.R. 361)
 - d. Highway 98 & County Road 14 (Aucilla Area)
 - e. Salem (off Highway 19 South)
 - f. Shady Grove (Highway 14A)
 - g. Bernard Johnson Road (off Johnson Stripling Road)
 - h. Harrison Blue Road (end of Harrison Blue Road)
 - i. Eridu (Pleasant Grove Road)
2. The County will on occasion, have need for additional toilets on a limited term basis for special projects. The **CONTRACTOR** agrees to furnish additional toilets to the County at the same rate as quoted in the contract documents.
3. **CONTRACTOR** shall be responsible for the following:
 - a. Set-up of each Unit (each unit set-up must be clean, in good repair, and approved by the Environmental Services Director)
 - b. Maintenance of each Unit
 - c. Repair of each Unit (in the event the Unit cannot be repaired then replacement of said Unit)
 - d. Weekly Pumping Service of each Unit
 - e. Upkeep and Supplies to include chemicals, deodorizers, and paper.
 - f. Keeping a Record of each service to include date, time, condition of said unit, and initials of servicing operator posted on the inside door of each unit.
4. Units will be checked by Solid Waste Employees weekly for compliance. Upon completion of the contract, it will be the responsibility of the **CONTRACTOR** to remove the units. Units shall be picked up, delivered, or moved as needs of the Solid Waste Department change. Payment will be made monthly.
5. **CONTRACTOR** shall maintain General Liability Insurance specified in and according to the contract, holding the **COUNTY** harmless for the **CONTRACTOR'S** negligence and listing the **COUNTY** as additionally insured under the **CONTRACTOR'S** coverage.

Thank you for your interest in this project.

QUOTE SHEET

Date: September 9, 2013

Price per unit: \$75.00 per cycle (\$69.00 rental 6.00 Fuel Fee)

Fuel Surcharge: 6.00 per cycle

Total Bid Price (to be paid in 13 4 week cycles) \$675.00

Total Bid Price Annually (per billing period for 9 units): \$8,775.00

Company Name: B&B Porta Toilets, Inc B & B PORTA-TOILETS, INC.

Authorized Representative: Christina Craft P.O. BOX 1564
(PLEASE PRINT) PERRY, FL 32348

Signature: Christina E. Craft

17

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE APPROVING THE HISTORICAL SUMMARY BY EXPENDITURES FORM FOR THE COUNTY'S EMERGENCY MANAGEMENT DEPARTMENT, AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR

MEETING DATE REQUESTED:

12/17/13

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

Recommended Action: RATIFY

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 FORM IS REQUIRED TO MAINTAIN FUNDING FROM THE STATE OF FLORIDA.

Options: APPROVE/NOT APPROVE

Attachments: HISTORICAL SUMMARY FORM

NOTE: THIS SUMMARY MUST BE DEVELOPED AND SIGNED BY AN OFFICIAL OF THE COUNTY'S FINANCE OFFICE

Taylor COUNTY

COUNTY EMERGENCY MANAGEMENT AGENCY EXPENDITURES
HISTORICAL SUMMARY BY EXPENDITURES FOR AGREEMENT PERIOD 2012-2013
(Dates: July 1, 2012 - June 30, 2013)
FORM 6

Expenditure Categories	LOCAL		STATE/FEDERAL				TOTAL
	County General Fund (Local) (a)	Other Local Funds (b)	State Portion of EMPA Base Grant (d)	Federal Portion of EMPG Base Grant (e)	Hazardous Materials Planning Grant (state) (f)	Other State OR Federal Funds (g)	
1. Salaries & Benefits			\$ 20,234.87	\$ 48,185.47			
2. Other Personal/Contractual Ser.							
3. Expenses	\$ 10,532.37		\$ 58,918.89				
4. Operating Capital Outlay			\$ 19,381.83	\$ 7,305.00			
5. Fixed Capital Outlay	\$ 8,217.00						
Total Expenditures \$	\$ 18,749.37	\$ -	\$ 98,535.59	\$ 55,470.47	\$ -	\$ -	\$ 154,006.06

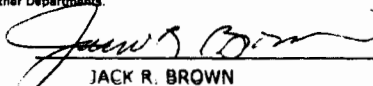
Amount of funds provided as match for Federal portion of grant (EMPG) \$53,470.47
Federal funds under the EMPG agreement shall be matched dollar for dollar from non-federal funds (example: EMPA, Local, etc...)

I hereby certify that the above figures represent the actual funding source for the Emergency Management Agency for Fiscal Year 2012-2013 and does not include disaster-related response or recovery costs nor any other costs incurred by other Departments.

Signed

Title

Date


JACK R. BROWN
COUNTY ADMINISTRATOR
TAYLOR COUNTY, FL
201 E. GREEN ST.
11/15/2013

AGREEMENT PERIOD 2012-2013 - This will consist of the last quarter of the county's fiscal year 2012 and the first three quarters of the county's fiscal year 2013

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Taylor County Development Authority
FY 2013-2014 appropriated funds

Meeting Date:

December 17, 2013

Statement of Issue: The Taylor County Development Authority requests the release of FY 2013-2014 appropriated funds in the amount of \$140,000.

Recommendation: approval for release

Fiscal Impact: \$ 140,000 **Budgeted Expense:** Yes ☒ No ☐ N/A ☐

Submitted By: Taylor County Development Authority

Contact: Scott Frederick or Lavonne Taylor

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: _____

Options: 1. _____
2. _____

Attachments: 1. TCDA Financial Statements ending September 30, 2013
2. _____



NORTH FLORIDA'S RISING STAR

December 11, 2013

Mr. Malcolm Page, Chairman
Administrative Complex
Taylor County Board of County Commissioners
201 East Green St.
Perry, FL 32347

Dear Chairman Page:

Subject: Request for Release of Appropriated Funds for FY13-14

On behalf of the Taylor County Development Authority (TCDA) Board of Directors, I would like to request the release of appropriated funds (\$140,000) for fiscal year 2013-2014. I sincerely appreciate the support the Board of County Commissioners provides the TCDA and be assured the TCDA will work diligently to promote new economic development opportunities and continue to help existing businesses maintain and grow their businesses in Taylor County.

An electronic copy of the required audit ending September 30, 2013 has been provided.

With sincere regards,

Scott Frederick
Director of Economic Development

TAYLOR COUNTY DEVELOPMENT AUTHORITY

103 E. Ellis St., Perry, FL 32348 | floridarisingstar.com | 850-584-5627

**TAYLOR COUNTY DEVELOPMENT
AUTHORITY**

FINANCIAL STATEMENTS

YEAR ENDED SEPTEMBER 30, 2013

**TAYLOR COUNTY DEVELOPMENT AUTHORITY
TABLE OF CONTENTS
SEPTEMBER 30, 2013**

	<u>PAGE</u>
INDEPENDENT AUDITORS' REPORT	1-2
MANAGEMENT'S DISCUSSION AND ANALYSIS (required supplemental information)	3-10
BASIC FINANCIAL STATEMENTS	
Government-Wide Financial Statements	
Statement of Net Position	11
Statement of Activities	12
Fund Financial Statements	
Governmental Fund Financial Statements:	
Balance Sheet	13
Reconciliation of the Balance Sheet to the Statement of Net Assets	14
Statement of Revenues, Expenditures and Changes in Fund Balances	15
Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities	16
Notes to Financial Statements	17-24
REQUIRED SUPPLEMENTAL INFORMATION (other than MD&A)	
Budget to Actual Comparison Statement - General Fund	25
Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards	26-27
Management Letter	28-32



INDEPENDENT AUDITOR'S REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, each major fund and the aggregate remaining fund information of Taylor County Development Authority (hereinafter referred to as the "Authority"), as of and for the year ended September 30, 2013, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessments of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund and the aggregate remaining fund information of the Authority as of September 30, 2013, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and Budget to Actual Comparison Statement on pages 3 through 10 and 25 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated December 9, 2013, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Authority's internal control over financial reporting and compliance.

Barzana & Associates PA

Barzana & Associates, P.A.

Tampa, Florida
December 9, 2013

Management's Discussion And Analysis

MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of the Taylor County Development Authority's (Authority) Annual Financial Report presents a narrative overview and analysis of the financial activities of the Authority for the fiscal year ended September 30, 2013 and is intended to highlight significant transactions, events and conditions. Please read it in conjunction with the Authority's financial statements and accompanying notes found on pages 16 - 23.

FINANCIAL HIGHLIGHTS

- The assets of the Authority exceeded its liabilities at the close of the most recent fiscal year by \$197,903 (net position). Of this amount, \$84,959 (unrestricted net assets) may be used to meet the Authority's ongoing obligations to citizens and creditors.
- The Authority's total net position decreased by \$59,682 during the fiscal year, which represents a 30.16 percent decrease in net position from the 2012 – 2013 fiscal year.
- As of September 30, 2013, the Authority's governmental funds reported combined ending unassigned fund balances of \$52,237.

During the current year, General Fund expenditures exceeded revenues by \$55,574.

OVERVIEW OF THE FINANCIAL STATEMENTS

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

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

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

Government-wide Financial Statements

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

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

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

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

Both of the government-wide financial statements distinguish functions of the Authority that are principally supported by intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the Authority include general government which represents the Authority's economic development services. Support functions such as administration are also included. Support from the Taylor County Board of County Commissioners provides most of the resources that support these services. There were no business-type activities of the Authority during 2013.

Fund Financial Statements

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

Governmental Funds

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

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

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

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

Notes to the Financial Statements

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

Required Supplementary Information

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

ANALYSIS OF NET ASSETS GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net assets may serve as a useful indicator of a government's financial position. For the Authority, assets exceeded liabilities by \$197,903 at the close of the current fiscal year. The largest portion of the Authority's net position, \$112,944 reflects investments in capital assets. Unrestricted net assets amount to \$84,959; this amount may be used to meet the Authority's ongoing obligations to citizens and creditors.

Taylor County Development Authority
Statements of Net Position

	September 30,	September 30,
	2013	2012
Assets		
Current and other assets	\$ 86,421	\$ 142,889
Capital assets, net	112,944	117,052
Total assets	<u>\$ 199,365</u>	<u>\$ 259,941</u>
Liabilities		
Current liabilities	<u>\$ 1,462</u>	<u>\$ 2,356</u>
Total Liabilities	1,462	2,356
Net Position		
Invested in capital assets	112,944	117,052
Restricted	-	51,750
Unrestricted	<u>84,959</u>	<u>88,783</u>
Total net position	<u>197,903</u>	<u>257,585</u>
Total liabilities and net position	<u>\$ 199,365</u>	<u>\$ 259,941</u>

Analysis of Change in Net Position

The Authority's net position overall decreased by \$59,682 during the current fiscal year. This decrease is explained in the government activities discussion below.

Taylor County Development Authority
Changes in Net Position
Year ended September 30,

	<u>2013</u>	<u>2012</u>
Revenues:		
Program revenues:		
Grants and contributions	\$ 191,750	\$ 211,415
General revenues:		
Contributions	782	-
Rental income	15,600	15,600
Interest and other revenues	882	27
Total revenues	<u>209,014</u>	<u>227,042</u>
Expenses:		
Economic Development	<u>268,696</u>	<u>228,527</u>
Total expenses	<u>268,696</u>	<u>228,527</u>
Change in net assets	(59,682)	(1,485)
Net position, beginning	<u>257,585</u>	<u>259,070</u>
Net position, ending	<u><u>\$ 197,903</u></u>	<u><u>\$ 257,585</u></u>

FINANCIAL ANALYSIS OF THE AUTHORITY'S FUNDS

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

Governmental Funds

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

As of the end of the current fiscal year, the Authority's governmental funds reported unrestricted ending fund balances of \$84,959. Revenues for governmental functions overall totaled \$191,750 for the current fiscal year. Expenditures totaled \$268,696, which means that expenditures exceeded revenues by \$76,946. The general fund is the chief operating fund of the Authority. At the close of the current fiscal year, the unassigned fund balance of the general fund was \$52,237. The fund balance of the Authority's general fund decreased by \$55,574 during the current fiscal year.

CAPITAL ASSET AND DEBT ADMINISTRATION

The Authority's capital assets for its governmental activities as of September 30, 2013, amount to \$112,944 (net of accumulated depreciation). Capital assets include land, buildings, improvements, and equipment.

Capital Assets

	Governmental Activities
Land	\$ 80,713
Buildings	115,467
Equipment	42,123
Less: Depreciation	<u>(125,359)</u>
Total	<u><u>\$ 112,944</u></u>

GENERAL FUND BUDGETARY HIGHLIGHTS

During 2013, the Authority did not amend its General fund Budget. The final expenses were less than the budgeted expenses by \$65,365. Actual revenues were less than the final budgeted amounts by \$120,939.

ECONOMIC OUTLOOK – TAYLOR COUNTY, FLORIDA

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

Bull Shoals, Arkansas (August 30, 2012) – AMTEC Less-Lethal Systems, Inc. (ALS) has announced that it will relocate its headquarters and manufacturing operations from Bull Shoals, Arkansas to Taylor County, Florida. The new facility will include a training center for use by law enforcement, corrections and military personnel.

AMTEC Less-Lethal Systems, Inc., manufactures and distributes less-lethal products and services to domestic and international customers, as well as being a leading supplier of tactical and operational equipment.

The facility will feature state of the art manufacturing operations, warehouse and distribution capabilities with close proximity to major transportation hubs, as well as a stand-alone training facility. The training center will focus on providing less-lethal and tactical training and will include live-fire ranges, force-on-force training, a hostage rescue building, a corrections pod, a breaching façade, and full classroom facilities.

According to ALS President Rick Gardner, "This new facility will solidify our position as a leader in supplying quality less-lethal products, as well as premier training and services to the many men and women who support our communities in the law enforcement, corrections and military markets.

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

Taylor County's Enterprise Zone is being expanded to incorporate the three regional employment centers also known as "Mega Sites", and the Northern Mega Site is currently in the process of being certified. This will enable Taylor County to market globally. To assist in

launching a global outreach targeted marketing campaign TCDA has contracted with 310 Marketing. To date 310 has been in contact with over 600 companies on behalf of Taylor County and an ongoing teleconference schedule with chief executives from advanced engineering firms is enabling the organization to load its economic development prospect pipeline. During 2014, the organization plans to launch new outreach marketing collateral and target consulate generals offices in Miami, Atlanta, and targeted embassies in Washington D.C. Outreach marketing trips and campaigns may include: Germany, The Ukraine, Brazil, India, and Mexico. All leads generated from outreach marketing are entered in Salesforce by contact/prospect name, email address in order to facilitate bimonthly electronic touches. This new program will be implemented in January 2014.

The City of Perry has announced out-of-the box incentives for the historical downtown area. Coupled with increasing positive outlook with the economy, this becoming a substantial influence on shortening the length of time in developing of a robust and thriving downtown business district.

In order to heighten awareness of the organization to State, National, and international economic development organization, the organization has developed a new logo, a new brand, a new website, a new electronic newsletter and also a new Facebook page.

REQUESTS FOR INFORMATION

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

Taylor County Development Authority
103 East Ellis St.
Perry, Florida 32347
850-584-5627

Basic Financial Statements

TAYLOR COUNTY DEVELOPMENT AUTHORITY
STATEMENT OF NET POSITION
SEPTEMBER 30, 2013

	Governmental Activities
Assets	
Cash and cash equivalents	\$ 83,699
Prepays	2,722
Capital assets, net	<u>112,944</u>
Total assets	<u>199,365</u>
Liabilities	
Accrued expenses	\$ 162
Deferred revenue	<u>1,300</u>
Total liabilities	<u>1,462</u>
Net position	
Invested in capital assets	112,944
Unrestricted	<u>84,959</u>
Total net position	<u><u>\$ 197,903</u></u>

See accompanying notes to financial statements.

**TAYLOR COUNTY DEVELOPMENT AUTHORITY
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2013**

Functions / Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Assets
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities
Primary government:					
Governmental activities:					
Economic development	\$ (268,696)	\$ -	\$ 191,750	\$ -	\$ (76,946)
Total governmental activities	<u>\$ (268,696)</u>	<u>\$ -</u>	<u>\$ 191,750</u>	<u>\$ -</u>	<u>(76,946)</u>
General revenues					
Rental income					15,600
Investment interest and other revenues					882
Contributions					<u>782</u>
Total general revenues					17,264
Change in net position					(59,682)
Net position - beginning of the year					<u>257,585</u>
Net position - end of the year					<u>\$ 197,903</u>

See accompanying notes to financial statements.

**TAYLOR COUNTY DEVELOPMENT AUTHORITY
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2013**

	General Fund
<hr/>	
Assets	
Cash and cash equivalents	\$ 83,699
Prepays	2,722
Total assets	<u>\$ 86,421</u>
 Liabilities and Fund Balances	
Liabilities	
Accrued expenses	\$ 162
Deferred revenue	1,300
Total liabilities	<u>1,462</u>
Fund balances	
Non-spendable	
Prepays	2,722
Assigned to:	
Subsequent year's budget	30,000
Unassigned	52,237
Total fund balances	<u>84,959</u>
Total liabilities and fund balances	<u>\$ 86,421</u>

See accompanying notes to financial statements.

**TAYLOR COUNTY DEVELOPMENT AUTHORITY
RECONCILIATION OF THE BALANCE SHEET TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2013**

Total fund balances, governmental funds	\$ 84,959
---	-----------

Capital assets used in governmental activities are not financial resources and therefore are not reported in the fund financial statements.	112,944
--	---------

Total net position - governmental activities	<u>\$ 197,903</u>
--	-------------------

See accompanying notes to financial statements.

TAYLOR COUNTY DEVELOPMENT AUTHORITY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2013

	General Fund
Revenues	
Grants	\$ 191,750
Contributions	782
Rental income	15,600
Interest and other revenues	882
Total revenues	<u>209,014</u>
Expenditures	
Current:	
Economic development	264,588
Capital outlay	-
Total expenditures	<u>264,588</u>
Net change in fund balances	(55,574)
Fund balances, beginning of year	<u>140,533</u>
Fund balances, end of year	<u><u>\$ 84,959</u></u>

See accompanying notes to financial statements.

**TAYLOR COUNTY DEVELOPMENT AUTHORITY
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2013**

Net change in fund balances - governmental funds	\$ (55,574)
Depreciation on capital assets is not recognized in the fund financial statements but is reported as an expense in the Statement of Activities.	(4,108)
Change in net position of governmental activities	<u>\$ (59,682)</u>

See accompanying notes to financial statements.

**TAYLOR COUNTY DEVELOPMENT AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2013**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

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

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

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

Reporting Entity

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

**TAYLOR COUNTY DEVELOPMENT AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2013**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Reporting Entity - (continued)

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

The Authority did not participate in any joint ventures during fiscal year 2012-2013.

Basis of Presentation Government-wide and Fund Financial Statements

Governmental-wide Financial Statements

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

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

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

Fund Financial Statements

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

The Authority reports the following major governmental fund:

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

**TAYLOR COUNTY DEVELOPMENT AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2013**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

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

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

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

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

Assets, Liabilities, and Net Assets or Equity

Cash and Cash Equivalents:

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

TAYLOR COUNTY DEVELOPMENT AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2013

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Capital Assets:

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

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

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

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

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

Compensated Absences:

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

**TAYLOR COUNTY DEVELOPMENT AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2013**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Fund Equity:

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

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

Estimates:

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

NOTE 2 - STEWSRDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budgetary Information

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

1. Prior to September 1, the Authority Director submits to Taylor County and the Authority Board a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
2. Public meetings and workshops are conducted to obtain comments.
3. Prior to October 1, the budget is legally enacted through passage of a resolution.

**TAYLOR COUNTY DEVELOPMENT AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2013**

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

4. The Board adopts the budget resolution for the governmental funds. Annual budgets are adopted on a basis consistent with GAAP. The appropriated budget is prepared by fund, function and department. The Authority Director may make transfers of appropriations within a department. Expenditures may not legally exceed appropriations for each individual department.
5. All budget amounts presented in the accompanying financial statements may be adjusted for revisions of the annual budgets during the year. The effect of these revisions would be to reallocate funds within the budget, which did not cause an overall increase in the total budget. Appropriations, except open project appropriations, lapse at the end of the fiscal year. The Authority does not use the encumbrance method.

Compliance with Finance-Related Legal and Contractual Provisions

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

NOTE 3 – CASH AND CASH EQUIVALENTS

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

Deposits and Investments

Deposits - At year end, the book balance of the Authority's deposits was \$83,699, consisting of \$22,257 maintained in two checking accounts, \$9,330 deposited in the State Board of Administration of Florida's Local Government Surplus Trust Fund Investment Pool and \$52,112 in a Certificate of Deposit at a local bank.

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

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

**TAYLOR COUNTY DEVELOPMENT AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2013**

NOTE 4 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2013 was as follows:

	Primary Government			Ending Balance
	Beginning Balance	Additions	Reductions	
Governmental Activities:				
Non-depreciable assets:				
Land	\$ 80,713	\$ -	\$ -	\$ 80,713
Depreciable assets:				
Buildings	115,467	-	-	115,467
Equipment	42,123	-	-	42,123
	<u>238,303</u>	<u>-</u>	<u>-</u>	<u>238,303</u>
Less: Accumulated depreciation	121,251	4,108		125,359
Capital assets, net	<u>\$ 117,052</u>	<u>\$ (4,108)</u>	<u>\$ -</u>	<u>\$ 112,944</u>

NOTE 5 – OTHER INFORMATION

Risk Management

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

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

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

**TAYLOR COUNTY DEVELOPMENT AUTHORITY
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2013**

NOTE 6 - SUMMARY DISCLOSURE OF SIGNIFICANT CONTINGENCIES

Litigation

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

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

NOTE 7 - DEFINED BENEFIT PENSION PLAN

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

Chapter 121, Florida Statutes, establishes the authority for participant eligibility, contribution requirements, vesting eligibility and benefit provisions. For the period October 1, 2012 through September 30, 2013, the total payroll for all employees was \$117,375. The payroll for employees covered by the system was \$117,375.

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

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

During the 2012 – 2013 fiscal year, the System held no securities issued by the employer.

**TAYLOR COUNTY DEVELOPMENT AUTHORITY
BUDGET TO ACTUAL COMPARISON STATEMENT – GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2013**

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget Over / (Under)
Revenues				
Grants	\$ 243,500	\$ 243,500	\$ 191,750	\$ (51,750)
Contributions	-	-	782	782
Rental income	15,600	15,600	15,600	-
Interest and other revenues	-	-	882	882
Carryforward surplus	70,853	70,853	-	(70,853)
Total revenues	329,953	329,953	209,014	(120,939)
Expenditures				
Economic development:				-
Personnel cost	132,600	132,600	122,454	(10,146)
Insurance	8,100	8,100	6,034	(2,066)
Communications services	9,113	9,113	6,106	(3,007)
Marketing and promotions	54,603	54,603	49,531	(5,072)
Membership dues	3,815	3,815	2,935	(880)
Office expense	5,922	5,922	2,477	(3,445)
Postage	580	580	253	(327)
Travel and entertainment	6,000	6,000	1,461	(4,539)
Lodging	4,000	4,000	498	(3,502)
Legal and consulting fees	6,000	6,000	3,982	(2,018)
Accounting fees	4,000	4,000	2,700	(1,300)
Repairs and maintenance	6,000	6,000	1,494	(4,506)
Staff education	3,500	3,500	720	(2,780)
Data processing	7,200	7,200	977	(6,223)
Vehicle expense	8,000	8,000	7,773	(227)
Bank fees	150	150	-	(150)
Miscellaneous			-	-
Contingency	6,820	6,820	-	(6,820)
Projects/Grants	59,750	59,750	52,650	(7,100)
Sales tax			-	-
Board & annual meeting	1,000	1,000	723	(277)
Utilities	2,800	2,800	1,819	(981)
Capital outlay	-	-	-	-
Total expenditures	329,953	329,953	264,588	(65,365)
Excess (deficiency) of revenues over expenditures	-	-	(55,574)	(55,574)
Fund balance, beginning of year	-	-	140,533	140,533
Fund balance, end of year	\$ -	\$ -	\$ 84,959	\$ 84,959



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

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

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the Taylor County Development Authority, as of and for the year ended September 30, 2013, which collectively comprise the Authority's basic financial statements and have issued our report thereon dated December 9, 2013. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

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

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

A material weakness is a significant deficiency, or a combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the Taylor County Development Authority's internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

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

We noted certain matters that we reported to management of the Taylor County Development Authority in a separate letter dated December 9, 2013.

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

Barzana & Associates PA

Barzana & Associates, P.A.

Tampa, Florida
December 9, 2013



MANAGEMENT LETTER

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

We have audited the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Taylor County Development Authority (hereinafter referred to as the "Authority") as of and for the fiscal year ended September 30, 2013, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated December 9, 2013, which includes an emphasis of a matter paragraph.

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

In addition, we have issued our Report on Internal Control over Financial Reporting and Compliance and Other Matters dated December 9, 2013. Disclosures in that report should be considered in conjunction with this management letter.

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

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

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

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

Barzana & Associates PA

Barzana & Associates, P.A.

Tampa, Florida
December 9, 2013

REPORT TO MANAGEMENT

I. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

2012 - 01 MAINTAIN FIXED ASSET RECORDS

2011 - 01 MAINTAIN FIXED ASSET RECORDS

Current Status: Cleared

2012 - 02 ACCOUNTING POLICIES AND PROCEDURES

2011 - 02 ACCOUNTING POLICIES AND PROCEDURES

Current Status: Cleared.

2012 - 03 BUDGET

2011 - 03 BUDGET

Current Status: Cleared.

2012 - 4 INVESTMENT POLICY

2011 - 4 INVESTMENT POLICY

Current Status: Cleared.

REPORT TO MANAGEMENT(CONTINUED)

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

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

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

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2012, except as noted above.

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

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

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

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2013, except as disclosed above.

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

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2013.

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

- a. Violations of provisions of contracts or grant agreements, fraud, illegal acts, or abuse.
- b. Deficiencies in internal control that are not significant deficiencies.

There were no such matters discovered by, or that came to the attention of, the auditor, that were inconsequential required to be reported for the fiscal year ended September 30, 2013, except as disclosed above.

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

REPORT TO MANAGEMENT(CONTINUED)

7. The financial report filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes agrees with the September 30, 2013 financial audit report.
8. The Authority has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.
9. We applied financial condition assessment procedures pursuant to Rule 10.556(7) and no deteriorating financial conditions were noted. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



2014 Letter of Commitment for North Florida Economic Development Partnership(NFEDP) Rural Development Grant

Meeting Date:

December 17, 2013

Statement of Issue: The Taylor County Development Authority (TCDA) requests that the Taylor County Board of County Commissioners (BOCC) submit a letter of commitment for NFEDP Rural Development Grant

Recommendation: BOCC appoint two members to the TCDA board of directors

Fiscal Impact: \$ n/a **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

Submitted By: Taylor County Development Authority

Contact: Scott Frederick or Lavonne Taylor

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The purpose of the 2014 NFEDP Rural Development Grant is to provide support for those rural communities attempting to establish and sustain regional economic development opportunities.

Options:

1. _____
2. _____

Attachments:

1. Sample 2014 letter of commitment for North Florida Economic Development Partnership (NFEDP) Rural Development Grant
2. Taylor County BOCC 2013 letter of commitment for NFEDP Rural Development Grant



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

December 17, 2013

Alex McCoy, Chairman
North Florida Economic Development Partnership
3200 Commonwealth Blvd.,
Suite B
Tallahassee, FL 32303

Dear Mr. McCoy:

On behalf of the Taylor County Board of County Commissioners, this letter is being sent to you in support of the North Florida Economic Development Partnership (NFEDP) and its Regional Rural Development Grant applications being submitted to the Department for Economic Opportunity to benefit the economic development and growth of North Florida.

Taylor County has been a member of the NFEDP since the inception of the Partnership and continues to support its growth and successes through participation and our per capita membership dues which have already been approved, processed, and forwarded to the NFEDP offices. We anticipate continued progress, not only for Taylor County, but for all of the 14 counties comprising the North Central Florida Rural Area of Critical Economic Concern (RACEC) and are pleased to participate in an active role in this growth.

Sincerely,

Malcolm Page
Chairman
Taylor County Board of County Commissioners

District No. 1 - Ronald Williams
District No. 2 - Rusty DePratter
District No. 3 - Bucky Nash
District No. 4 - Stephen E. Bailey
District No. 5 - Scarlet P. Frisina

BOARD OF COUNTY COMMISSIONERS • COLUMBIA COUNTY



November 22, 2013

Alex McCoy, Chairman
North Florida Economic Development Partnership
3200 Commonwealth Blvd., Suite B
Tallahassee, FL 32303

Dear Mr. McCoy,

On behalf of the Columbia County Board of County Commissioners, this letter is being sent to you in the support of the North Florida Economic Development Partnership (NFEDP) and its Regional Rural Development Grant applications being submitted to the Department for Economic Opportunity to benefit the economic development and growth of North Florida.

Columbia County has been a member of the NFEDP since its inception of the Partnership and continues to support its growth and successes through participation and our per capita membership dues which have already been approved, processed, and forwarded to the NFEDP offices. We anticipate continued progress, not only for Columbia County, but for all of the 14 counties comprising the North Central Florida Rural Area of Critical Economic Concern (RACEC) and are pleased to participate in an active role in this growth.

Sincerely,

A handwritten signature in black ink that reads "Stephen E. Bailey". The signature is written in a cursive, flowing style.

Stephen E. Bailey, Chairman
Columbia County Board of County Commissioners

CC: Columbia County Economic Development Department

BOARD MEETS FIRST THURSDAY AT 7:00 P.M.
AND THIRD THURSDAY AT 7:00 P.M.



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

March 4, 2013

Allen Cherry, Chairman
North Florida Economic Development Partnership
%NFEDP
3200 Commonwealth Blvd., Suite B
Tallahassee, FL 32303

Dear Mr. Cherry:

On behalf of the Taylor County Board of County Commissioners, this letter is being sent to you in support of the North Florida Economic Development Partnership (NFEDP) and its 2013 Regional Rural Development Grant application being submitted to the Department for Economic Opportunity to benefit the economic development and growth of North Florida.

Taylor County has been a member of the NFEDP since the inception of the Partnership and continues to support its growth and successes through participation and our per capita membership dues which have already been approved, processed, and forwarded to the NFEDP offices. We anticipate continued progress, not only for Taylor County, but for all of the 14 counties comprising the North Central Florida Rural Area of Critical Economic Concern (RACEC) and are pleased to participate in an active role in this growth.

Sincerely,

A handwritten signature in cursive script that reads "Malcolm V. Page".
~~Pam Feagle~~ *malcolm page*
~~Chair~~ *VICE CHAIR*
Taylor County Board of County Commissioners

20

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Meeting Date:

Statement of Issue: 415 Port Hay lease

Recommendation: _____

Fiscal Impact: \$ _____ Budgeted Expense: Yes ☐ No ☐ N/A ☐

Submitted By: Walter Rowell 584-4516

Contact: Walter Rowell

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: _____

Options:

1. _____
2. _____

Attachments:

1. _____
2. _____

MALCOLM PAGE
District 1

MARK WIGGINS
District 2

LONNIE HOUCK
District 3

RUDOLPH PARKER
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

(850)

CONRAD C. BISHOP, JR.,

County Attorney
Post Office Box 167
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2433 Fax

THIS CONTRACT, made the _____

2009.

Between TAYLOR COUNTY, hereinafter

Walter R.

Hereinafter called the CONTRACTOR
consideration stated herein agree as follows:

for the

1. **SCOPE OF WORK.** The Contractor
with the specifications of the County and
Contract in connection with the following:

**"THE SALE, HARVESTING AND
PERRY/FOLEY AIRPORT."**

The eighty(80) acre \pm field at the Perry

Hay is typically harvested in early June
weather permits. It is the successful bidder's

Field can be inspected (See Attachment)
Clay Olson at the County Extension Office

Additional information on the hay field

Clay Olson, County Extension Director
Taylor County Extension Office
203 Forest Park Drive
Perry, FL 32348

Successful bidder will provide fertilizer requirements for the crop at the rate of fertility 80 lbs N, 100 lbs K, with micro nutrient (Cu) at each hay cutting. Weight tickets for fertilizer and fertilizer tag will be provided to the County Extension Director for files upon each fertilization. Non-compliance with these requirements is grounds for contract termination.

Successful bidder will supply four weight tickets for each cutting loaded and tare weight during the harvest season to verify hay yields. One trailer from each harvest of square and/or round bales will serve as weight to determine price per bale.

*Please complete
have my Rowell
sign &
return original
to me.
Thanks,
Sandra*

at accordance
this

Y AT THE

ly October as
square bales.

I. by contacting

ig:

Successful bidder will provide weed control at rate and times to maintain or improve stand purity. Bidder will have all materials and rates and application technologies approved by County Extension Director prior to application. Non-compliance with these requirements is grounds for contract termination.

Bid will be awarded according to maximum revenue generated for the county.

Payment for crop year will be due by January 30 of the following year. \$.003 per dry pound.

2009 crop year due 1/30/10
2010 crop year due 1/30/11
2011 crop year due 1/30/12
2012 crop year due 1/30/13
2013 crop year due 1/30/14

This agreement will be for a period of five(5) years.

Renegotiation of bale and round roll price paid the County can occur upon lease renegotiation. Both parties agree to negotiate in good faith and to the mutual benefit of both parties.

If for some reason the successful bidder is unable to harvest hay during the entire season and no bales are harvested, there will be a \$50 per acre payment to the County in lieu of a bale harvest (\$4,000) per annum.

Successful bidder has 30 days to provide proof of liability insurance according to County Policy.

As previously stated, bales will be weighed at the beginning of each harvest and bid at price per pound of dry hay will be applied to each bale size (round & square) to determine amount owed the County.

Please carry price per pound of dry hay harvested (bid price) to three(3) decimal places.

Weight tickets must be provided to Airport Manager.

Hay needs to be removed from the field within 30 days bailing.

2. **THE CONTRACT PRICE.** Successful Bidder shall pay to the County for the performance of this Contract, subject to any additions or deductions provided therein, by Cashier's check payable to the Clerk of Courts.
3. **PRESERVATION OF PROPERTY.** The Contractor shall preserve from damages all property associated with or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.
4. **HOLD HARMLESS AND INSURANCE.** To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, Agents or Employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this Agreement by the Contractor, its subcontractors, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its Subcontractors, Agents or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its Officers, Agents or Employees.
5. **GENERAL LIABILITY INSURANCE.** The Contractor shall maintain general liability insurance of at least \$1,000,000.00, holding the County harmless for Contractor's negligence, **and list the County as additionally insured under the Contractor's coverage.**
6. **WORKERS' COMPENSATION INSURANCE.** The Contractor shall provide Worker's

Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation law for all of its employees or exemption certificate.

7. **COMPONENT PARTS OF THIS CONTRACT.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.

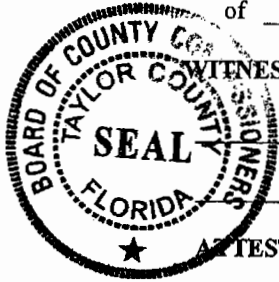
- (a) Bid Specification and Details
- (b) The Contractor's Proposal
- (c) This Instrument

In the event that any provision in any of the above component parts, the provision in the component list enumerated above shall govern over any other component part, which follows it numerically except as may be otherwise specifically stated.

8. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any correspondence or questions regarding this project: **CLAY OLSON, TAYLOR COUNTY EXTENSION OFFICE, 203 FOREST PARK DRIVE, PERRY, FLORIDA 32348 TELEPHONE (850)838-3508.**

9. **LITIGATION.** If any litigation arises out of this Contract, venue of all such cases shall be in Taylor County, Florida, and the prevailing party is entitled to reasonable attorney fees and costs.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument, as of the 18th day of August, 2009.



WITNESS:

TAYLOR COUNTY

Rudolph Parker
Chairman

ATTEST:

Annie Mae Murphy
Annie Mae Murphy
Clerk of Courts

WITNESSES:

CONTRACTOR:

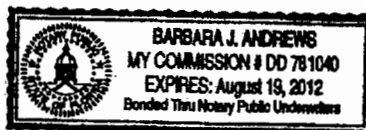
Kristina Bethea Mosley

Walter Rowley
Signature

STATE OF FLORIDA
COUNTY OF TAYLOR

THIS FOREGOING INSTRUMENT was acknowledged before me this 2nd day of September, 2009, who is personally known to me and who did not take an oath.

Barbara J. Andrews
NOTARY PUBLIC
My Commission Expires: 8/19/12



**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT
SUBGRANT FORMS and REQUIREMENTS**

Quarterly Financial History Report/ Status Report (Form 1 and Form 2):

1. These reports must be completed in full on a quarterly basis. **These are required reports and must be submitted no later than 30 days after the end of each period of the program year in order to be considered in compliance with the terms of the contract.**
2. These reports are to include, but not be limited to, the work that has been completed, the work in progress and the timeline of the work left to be completed. If any delays from the original timeline have occurred, specify the reason and revise the completion timeline.
3. If expenditures do not occur during the time frame given, a complete explanation should be given on Form 1 and 2.

Reimbursement Request (Form 3) and Detail of Claims (Form 4):

1. These forms are to be filed as needed. Complete Reimbursement Request by entering all information needed for reimbursement.
2. The Detail of Claims form must accompany the Reimbursement Request form, along with the Budget Detail Worksheet.
3. The Reimbursement Request form must be signed by the contract manager or someone with equal authority.
4. Claims are to be submitted to the following address:

DIVISION OF EMERGENCY MANAGEMENT
FINANCE AND ADMINISTRATION
DHS GRANTS UNIT
Attn: (Grant Manager's name)
2555 SHUMARD OAK BOUEVARD
TALLAHASSEE, FLORIDA 32399-2100

Close Out Report - (Form 5):

1. Close Out Reports are due as soon as the final payment has been made and all final expenditures have occurred.
2. The agreement cannot be considered closed until the Close Out Report has been received.

Documentation of project expenditures:

1. Grantees must maintain documentation of expenditures for a minimum period of five years following the close of project/program operations unless audits require a longer period of time.
2. Grantees should maintain a financial file with copies of back-up documentation for all paid project/program expenditures made by the grantee during the grant period. Documentation of expenditures against the program will be reviewed and verified during on-site monitoring visits or when necessary by the DEM staff. Acceptable documentation includes copies of purchase orders and paid vouchers, paid invoices or cancelled checks, payroll vouchers, journal transfers, etc. These documents should be submitted when requesting reimbursement.
3. In order to document hours worked on the program by permanent or temporary staff, the grantee may use its own time and attendance forms.
4. All claims for reimbursement of expenditures must be submitted on the approved DEM financial reporting forms. Claims not submitted on the proper form cannot be processed and will be returned for corrections.

21

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



BOCC Regular Board Meeting

Meeting Date:

December 17, 2013

Statement of Issue: The Taylor County Development Authority (TCDA) requests that the Taylor County Board of County Commissioners (BOCC) appoint two members of the community to serve two-year terms as directors of TCDA Board of Directors.

Recommendation: BOCC appoint two members to the TCDA board of directors

Fiscal Impact: \$ n/a **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

Submitted By: Taylor County Development Authority

Contact: Scott Frederick or Lavonne Taylor

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: _____

Options: 1. _____
2. _____

Attachments: 1. Applications for Rick Gardner and John Gentry
2. _____



NORTH FLORIDA'S RISING STAR

The Taylor County Development Authority (TCDA) requests that the Taylor County Board of County Commissioners (BOCC) appoint two members of the community to serve two-year terms as directors of TCDA Board of Directors.

The TCDA Board is comprised of seven members, two of which are the chairman of the BOCC and the Mayor of the City of Perry. The City of Perry appoints one of the five at-large directors, while the county commission appoints the remaining four.

The City of Perry appointed Jim Bassett for a two-year term, which will expire at the end of 2014.

The two outgoing TCDA directors are Fred Morgan and Thomas Demps

The TCDA advertised the openings in the local paper November 20-29, 2013. We received three responses from Rick Gardner, President, AMTEC Less-Lethal Systems, John Gentry, P.E., and Thomas Demps, outgoing TCDA board member.

The TCDA thanks the BOCC for their attention to our Board of Directors.

Sincerely,

Scott Frederick
Director of Economic Development

RESUME
Of
JOHN K. GENTRY, JR., P.E.

EDUCATION:

B.S.E –Engineering (Structures, Materials and Fluids), University of South Florida, 1971

PROFESSIONAL QUALIFICATIONS AND EXPERIENCE

Over his 30 + year career in engineering Mr. Gentry has held the following positions.

- **President, Coastal Resources Engineering LLC, Perry, Florida:**
- **General Manager Taylor Coastal Water & Sewer District, Keaton Beach, Florida:**
- **Environment Resource Management Officer, City of Tallahassee, Tallahassee, Florida:**
- **Vice President, GeoSolutions, Inc., Tallahassee, Florida:**
- **Deputy Division Director, Florida Department of Environmental Protection, Tallahassee, Florida:**
- **Professional Engineer Administrator, Florida Department of Environmental Protection, Tallahassee, Florida:**
- **Assistant City Engineer, City of Tallahassee, Tallahassee, Florida:**

AREAS OF EXPERTISE

Mr. Gentry's education and experience are focused on the following areas of engineering:

- Structural design of residential and commercial structures in the high-wind zone.
- Site design including stormwater modeling and management facilities.
- Design of water, wastewater and stormwater utility systems.
- Roadway design.
- Construction inspection and management.

ADDITIONAL TRAINING AND CERTIFICATIONS:

Mr. Gentry has received the following additional training and certifications:

- Financial Planning, FSU, 1999, 30 CPE hrs
- Stormwater Erosion and Sediment Control, FDEP, 2000, 8 hrs. (Certified stormwater management facility inspector #1253)
- Wind Load Calculations and Other Wind Issues, FBC, 2005, 7 hrs.
- Advanced Wind Load Calculations and Other Wind Issues, FBC, 2007, 7 hrs.
- Design of Low-Impact Developments UF, 2009, 8 hrs.

PROFESSIONAL REGISTRATIONS:

Professional Engineer, Florida #16990, Georgia #20135 (Inactive)
Stormwater Management Facility Inspector #125

**AMTEC Less-Lethal Systems, Inc.****4700 Providence Road, Perry, FL 32347****BIO For****Richard Gardner, President
AMTEC Less-Lethal Systems, Inc.**

Mr. Gardner has twenty-five years of professional experience working within the U.S. Government Department of Defense business environment. He started this segment of his career in the mid 1980's working as a Proposal Administrator for Hercules Aerospace Company, Allegany Ballistics Laboratory (ABL) located in Rocket Center, West Virginia. ABL was one of three premier tactical propulsion rocket motor producers including missile programs such as TOW, Hellfire, BRIMSTONE, AMRAAM, and Sparrow. He spent 10 years with ABL and his career progression included Manager of Contract Administration, Strike Systems Division Business Manager, and Director of Business Development.

He left ABL in 1999 to join Martin Electronics, Inc. (MEI), a privately held company, as Director of Business Development. In May of 2001 he was named President & General Manager of MEI with full leadership and management responsibility reporting to the Board. He led this 275 employee business from near collapse to an acquisition target worth \$70M to the private shareholders under the acquisition by Chemring Group PLC in August of 2008. During his three years as President of Chemring Ordnance he led the transition from the pre-acquisition, privately owned small business culture of MEI to the multi-national, large business of Chemring Group PLC. Major accomplishments included establishing a significant R&D function, overseeing ISO 14001 Environmental Management System and ISO 18001 OSHAS Safety & Health Management certifications, and leading the APOBS Proposal Capture effort.

Mr. Gardner led the due diligence acquisition process of ALS Technologies, Inc., a privately held Less Lethal product manufacturer located in the Arkansas Ozark Mountains for AMTEC Corporation during 2011 and was named President of AMTEC Less-Lethal Systems, Inc. (ALS) upon closure of the acquisition in November 2011. ALS is a full line producer of less lethal munitions to the Law Enforcement, Military, Corrections and International markets. His recent efforts have been focused on implementing an ISO 9001:2008 Quality Management System, improving operating controls and efficiencies within the Arkansas operation and overseeing the construction and startup of the new manufacturing and training facilities north of Perry, Florida.





NORTH FLORIDA'S RISING STAR

Chairman Malcolm Page
Administrative Complex
201 East Green
Perry, FL 32347

December 11, 2013

Dear Chairman Page,

Mr. Thomas Demps has requested TCDA to submit this document, on his behalf, indicating that he wishes to be considered for the 2014 TCDA Board of Directors.

With sincere regards,

Scott Frederick
Director

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

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 Form

Date: DECEMBER 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.

TCDA BOARD OF DIRECTORS

Applicant Name:	Rank Applicants 1-3
JOHN K. GENTRY	
RICHARD GARDNER	
THOMAS DEMPS	

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: DECEMBER 17, 2013

Board/Committee: TCDA BOARD OF DIRECTORS

Candidate	Feagle	DeVane	Page	Patterson	Moody	Total
JOHN K. GENTRY						
RICHARD GARDNER						
THOMAS DEMPS						

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.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

BOARD TO CONSIDER APPROVAL OF THE FDOT SMALL COUNTY OUTREACH PROGRAM (SCOP) REIMBURSEMENT AGREEMENT FOR THE WIDENING & RESURFACING OF ROBERTS AMAN ROAD (CR 361B) AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIRMAN.

MEETING DATE REQUESTED:

December 17, 2013

Statement of Issue:

The Florida Department of Transportation (FDOT) has approved funding the widening and resurfacing Roberts Aman Road (CR 361B) from a point just East of Joel Aman Road to Johnson Stripling Road in an amount not to exceed \$369,949.00.

Recommended Action:

The Board of County Commissioners should accept and approve the SCOP Reimbursement Agreement to widen and resurface Roberts Aman Road (CR 361B) from East of Joel Aman Road to Johnson Stripling Road (CR 361). Additionally, the Board should pass a Resolution authorizing execution of the agreement by the Chairperson.

Fiscal Impact: FISCAL YR 2013/14 - \$369,949

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Taylor County has elected to participate in the Florida Department of Transportation's Small County Outreach Program (SCOP). Under this program the County receives funding to widen and resurface previously State-owned roadways. In exchange for this funding, the County is responsible for executing a reimbursement agreement that outlines responsibilities, project milestones and reimbursement amounts for the proposed project. Such agreement must be executed by the Board of County Commissioners and FDOT along with a resolution that specifically authorizes the Chairperson to execute the agreement on behalf of the County Commission.

On October 1, 2007, the Board of County Commissioners approved a Small County Outreach Program agreement with the Florida Department of Transportation to provide \$686,136.00 for the widening and resurfacing of Roberts Aman Road (CR 361B). On August 17, 2010, the Board received bids for the roadway project that more than exceeded both the remaining available FDOT funding and the local District IV Secondary Road Improvement fund. Therefore, Staff worked with the lone bidding

Contractor (Anderson Columbia) to reach an agreement to complete as much of the project as possible with the remaining monies available. With an agreement reached and construction underway, FDOT and the Board executed Supplemental Agreement No. 1 to reduce the full length project limits to just past Joel Aman Road. The current SCOP Agreement is intended to fund the remaining portion of the original project.

Staff recommends that the Board approve the proposed SCOP Reimbursement Agreement to receive funding from FDOT to widen and resurface the remaining portion of Roberts Aman Road (CR 361B) from just East of Joel Aman Road to Johnson Stripling Road (CR 361). This agreement will provide \$369,949.00 that will be used to offset the cost of the proposed improvements. In addition to approving the agreement, the Board must also adopt a resolution authorizing the Chairperson of the Board of County Commissioners to enter into the agreement. A certified copy of the resolution must be returned with the signed agreement to FDOT.

Options:

- 1) Accept and approve the Reimbursement Agreement and pass a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Reimbursement Agreement and state reasons for such denial.

Attachments:

SCOP Reimbursement Agreement No. 1
Resolution



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

1109 South Marion Avenue
Lake City, FL 32025-5874

**ANANTH PRASAD, P.E.
SECRETARY**

November 13, 2013

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

**Subject: Small County Outreach Program
CR 361 (Robert Aman Road)
from East of Joel Aman Road to CR 361
Financial Project ID: 430692-1-58-01**

Dear Chair Feagle:

Enclosed are three (3) copies of the Small County Outreach Program Agreement for the subject project. Your assistance is requested to secure execution by the Taylor County Board of County Commissioners.

In addition to executing the attached Agreement, a resolution must be adopted and a certified copy attached to each copy of the Agreement.

Your assistance in securing execution as soon as possible is appreciated. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7533.

Sincerely,

Kathy Thomas, P.E.
District Two Program Management Engineer

KT:ke
Enclosures

CC: Mr. Jack Brown, Taylor County Coordinator
Mr. Kenneth Dudley, P.E., Director of Engineering
www.dot.state.fl.us

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SMALL COUNTY OUTREACH PROGRAM AGREEMENT
(Project Administered by County)

Financial Project No.: **430692-1-58-01**
Catalog of State Financial Assistance No.: 55009

This Small County Outreach Program Agreement (this "Agreement") is made this _____ day of _____, 20____ between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and Taylor County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

WITNESSETH

WHEREAS, the DEPARTMENT has the authority, under Section 334.044(7), Florida Statutes, to enter into this Agreement; and

WHEREAS, the Small County Outreach Program has been created within the DEPARTMENT pursuant to Section 339.2818, Florida Statutes, to provide funds to counties to assist small counties in resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2818, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance, under Financial Project No. **430692-1-58-01**, for widening and resurfacing of CR 361 (Robert Aman Road) from East of Joel Aman Road to CR 361 in Taylor County, Florida, hereinafter referred to as the "PROJECT," in accordance with Section 339.2818, Florida Statutes; and

WHEREAS, the COUNTY by Resolution No. _____ dated the _____ day of _____, 2013, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or County Manager to enter into this Agreement.

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

1. SERVICES AND PERFORMANCE

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT shall consist of the actions and services described in **Exhibit A**, attached hereto and made a part hereof. The scope of work shall clearly establish the tasks to be performed pursuant to Section 215.971, Florida Statutes.

B. The COUNTY shall be responsible for the construction of the PROJECT in accordance with all applicable federal, state and local laws, rules and regulations, including COUNTY'S standards and specifications. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the COUNTY'S standards and specifications.

C. The DEPARTMENT will be entitled at all times to be advised, upon request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT.

D. The DEPARTMENT must approve any consultant and/or contractor scope of services prior to advertising by the COUNTY. The DEPARTMENT'S approval must be obtained before selecting any consultant and/or contractor for the PROJECT. The COUNTY must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.

E. The COUNTY shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

F. The COUNTY shall not sublet, assign or transfer any work under this Agreement without prior written consent of the DEPARTMENT.

G. The COUNTY shall require quantifiable units of deliverables pursuant to Section 215.971, Florida Statutes. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating successful completion of each deliverable.

H. Notices under this Agreement shall be in writing and shall be considered effective upon delivery by United States mail, facsimile, or overnight courier to the individuals listed below as follows:

TO DEPARTMENT:

TO COUNTY:

Kim Evans, Local Programs Coordinator
Program Management – MS 2014
1109 South Marion Avenue
Lake City, Florida 32025-5874

The Honorable Pam Feagle, Chair
Taylor County BOCC
Post Office Box 620
Perry, Florida 32348

2. TERM

A. The COUNTY shall commence the PROJECT activities subsequent to the execution of this Agreement and shall be performed in accordance with the following schedule:

- i) Design to be completed on or before June 30, 2014.
- ii) Construction contract to be let on or before December 31, 2014.
- iii) Construction to be completed on or before June 30, 2015.

B. The COUNTY agrees to complete the PROJECT on or before **June 30, 2015**. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the PROJECT. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the DEPARTMENT.

C. This Agreement shall not be renewed. Any extension which shall be for no more than six (6) months shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

3. COMPENSATION AND PAYMENT

A. The DEPARTMENT will fund 75% of the estimated cost of the PROJECT. The total estimated project cost is Three hundred sixty nine thousand, nine hundred forty nine dollars (**\$369,949.00**). If the construction contract bid awarded by the COUNTY exceeds the construction estimate, the DEPARTMENT will participate in 75% of the bid up to 110% of the construction estimate. The COUNTY agrees to bear all expenses in excess of the DEPARTMENT'S participation.

B. The COUNTY shall submit one invoice (3 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager, at the address stated in Paragraph 1.G for approval and processing:

- ☐ monthly,
- ☒ quarterly,
- ☐ once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

C. The COUNTY'S matching participation is in the form of:

- ☐ Funds equal to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation.
- ☒ In-kind services equivalent to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation as detailed in **Exhibit B**.
- ☐ Combination of funds and in-kind services equivalent to 25% of the project costs plus the remaining portion of the accepted bid amount exceeding the DEPARTMENT'S participation as detailed in Exhibit N/A.

D. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S Comptroller under Section 334.044 (29), Florida Statutes. Any provisions for an advance payment are provided in Exhibit N/A, attached hereto and made a part of this Agreement.

E. In the event the COUNTY proceeds with the design, construction and construction engineering inspection services ("CEI") of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead). All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the DEPARTMENT'S Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes.

F. The DEPARTMENT shall have the right to retain out of any payment due the COUNTY under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the COUNTY on any other Agreement between the COUNTY and the DEPARTMENT.

G. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the project.

H. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the Florida Department of Transportation - Program Management Office has 10 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Florida Department of Transportation - District Two Financial Services Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

I. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

J. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state Agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the COUNTY'S general accounting records and the project records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the

project, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

L. In the event this contract for services is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated: "The DEPARTMENT [Department of Transportation], during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

M. The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

N. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

O. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

4. INDEMNITY AND INSURANCE

A. The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents or employees."

B. **LIABILITY INSURANCE:** The COUNTY shall carry or cause its contractor/consultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the agreement, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction (2010), as amended.

C. **WORKER'S COMPENSATION:** The COUNTY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

5. COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

6. COMPLIANCE WITH FLORIDA SINGLE AUDIT ACT

A. The administration of funds awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT as described in this section.

B. **MONITORING.** In addition to reviews of audits conducted in accordance with U.S. Office of Management and Budget ("OMB") Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but are not limited to, on-site visits by DEPARTMENT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the COUNTY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the COUNTY is appropriate, the COUNTY agrees to comply with any additional instructions provided by the DEPARTMENT staff to the COUNTY regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT'S Office of Inspector General ("OIG") and Florida's Chief Financial Officer ("CFO") or Auditor General.

C. **AUDITS.** Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes) are to have audits done annually using the following criteria:

- i. In the event that the COUNTY expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year, the COUNTY must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the COUNTY shall consider all sources of State financial assistance, including State financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State Financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
- ii. In connection with the audit requirements addressed in paragraph 6.C.i, the COUNTY shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental agencies) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. If the COUNTY expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not

required. However, if the COUNTY elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from the COUNTY's resources obtained from other than State entities).

- iv. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

D. OTHER AUDIT REQUIREMENTS. The COUNTY shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

E. REPORT SUBMISSION.

- i. Copies of financial reporting packages required by paragraph 6.C of this agreement shall be submitted by or on behalf of the COUNTY directly to each of the following:

- a. The DEPARTMENT at each of the following addresses:

**Jordan L. Green, P.E., Rural Area Transportation Development Engineer
PLEMO Department - MS 2007
1109 South Marion Avenue
Lake City, Florida 32025-5874**

- b. The Auditor General's Office at the following address:

**Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450**

- ii. Copies of reports or the management letter required by Paragraph 6.D of this Agreement shall be submitted by or on behalf of the COUNTY directly to:

- a. The DEPARTMENT at each of the following addresses:

**Jordan L. Green, P.E., Rural Area Transportation Development Engineer
PLEMO Department - MS 2007
1109 South Marion Avenue
Lake City, Florida 32025-5874**

- iii. Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- iv. The COUNTY, when submitting financial reporting packages to the DEPARTMENT for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the COUNTY in correspondence accompanying the reporting package.

F. **RECORD RETENTION.** The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The COUNTY shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

7. TERMINATION AND DEFAULT

A. This Agreement may be terminated by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors. This Agreement may be canceled by the COUNTY upon sixty (60) days written notice to the DEPARTMENT.

B. If the Agreement is terminated before performance is completed, the COUNTY shall be paid 75% of the work satisfactorily performed for which costs can be substantiated. Within **90** days, the COUNTY shall refund to the DEPARTMENT the amount of payment received for the PROJECT which exceeds 75% of the COUNTY'S costs for the portion of the PROJECT completed.

C. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the DEPARTMENT.

D. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

E. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement.

8. MISCELLANEOUS

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party not a party to this Agreement.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida, or as otherwise agreed to by the parties.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on its behalf this _____ day of _____, _____, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number _____ of the Board on the _____ day of _____, _____, and the DEPARTMENT has executed this Agreement through its District Secretary for District 2, Florida Department of Transportation, this _____ day of _____, _____.

TAYLOR COUNTY, FLORIDA

ATTEST: _____ (SEAL)
CLERK.

BY: _____
CHAIRMAN, BOARD OF
COUNTY COMMISSIONERS

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____ (SEAL)
EXECUTIVE SECRETARY

BY: _____
DISTRICT SECRETARY
DISTRICT TWO

District Construction/Maintenance
Engineer Approval:

Legal Review:

Availability of Funds
Approval:

(Date)

EXHIBIT 1

FEDERAL and/or **STATE** resources awarded to the COUNTY pursuant to this agreement should be listed below. If the resources awarded to the COUNTY represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the COUNTY represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the COUNTY to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
FDOT	55.009 – Small County Outreach Program (SCOP)	\$369,949.00

Compliance Requirements

1. Allowed: per F.S. 339.2818, Department of Transportation-approved roadway projects involving repairing or rehabilitating county bridges, paving unpaved roads, addressing road-related drainage improvements, resurfacing or reconstructing county roads or in constructing capacity or safety improvements to county roads. All projects funded under this section shall be included in the department's work program developed pursuant to F.S. 339.135.
2. Per F.S. 339.2818, any county that has a population of 150,000 or less as determined by the most recent official estimate pursuant to F.S. 186.901.
3. Per F.S. 339.2818, the department shall fund 75 percent of the cost of projects on county roads funded under the program. The county's 25 percent share can be funds or in-kind services. Waiver-eligible counties may request, from the Department, a waiver of this match as part of the Rural Economic Development Initiative (REDI).

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit A be provided to the COUNTY.

Financial Project No.:430692-1-58-01
Catalog of State Financial Assistance No.: 55009

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and the Taylor County Board of County Commissioners dated

PROJECT LOCATION:

The project is referred to as the widening and resurfacing of CR 361 (Robert Aman Road) from east of Joel Aman Road to CR 361 in Taylor County, Florida.

PROJECT DESCRIPTION:

The project consists of widening and resurfacing the existing roadway as follows:

- Development of design plans;
- Bid and award;
- Construction;
- Construction Engineering and Inspection

AGENCY RESPONSIBILITIES:

The Agency is required to provide a copy of the design plans for the Department's file.

If Right-of-Way activities become apparent, begin coordination with the Department at once.

The Department's maximum participation is not to exceed **\$369,949.00**.

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of the Supplemental Agreement.

The Honorable Pam Feagle, Chair Taylor County BOCC 201 E. Green Street Post Office Box 620 Perry, Florida 32348	SMALL COUNTY OUTREACH PROGRAM (SCOP) SCHEDULE OF FUNDING EXHIBIT "B"	Financial Project ID: 430692-1-58-01
		Contract Number:

PROJECT DESCRIPTION

Name: CR 361 (Robert Aman Road)

Length N/A

Termini: from east of Joel Aman Road to CR 361

Description of Work: Widening and Resurfacing

TYPE OF WORK By Fiscal Year	(1) TOTAL PROJECT ESTIMATE FUNDS (100%)	(2) AGENCY FUNDS (%)	(3) STATE & FEDERAL FUNDS (100%)
Design <u>2008-2009</u> <u>2009-2010</u> <u>2010-2011</u> Total Design Cost	 	 	
Right of Way <u>2008-2009</u> <u>2009-2010</u> <u>2010-2011</u> Total Right of Way Cost	 	 	
Construction <u>2009-2010</u> <u>2010-2011</u> <u>2011-2012</u> <u>2012-2013</u> <u>2013-2014</u> Total Construction Costs	 \$ 369,949.00 \$ 369,949.00	 	 \$ 369,949.00 \$ 369,949.00
Construction Engineering and Inspection <u>2013-2014</u> <u>2014-2015</u> <u>2015-2016</u> <u>2016-2017</u> Total Construction Costs	 	 	
Total Cost of Project	\$ 369,949.00		\$ 369,949.00

The Department's fiscal year begins on July 1. The Department will notify the Agency, in writing, when funds are available. The Small County Outreach Program project (SCOP) statutory percentage is 75/25% as outlined in Section 339.2818, Florida Statutes. The SCOP allows for the County's 25% participation to be accomplished through payment of funds or in-kind services. However, Taylor County is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver for purposes of waiving the required 25% participation requirement outlined in Florida Statutes 339.2818. The Department has granted the REDI waiver.

RESOLUTION NO._____

WHEREAS, The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into the Small County Outreach Program (SCOP) Reimbursement Agreement to widen and resurface Roberts Aman Road (CR 361B) from just East of Joel Aman Road to Johnson Stripling Road (CR 361).

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that:

1. The Chair of the Board is authorized to enter into the SCOP Reimbursement Agreement to widen and resurface Roberts Aman Road (CR 361B) from just East of Joel Aman Road to Johnson Stripling Road (CR 361).

PASSED in regular session this _____ day of _____, _____.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
MALCOLM PAGE, Chairperson

ATTEST:

ANNIE MAE MURPHY, Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



BOARD TO CONSIDER APPROVAL OF THE FDOT SMALL COUNTY ROAD ASSISTANCE PROGRAM (SCOP) REIMBURSEMENT AGREEMENT FOR THE RESURFACING OF NORTH ELLISON ROAD (CR 252) AND ADOPTION OF A RESOLUTION AUTHORIZING EXECUTION BY THE CHAIRMAN.

MEETING DATE REQUESTED:

December 17, 2013

Statement of Issue:

The Florida Department of Transportation (FDOT) has approved funding the resurfacing of North Ellison Road (CR 252) from Green Street/San Pedro Road (CR 356) to East Ellison Road (CR 255A) in an amount not to exceed \$239,068.00.

Recommended Action:

The Board of County Commissioners should accept and approve the SCRAP Reimbursement Agreement to resurface North Ellison Road (CR 252) from Green Street/San Pedro Road (CR 356) to East Ellison Road (CR 255A). Additionally, the Board should pass a Resolution authorizing execution of the agreement by the Chairperson.

Fiscal Impact: FISCAL YR 2013/14 - \$239,068

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Taylor County has elected to participate in the Florida Department of Transportation's Small County Road Assistance Program (SCRAP). Under this program the County receives funding to resurface previously State-owned roadways. In exchange for this funding, the County is responsible for executing a reimbursement agreement that outlines responsibilities, project milestones and reimbursement amounts for the proposed project. Such agreement must be executed by the Board of County Commissioners and FDOT along with a resolution that specifically authorizes the Chairperson to execute the agreement on behalf of the County Commission.

Staff recommends that the Board approve the proposed SCRAP Reimbursement Agreement to receive funding from FDOT to resurface North Ellison Road (CR 252) from Green Street/San Pedro Road (CR 356) to East Ellison Road (CR 255A). This agreement will provide \$239,068.00 that will be used to offset the cost of the proposed improvements. In addition to approving the agreement, the Board must also adopt a resolution authorizing the Chairperson of the Board of County Commissioners to enter

into the agreement. A certified copy of the resolution must be returned with the signed agreement to FDOT.

Options:

- 1) Accept and approve the Reimbursement Agreement and pass a Resolution authorizing its execution by the Chairperson.
- 2) Deny the proposed Reimbursement Agreement and state reasons for such denial.

Attachments:

SCRAP Reimbursement Agreement
Resolution



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

1109 South Marion Avenue
Lake City, FL 32025-5874

**ANANTH PRASAD, P.E.
SECRETARY**

October 29, 2013

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

**Subject: Small County Road Assistance Program
Resurfacing and Reconstruction of CR 252 (N. Ellison)
from CR 356/Green St. to CR 255A/E. Ellison Rd.
Financial Project ID: 431643-1-58-01**

Dear Chair Feagle:

Enclosed for execution are three (3) copies of the Small County Road Assistance Program Agreement for the resurfacing and reconstruction of CR 252 (N. Ellison) from CR 356/Green St. to CR 255A/E. Ellison Rd. in Taylor County, Florida. This Agreement details the terms and conditions for construction of the subject improvements which Taylor County will undertake. Please do not date the Agreement as other approvals must be secured prior to establishing the execution date.

In addition to executing the attached Agreement, a resolution must be adopted and a certified copy attached to each copy of the Agreement.

Taylor County is responsible for bearing all expenses in excess of the amount the Department agrees to participate (\$239,068.00). A final copy of the design plans must also be provided for our files.

Your assistance in securing execution is appreciated. Should you have questions or need additional information, I can be reached at 1-800-749-2967, Extension 7533.

Sincerely,

Kathy Thomas, P.E.
District Two Program Management Engineer

KT:KE:mm
Enclosures

cc: Mr. Jack R. Brown, County Manager
Mr. Kenneth Dudley, P.E., County Engineer

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
SMALL COUNTY ROAD ASSISTANCE AGREEMENT

Financial Project No.: 431643-1-58-01
Catalog of State Financial Assistance No.: 55016

This Small County Road Assistance Agreement (this "Agreement") is made this _____ day of _____, 20____ between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT", and the Taylor County Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the "COUNTY".

WITNESSETH

WHEREAS, the DEPARTMENT has the authority, under Section 334.044(7), Florida Statutes, to enter into this Agreement; and

WHEREAS, the Small County Road Assistance Program has been created within the DEPARTMENT pursuant to Section 339.2816, Florida Statutes, to assist small counties in resurfacing or reconstructing county roads; and

WHEREAS, the COUNTY has certified to the DEPARTMENT that it has met the eligibility requirements of said Section 339.2816, Florida Statutes; and

WHEREAS, the DEPARTMENT is willing to provide the COUNTY with financial assistance, under FM No. 431643-1-58-01, for costs directly related to the resurfacing or reconstruction of CR 252 (N. Ellison) from CR 356/Green St. to CR 255/VE. Ellison Road, hereinafter referred to as the PROJECT; and

WHEREAS, the COUNTY by Resolution No. _____ dated the _____ day of _____, 20____, a copy of which is attached hereto and made a part hereof, has authorized the Chairman of its Board of Commissioners or County Manager to enter into this Agreement.

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

1. SERVICES AND PERFORMANCE

A. The COUNTY shall furnish the services with which to construct the PROJECT. Said PROJECT shall consist of the actions and services described in **Exhibit A**, attached hereto and made a part hereof. The scope of work shall clearly establish the tasks to be performed pursuant to Section 215.971, Florida Statutes.

B. The COUNTY agrees to undertake the construction of the PROJECT in accordance with all applicable federal, state and local laws, rules and regulations, including COUNTY's standards and specifications. The COUNTY shall be responsible for obtaining clearances/permits required for the construction of the PROJECT from the appropriate permitting authorities. Upon completion of the PROJECT, the COUNTY shall certify to the DEPARTMENT that the PROJECT has been completed in accordance with the COUNTY's standards and specifications.

C. The DEPARTMENT will be entitled at all times to be advised, upon request, as to the status of work being done by the COUNTY and of the details thereof. Coordination shall be maintained by the COUNTY with representatives of the DEPARTMENT.

D. The DEPARTMENT must approve any consultant and/or contractor scope of services prior to advertising by the COUNTY. The DEPARTMENT'S approval must be obtained before selecting any consultant and/or contractor for the PROJECT. The COUNTY must certify that the consultant has been selected in accordance with the Consultants' Competitive Negotiation Act (Section 287.055, Florida Statutes). Contractor must be prequalified by the DEPARTMENT pursuant to Section 337.14, Florida Statutes, and Rule Chapter 14-22, Florida Administrative Code for projects meeting the thresholds therein.

E. The COUNTY shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COUNTY during the term of the contract; and shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

F. The COUNTY shall not sublet, assign or transfer any work under this Agreement without the prior written consent of the DEPARTMENT.

G. The COUNTY shall require quantifiable units of deliverables pursuant to Section 215.971, Florida Statutes. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating successful completion of each deliverable. Said deliverables are described in Exhibit C, attached hereto and made a part hereof.

H. Notices under this Agreement shall be in writing and shall be considered effective upon delivery by United States mail, facsimile, or overnight courier to the individuals listed below as follows:

TO DEPARTMENT:

Kim Evans, Local Programs Coordinator
Florida Department of Transportation
1109 South Marion Avenue – MS 2014
Lake City, Florida 32025

TO COUNTY:

Pam Feagle, Chair
Taylor County Board of County Commissioners
201 E. Green Street, Post Office Box 620
Perry, Florida 32348

2. TERM

A. The COUNTY shall commence the PROJECT activities subsequent to the execution of this Agreement and shall be performed in accordance with the following schedule:

- i) Construction contract to be let on or before December 31, 2014.
- ii) Construction to be completed on or before June 30, 2015.

B. The COUNTY agrees to complete the PROJECT on or before **June 30, 2015**. If the COUNTY does not complete the PROJECT within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the COUNTY and granted in writing by the DEPARTMENT prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the PROJECT. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the DEPARTMENT.

C. This Agreement shall not be renewed. Any extension which shall be for no more than six (6) months shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.

3. COMPENSATION AND PAYMENT

A. The DEPARTMENT agrees to a maximum participation in the PROJECT construction of CR 121 from Curry Lane (Addison Lane) to Andrews Road to in the amount of Two hundred, thirty nine thousand, sixty eight dollars (**\$239,068.00**), further described in **Exhibit B**.

B. The COUNTY shall submit one invoice (3 copies) plus supporting documentation required by the DEPARTMENT to the Project Manager, at the address stated in paragraph 1G, for approval and processing:

- ☐ monthly, or
- ☒ quarterly, or

☐ once the PROJECT has been accepted by the COUNTY and approved by the DEPARTMENT.

C. In the event the COUNTY proceeds with the CEI of the PROJECT with its own forces, the COUNTY will only be reimbursed for direct costs (this excludes general and administrative overhead).

D. All costs charged to the PROJECT shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

E. The DEPARTMENT shall have the right to retain out of any payment due the COUNTY under this Agreement an amount sufficient to satisfy any amount due and owing to the DEPARTMENT by the COUNTY on any other Agreement between the COUNTY and the DEPARTMENT.

F. The COUNTY must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the project.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT'S Comptroller under Section 334.044 (29), Florida Statutes. Any provisions for an advance payment are provided in Exhibit N/A, attached hereto and made a part of this Agreement.

H. Deliverables must be received and accepted in writing by the Contract Manager prior to payments.

I. Any penalty for delay in payment shall be in accordance with Section 215.422(3)(b), Florida Statutes.

J. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

K. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the DEPARTMENT'S Travel Form No. 300-000-01 and will be paid in accordance with Section 112.061, Florida Statutes.

L. Participants providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon receipt, the Florida Department of Transportation - Program Management Office has 10 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Florida Department of Transportation - District Two Financial Services Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

M. If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Participant. Interest penalties of less than one (1) dollar will not be enforced unless the Participant requests payment. Invoices that have to be returned to a Participant because of Participant preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

N. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payments(s) from a state Agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

O. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the COUNTY's general accounting records and the PROJECT

records, together with supporting documents and records of the COUNTY and all subcontractors performing work on the PROJECT, and all other records of the COUNTY and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.

P. In the event this contract for services is in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The DEPARTMENT [Department of Transportation], during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

Q. The DEPARTMENT'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature.

R. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

S. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

4. INDEMNITY AND INSURANCE

A. The COUNTY agrees to include the following indemnification in all contracts with contractors/subcontractors, consultants/subconsultants, who perform work in connection with this Agreement:

"The contractor/consultant shall indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor, its officers, agents or employees."

B. **LIABILITY INSURANCE.** The COUNTY shall carry or cause its contractor/consultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the agreement, when it includes construction within the limits of a railroad right-of-way, the COUNTY must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of the DEPARTMENT's Standard Specifications for Road and Bridge Construction (2010), as amended.

C. **WORKER'S COMPENSATION.** The COUNTY shall also carry or cause its contractor/consultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

5. COMPLIANCE WITH LAWS

A. The COUNTY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the COUNTY in conjunction with this Agreement. Failure by the COUNTY to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The COUNTY and the DEPARTMENT agree that the COUNTY, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement for purposes other than those set out in Section 337.274, Florida Statutes.

6. COMPLIANCE WITH FLORIDA SINGLE AUDIT ACT

A. The administration of funds awarded by the DEPARTMENT to the COUNTY may be subject to audits and/or monitoring by the DEPARTMENT as described in this section, as further described in **Exhibit 1**.

B. **MONITORING.** In addition to reviews of audits conducted in accordance with U.S. Office of Management and Budget ("OMB") Circular A-133 and Section 215.97, Florida Statutes, as revised (see "AUDITS" below), monitoring procedures may include, but are not limited to, on-site visits by DEPARTMENT staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the COUNTY agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the DEPARTMENT. In the event the DEPARTMENT determines that a limited scope audit of the COUNTY is appropriate, the COUNTY agrees to comply with any additional instructions provided by the DEPARTMENT staff to the COUNTY regarding such audit. The COUNTY further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the DEPARTMENT'S Office of Inspector General ("OIG") and Florida's Chief Financial Officer ("CFO") or Auditor General.

C. **AUDITS.** Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes) are to have audits done annually using the following criteria:

- i. In the event that the COUNTY expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year, the COUNTY must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the COUNTY shall consider all sources of State financial assistance, including State financial assistance received from the DEPARTMENT, other state agencies, and other nonstate entities. State Financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
- ii. In connection with the audit requirements addressed in paragraph 6.C.i, the COUNTY shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental agencies) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

- iii. If the COUNTY expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the COUNTY elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from the COUNTY's resources obtained from other than State entities).
- iv. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

D. OTHER AUDIT REQUIREMENTS. The COUNTY shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the DEPARTMENT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the DEPARTMENT to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

E. REPORT SUBMISSION.

- i. Copies of financial reporting packages required by paragraph 6.C of this agreement shall be submitted by or on behalf of the COUNTY directly to each of the following:
 - a. The DEPARTMENT at each of the following addresses:

District PLEMO Office – MS 2007
Attn: Jordan Green, P.E., Rural Area Transportation Engineer
1109 South Marion Avenue
Lake City, Florida 32025
 - b. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
- ii. Copies of reports or the management letter required by Paragraph 6.D of this Agreement shall be submitted by or on behalf of the COUNTY directly to:
 - a. The DEPARTMENT at each of the following addresses:

District PLEMO Office – MS 2007
Attn: Jordan Green, P.E., Rural Area Transportation Engineer
1109 South Marion Avenue
Lake City, Florida 32025
- iii. Any reports, management letter, or other information required to be submitted to the DEPARTMENT pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- iv. The COUNTY, when submitting financial reporting packages to the DEPARTMENT for

audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the COUNTY in correspondence accompanying the reporting package.

F. **RECORD RETENTION.** The COUNTY shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the DEPARTMENT, or its designee, CFO, or Auditor General access to such records upon request. The COUNTY shall ensure that audit working papers are made available to the DEPARTMENT, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the DEPARTMENT.

7. **TERMINATION AND DEFAULT**

A. This Agreement may be canceled by the DEPARTMENT in whole or in part at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the COUNTY shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors. This Agreement may be canceled by the COUNTY upon sixty (60) days written notice to the DEPARTMENT.

B. If the DEPARTMENT determines that the performance of the COUNTY is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the COUNTY of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the COUNTY, the DEPARTMENT shall notify the COUNTY of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the COUNTY shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement.

8. **MISCELLANEOUS**

A. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

B. The DEPARTMENT shall not be obligated or liable hereunder to any party other than the COUNTY.

C. In no event shall the making by the DEPARTMENT of any payment to the COUNTY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the COUNTY, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

D. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification,

amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

E. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

F. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.

G. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the PROJECT is completed and accepted and payment made by the DEPARTMENT.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the COUNTY has caused this Agreement to be executed on its behalf this _____ day of _____, _____, by the Chairman of the Board of Commissioners, authorized to enter into and execute same by Resolution Number _____ of the Board on the _____ day of _____, _____, and the DEPARTMENT has executed this Agreement through its District Secretary for District Two, Florida Department of Transportation, this _____ day of _____, _____.

TAYLOR COUNTY, FLORIDA

ATTEST: _____ (SEAL)
CLERK COMMISSIONERS

BY: _____
CHAIRMAN, BOARD OF COUNTY

Name: _____

Name: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____ (SEAL)
EXECUTIVE SECRETARY

BY: _____
DISTRICT SECRETARY DISTRICT TWO

Name: _____

Name: Greg Evans

DOT Legal Review:

Name: _____

EXHIBIT 1

FEDERAL and/or STATE resources awarded to the COUNTY pursuant to this agreement should be listed below. If the resources awarded to the COUNTY represent more than one Federal or State program, provide the same information for each program and the total resources awarded. **Compliance Requirements** applicable to each Federal or State program should also be listed below. If the resources awarded to the COUNTY represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

- (e.g., What services or purposes the resources must be used for)
- (e.g., Eligibility requirements for recipients of the resources)
- (Etc...)

NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the COUNTY to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.

STATE RESOURCES

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number & Title)</u>	<u>Amount</u>
FDOT	55.016 – Small County Road Assistance Program (SCRAP)	\$239,068.00

Compliance Requirements

1. Allowed: per F.S. 339.2816, Department of Transportation-approved roadway projects involving resurfacing or reconstructing county roads. All projects funded under this section shall be included in the department's work program developed pursuant to F.S. 339.135.

Not allowed: per F.S. 339.2816, capacity improvements on county roads shall not be eligible for funding under the program.

2. Per F.S. 339.2816: any county that has a population of 75,000 or less according to 1990 federal census data and has enacted the maximum rate of the local option fuel tax authorized by s. 336.025(1)(a).

3. Allowable costs: direct project costs (design, construction, construction engineering and inspection)

NOTE: Section 400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit A be provided to the COUNTY

Financial Project No.:431643-1-58-01

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida Department of Transportation and the Taylor County Board of County Commissioners dated _____.

PROJECT LOCATION:

The project is referred to as resurfacing of CR 252 (N. Ellison) from CR 356/Green St. to CR 255A/E. Ellison Road in Taylor County, Florida.

PROJECT DESCRIPTION:

The project consists of resurfacing the existing roadway as follows:

- Development of design plans;
- Bid and award;
- Construction;
- Construction Engineering and Inspection

AGENCY RESPONSIBILITIES:

The Agency is required to provide a copy of the design plans for the Department's file.

If Right-of-Way activities become apparent, begin coordination with the Department at once.

The Department's maximum participation is not to exceed \$239,068.00.

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a Supplemental Agreement between the Department and Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of the Supplemental Agreement.

The Honorable Pam Feagle, Chair Taylor County BOCC 201 E. Green St., Post Office Box 620 Perry, Florida 32348	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION SMALL COUNTY ROAD ASSISTANCE PROGRAM (SCRAP) SCHEDULE OF FUNDING EXHIBIT "B"	Financial Project ID: 431643-1-58-01
		Contract Number:

PROJECT DESCRIPTION

Name: CR 252 (N. Ellison) Length N/A

Termini: from CR 356/Green St. to CR 255A/E. Ellison Road

Description of Work: resurfacing and reconstruction

TYPE OF WORK By Fiscal Year	(1) TOTAL PROJECT ESTIMATE FUNDS (100%)	(2) AGENCY FUNDS (0%)	(3) STATE & FEDERAL FUNDS (100%)
Design <u>2008-2009</u> <u>2009-2010</u> <u>2010-2011</u> Total Design Cost	 	 	
Right of Way <u>2008-2009</u> <u>2009-2010</u> <u>2010-2011</u> Total Right of Way Cost	 	 	
Construction <u>2009-2010</u> <u>2010-2011</u> <u>2011-2012</u> <u>2012-2013</u> <u>2013-2014</u> Total Construction Costs	 \$ 239,068.00 \$ 239,068.00	 	 \$ 239,068.00 \$ 239,068.00
Construction Engineering and Inspection <u>2013-2014</u> <u>2014-2015</u> <u>2015-2016</u> <u>2016-2017</u> Total Construction Costs	 	 	
Total Cost of Project	\$ 239,068.00		\$ 239,068.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after July 1st each fiscal year. The Department will notify the Agency, in writing, when funds are available.

RESOLUTION NO._____

WHEREAS, The Board of County Commissioners have been informed that a Resolution should be passed authorizing the Chairperson of the Board of County Commissioners to enter into the Small County Road Assistance Program (SCRAP) Reimbursement Agreement to resurface North Ellison Road (CR 252) from Green Street/San Pedro Road (CR 356) to East Ellison Road (CR 255A).

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Taylor County, Florida, that:

1. The Chair of the Board is authorized to enter into the SCRAP Reimbursement Agreement to resurface North Ellison Road (CR 252) from Green Street/San Pedro Road (CR 356) to East Ellison Road (CR 255A).

PASSED in regular session this _____ day of _____, _____.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA.

BY: _____
MALCOLM PAGE, Chairperson

ATTEST:

ANNIE MAE MURPHY, Clerk

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Requesting Board approval for the County to fund to the Big Bend Transit daily "in town" shuttle program from December 19 through December 31, 2013 which will allow our citizens to ride the shuttle at no cost during that period. The proposed project will have a maximum cost of \$200 and there are sufficient funds in the current budget for this.

MEETING DATE REQUESTED:

December 17, 2013

Statement of Issue: Requesting Board approval to fund the daily "in town" shuttle program 100% from December 19, through December 31, 2013.

Recommended Action: Fund the "in town" shuttle as requested above.

Budgeted Expense: There are sufficient funds in the current budget for the proposed project. No additional funds are being requested from the Board.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Requesting Board approval to fund the daily "in town" shuttle 100% from December 19 through December 31, 2013. This will enable all citizens to ride the shuttle during this period of time at no charge. The shuttle runs from 7am to 6pm Monday through Friday and makes 22 stops through out the City of Perry each hour. The proposed project will have a maximum additional cost to the County of \$200.

Attachments: Not Applicable

25

TAYLOR COUNTY BOARD OF COMMISSIONERS		
County Commission Agenda Item		
SUBJECT/TITLE:	One Year Extension Request for Roadside Mowing Contract	
MEETING DATE REQUESTED:	Dec 17, 2013	

Statement of Issue Kerry Puhl, the current contract holder for Roadside Mowing is requesting to exercise the one year extension option for Roadside Mowing with no increase in contract costs.

Recommended Action Extend contract

Fiscal Impact \$114,567.00 for County; \$8,265.00 for MSBU

Submitted By: Andy McLeod **Contact:** Kerry Puhl

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Our current Roadside Mowing contract expires in April, 2014 and contract holder, Kerry Puhl Lawnworks, Inc. wishes to exercise the one year extension option at no increase in contract cost.

Options: Extend contract for one additional year or reject request and rebid contract for 2014 -2016

Attachments: Request from Kerry Puhl Lawnworks, Inc.

Andy McLeod

From: Kerry & Jessica Puhl <kplawnworks@gmail.com>
Sent: Wednesday, November 20, 2013 10:13 PM
To: Andy McLeod; Kerry & Jessica Puhl
Subject: Fwd: one yr contract extension option

----- Forwarded message -----

From: Kerry & Jessica Puhl <kplawnworks@gmail.com>
Date: Tue, Oct 8, 2013 at 9:48 AM
Subject: one yr contract extension option
To: Jack Brown <jack.brown@taylorcountygov.com>, Kerry & Jessica Puhl <kplawnworks@gmail.com>

Mr Brown,

I would like to request to you, my interest in the one year contract extension for Taylor County Roadside Mowing. Kerry Puhl Lawnworks, Inc is requesting to serve Taylor county for one additional year (2014), with the Roadside Mowing. All contract terms would remain the same including the current price per acre of \$ 18.74 per acre, and the service under the direction of the county road department.

Could you please forward this to Andy, and the County Commissioners, for review, and to be on an upcoming agenda for vote.

Thank you,

Kerry Puhl

Kerry Puhl Lawnworks Inc.

850-843-0200

**CONTRACT FOR
TAYLOR COUNTY
ROADSIDE RIGHT-OF-WAY MOWING**

This contract made the 14th day of April, 2011, between TAYLOR COUNTY, hereinafter called the County, and Kerry Puhl Lawworks, Inc., hereinafter called the Contractor.

WITNESSETH, that the County and Contractor for the consideration stated herein agrees as follows:

SCOPE OF WORK: The Contractor shall perform everything required to be performed and shall provide and furnish all the labor, necessary tools, herbicide treatment, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner, all the work required in connection with maintaining County roadside right-of-way by litter removal, weed eating, and mowing approximately 1,100 acres at a frequency of 3 to 4 times per year or as directed by the Director of Public Works. Mowing shall be along both road shoulders from the edge of the roadway to the currently maintained and cleared mow limit.

CONTRACT PRICE: The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the sum of \$ 18.74 per acre, satisfactorily mowed. Payment for acres mowed is subject to acceptance and approval by the County Public Works Director and will be at the end of each mowing cycle based on invoices furnished by the Contractor.

CONTRACT TERM: This contract shall be for 3 years (36 months) period commencing April 1, 2011 and ending March 31, 2014. This contract may be renewed at the end of said 36 months period for an additional term of (1) year under terms and conditions agreed to by both the County and the Contractor. If the Contractor desires or decides not to renew the contract for the additional (1) year, they shall notify the other party by certified mail no later than 60 days prior to the end of the contract term. The County retains the right to vary the acres to be mowed and to adjust both the frequency of mowing as well as to extend or shorten the mowing period.

ASSIGNMENTS: This contract shall not be sublet, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.

If the County determines that the performance of the Contractor is not satisfactory, the County shall have the option of (a) immediately terminating the contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time. Failure to correct such deficiencies in the specified time will result in the Contractor being declared in default and the contract may be terminated.

If the contract is terminated for cause before performance is completed, the Contractor shall be paid for the work units satisfactorily accomplished and accepted, at the contract unit price.

DEFAULT OF CONTRACT: If the Contractor fails to begin the work under the contract within the time heretofore specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the contract, or performs the work unsuitably or neglects or refuses to remove materials to perform a new or discontinues the prosecution of the work, or fails to resume work which has been discontinued

within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily for a period of ten (10) calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion

of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default.

If the Contractor, within a period of ten (10) calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, the County shall, have full power or authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to declare the contract in default.

PRESERVATION OF PROPERTY: The Contractor shall preserve from damage, all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities. Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

HOLD HARMLESS AND INSURANCE: To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-consultants, agents or employees or due to any negligent act or occurrence of omission or commission of the of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees.

GENERAL LIABILITY INSURANCE: The Contractor shall carry and keep in force during the period of this contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance of one million dollars (\$1,000,000.00), for services and work to be rendered in accordance with this contract.

The Contractor shall carry Worker's Compensation Insurance in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law with a company in Florida on all employees working on County property for services and work to be rendered in accordance with this contract.

Certificates of such insurance shall be filed with the County **prior to beginning work under this contract** and shall be subject to approval for adequacy of protection.

PERMITS, RULES & REGULATIONS: It shall be the Contractors responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities for parties affected by his operations. He shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal laws, rules and regulations including, but not limited to the Florida Department of Environmental Regulation, Florida Department of Natural Resources, Environmental Protection Agency.

ACCESS TO RECORDS: The Contractor agrees to provide access to those records, books and documents which pertain to this project during the project period and for a three (3) year period thereafter.

VENUE: Taylor County, Florida, shall be the proper venue for any litigation involving this contract.

COMPONENT PARTS OF THIS CONTRACT: This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.

- (a) The Advertisement for Bids
- (b) Instructions to Bidders
- (c) The Contractor's Proposal
- (d) This Instrument

In the event that any provision in any of the above component parts of this contract conflicts with any provisions in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

AUTHORIZED PERSONNEL: The Contractor is to contact the following for any correspondence or questions regarding this project: Andy McLeod, County Public Works Director, 587 East US 27, Perry, Florida 32347; telephone number (850) 838-3529.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 4th day of April, 2011.

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

BY: Lonnie A. Houck

LONNIE A. HOUCK

BY: Ken Bohl

CONTRACTOR

ATTESTED: Annie Mae Murphy

ANNIE MAE MURPHY, CLERK

WITNESS: Shirley E. Burton

FOR THE CONTRACTOR

WITNESS: James R. Brown

FOR THE CONTRACTOR

BID FORM

PROJECT IDENTIFICATION: RIGHT OF WAY MOWING

THIS BID IS SUBMITTED TO:

Clerk of Courts
1st Floor Courthouse
or P.O. Box 620
Perry, Florida 32348

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for thirty-five days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement that:
 - (a) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
 - (b) BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
 - (c) BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which the Bid is submitted.
 - (d) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

BID CHECKLIST

Check Items Included
With Bid:

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

If a Performance Bond is required, the successful bidder must provide same prior to the County accepting a contract for services.

Checklist must be included with the bid.

SPECIFICATIONS FOR ROADSIDE RIGHT-OF-WAY MOWING

The contractor agrees to perform the following work in Taylor County, Florida for the County;

SCOPE OF WORK: To maintain county road right-of-way by mowing during the prescribed time period and at the required frequency. Contract term to begin April 1, 2011 and end on March 31, 2014, to mow approximately 1,100 acres at a frequency of 3 to 4 times or as otherwise directed by the Taylor County Director of Public Works. Mowing shall be along both sides of road right-of-ways from the edge of the roadway (pavement) to the currently maintained and cleared mow limit. The exact location of the County Roads to be mowed is filed with and in the County Public Works Department. This contract shall be for a 3 year (36 month) period commencing April 1, 2011, and ending on March 31, 2014. This contract may be renewed at the end of said (36 month) period for an additional term of (1) year under terms and conditions agreed to by both the County and the Contractor. If the Contractor desires or decides not to renew the contract for the additional (1) year, it shall notify the County by certified mail no later than 60 days prior to the end of the contract term.

The County retains the right to vary the acres to be mowed and to adjust both the frequency of mowing as well as to extend or shorten the mowing period. The mowing schedule is under the direction of the County Public Works Director and payment for acres mowed will be at the end of each mowing cycle based on invoices furnished for work completed and approved. Mowing shall be conducted during daylight hours unless previously approved by the County Public Works Director. Mowing shall be done with accepted safe work practices and there shall be minimum interference with public access to and use of County Roads. The mowing shall be performed to minimize mowing debris on private property and public right-of-way.

This contract shall not be sublet, transferred, assigned or otherwise conveyed by the contractor without prior written approval of the Board of County Commissioners.

The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the work plan, specifications, procedures and terms of the contract.

REGISTRATIONS AND PERMITS: The contractor shall be required to register all vehicles operated under this contract in accordance with F. S. 320. A notarized affidavit from the Contractor stating that all vehicles they operate are registered in compliance with F. S. 320 will be acceptable as indication of compliance with this requirement. No payments may be made on this contract until the County has such proof on file. Failure by the Contractor to register all motor vehicles operated under this contract will be cause for disqualification of the Contractor.

It shall be the Contractor's responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities or parties affected by his operations. He shall further be responsible for all fees associated with the performance of this contract.

No work shall be performed under the provisions of this contract on any properties outside the limits of the County right-of-way.

WORK SCHEDULE: In general, all work shall be performed during daylight hours. For special operations, night work may be allowed if so authorized by the written approval of the Director of Public Works. No work shall be done when weather conditions limit good visibility to less than 500 feet.

PRESERVATION OF PROPERTY: The Contractor shall preserve from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the work. This applies to public and private property and/or utilities.

HOLD HARMLESS: To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-consultants, agents, or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property caused or resulting from the sole negligence of the County or any of its officers, agents or employees.

GENERAL LIABILITY INSURANCE: The contractor shall carry and keep in force during the period of this contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance of one million dollars (\$1,000,000.00), for the services and work to be rendered in accordance with this contract.

Certificates of such insurance shall be filed with the County prior to beginning work under this contract and shall be subject to approval for adequacy of protection.

WORKER'S COMPENSATION INSURANCE: The Contractor shall provide Worker's Compensation Insurance in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law for all of his employees. The Contractor shall insure that the employees of a subcontractor are covered by similar insurance.

DESCRIPTION: The work in this section consists of the routine mowing of grassed or vegetated roadside areas with conventional high production style mowing equipment. Vegetation shall consist of all grass, part grass and part succulent weed growth or all succulent weed growth within the area to be mowed.

MOWING AREAS: A map of areas to be mowed may be reviewed at the County Public Works Department. Roads are subject to be added or deleted at the discretion of the Director of Public Works.

Roadside mowing encompasses the routinely mowed areas of shoulders, front and back slopes of ditches of less than 3:1 slope, roadside ditch bottoms, median islands and similar areas conducive to the use of high production equipment.

Mowing shall conform to previously established mowing limits.

The County may require mowing of additional areas, in which case it shall allow payment for the additional areas.

QUANTITY AND FREQUENCY OF MOWING: The mowing acres specified in this contract, approximately one thousand one hundred (1100) acres, represents the mowing to be accomplished. The area and limits of mowing have been previously established and are distinguished in the field. Areas have been inventoried and calculated as to quantity. It shall be the responsibility of the contractor to verify the amount of mowing to be accomplished under this contract. Any discrepancies or disagreements concerning quantities shall be mutually resolved prior to beginning work in any area in question.

EQUIPMENT: All equipment shall be equipped with safety devices properly maintained at all times the equipment is in use. Safety devices to prevent flying debris shall be installed and maintained.

If the Director of Public Works determines that equipment is deficient in safety devices, the Contractor shall be notified immediately. The Contractor shall remove the equipment from service immediately and until the deficiency is corrected to the satisfaction of the Director.

Inspection and approval of the Contractor's equipment by the Director of Public Works shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.

Equipment which damages curbs, pavement or turf in any way shall not be allowed.

The Contractor is required to use amber flashing lights on equipment. These lights shall be used only as required in the course of the work and not be used when traveling to and from the job site.

All of the mowing equipment regularly employed on the work shall be painted a color of high visibility.

The equipment used by the Contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut and uniform distribution of the cuttings at all times. The mowers shall be constructed such that the height of cut can be adjusted to a minimum of six (6) inches.

The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily with the time specified herein. If in the opinion of the Director of Public Works, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the Contractor shall provide additional equipment as directed by the Director.

METHOD OF OPERATION: The Contractor shall not begin any cutting cycle until authorized by the Director of Public Works to do so.

On the initial cutting cycle, mowing shall commence at either or both extremities of the project and proceed continuously toward the opposite end. Subsequent cycles shall follow the pattern adopted for the first cycle unless the Director of Public Works specifically authorizes the Contractor to change the pattern.

At the conclusion of each working day, all required mowing shall be completed within the longitudinal limits worked, except that no more than one (1) mile may be partially mowed.

Each cutting cycle is to be completed in its entirety prior to beginning another cycle.

When work by County forces, by other contractors, or weather conditions of a temporary nature, prevent the Contractor from cutting any areas, and such conditions are eliminated during the period designated for that mowing cycle, the Director of Public Works may require the contractor to cut these areas as part of the cycle without penalty for exceeding the time allowed. Grassed areas that are normally mowed which are saturated with standing water to the point wherein damage to the turf will occur, shall not be mowed when such conditions exist. These areas shall be mowed at subsequent cycles when required by the Director of Public Works. No deduction will be made from the pay quantities for any one area unless it exceeds one (1) acre in extent.

The Contractor will be responsible for the pickup, removal and disposal from the right-of-way of any obstacle such as wood, tires, cans, etc., that cannot be traversed by mowing equipment. It shall also be his responsibility to remove all litter from said right-of-way for a total litter control. Any litter that is mowed over and scattered shall be picked up immediately upon notification of Contractor.

The Contractor shall exercise the necessary care to preclude any source of litter by his operation.

The contractor will be responsible for the proper disposal of all road side debris and trash to a Taylor County roll-off site and will not be charged for disposing of debris or trash taken from Taylor County right-of-way.

During periods of mowing operations, the Contractor shall consult with the Director of Public Works for inspection and tentative approval of work quality being accomplished. In the event of unsatisfactory work, the Contractor shall re-mow without additional compensation those areas so that the total cutting cycle may be completed in a satisfactory manner within the specified time.

LIMITATIONS OF OPERATION: When mowing within ten (10) feet of the travel way, the equipment shall be operated in the direction of the traffic. This provision does not apply when the specific work site is protected by flagmen and warning signs in accordance with the Manual on Uniform Traffic Control Devices.

When necessary for mowing machines to cross bridges with full width shoulders on the right the crossing should be made on the shoulder. All bridges should be crossed with extreme care and operations planned to reduce such crossings to a minimum.

When necessary for mowing machines to cross the travel way, a location shall be selected that provides a safe and unobstructed sight distance. The operator shall stop before crossing the travel way and permit closely approaching vehicles to pass before crossing. Operations should be planned to minimize crossings.

Any equipment left on the right-of-way overnight shall be parked as close to the outside right-of-way line as possible. High visibility markers, such as traffic cones with reflective tape shall be placed adjacent to any equipment left on County right-of-way.

QUALITY: All grass and vegetation shall be cut to a height of six (6) inches with a maximum tolerance of 1/2 inch plus or minus unless otherwise directed by the Director of Public Works.

Mowing areas of different widths shall be connected with smooth flowing curve transitions. All cuttings shall be performed in such a manner as to result in a stand of mowed grass or vegetation cut uniformly at a nominal six (6) inch height and with no streaks or scalping. No accumulation or piling of cuttings will be allowed as a result of cleaning of the equipment.

In the event the Contractor damages the turf, curbs or pavement, he will be responsible for the repair and/or replacement thereof. This also includes sign structures, mail boxes, appurtenances, etc.

Where landscaping has been established or natural landscaping has been preserved, mowing shall conform to the established mowing contours.

The Contractor shall mow up to the limits maintained by the County around existing appurtenances located within the roadway right-of-way as directed by the Director of Public Works. Appurtenances shall include but are not limited to sign post and bases, delineator posts, fences, guardrails or barrier walls, end-walls, pipes, drainage structures, poles, guys, landscape areas, etc.

The Contractor is not required to remove grass or other vegetation cuttings from the right-of-way, nor is he required to rake or pick up the cuttings.

WEED EATING: The Contractor will be required to weed eat around all appurtenances located within the right-of-way. Appurtenances shall include but are not limited to sign posts and bases, delineator posts, mail box posts, fences, guardrails or barrier walls, end-walls, pipes, drainage structures, poles, guys, landscape areas, etc. Weed eating shall be performed as to create a uniform appearance with the adjacent mowed areas.

HERBICIDE TREATMENT: The Contractor may chose to treat problem areas that can not be mowed or are difficult to cut with a weed trimmer such as around certain culvert pipes or guard rails with a herbicide. Treatment of problem areas shall not cause an unsightly appearance and will be limited the

most difficult areas to reach. The Contractor will coordinate the use of herbicides with the Director of Public Works prior to its use.

PAYMENT: The quantities to be paid for shall be the number of acres of roadside mowed in accordance with these special provisions. The quantity of the mowing areas has been predetermined by the County. These quantities shall be the pay quantities for each mowing cycle completed and accepted, provided that deduction shall be made for any areas omitted under these special provisions. Payment shall be full compensation for furnishing all equipment, materials, labor, supervision and incidentals necessary to complete all mowing operations specified.

**CONTRACT FOR
TAYLOR COUNTY
ROADSIDE RIGHT-OF-WAY MOWING**

This contract made the 7th day of MARCH, 2011, between TAYLOR COUNTY, hereinafter called the County, and KERRY POOL LAWYERS, hereinafter called the Contractor.

WITNESSETH, that the County and Contractor for the consideration stated herein agrees as follows:

SCOPE OF WORK: The Contractor shall perform everything required to be performed and shall provide and furnish all the labor, necessary tools, herbicide treatment, expendable equipment and all utility and transportation services required to perform and complete in a workmanlike manner, all the work required in connection with maintaining County roadside right-of-way by litter removal, weed eating, and mowing approximately 1,100 acres at a frequency of 3 to 4 times per year or as directed by the Director of Public Works. Mowing shall be along both road shoulders from the edge of the roadway to the currently maintained and cleared mow limit.

CONTRACT PRICE: The County shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the sum of \$ 13.74 per acre, satisfactorily mowed. Payment for acres mowed is subject to acceptance and approval by the County Public Works Director and will be at the end of each mowing cycle based on invoices furnished by the Contractor.

CONTRACT TERM: This contract shall be for 3 years (36 months) period commencing April 1, 2011 and ending March 31, 2014. This contract may be renewed at the end of said 36 months period for an additional term of (1) year under terms and conditions agreed to by both the County and the Contractor. If the Contractor desires or decides not to renew the contract for the additional (1) year, they shall notify the other party by certified mail no later than 60 days prior to the end of the contract term. The County retains the right to vary the acres to be mowed and to adjust both the frequency of mowing as well as to extend or shorten the mowing period.

ASSIGNMENTS: This contract shall not be sublet, transferred, assigned or otherwise conveyed by the Contractor without prior written approval of the County.

If the County determines that the performance of the Contractor is not satisfactory, the County shall have the option of (a) immediately terminating the contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time. Failure to correct such deficiencies in the specified time will result in the Contractor being declared in default and the contract may be terminated.

If the contract is terminated for cause before performance is completed, the Contractor shall be paid for the work units satisfactorily accomplished and accepted, at the contract unit price.

DEFAULT OF CONTRACT: If the Contractor fails to begin the work under the contract within the time heretofore specified, or fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt completion of the contract, or performs the work unsuitably or neglects or refuses to remove materials to perform a new or discontinues the prosecution of the work, or fails to resume work which has been discontinued within a reasonable time after notice to do so, or becomes insolvent or is declared bankrupt, or files for reorganization under the bankruptcy code, or commits any act of bankruptcy or insolvency, either voluntarily for a period of ten (10) calendar days, or makes an assignment for the benefit of creditors, or fails to comply with contract requirements, minimum wage payments or EEO requirements, or for any reasonable cause becomes unsatisfactory in the opinion

of the County, the County will give notice in writing to the Contractor or his surety of such delay, neglect, or default.

If the Contractor, within a period of ten (10) calendar days after the notice described above, shall not proceed to correct the conditions of which complaint is made, the County shall, have full power or authority, without violating the contract, to take the prosecution of the work out of the hands of the Contractor and to declare the contract in default.

PRESERVATION OF PROPERTY: The Contractor shall preserve from damage, all property associated with, or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities. Any damage occurring to such properties shall be immediately repaired at the expense of the Contractor.

HOLD HARMLESS AND INSURANCE: To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, agents or employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this agreement by the Contractor, its sub-consultants, agents or employees or due to any negligent act or occurrence of omission or commission of the of the Contractor, its subcontractors, agents, or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees.

GENERAL LIABILITY INSURANCE: The Contractor shall carry and keep in force during the period of this contract a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance of one million dollars (\$1,000,000.00), for services and work to be rendered in accordance with this contract.

The Contractor shall carry Worker's Compensation Insurance in amounts sufficient to secure the benefits of the Florida Worker's Compensation Law with a company in Florida on all employees working on County property for services and work to be rendered in accordance with this contract.

Certificates of such insurance shall be filed with the County prior to beginning work under this contract and shall be subject to approval for adequacy of protection.

PERMITS, RULES & REGULATIONS: It shall be the Contractors responsibility to secure all permits necessary to conduct the work in accordance with required regulations and to notify all applicable utilities for parties affected by his operations. He shall further be responsible for all fees associated with the performance of this contract. The Contractor agrees to abide by all applicable State and Federal laws, rules and regulations including, but not limited to the Florida Department of Environmental Regulation, Florida Department of Natural Resources, Environmental Protection Agency.

ACCESS TO RECORDS: The Contractor agrees to provide access to those records, books and documents which pertain to this project during the project period and for a three (3) year period thereafter.

VENUE: Taylor County, Florida, shall be the proper venue for any litigation involving this contact.

COMPONENT PARTS OF THIS CONTRACT: This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, if not attached, as if hereto attached.

- (a) The Advertisement for Bids
- (b) Instructions to Bidders
- (c) The Contractor's Proposal
- (d) This Instrument

(General partner)

Business address: _____

Phone No.: _____

A Corporation

By KERRY PAUL LAWNWORKS INC. (SEAL)
(Corporation Name)

FLORIDA
(State of Incorporation)

By KERRY PAUL (SEAL)
(Name of person authorized to sign)

PRESIDENT
(Corporate Seal) (Title)

Attest _____
(Secretary)

Business address: PO Box 566
Perry FL. 32348

Phone No.: 850 - 843 - 0200

Date of Qualification to do business is:

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for RIGHT OF WAY MONUMENT

2. This sworn statement is submitted by KERRY PAUL LAWWORKS
(Name of entity submitting sworn statement)

Whose business address is P.O. Box 566 PERRY FLORIDA 32319

_____ and
(if applicable) its Federal Employer Identification Number (FEIN)
is 59-3742-468

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

3. My name is KERRY PAUL and my relationship to the
entity
named 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 antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

Kerry Ruhl
(Signature)

3-22-11
(Date)

STATE OF Florida

COUNTY OF Taylor

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Kerry Ruhl

(Name of individual signing)

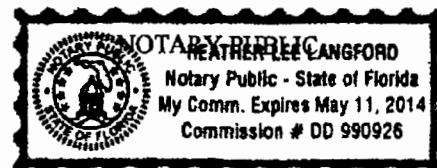
who, after first being sworn by me, affixed his/her signature in the space provided above on this

22 day

of March, 2011

Heather Lee Langford

My commission expires: 5/11/14





CERTIFICATE OF LIABILITY INSURANCE

OP ID: LG

DATE (MM/DD/YYYY)
03/07/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Franklin Insurance Agency, Inc. P. O. Box 3145 Tallahassee, FL 32315 Kenneth E. Cooksey, III		850-681-0433 850-222-8075	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: KERRY-1												
INSURED Kerry Puhl Lawn Works, Inc. P.O. Box 566 Perry, FL 32348-0566		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <td>INSURER A: National Trust Insurance Co.</td> <td>NAIC # 20141</td> </tr> <tr> <td>INSURER B: FCCI Commercial Insurance Co.</td> <td>33472</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER A: National Trust Insurance Co.	NAIC # 20141	INSURER B: FCCI Commercial Insurance Co.	33472	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: National Trust Insurance Co.	NAIC # 20141														
INSURER B: FCCI Commercial Insurance Co.	33472														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GL0010358	05/18/10	05/18/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ Included
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA0016055	05/18/10	05/18/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB0010745	05/18/10	05/18/11	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

TAYCOBD

Taylor County
 Board of County Commissioners
 201 E Green
 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



Mar. 7, 2011 4:22PM

Linda Robinson & Associates

No. 5287 P. 8/9

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/7/2011

PRODUCER (850) 894-3641 FAX: (866) 296-3641

FIC-LRA

8031 Lantern Light Lane

Tallahassee

FL 32312

INSURED

Kerry Puhl Lawnworks, Inc.

PO BOX 566

Perry

FL 32348-0566

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A Bridgefield Employers Ins Co

10701

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GENT. AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$ AUTO ONLY \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	0830-45396	6/11/2010	6/11/2011	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Taylor County
Board of County Commissioners
201 E. Green Street
Perry, FL 32347

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

T Folsom Folsom Insur

Thomas J. Folsom III

26

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to Discuss and Approve Board Assignments for FY 2014 as agendaed by Jack Brown, County Administrator



MEETING DATE REQUESTED:

December 17, 2013

Statement of Issue:

Each year as part of the reorganization of the Board the new Chairperson reviews and puts forth his recommendation for consideration and approval.

Recommended Action:

Following any additional input or adjustments – Motion to approve.

Fiscal Impact:

TBD

Submitted By:

Jack R. Brown, County Administrator **Contact:** (850) 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: – As stated above.

Attachments: Draft Board Assignments for FY 2014.



Board Assignments for FY 2014

Commissioner Page/Chair

- Aucilla Regional Landfill
- Budget and Finance Committee
- North Florida Workforce Consortium
- Taylor County Development Authority (Alt.)
- Taylor County Recreation Advisory Board

Com. DeVane

- Big Bend Water Authority (BBWA)
- Small Counties Coalition
- Tourist Development Council (TDC – Alt.)

Com. Feagle/Vice Chair

- Florida Association of Counties (FAC)
- Forest Capital Hall Renovations (FCH)
- Taylor County Development Authority (TCDA)
- Tourist Development Council (TDC)

Com. Moody

- Airport Advisory Committee (AAC)
- DMH Hospital
- Florida Association of Counties (FAC)
- Gulf Coast Consortium RESTORE Act
- Small Counties Coalition

Com. Patterson

- Equal Employment Opportunity (EEO)
- Forest Capital Hall Renovations (FCH – Alt.)
- Housing/CDBG/SHIP
- North Central Florida Regional Planning Council
- Three Rivers Regional Library Cooperative
- Transportation Disadvantage

21

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider approving the Board Rules for FY 2014, agendaed, Jack Brown, County Administrator.

**MEETING DATE REQUESTED:**

December 17, 2013

Statement of Issue:

Each year as soon as practical after the reorganization of the Board the Board reviews its Board Rules and makes adjustments as it deems appropriate.

Recommended Action:

Discuss the specific changes so that the public is aware of what is being changed and what hasn't changed.

Fiscal Impact:

None

Budgeted Item:

N/A

Submitted By:

Jack R. Brown, County Administrator

Contact:

(850) 838-3500, Ext. 7

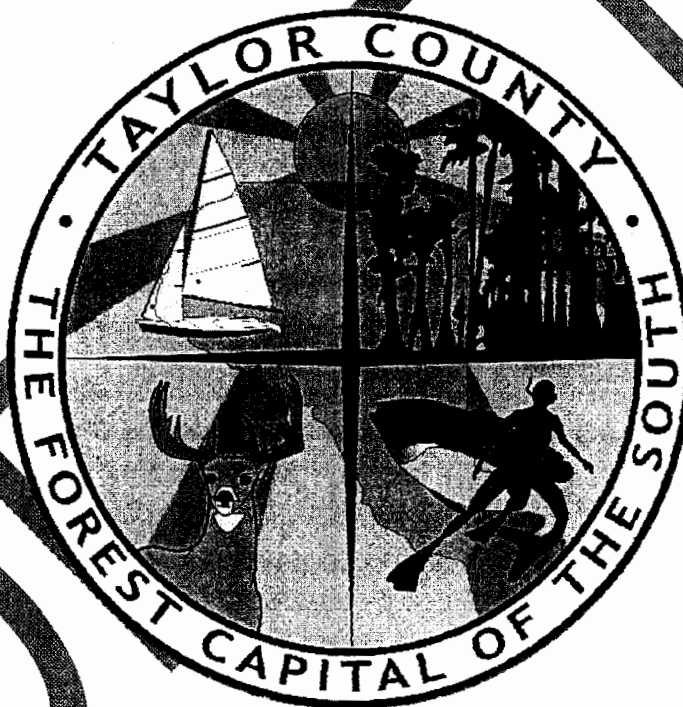
SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board Rules of Taylor County are long standing, are consistent with Florida Law and Best Practices for public meetings and have only undergone minor changes over the years. The draft clearly shows the changes the board is considering. The current language being considered for change is line through while the suggested language is underlined.

The Changes in the draft are as follows:

- 1) Page 3, Item 4, Commission Meetings, Regular – the start time has been changed from 5:30 p.m. to 6:00 p.m.
- 2) Page 4, Item 7, Informal Commission Meetings - Inspection Trips, Retreats and Workshops.
- 3) Page 5, Item 8, Public Hearings – the time for public hearings has been changed from 5:30 p.m. to 6:00 p.m., or as soon thereafter as practical." The change from 5:30 p.m. to 6:00 p.m. has been changed throughout the document to make it consistent.

**TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONER'S**



FY 2014

RULES OF PROCEDURE



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 6 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

December 17, 2013

The Taylor County Board of County Commissioners recognizes that as a deliberative body it needs agreed upon procedures by which the behavior of the body and of individual members is to be governed. An orderly process is necessary not only for the Commission (Board) but also for members of the staff and general public or persons doing business with the Commission.

Although there are several Florida statutes which in effect, specify certain rules, many of the rules of a county board of county commissioners are not specified by state statute. The intent is that various boards of county commissioners develop rules that fit their specific situation. Florida Statute Chapter 125.01(1)(a) specifies that the Board has the power to adopt its own rules of procedures.

In compiling our board rules we had three major considerations. The first is that the rules adopted should reflect procedures that enhance our Commission's ability to operate. Second, the commission adopts rules to operate as required by law. Third, the rules adopted should be internally consistent.

The Taylor County Board of County Commissioner's Rules as herein adopted are intended to include most of the relevant procedural topics that the Commission faces; topics which, for the most part, have been gleaned from a number of counties. It is important to note that while the Commission's Rules of Procedures should be readopted annually at the reorganization meeting held each third Tuesday, in November or as soon as practical thereafter, the Board can change or amend its rules not governed by statute by a simple majority vote during any meeting as detailed below.

Adopted in regular session December 17, 2013.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk

MALCOLM V. PAGE, Chair

Revised December 17, 2013
RULES OF PROCEDURE -TABLE OF CONTENTS

Rule #	Title	Page
SECTION I -PUBLIC PARTICIPATION IN COUNTY GOVERNMENT		
1.	Commission Meetings - Open to the Public	1
2.	Appearance Before the Commission	1
3.	Public Comments and Inquiries	2
4.	Commission Meetings - Regular	3
5.	Commission Meetings - Special	3
6.	Commission Meetings - Emergency	4
7.	Informal Commission Meetings - Inspection Trips, Retreats and Workshops.....	4
8.	Public Hearings; Time; Location	4
9.	Public Hearing; Procedures	5
10.	Public Records; Inspection; Duplication	7
11.	Commission Mail; Circulation; Public Review and Duplication	8
SECTION II -PREPARATION OF AGENDA; ORDER OF BUSINESS		
12.	Preparation of Agenda	9
13.	Agenda Material.....	9
14.	Meeting; Order of Business	9
15.	Quorum	11

RULES OF PROCEDURE -TABLE OF CONTENTS

(Continued)

Rule#	Title	Page
SECTION II -PREPARATION OF AGENDA; ORDER OF BUSINESS CONTINUED		
16.	Required Attendance of Officials	11
17.	County Attorney; Parliamentarian.....	11
18.	Clerk of the Court; Minutes.....	11
19.	Sergeant at Arms.....	12
20.	Rules of Order and Debate.....	12
21.	Voting	13
22.	Conflict of Interest	13
23.	Ordinances	13
24.	Resolutions.....	13
25.	Motions.....	14
26.	Reconsideration of Action Previously Taken	14
27.	Rescinding Action Previously Taken.....	14
SECTION III -GENERAL PROVISIONS		
28.	Newly-Elected Commissioners.....	15
29.	Election of Chair and Vice-Chair.....	15
30.	Commission Chair; Presiding Officer.....	15
31.	Legislative Program and Communication with Lobbyists.....	16
32.	Commissioners Appointed to Boards and Committees	17

33. Citizens Appointed by the Commission to Boards and Committees.....	18
34. Suspension and Construction of Rules	18

ATTACHMENTS

1. Request to Speak for Non-Agendaed Items.....	19
2. Request to Speak for Agendaed Items.....	20
3. Request to Amend suggested Agenda.....	21
4. Board and Committee Applicants Ranking Form.....	22
5. Examples of Motions.....	23
6. Definition of Parliamentary Terms.....	25

DRAFT

This Page Left Blank Intentionally

DRAFT

SECTION I - PUBLIC PARTICIPATION IN COUNTY GOVERNMENT

1: Board Meetings -Open to the Public. All meetings of the Taylor County Board of County Commissioners, its various Boards and committees thereof, shall be open to the public in accordance with the Florida Government in the Sunshine Law, Section 286.011, F.S.

(a) *The exception shall be those meetings statutorily exempt, such as executive collective bargaining sessions - Section 447.605(1), F.S.; meetings regarding risk management claims -Section 768.28(15), F.S.; and litigation meetings pursuant to Section 286.011(8) F.S. The Board shall follow all statutory requirements for exempt meetings.*

(b) Because of the need to comply with seating capacity requirements of the fire code, there may be occasions when entrance by the public to the Commission Chambers or other meeting rooms shall be limited. At the sole discretion of the Commission, when an unusually large crowd is anticipated the Commission may consider holding the meeting in the County courtroom or other large public facility.

(c) Regular, as well as Special meetings of the Commission will be conducted in a publicly owned or controlled building. All meetings will be held in a building that is open to the public.

(d) For public safety purposes, no signs or placards mounted on sticks, posts, poles or similar structures will be allowed in County Commission meeting rooms.

(e) All persons with disabilities shall be provided the assistance that is necessary to enable them to effectively participate in Commission meetings.

2: Appearance Before the Commission. Persons desiring to address the Commission on a matter pending before it, or which needs the attention of the Board may do so upon being recognized by the Chair. To ensure that everyone has a fair opportunity to participate, these procedures will be followed:

(a) After being recognized, the person should:

- step up to the speaker's rostrum and give her/his name and home address;
- unless further time is granted by the Chair, limit the comments to three minutes;
- address all remarks to the Commission as a body, and not a member thereof; and make comments and present documents to the Commission and the Clerk;
- Speakers should make comments concise and to the point, and present any data or evidence they wish the Commission to consider. No person may speak more than once on the same subject unless granted permission by the Chair.
- NOTE: If there are a large number of people wishing to speak on a particular issue, the Chair or the Board may require those wishing to speak to fill out a "Request to Speak

on Agendaed Items form," see attachment 2, page 20.

(b) The Commission may discuss the matter, assign it to a committee, or refer it to the County Administrator and/or County Attorney for review and comment.

(c) No person other than a member of the Commission, and the person having the floor, may be permitted to enter any discussion, either directly or through a member of the Commission, without permission of the Chair. No question may be asked except through the Chair.

(d) A person may not interfere with, or interrupt, the orderly procedure of the Commission, any Commissioner, or the person speaking that has been properly recognized by the Chair.

(e) If the Chair or the Commission declares an individual out-of-order, s/he will be requested to relinquish the speaker's rostrum. If the person does not do so, s/he is subject to removal pursuant to Rule 19 Sergeant-at-Arms.

(f) Prior to the beginning of a meeting or public hearing, the Chair may require that all persons who wish to be heard sign in with the Clerk, give their name and home address, the agenda item and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so.

(g) The Chair, subject to concurrence of the majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.

(h) Employees of the County may address the Commission on matters of public concern. Employee comments that address an active grievance/arbitration, employee appeal matter or a personnel dispute will not be entertained as a part of Citizen Comments. Employees will be advised of the appropriate forum and process for presenting or discussing such matters.

3: Public Comments and Inquiries for Non Agendaed Items. The Commission shall not take final action on public comment items presented at the same meeting unless it waives its Rules of Procedure. When inquiries and comments are brought before the Commission, other than for items already on an agenda, the Chair may first determine whether the issue is legislative or administrative in nature and then:

(a) If legislative, and the complaint is about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Commission finds consideration of such suggestions advisable, the Commission may refer the matter to a committee, to the County Attorney and/or the County Administrator for review and recommendation, or may take other actions it deems appropriate.

(b) If administrative, and the complaint is regarding the performance of administrative staff, administrative interpretation of legislative policy, or administrative policy within the authority of the County Administrator; the Chair should, then refer the complaint directly to the County Administrator for her/his review, if said complaint has not been so reviewed. The Commission may direct that the County Administrator report to the Commission when her/his

review is completed.

(c) The Chair may also assign to a Commissioner issues that require additional examination. If so assigned, the Commissioner shall provide a report to the Commission when the examination is complete.

4: Commission Meetings -Regular. Unless otherwise advertised, all regular meetings of the Taylor County Board of County Commission are conducted at 6:00 p.m. on the 1st Monday and 3rd Tuesday of the month in the Commission Chambers at the County Commissioners Administrative Complex, 201 East Green Street, Perry, Florida.

(a) From time-to-time, regular meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances. Prior notice of such change shall be provided to the public, the Clerk and the media. While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of a regular meeting as is feasible.

5: Commission Meetings – Special (Requires a Minimum of 24 hrs Notice). The Chair, any two Commissioners, or the County Administrator may call a special meeting.

(a) The call for a special meeting shall be in writing and shall contain time, place and business to be conducted. The notice of a special meeting shall be posted on the East and West doors of the County Courthouse. The time and place of the special meeting will be added to the meetings list. Special meetings may be held upon no less than twenty-four (24) hours public notice.

(b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Administrator and the County Attorney shall be given 24 hours prior notice of the special meeting. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.

(c) Twenty-four hours prior notice of the special meeting shall be provided to the business office of each local media organization that has on file a written request for notice of special meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.

(d) Special meetings may be scheduled on days or evenings.

(e) An agenda outlining the business to be conducted will be available prior to the meeting. No business other than items listed on the agenda shall be conducted. Public comment shall be allowed on items on the agenda.

(f) If there is no longer a need for a special meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

6: Commission Meetings -Emergency. Any one Commissioner or the County Administrator may call, orally or in writing, an emergency meeting. An Emergency Meeting is a time-sensitive meeting of such a nature that a 24-hour notice would be detrimental to the action to be addressed at the meeting.

(a) The call for an emergency meeting shall contain the time, place, and business to be conducted. Emergency meetings may be held, when practicable, upon the most reasonable notice allowable under the circumstances.

(b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Administrator and the County Attorney shall be given the most reasonable notice allowable under the circumstances. Such notice shall be provided by any reasonable means, including telephone, email, or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.

(c) The most reasonable notice allowable under the circumstances of the emergency meeting shall be provided to the business office of each local media organization that has on file a written request for notice of emergency meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.

(d) Emergency meetings may be scheduled on days or evenings.

(e) An agenda outlining the business to be conducted will be available prior to the meeting. No business shall be conducted other than items listed on the agenda. Public comment shall be allowed on items on the agenda.

(f) If there is no longer a need for an emergency meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

7: Informal Commission Meetings - Inspection Trips, Retreats and Workshops.

(a) The Chair, Commission, or County Administrator may schedule informal meetings, inspection trips, retreats or workshops to gain new information, request clarification and in general improve communication between elected officials, and the general public. Advance notice of these meetings shall be given in the same manner as special meetings. Minutes of these meetings shall be made by County Commission staff.

(b) Regularly Scheduled Board Workshop. The Board usually conducts a workshop once a month normally scheduled to start at 6:00 p.m. the 4th Tuesday of the month in the Commission Chambers at the County Commissioners Administrative Complex, 201 East Green Street, Perry, Florida. From time-to-time, regular meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances. Prior notice of such change shall be provided to the public, the Clerk and the media. While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of a regular meeting as is feasible. No motions are made or passed at a workshop unless an unforeseen emergency arises and then would have to declare an emergency and enter into an emergency meeting as detailed above.

8: Public Hearings; Time; Location.

(a) Public hearings shall be held as part of the regularly scheduled Commission meetings and will be so agendaed by the Clerk of the Court and are normally scheduled to begin at 6:00 P.M.

(b) The matters under consideration shall be heard at the designated time, or as soon thereafter as practicable. However, by vote (of a majority plus one pursuant to Subsection 125.66(4) (b) (1), F.S.), the County Commission may conduct public hearings for those applications identified in this subsection usually required after 6:00 p.m. at another time of day. Public hearings may be continued from a prior meeting, or scheduled on days or evenings in addition to the first Monday and third Tuesday of each month.

(c) Prior to the beginning of any meeting or public hearing, the Chair may require that all persons that wish to be heard sign in with the Clerk, give their name, the agenda item and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so. The Chair, subject to concurrence of a majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.

9: Public Hearing; Procedures

(a) General Public Hearings - The procedures to be followed for public hearings are, generally, as follows:

(1) The County Administrator or his/her designee should describe the agenda item to be considered, and provide the staff recommendation. The Chair should then inquire as to whether any Commissioners have questions for administration. After Commissioners' questions are answered, the Chair then opens the public hearing.

(2) Following public comment (if any), the Chair closes the public hearing and inquires if any Commissioner wishes to put forth a motion. If a motion and a second are made, the Chair then calls for discussion among Commissioners.

(3) The Chair inquires if there is any further discussion by the Commissioners and any final comments or recommendations from administration. The Chair restates the motion.

(4) The Chair inquires of the Commissioners as to whether they are ready for the question, calls for the vote and after the vote restates the vote.

(b) Quasi-Judicial Hearings - The procedures to be followed for quasi-judicial hearings are generally as follows:

- (1) Prior to the commencement of quasi-judicial hearings, the County Attorney will provide the public with an explanation of quasi-judicial hearing proceedings and shall read the following statement:

"All persons wishing to participate and speak will be sworn in prior to speaking during this proceeding. All persons have the right, through the Chair, to ask questions of staff or other speakers, to seek clarification of comments made by staff or other speakers and respond to comments or presentations of staff or other speakers. All persons who present written materials to Commissioners for consideration must ensure that a copy of such materials is provided to the Clerk for inclusion in the Commission's record of proceedings and official minutes."

"While we welcome comments from all persons with an interest in this proceeding, Florida law requires that the County Commission's decision in a quasi-judicial action be supported by competent substantial evidence presented to the Commission during the hearing on the application. Competent substantial evidence is such evidence as a reasonable mind would accept as adequate to support a conclusion. There must be a factual basis in the record to support opinion testimony from both expert and non-expert witnesses. Persons presenting testimony may rely on factual information that they present, that is presented by County staff, that the applicant presented, or on factual information included in the County staff report to support their testimony."

- (2) After reading the statement, the Clerk will make the following inquiry of the County Commissioners:

"Has any Commissioner received any oral or written communications regarding the land use items to be discussed? If so, please disclose the substance of the communication and identify the person making the communication."

Disclosure made must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex-parte communication are given a reasonable opportunity to refute or respond to the communication.

- (3) The Clerk shall administer the affirmation to all persons who desire to speak at quasi-judicial proceedings before the County Commission

- (4) The County Administrator or his/his designee shall describe the quasi-judicial item to be considered and make a presentation pertaining to the item. The Chair shall then inquire as to whether any Commissioner has questions for the staff that made the presentation. After the Commissioners' questions are answered, the Chair will ask if any of the parties to the proceeding have any questions of staff members who made presentations.

- (5) The applicant for a land use change or his/her representative will make a

presentation pertaining to the application. The Chair will once again inquire as to whether Commissioners and then parties to the proceeding have questions of the applicant and the applicant's representatives.

(6) The Chair will next ask if any members in the audience wish to present testimony. At the conclusion of the testimony, the Chair will ask if any of the Commissioners or any of the parties to the proceeding have questions of the witness.

(7) There will be an opportunity for applicant rebuttal and staff closing comments.

(8) The Chair will then inquire of the Commissioners as to whether they are prepared to vote to address the application before them.

(c) Ex-Parte Communications

Florida Statutes Section 286.0115 provides that any person who is not otherwise prohibited by statute, charter provision or ordinance may discuss with any commissioner the merits of any matter that the County Commission may take action. The following procedures, which remove the presumption of prejudice, shall be followed for ex-parte communication.

(1) The substance of any ex-parte communication with a Commissioner which relates to a quasi-judicial action pending before the Commission (such as a land use decision) is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group or entity with whom the communication took place is disclosed and made a part of the record before the final action on the matter.

(2) A County Commissioner may read a written communication from any person. A written communication that relates to a quasi-judicial action pending before the Commission (such as a land use decision) shall not be presumed prejudicial to the action. Such written communication shall be made a part of the record before final action on the matter.

(3) Commissioners may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before the Commission. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit or expert opinion is made a part of the record before final action on the matter.

10: Public Records; Inspection; Duplication. Pursuant to Chapter 119, F.S., all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, email messages, or other material, regardless of physical form or characteristics, made or received pursuant to law or in connection with the transaction of official business by any agency, are public records. A public record (including information stored in computers) is open to public inspection and duplication, unless exempted by law. The Clerk is the official records Custodian of public records for the County.

(a) If the purpose of a document prepared in connection with the official business of the agency is to perpetuate, communicate or formalize knowledge, then it is a public record regardless of whether it is in final form, or the ultimate product of an agency.

(b) Requests for copies of public information (including the Chair's mail and videotapes of County Commission meetings and workshops) should be made through the Clerk of the Courts Office and a copy of the request forwarded to the County Administrator. The cost is as established by law.

(c) Any and every media conference officially sponsored by Taylor County Government will be open to all media representatives and to the general public. Press conferences will be conducted in a location that is publicly accessible.

11: Commission Mail; Circulation; Public Review and Duplication. All mail addressed to the Chair and the Commissioners which is received pursuant to law or in connection with the transaction of official County business, is a public record (Chapter 119, F.S.). The public may review and duplicate these records via email.

(a) Each Commissioner will be provided a copy of the Chair's mail. The originals with attachments will remain in the Chair's mail file. Items of considerable length (such as petitions) will not be copied; instead, a memorandum will be distributed which announces the availability and location of the item in the office. Publications and lengthy agenda materials for other boards on which Commissioners serve will not be copied; only the agenda will be circulated.

(b) Each Commissioner will receive the original of items addressed to her/him. Mail with the words similar to "Personal", "Confidential" or "For the Addressee Only", shall be delivered unopened to the addressee.

(c) The Chair and Commissioners who receive individually-addressed mail will be responsible for replying. Asking the County Administrator to draft a response for their signature or requesting that the item be agenda'd for formal Commission consideration is appropriate. The County Administrator shall be responsible for ensuring that mail addressed to the Chair or the Commission is properly answered or placed on an agenda.

SECTION II - PREPARATION OF AGENDA; ORDER OF BUSINESS

12: Preparation of Agenda. The Clerk is responsible for the preparation of the suggested agenda. The County Administrator in conjunction with the Clerk's office shall prepare the agenda. The Chair, any Commissioner or Constitutional Officer, the County Administrator, or the County Attorney may place an item on the agenda. The Chair and County Administrator will meet to discuss each agenda.

(a) As a general practice, all supporting documentation (original plus five copies) must be provided to the County Administrator's office not later than Wednesday, 10:00 a.m., the week prior to the scheduled Commission Meeting. Item(s) may not be included on the suggested agenda if the supporting documentation is not provided by the deadline unless approved by the Chair.

(b) Presentations will normally not exceed fifteen (15) minutes in length.

(c) Agenda review is a session conducted between the Chair and the County Administrator designed for discussion of the suggested Board agenda items prior to the Commission Meeting. The Chair is the final approval authority for the suggested agenda. During a Commission meeting the suggested agenda may be approved as is or changed at the discretion of the Commission. The Commission can amend the suggested agenda over the objections of the Chair by a simple majority vote.

13: Agenda Material. The Clerk's office insures a copy of the suggested agenda and supporting materials is ready to be mailed to each Board Member, the Clerk, the County Administrator, the County Attorney and the media by 5:00 p.m. the Thursday prior to the scheduled Commission meeting or Public Hearing, except when legally observed holidays affect copying and distribution. The agenda, as well as lengthy reports that are part of agenda documentation, will be available for public review in the Clerk's office located on the 1st floor of the Taylor County Courthouse at 108 N. Jefferson Street, Perry, Florida, 32347.

(a) Each Commissioner should carefully review the Consent Agenda to determine whether there is any item s/he wishes to have removed from the Consent Agenda and placed on the Regular Agenda. If any Commissioner wants an item removed from the Consent Agenda and placed on the Regular Agenda s/he should contact the County Administrator.

14: Meeting; Order of Business.

(a) The business of all regular meetings of the Commission should be transacted as follows - provided, however that the Chair may, by simple majority vote or consensus of the Commission, re-arrange items on the suggested agenda to more expeditiously conduct the business before the Commission.

(1) Invocation and Pledge of Allegiance - The Commission may maintain a clergy rotational roster for the invocation. Members of the Commission as well as others may also be designated to present the invocation. The Chair shall lead the pledge.

(2) Adjustments and Approval of the Regular, Consent and Public Hearing Agenda except for items advertised for public hearings, items may be added to, or removed from, the agenda. Adjustments are made to the suggested agenda based upon the review of the suggested agenda, or recommended additions or deletions to the consent or general business agenda by Board members or staff. Examples of items to be added include grant applications or items received after the established deadline that are time-sensitive. Authorization to advertise ordinances may be placed on the consent agenda. A motion to approve the agenda:

- (a) approves any amendments to the Regular and Consent Agenda;
- (b) adopts the Regular Agenda; and
- (c) approves all items on the Consent Agenda, ~~say~~ on the Consent Agenda. – The County Administrator may place items on the consent agenda which are: routine or technical in nature, have been previously discussed by the Board, resolutions of a routine nature authorization to advertise ordinances, public hearings, bid specifications, items that have a unanimous recommendation of the Planning Board and staff for approval and no opposition on the agenda and other items as authorized by the board.

- (3) Approval of Minutes from previous meetings
- (4) Awards/Recognitions
- (5) Comments and Concern from the Public for Non-Agendaed Items
- (6) Approval of the Consent Agenda
- (7) Bids/Public Hearings
- (8) Hospital Items
- (9) Public Requests Agendaed
- (10) Advisory Committee Reports
- (11) Constitutional Officers/Other Governmental Units
- (12) General Business
- (13) County Staff Items
- (14) County Attorney
- (15) County Administrator
- (17) Comments and Concern from the Public for Non-Agendaed Items
- (18) Examination and Approval of Invoices

(19) Commissioner Comments – Board Informational Items

(20) Motion to Adjourn

(b) Any items not listed on the printed agenda, for which a Commissioner will request Commission action, should be in writing, and should be provided to the Commission, the County Administrator, the Clerk and the public not later than the beginning of the meeting. The exceptions are items of an emergency nature or those that do not require a written explanation.

(c) No meeting should be permitted to continue beyond 10 p.m. without the approval of a majority of the Commission. A new time limit must be established before taking a Commission vote to extend the meeting. In the event that a meeting has not been closed or continued by Commission vote prior to midnight, the items not acted on are to be continued to a designated time on the following day, unless State law requires hearing at a different time or unless the Commission, by a majority vote of members present, determines otherwise.

15: Quorum. A quorum for the transaction of business by the Commission consists of (3) three Commissioners. Once a quorum has been established, a majority of Commissioners present at the meeting shall be required to carry a motion, unless by statute, ordinance or other regulation, an extraordinary majority (4/5ths) of the Commission is required for approval of an item (e.g. consideration of emergency ordinances, gas tax).

16: Required Attendance of Officials. In addition to Commissioners, County officials whose regular attendance shall be required at meetings of the Commission are the: County Administrator, County Attorney, Clerk of the Court, or their designees. A representative of the Taylor County Sheriff's Office shall be present to provide security and assistance in maintaining order.

17: County Attorney - Parliamentarian. The County Attorney serves as parliamentarian, and advises the Chair as to correct rules of procedure or questions of specific rule application. The parliamentarian calls to the attention of the Chair any errors in the proceedings that may affect the substantive rights of any member, or may otherwise do harm.

18: Clerk of the Court - Minutes. The Clerk of the Court or her/his designee shall make correct minutes of the proceedings of each regular, special or emergency Commission meeting. The draft minutes are reviewed by the Chair. The Clerk shall provide corrected copies of the final minutes to each Commissioner for their reading.

(a) The Clerk's office places the minutes on the agenda for approval by the Commission. Such minutes stand confirmed at the regular Commission meeting without a reading in open meeting, unless some error is shown. In such event, an appropriate correction is made.

(b) The Clerk of the Court or her/his designee shall be responsible for recording County Commission workshops. The Clerk will be included in the selection of dates and times for workshops.

19: Sergeant at Arms. The Sheriff's, designee, shall be sergeant-at-arms of the Commission meetings. The Taylor County Sheriff's Office is authorized to assist the Board in performing this duty. The Sheriff's designee shall carry out all orders and instructions given by the County Commission for the purpose of maintaining order and decorum at the Commission meeting. The following policy will provide guidance in handling disruptions:

(a) If an individual refuses to relinquish the podium after being allowed to address the Commission, the Chair will inform the individual that their time to address the Commission has expired and the Chair will direct the individual to leave the podium.

(b) If an individual causes disruption in the Commission meeting site, the Chair will inform the individual causing the disruption to cease the disruptive activity.

(c) If the disruption fails to stop:

(1) The Chair will inform the individual causing the disruption that their actions are contrary to the orderly function of the meeting and that the individual is to cease such action or the Sergeant-at-Arms will be instructed to remove the individual from the meeting site.

(2) The Chair will direct the individual to leave the meeting site. The Chair will inform the individual that, if s/he is directed to leave and fails to do so, the individual will be subject to arrest for trespass.

(3) If the disruption fails to cease, the Chair shall be authorized to take final action and read the following. "As the Commission Chair, I inform you that your actions are inconsistent with the orderly function of this meeting and you have failed to comply with the lawful order of the Chair. I am instructing the Sergeant-at-Arms to remove from this meeting site, and if deemed necessary by the Sergeant-at-Arms, to remove you from this building."

20: Rules of Order and Debate. Every Commission member desiring to speak should address the Commission Chair and upon recognition by the Chair, the speaker shall confine their comments to the question under debate.

(a) The maker of a motion shall be entitled to the floor first for debate.

(b) A member once recognized should not be interrupted when speaking unless to call said member to order. The member should then cease speaking until the question of order is determined, without debate, by the Chair. If in order, said member will be at liberty to proceed.

(c) If the Commission Chair wishes to put forth or second a motion, s/he shall relinquish the chair to (1), the Vice Chair, (2), the senior Commission member (if the Vice Chair is absent), (3) another Commission member who has remained impartial or (4), the Clerk, until the main motion on which the presiding officer spoke has been disposed.

21: Voting. The votes during all Commission meetings should be transacted as follows:

(a) In order to expedite business, the Chair shall determine whether to call a simple vote

(all in favor of) or by roll call. At the request of any Commissioner, a roll call vote shall be taken by the Clerk. The roll call vote may be determined in alphabetical order, with the Chair voting last.

(b) When the Chair calls for a vote on a motion, every member, who is present in the Commission chambers must give his/her vote, unless the member has publicly stated that s/he is abstaining from voting due to a conflict of interest, pursuant to Section 112.3143 or Section 286.011, Florida Statutes. If any Commissioner declines to vote "aye" or "nay" by voice, his or her vote shall be counted as an "aye" vote.

(c) The passage of any motion, policy or resolution shall require the affirmative vote of at least a majority of the membership of the Commissioners who are present and eligible to vote. In case of a tie in votes on any proposal, the proposal shall be considered lost.

(d) Any Commissioner shall have the right to express dissent from or protests against any ordinance, resolution or policy of the Commission, and to have the reason therefore entered in the minutes.

22: Conflict of Interest as Specified in 112.3143 or Section 286.011, Florida Statutes. No Commissioner shall vote in her/his official capacity on a matter which would inure to his/her special private gain, or which the Commissioner knows would inure to the special private gain of any principal by whom s/he is retained, or the parent organization or subsidiary of a corporate principal by which s/he is retained, or a relative or of a business associate. Within fifteen (15) days following that Commission meeting, s/he shall file with the Clerk to the Commission a Form 8B which describes the nature of her/his interest in the matter. The Form 8B shall be received by the Clerk and incorporated into the minutes of the meeting.

23: Ordinances. An enacted ordinance is a legislative act which prescribes general, uniform, and permanent rules of conduct relating to the corporate affairs of the county. Commission action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty. All ordinances shall be introduced in writing, and scheduled for public hearing after advertisement.

(a) **Emergency Ordinances.** By vote of one more than the majority, the Commission may without notice or hearing adopt an emergency ordinance. The emergency ordinance shall contain a declaration describing the emergency, and shall be passed in accordance with Section 125.66(3), F.S.

24: Resolutions. Generally, an enacted resolution is an internal legislative act which is a formal statement of policy concerning matters of special or temporary character. Commission action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired. All resolutions shall be reduced to writing. A resolution may be put to its final passage on the same day on which it was introduced. Resolutions are to be assigned numbers and recorded with the number by the Clerk or designee.

25: Motions. An enacted motion is a form of action taken by the Commission to direct that a specific action be taken on behalf of the county. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law. All motions shall be made and seconded before debate.

Before a motion has been stated by the Chair, its proposer may change or withdraw it without the Commission's permission, and any member or the Chair may request that the maker withdraw it. Once the motion has received a second and has been stated by the Chair, the Commission must vote on the motion.

Examples of properly made motions are found in Attachment 5, page 23 of this document and may be used as appropriate in Board proceedings.

26: Reconsideration of Action Previously Taken. Refer to examples of properly made motions in Attachment 5, page 23.

27: Rescinding Action Previously Taken. Refer to examples of properly made motions in Attachment 5, page 23.

DRAFT

SECTION III -GENERAL PROVISIONS

28: Newly-Elected Commissioners. The term of County Commissioners elected to office shall commence on the second Tuesday following the general election as specified in Florida Statutes Section 100.41.

A swearing-in ceremony for newly-elected commissioners will be coordinated by the County Administrator. The County Administrator shall provide an orientation program.

29: Election of Chair and Vice-Chair. The Clerk shall preside over the election of officers. Procedures for electing officers are as follows:

(a) At the second regularly scheduled Commission Meeting of November each year, or as soon thereafter as practicable, the Commission elects a Chairperson from among its members. The Clerk calls for nominations for Chair; nominations do not require a second. A roll-call vote is conducted by the Clerk if there is more than one nomination. If a vacancy occurs in the office of the Chair, the Commission shall, at its next meeting, select a Chair for the remainder of the term.

(b) In conjunction with the above election, a Vice-Chair is also elected in a like manner.

(c) In case of the absence or temporary disability of the Chair, the Vice-Chair serves as Chair during the absence. In case of the absence or temporary disability of the Chair and the Vice-Chair, an Acting Chair and Vice-Chair, selected by members of the Commission, serves during the continuance of the absences or disabilities.

30: Commission Chair Presiding Officer. The Presiding Officer (the Chair) presides at all meetings of the Commission and is recognized as the head of the County for all ceremonial purposes. In addition to the powers conferred upon her/him as Chair, s/he continues to have all the rights, privileges and immunities of a member of the Commission. The Chair's responsibilities include:

(a) Call the meeting to order, having ascertained that a quorum is present;

(b) Recognize all Commissioners who seek the floor under correct procedure. All questions and comments are to be directed through the Chair and restated by her/him, and s/he declares all votes;

(c) Preserve order and call to order any member of the Commission who violates any of these procedures; and, when presiding, decide questions of order, subject to a majority vote on a motion to appeal;

(d) Expedite business in every way compatible with the rights of members;

(e) Remain objective while enjoying the same rights in debate as any other member; but the impartiality required of the Chair in an assembly precludes exercising these rights while presiding. The Chair should have nothing to say on the merits of pending questions until the

Commissioners and citizens have fully debated the question. On certain occasions which should be extremely rare the Chair may believe that a crucial factor relating to such a question has been overlooked and that his/her obligation as a member to call attention to the point outweighs the duty to preside at that time. If the Chair wishes to place a motion, the gavel must be relinquished.

Based upon these Rules of Procedure, the gavel will be relinquished in the following order:

- (1) Vice Chair;
- (2) Other Commissioners based upon seniority;
- (3) Another Commission member who has remained impartial;
- (4) Clerk to the County Commission;

The presiding officer who relinquished the chair should not return to it until the pending main question has been disposed of, since s/he has expressed partisanship as far as that particular matter is concerned.

(f) Declare the meeting adjourned when the Commission so votes, or at any time in the event of an emergency affecting the safety of those present;

(g) When time constraints dictate, the Chair is authorized to approve authorizations to advertise for public hearings.

(h) Assign Commissioner's seats in the commission chambers.

(i) For time-sensitive matters only, send letters to the Taylor County's State and Federal Legislative Delegation and other government officials in support of Taylor County municipality or community-based organization initiatives, such as legislative changes and grant requests, provided the Board of County Commissioners has taken a position in support of the initiative in its legislative agenda or by some other action expressed its position on the issue presented.

(j) The Chair is to be paid an additional \$50 a month as provided by Florida Statute to offset the additional costs associated with the duties and responsibilities of the position.

31: Legislative Program and Communication with Lobbyists. Each year, prior to the Legislative Session, the County Administrator shall submit to the Commission a proposed legislative program for the State Legislature and the Federal Government. This program shall be based on legislative concerns submitted by Taylor County, the City of Perry and other Special Districts of the County. The County will coordinate with the Florida League of Cities and the Florida Association of Counties, as is appropriate, to protect the interests of Taylor County in the legislative process.

(a) The final State and Federal Legislative Program will be approved at a County Commission meeting. Copies of the approved Legislative Program shall be submitted to the appropriate Legislative Delegation in order to seek favorable legislation and appropriations to further the goals of Taylor County. The Legislative Program and lobbying efforts should be developed to coordinate and leverage federal and state appropriations.

(b) As deemed necessary by the County Commission, the County Administrator may solicit and obtain the services of professional lobbyists to gain approval or favorable consideration of issues within the Legislative Program, or to intercede on behalf of Taylor County before governmental administrative agencies. The County Administrator shall notify the County Commission when such services are to be rendered.

(c) Professional registered lobbyists or county staff members assigned to advance the County's Legislative Program shall meet all legal requirements of the State of Florida and conduct themselves ethically to eliminate any conflict of interest, as they represent the citizens of Taylor County. Firms or individuals lobbying on behalf of the County will use the approved Taylor County Legislative Program, including those issues submitted by municipalities and approved by the County Commission, as a guide for their activities. New issues shall be approved by the County Commission for inclusion in the adopted Legislative Program.

(d) In the event of emergency or in the changing climate of the legislative amendment process, the County Administrator may (in consultation with the Chair of the County Commission) take action on bills or amendments that would have a favorable impact on Taylor County. Such emergency authorizations will be reported to the County Commission in a timely manner. The County Administrator may, at his/her discretion, assign county employees to the legislative tasks (including attendance in Tallahassee, or appearance before legislative or administrative bodies) to promote the Legislative Program.

32: Commissioners Appointment to Boards and Committees. Members of the County Commission serve on various boards and committees (e.g., Aucilla Regional Landfill, North Central Florida Regional Planning Council, and Suwannee River Management District etc.). Appointments are reviewed and assigned the second meeting in November each year or as soon thereafter as practicable by the new Chair.

(a) A listing of previous year appointments will be disseminated by the Chair to the County Commission at the last meeting in October so that each Commissioner can determine his/her interest in serving on various boards/committees.

(b) If there is no nominee or no volunteer or more than one volunteer for a vacancy, the Chair will appoint a Commissioner to serve. The Commission shall ratify the appointments to boards and committees.

(c) Each Commissioner shall call upon and seek the recommendation of the County Administrator regarding staff support for various committees. Employees shall assist Commissioners as directed by the County Administrator. When the County Administrator's and a Commissioner's recommendation differ, both recommendations will be discussed at an appropriate regular commission meeting.

- (d) The County Administrator is responsible for scheduling recommendations on the Commission agenda in a timely manner.

33: Appointment by the Board of County Commissioners of Citizens to serve on Boards and Committees.

The County Commission is required to select individuals to serve on various boards and committees (e.g., Planning Board, Hospital Board, Taylor County Development Authority, Tourist Development County, Big Bend Water and Sewer, Taylor Coastal Water and Sewer, Airport Advisory Committee, Library Board, etc.). It is the policy of the Commission that all vacancies are advertised. Applications are to be turned into the office of the County Administrator or his designee for the Board or Committee. Applications must be turned in not later than the established closing date unless it is a position that has been hard to fill and has been advertised as "until filled." The Commission will make the selection for appointment in an open Board meeting by using an Applicant Ranking Form listing the applicants provided by the County Administrator's office (see attachment 4 on page 22).

(a) Prior to each ranking the Commission will agree upon how many applicants are to be ranked. Each Commissioner must rank the number of candidates specified. If more than one position is to be filled the Board may use one ranking to fill multiple positions. If the Commission in its sole discretion determines that there are no suitable applicants they may choose to re-advertise for applicants instead of going through the ranking process.

(b) If the Commission decides to rank order the applicants available, each Commissioner will rank order the specified number of applicants from the names provided on the Applicant Ranking Form. Commissioners are to rank their top applicant as #1, ranking their second best applicant as #2, etc. The rankings of all Commissioners present will be combined to provide the overall ranking. The applicant with the lowest score will then be designated as the selected candidate by the Commission. If there are multiple positions to be filled the applicant with the second lowest position would fill the second vacancy. This procedure would be followed until all positions are filled. These rules may be modified to fit the specific situation.

(b) Once an applicant is selected a member of the Commission will make a motion to fill the position with that individual.

34: Suspension and Construction of Rules. Temporary suspension of these procedures shall permit the Commission to take some action that would otherwise be prevented by a procedural rule already adopted. These Rules of Procedure may be amended or temporarily suspended at any Commission meeting with an affirmative vote of a majority of the Commission. These rules are for the efficient and orderly conduct of Commission business only; no violation of such rules shall invalidate any action of the Commission when approved by a majority vote required by law.

Note: This set of Rules of Procedure should be reviewed and if applicable, adopted not later than the second meeting of each November or as soon thereafter as practicable.

Attachment 1: Request to Speak for Non-Agendaed Items.

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

Request to Speak on Non-Agendaed Items

The Board welcomes you to this meeting. All meetings are conducted in compliance with the Florida Government in the Sunshine Law, Section 286.011, Florida Statute. 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, requests for information and requests for action on items not on the agenda.

To speak on an issue not on the agenda you need to complete a "Request to Speak for Non-Agendaed Items" form available at Board meetings and hand it to the County Administrator or his designee before the meeting or prior to speaking.

Only those who have completed and submitted the "Request to Speak for Non Agendaed Items" form are allowed to speak on non-agendaed items. Each individual is allowed to speak for two minutes. In most cases you will not receive an immediate response. They may direct the County Administrator or the County Attorney research the issue and respond to you directly or to agenda the issue at a future Board meeting. At times during Board meetings, Board members may ask for information from audience participants. Please refrain from comment unless the Board recognizes you.

If you have received this form via mail, fax or email, you may email it to county.admin@taylorcounty.gov or fax it back to (850) 838-3501 a minimum of 1 hour prior to the meeting. If you have any questions, please contact the County Administrator's office at (850) 838-3500 Ext. 7. Thanks for helping us conduct an open and orderly meeting.

Request to Speak on Non-Agendaed Items

Name

Date

Group/Organization you represent, if any:

Phone:

Email:

Topic:

Attachment 2: Request to Speak for Agendaed Items.

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

Request to Speak on Agendaed Items

The Board welcomes you to this meeting. All meetings are conducted in compliance with the Florida Government in the Sunshine Law, Section 286.011, Florida Statute. We value the ideas and insights of the public. Therefore, it is the policy of the Board to allow the public to comment on and ask questions regarding items on the agenda.

To speak on an issue on the agenda you need to complete a "Request to Speak for Agendaed Items" form available at Board meetings and hand it to the County Administrator or his designee before the meeting or prior to speaking. Please insure that you identify the agenda item number and topic you wish to speak on. You must fill out a separate request for each item you wish to speak on.

When specified by the Board only those who have completed and submitted the "Request to Speak for Agendaed Items" form are allowed to speak on agendaed items. Each individual is allowed to speak for two minutes per item requested. At times during Board meetings, Board members may ask for information from audience participants. Please refrain from comment unless the Board recognizes you. If you have received this form via mail, fax or email, you may email it to county.adm@taylorcountygo.com or fax it back to (850) 838-3501 a minimum of 1 hour prior to the meeting. If you have any questions, please contact the County Administrator's office at (850) 838-3500, Ext. 7. Thanks for helping us conduct an open and orderly meeting.

Request to Speak on Agendaed Items

Name _____

Date _____

Group/Organization you represent, if any: _____

Phone: _____

Email: _____

Agenda item Number: _____

Topic: _____

Attachment 3: Request to Amend Suggested Agenda.

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

Request to Amend Suggested Agenda

1: Date of Meeting Agenda to be amended.

2: Position of Person Making the request. (Circle one)

County Commissioner Clerk County Administrator, County Attorney

3: Name of Person Making the request.

Please move the following items from the consent to the regular agenda (may refer by number).

Please place the following topics on the regular or consent agenda (use additional pages for backup or explanation).

Please sign _____ date _____

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

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 Form

Date: _____

Commissioner: _____

Note: Rank applicants as follows the best applicant is #1, the second best is number two, etc.

Applicant Name:	Rank Applicants 1-10

Attachment 5: Examples of Motions.

1: **Main Motion.** "Mr. Chair/Madam Chair, I move...." Requires a second – is debatable.

2: Subsidiary Motions:

a. **Amend:** "Mr. Chair/Madam Chair, I move to amend the motion.", "Mr. Chair/Madam Chair, I move to strike the word(s) _____.", "Mr. Chair/Madam Chair, I move to insert the word(s) _____ and strike the word(s) _____." Requires a second – majority vote necessary for approval.

b. **Refer:** "Mr. Chair/Madam Chair, I move we refer the question to" Requires a second – majority vote necessary for passage – limited debate.

c. **Defer to a time certain (postpone):** "Mr. Chair/Madam Chair, I move we postpone the question until (state a specific time)." Requires a second – majority vote necessary for passage – not debatable.

d. **Limit Discussion or Debate:** "Mr. Chair/Madam Chair, I move we limit debate (or discussion) to (state specific limit of time)." Requires a second – a vote of a majority of the members present shall be required to pass. The motion is not debatable.

e. **Call the Question:** "Mr. Chair/Madam Chair, I call the question." OR "I move to close discussion." A majority of the members present shall be required to pass. The motion is not debatable, the Chair will make a termination if the debate is finished or not.

f. **Amend Something Previously Adopted:** "Mr. Chair/Madam Chair, I move to amend the motion adopted at our last meeting by..." Second is required – is debatable – a majority vote of the members present shall be required to pass. This motion may only be made by a person who was on the prevailing side of the original motion.

g. **Reconsider:** "Mr. Chair/Madam Chair, I move we reconsider the ... (previously adopted motion)." Second is required – majority vote necessary for passage – is debatable as to the reasons for reconsideration. This motion may only be made by a person who was on the prevailing side of the original motion.

h. **Rescind:** "Mr. Chair/Madam Chair, I move to rescind the" Second is required – majority vote with previous notice – discussion on motion is allowed. This motion may only be made by a person who was on the prevailing side of the original motion.

3: Incidental Motions.

- a. **Point of Order:** "Mr. Chair/Madam Chair, Point of Order" After recognition by the Chair, the member states his/her objection. There can be no discussion on the Point of Order. No vote, unless a motion arises out of the Point of Order.
- b. **Divide a Motion:** "Mr. Chair/Madam Chair, I move to divide the motion so as to consider separately... (stating the issues to be considered)." Second is required – majority vote necessary for passage – discussion shall be allowed on why it should be divided.
- c. **Consider by paragraph or seriatim:** "Mr. Chair/Madam Chair, I move that the motion be considered by paragraph (or seriatim)." Second is required – majority vote necessary for passage – discussion shall be brief on the necessity for the action.
- d. **Withdrawing a Motion:** "Mr. Chair/Madam Chair, I withdraw the motion." The maker of a motion or the person who seconded the motion may withdraw their motion or second at any time before the motion has been called for a vote.
- e. **Appeal the decision (of the Chair):** "I appeal the decision of the Chair." Second is required – a majority or tie vote upholds the Chair's decision – debate on motion to appeal is allowed with the Chair speaking first and last.

4: Privileged Motions.

- a. **Adjourn:** "Mr. Chair/Madam Chair, I move to adjourn." Requires a second – majority vote necessary for passage – there can be no discussion.
- b. **Motions of Privilege:** "I rise to a question of privilege affecting the meeting." OR "I rise to a question of personal privilege." The Chair will then request that the member state his/her question or point of privilege. There can be no discussion on the question.
- c. **Recess:** "Mr. Chair/Madam Chair, I move to recess until ... (state exact limit of recess)." Second is required – majority vote necessary for passage – there can be no discussion on the motion. The Chair may call for a recess, when necessary.

Attachment 6: Definition of Parliamentary Terms.

Adhere: to be attached to and dependent on; pending amendments adhere to the motion to which they are applied.

Ad-hoc Committee: a special committee chosen to do a particular task of work only.

Adjourn: to officially terminate a meeting.

Adjourned Meeting: a meeting that is a continuation at a later specified time of an earlier regular or special meeting. The continuation is always a part of the earlier meeting.

Adopt: to approve by vote; to pass by whatever vote required for the motion.

Affirmative Vote: the "aye" or "yes" vote supporting a motion as stated.

Agenda: the official list of items of business planned for consideration during a meeting.

Approval of Minutes: Formal acceptance of the record of a meeting thus making the record the official minutes of the Board. **Chair:** the Taylor County Chair, or in his/her absence, the Vice-Chair or other Board member elected to preside.

Board (The Board of County Commissioners): The legislative governing body of County government. Board and Commission are synonymous and are used interchangeable in this document.

Common Parliamentary Law: The body of rules and principles that is applied by the courts in deciding litigation involving the procedure of any organization. It does not include statutory law or particular rules adopted by any organization or board.

Convene: to open a meeting.

Debate: formal discussion of a motion under the rules of parliamentary law. (More often in these rules referred to as discussion.)

Defer: to not take action by either referring it to a committee; County Administrator or County Attorney for further action.

Delegation of Authority: authority given by the Board in certain matters to act for the Commission that is lawful and capable of being delegated.

Demand: an assertion of a parliamentary right by a member of the Commission.

Dilatory Motions or Tactics: misuse of procedures or motions that are out of order or would delay or prevent progress in a meeting.

Discretionary Duty: a duty that usually cannot be delegated to another because of the special intelligence, skill, or ability of the person chosen to perform the duty.

Executive Session: statutorily exempt meeting or session such as executive collective bargaining sessions -Section 447.605(1), F.S.; meetings regarding risk management claims - Section 768.28(15), F.S.; and litigation meetings pursuant to Section 286.011(8) F.S. The Board shall follow all statutory requirements for exempt meetings.

Ex-officio: a person who is assigned to a board or committee by virtue of the office they hold.

Floor (as in "you have the floor") when a member receives formal recognition from the Chair, s/he "has the floor" and is the only member entitled to make a motion or to speak.

General Consent: an informal method of disposing of routine motions by assuming unanimous approval unless objection is raised. Method: Are there any objections? Hearing none, the motion has passed.

Germane Amendment: an amendment relating directly to the motion to which it is applied.

Hearing: a meeting of the Commission for the purpose of listening to the views of an individual or of a particular group on a particular subject.

Hostile Amendment: an amendment that is opposed to the spirit or purpose of the motion to which it is applied.

In Order: permissible and right from a parliamentary standpoint, at the particular time.

Invariable in Wording: when a motion can be worded only one way and therefore is not

subject to amendment, it is said to be invariable in wording.

Majority Vote: more than half of the number of legal votes cast for a motion.

Minutes: the legal record of the action of the Board (or any body) that has been approved by vote of the body.

Motion: a proposal submitted to the Board for its consideration and decision; it is introduced by the words, "I move...."

Objection: the formal expression of opposition to a proposed action.

Order of Business: the adopted order in which the business is presented to the meeting of the Board.

Out of Order: not correct, from a parliamentary standpoint, at the particular time.

Parliamentary Authority: the code of procedure adopted by the Board as its parliamentary guide and governing in all parliamentary situations not otherwise provided for in the Board's rules or Florida Statutes.

Pending Motion: sometimes referred to as Pending Question. Any motion that has been proposed and stated by the Chair for the Board's consideration and is awaiting decision by vote.

Precedence: the rank or priority governing the motion.

Precedent: a course of action that may serve as a guide or rule for future similar situations.

Proposal or Proposition: a statement of a motion of any kind for consideration and action.

Quorum: the number of persons that must be present at a meeting of the Board to enable it to act legally on business.

Recognition: acknowledgement by the Chair, giving a member sole right to speak.

Reconsider: to review again a matter previously disposed of, and to vote on it again, a motion to reconsider can be made at the same meeting day or at a future meeting.

Request: a statement to the Chair asking a question or some "right."

Rescind: to nullify or cancel a previous action.

Resolution: a formal motion, usually in writing, and introduced by the word "resolved," that is presented to the Board for a decision.

Resolution of Thanks: a formal resolution given to a person(s) for a special service(s) from the Board.

Restricted Discussion: discussion on certain motions in which discussion is restricted to a few specified points.

Roll Call Vote: a recorded vote taken by calling the roll of the Commission.

Ruling: a pronouncement of the Chair that relates to the procedure of the Board.

Second: after a motion has been proposed, the statement "I second the motion" by another member who thus indicates his/her willingness to have the motion considered.

Seriatim: consideration by sections or paragraphs.

Standing Committees or Boards: committees or boards that have a fixed term and perform any work in its field assigned to it by the County or the Commissioners.

Statute: a law passed by the Legislature.

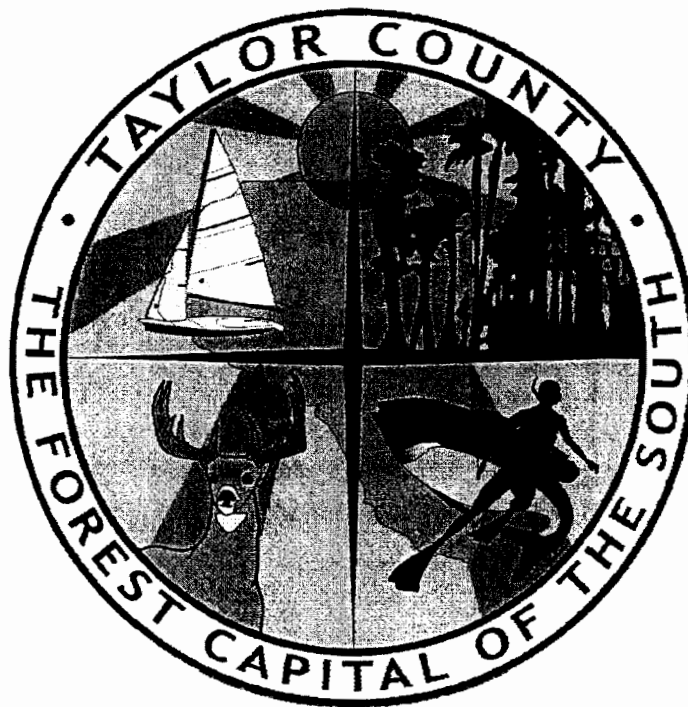
Tie Vote: a vote in which the affirmative and negative vote are equal on a motion. A motion receiving a tie vote is deemed denied, since a majority vote is required to take action.

Unanimous Consent: deciding a routine motion without voting on it. If anyone objects, a vote must be taken.

Unfinished Business: any business that is postponed definitely to a time certain.

Voice Vote: a vote taken by asking for the "ayes" and "nays". A person voting "aye" shall be in favor and a person voting "nay" shall be opposed. "Aye" may never be used to vote in opposition.

**TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONER'S**



FY 2011

RULES OF PROCEDURE

MALCOLM PAGE
District 1

MARK WIGGINS
District 2

LONNIE HOUCK
District 3

PAM FEAGLE
District 4

PATRICIA PATTERSON
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

JACK R. BROWN, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 6 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

December 14, 2010

The Taylor County Board of County Commissioners recognizes that as a deliberative body it needs agreed upon procedures by which the behavior of the body and of individual members is to be governed. An orderly process is necessary not only for the Commission (Board) but also for members of the staff and general public or persons doing business with the Commission.

Although there are several Florida statutes which, in effect specify certain rules, many of the rules of a county board of county commissioners are not specified by state statute. The intent is that various boards of county commissioners develop rules that fit their specific situation.

In compiling our board rules we had three major considerations. The first is that the rules adopted should reflect procedures that enhance our Commission's ability to operate. Second, the commission adopts rules to operate as required by law. Third, the rules adopted should be internally consistent.

The Taylor County Board of County Commissioner's Rules as herein adopted are intended to include most of the relevant procedural topics that the Commission faces; topics which for the most part have been gleaned from a number of counties. It is important to note, that while the Commission's Rules of Procedures should be readopted annually at the reorganization meeting held each third Tuesday, in November or as soon as practical thereafter, the Board can change or amend its rules not governed by statute by a simple majority vote during any meeting as detailed below.

Adopted in regular session December 14, 2010.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk

Lonnie A. Houck Jr., Chair

Adopted December 14, 2010
RULES OF PROCEDURE -TABLE OF CONTENTS

Rule #	Title	Page
--------	-------	------

SECTION I -PUBLIC PARTICIPATION IN COUNTY GOVERNMENT

1. Commission Meetings - Open to the Public	1
2. Appearance Before the Commission	1
3. Public Comments and Inquiries	2
4. Commission Meetings - Regular	3
5. Commission Meetings - Special	3
6. Commission Meetings - Emergency	4
7. Informal Commission Meetings - Inspection Trips, Retreats and Workshops.....	4
8. Public Hearings; Time; Location	4
9. Public Hearing; Procedures.....	5
10. Public Records; Inspection; Duplication	7
11. Commission Mail; Circulation; Public Review and Duplication	8

SECTION II -PREPARATION OF AGENDA; ORDER OF BUSINESS

12. Preparation of Agenda	9
13. Agenda Material.....	9
14. Meeting; Order of Business	9
15. Quorum	11

RULES OF PROCEDURE -TABLE OF CONTENTS

(Continued)

Rule#	Title	Page
SECTION II -PREPARATION OF AGENDA; ORDER OF BUSINESS CONTINUED		
16.	Required Attendance of Officials	11
17.	County Attorney; Parliamentarian.....	11
18.	Clerk of the Court; Minutes.....	11
19.	Sergeant at Arms.....	12
20.	Rules of Order and Debate.....	12
21.	Voting	13
22.	Conflict of Interest	13
23.	Ordinances	13
24.	Resolutions.....	13
25.	Motions	14
26.	Reconsideration of Action Previously Taken	14
27.	Rescinding Action Previously Taken.....	14
SECTION III -GENERAL PROVISIONS		
28.	Newly-Elected Commissioners.....	15
29.	Election of Chair and Vice-Chair.....	15
30.	Commission Chair; Presiding Officer.....	15
31.	Legislative Program and Communication with Lobbyists.....	16
32.	Commissioners Appointed to Boards and Committees	17

33. Citizens Appointed by the Commission to Boards and Committees.....	18
34. Suspension and Construction of Rules	18

ATTACHMENTS

1. Request to Speak for Non-Agendaed Items.....	19
2. Request to Speak for Agendaed Items.....	20
3. Request to Amend suggested Agenda.....	21
4. Board and Committee Applicants Ranking Form.....	22
5. Examples of Motions.....	23
6. Definition of Parliamentary Terms.....	25

This Page Left Blank Intentionally

SECTION I - PUBLIC PARTICIPATION IN COUNTY GOVERNMENT

1: Board Meetings -Open to the Public. All meetings of the Taylor County Board of County Commissioners, its various Boards and committees thereof, shall be open to the public in accordance with the Florida Government in the Sunshine Law, Section 286.011, F.S.

(a) *The exception shall be those meetings statutorily exempt, such as executive collective bargaining sessions -Section 447.605(1), F.S.; meetings regarding risk management claims -Section 768.28(15), F.S.; and litigation meetings pursuant to Section 286.011(8) F.S. The Board shall follow all statutory requirements for exempt meetings.*

(b) Because of the need to comply with seating capacity requirements of the fire code, there may be occasions when entrance by the public to the Commission Chambers or other meeting rooms shall be limited. At the sole discretion of the Commission, when an unusually large crowd is anticipated the Commission may consider holding the meeting in the County courtroom or other large public facility.

(c) Regular, as well as Special meetings of the Commission will be conducted in a publicly owned or controlled building. All meetings will be held in a building that is open to the public.

(d) For public safety purposes, no signs or placards mounted on sticks, posts, poles or similar structures will be allowed in County Commission meeting rooms.

(e) All persons with disabilities shall be provided the assistance that is necessary to enable them to effectively participate in Commission meetings.

2: Appearance Before the Commission. Persons desiring to address the Commission on a matter pending before it, or which needs the attention of the Board may do so upon being recognized by the Chair. To ensure that everyone has a fair opportunity to participate, these procedures will be followed:

(a) After being recognized, the person should:

- step up to the speaker's rostrum and give her/his name and home address;
- unless further time is granted by the Chair, limit the comments to three minutes;
- address all remarks to the Commission as a body, and not a member thereof; and make comments and present documents to the Commission and the Clerk;
- Speakers should make comments concise and to the point, and present any data or evidence they wish the Commission to consider. No person may speak more than once on the same subject unless granted permission by the Chair.
- NOTE: If there is a large number of people wishing to speak on a particular issue the Chair or the Board may require those wishing to speak to fill out a "Request to Speak

on Agendaed Items form", see attachment 2, page 20.

- (b) The Commission may discuss the matter, assign it to a committee, or refer it to the County Administrator and/or County Attorney for review and comment.
- (c) No person other than a member of the Commission, and the person having the floor, may be permitted to enter into any discussion, either directly or through a member of the Commission, without permission of the Chair. No question may be asked except through the Chair.
- (d) A person may not interfere with, or interrupt, the orderly procedure of the Commission, any Commissioner, or the person speaking who has been properly recognized by the Chair.
- (e) If the Chair or the Commission declares an individual out-of-order, s/he will be requested to relinquish the speaker's rostrum. If the person does not do so, s/he is subject to removal pursuant to Rule 19 Sergeant-at-Arms.
- (f) Prior to the beginning of a meeting or public hearing, the Chair may require that all persons who wish to be heard sign in with the Clerk, give their name and home address, the agenda item and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so.
- (g) The Chair, subject to concurrence of the majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.
- (h) Employees of the County may address the Commission on matters of public concern. Employee comments that address an active grievance/arbitration, employee appeal matter or a personnel dispute will not be entertained as a part of Citizen Comments. Employees will be advised of the appropriate forum and process for presenting or discussing such matters.

3: Public Comments and Inquiries for Non Agendaed Items. The Commission shall not take final action on public comment items presented at the same meeting unless it waives its Rules of Procedure. When inquiries and comments are brought before the Commission, other than for items already on an agenda, the Chair may first determine whether the issue is legislative or administrative in nature and then:

- (a) If legislative, and the complaint is about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Commission finds consideration of such suggestions advisable, the Commission may refer the matter to a committee, to the County Attorney and/or the County Administrator for review and recommendation, or may take other action it deems appropriate.
- (b) If administrative, and the complaint is regarding the performance of administrative staff, administrative interpretation of legislative policy, or administrative policy within the authority of the County Administrator, the Chair should then refer the complaint directly to the County Administrator for her/his review, if said complaint has not been so reviewed. The Commission may direct that the County Administrator report to the Commission when her/his

review is completed.

(c) The Chair may also assign to a Commissioner issues that require additional examination. If so assigned, the Commissioner shall provide a report to the Commission when the examination is complete.

4: Commission Meetings -Regular. Unless otherwise advertised, all regular meetings of the Taylor County Board of County Commission are conducted at 5:30 p.m. on the 1st Monday and 3rd Tuesday of the month in the Commission Chambers at the County Commissioners Administrative Complex, 201 East Green Street, Perry, Florida.

(a) From time-to-time, regular meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances. Prior notice of such change shall be provided to the public, the Clerk and the media. While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of a regular meeting as is feasible.

5: Commission Meetings -Special (Requires a Minimum of 24 hrs Notice). The Chair, any two Commissioners, or the County Administrator may call a special meeting.

(a) The call for a special meeting shall be in writing and shall contain time, place and business to be conducted. The notice of a special meeting shall be posted on the East and West doors of the County Courthouse. The time and place of the special meeting will be added to the meetings list. Special meetings may be held upon no less than twenty-four (24) hours public notice.

(b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Administrator and the County Attorney shall be given 24 hours prior notice of the special meeting. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.

(c) Twenty-four hours prior notice of the special meeting shall be provided to the business office of each local media organization that has on file a written request for notice of special meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.

(d) Special meetings may be scheduled on days or evenings.

(e) An agenda outlining the business to be conducted will be available prior to the meeting. No business other than items listed on the agenda shall be conducted. Public comment shall be allowed on items on the agenda.

(f) If there is no longer a need for a special meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

6: Commission Meetings -Emergency. Any one Commissioner or the County Administrator may call, orally or in writing, an emergency meeting. An Emergency Meeting is a time sensitive meeting of such a nature that a 24 hour notice would be detrimental to the action to be addressed at the meeting.

(a) The call for an emergency meeting shall contain the time, place, and business to be conducted. Emergency meetings may be held, when practicable, upon the most reasonable notice allowable under the circumstances.

(b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Administrator and the County Attorney shall be given the most reasonable notice allowable under the circumstances. Such notice shall be provided by any reasonable means, including telephone, email, or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.

(c) The most reasonable notice allowable under the circumstances of the emergency meeting shall be provided to the business office of each local media organization that has on file a written request for notice of emergency meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.

(d) Emergency meetings may be scheduled on days or evenings.

(e) An agenda outlining the business to be conducted will be available prior to the meeting. No business shall be conducted other than items listed on the agenda. Public comment shall be allowed on items on the agenda.

(f) If there is no longer a need for an emergency meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

7: Informal Commission Meetings -Inspection Trips, Retreats and Workshops. The Chair, Commission, or County Administrator may schedule informal meetings, inspection trips, retreats or workshops to gain new information, request clarification and in general improve communication between elected officials and the general public. Advance notice of these meetings shall be given in the same manner as special meetings. Minutes of these meetings shall be made by County Commission staff.

8: Public Hearings; Time; Location.

(a) Public hearings shall be held as part of the regularly scheduled Commission meetings and will be so agendaed by the Clerk of the Court and are normally scheduled to begin at 6:10 P.M.

(b) The matters under consideration shall be heard at the designated time, or as soon thereafter as practicable. However, by vote (of a majority plus one pursuant to Subsection 125.66(4) (b) (1), F.S.), the County Commission may conduct public hearings for those applications identified in this subsection usually required after 6:10 p.m. at another time of day. Public hearings may be continued from a prior meeting, or scheduled on days or evenings in addition to the first Monday and third Tuesday of each month.

(c) Prior to the beginning of any meeting or public hearing, the Chair may require that all persons who wish to be heard sign in with the Clerk, give their name, the agenda item and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so. The Chair, subject to concurrence of a majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.

9: Public Hearing; Procedures.

(a) General Public Hearings - The procedures to be followed for public hearings are, generally, as follows:

(1) The County Administrator or his/her designee should describe the agenda item to be considered, and provide the staff recommendation. The Chair should then inquire as to whether any Commissioners have questions for administration. After Commissioners' questions are answered, the Chair then opens the public hearing.

(2) Following public comment (if any), the Chair closes the public hearing and inquires if any Commissioner wishes to put forth a motion. If a motion and a second are made, the Chair then calls for discussion among Commissioners.

(3) The Chair inquires if there is any further discussion by the Commissioners and any final comments or recommendations from administration. The Chair restates the motion.

(4) The Chair inquires of the Commissioners as to whether they are ready for the question, calls for the vote and after the vote restates the vote.

(b) Quasi-Judicial Hearings - The procedures to be followed for quasi-judicial hearings are generally as follows:

(1) Prior to the commencement of quasi-judicial hearings, the County Attorney will provide the public with an explanation of quasi-judicial hearing proceedings and shall read the following statement:

"All persons wishing to participate and speak will be sworn in prior to speaking during this proceeding. All persons have the right, through the Chair, to ask questions of staff or other speakers, to seek clarification of comments made by staff or other speakers and respond to comments or presentations of staff or other speakers. All persons who present written materials to Commissioners for consideration must ensure that a copy of such materials is provided to the Clerk for inclusion in the Commission's record of proceedings and official minutes."

"While we welcome comments from all persons with an interest in this proceeding, Florida law requires that the County Commission's decision in a

quasi-judicial action be supported by competent substantial evidence presented to the Commission during the hearing on the application. Competent substantial evidence is such evidence as a reasonable mind would accept as adequate to support a conclusion. There must be a factual basis in the record to support opinion testimony from both expert and non-expert witnesses. Persons presenting testimony may rely on factual information that they present, that is presented by County staff, that the applicant presented, or on factual information included in the County staff report to support their testimony."

- (2) After reading the statement, the Clerk will make the following inquiry of the County Commissioners:

"Has any Commissioner received any oral or written communications regarding the land use items to be discussed? If so, please disclose the substance of the communication and identify the person making the communication."

Disclosure made must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex-parte communication are given a reasonable opportunity to refute or respond to the communication.

- (3) The Clerk shall administer the affirmation to all persons who desire to speak at quasi-judicial proceedings before the County Commission

- (4) The County Administrator or his/his designee shall describe the quasi-judicial item to be considered and make a presentation pertaining to the item. The Chair shall then inquire as to whether any Commissioner has questions for the staff that made the presentation. After the Commissioners' questions are answered, the Chair will ask if any of the parties to the proceeding have any questions of staff members who made presentations.

- (5) The applicant for a land use change or his/her representative will make a presentation pertaining to the application. The Chair will once again inquire as to whether Commissioners and then parties to the proceeding have questions of the applicant and the applicant's representatives.

- (6) The Chair will next ask if any members in the audience wish to present testimony. At the conclusion of the testimony, the Chair will ask if any of the Commissioners or any of the parties to the proceeding have questions of the witness.

- (7) There will be an opportunity for applicant rebuttal and staff closing comments.

- (8) The Chair will then inquire of the Commissioners as to whether they are prepared to vote to address the application before them.

(c) Ex-Parte Communications

Florida Statutes Section 286.0115 provides that any person who is not otherwise prohibited by statute, charter provision or ordinance may discuss with any commissioner the merits of any matter that the County Commission may take action. The following procedures, which remove the presumption of prejudice, shall be followed for ex-parte communication.

(1) The substance of any ex-parte communication with a Commissioner which relates to a quasi-judicial action pending before the Commission (such as a land use decision) is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group or entity with whom the communication took place is disclosed and made a part of the record before the final action on the matter.

(2) A County Commissioner may read a written communication from any person. A written communication that relates to quasi-judicial action pending before the Commission (such as a land use decision) shall not be presumed prejudicial to the action. Such written communication shall be made a part of the record before final action on the matter.

(3) Commissioners may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before the Commission. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit or expert opinion is made a part of the record before final action on the matter.

10: Public Records; Inspection; Duplication. Pursuant to Chapter 119, F.S., all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, email messages, or other material, regardless of physical form or characteristics, made or received pursuant to law or in connection with the transaction of official business by any agency, are public records. A public record (including information stored in computers) is open to public inspection and duplication, unless exempted by law. The Clerk is the official records Custodian of public records for the County.

(a) If the purpose of a document prepared in connection with the official business of the agency is to perpetuate, communicate or formalize knowledge, then it is a public record regardless of whether it is in final form, or the ultimate product of an agency.

(b) Requests for copies of public information (including the Chair's mail and videotapes of County Commission meetings and workshops) should be made through the Clerk of the Courts Office and a copy of the request forwarded to the County Administrator. The cost is as established by law.

(c) Any and every media conference officially sponsored by Taylor County Government will be open to all media representatives and to the general public. Press conferences will be conducted in a location that is publicly accessible.

11: Commission Mail; Circulation; Public Review and Duplication. All mail addressed to the Chair and the Commissioners, which is received pursuant to law or in connection with the transaction of official County business, is a public record (Chapter 119, F.S.). The public may review and duplicate these records via email.

(a) Each Commissioner will be provided a copy of the Chair's mail. The originals with attachments will remain in the Chair's mail file. Items of considerable length (such as petitions) will not be copied; instead, a memorandum will be distributed which announces the availability and location of the item in the office. Publications and lengthy agenda materials for other boards on which Commissioners serve will not be copied; only the agenda will be circulated.

(b) Each Commissioner will receive the original of items addressed to her/him. Mail with the words similar to "Personal", "Confidential" or "For the Addressee Only", shall be delivered unopened to the addressee.

(c) The Chair and Commissioners who receive individually-addressed mail will be responsible for replying. Asking the County Administrator to draft a response for their signature or requesting that the item be agendaed for formal Commission consideration is appropriate. The County Administrator shall be responsible for ensuring that mail addressed to the Chair or the Commission is properly answered or placed on an agenda.

SECTION II -PREPARATION OF AGENDA; ORDER OF BUSINESS

12: Preparation of Agenda. The Clerk is responsible for the preparation of the suggested agenda. The County Administrator in conjunction with the Clerk's office shall prepare the agenda. The Chair, any Commissioner or Constitutional Officer, the County Administrator, or the County Attorney may place an item on the agenda. The Chair and County Administrator will meet to discuss each agenda.

(a) As a general practice, all supporting documentation (original plus five copies) must be provided to the County Administrator's office not later than Wednesday, 10:00 a.m., the week prior to the scheduled Commission Meeting. Item(s) may not be included on the suggested agenda if the supporting documentation is not provided by the deadline unless approved by the Chair.

(b) Presentations will normally not exceed fifteen (15) minutes in length.

(c) Agenda review is a session conducted between the Chair and the County Administrator designed for discussion of the suggested Board agenda items prior to the Commission Meeting. The Chair is the final approval authority for the suggested agenda. During a Commission meeting the suggested agenda may be approved as is or changed at the discretion of the Commission. The Commission can amend the suggested agenda over the objections of the Chair by a simple majority vote.

13: Agenda Material. The Clerk's office insures a copy of the suggested agenda and supporting materials is ready to be mailed to each Board Member, the Clerk, the County Administrator, the County Attorney and the media by 5:00 p.m. the Wednesday prior to the scheduled Commission meeting or Public Hearing, except when legally observed holidays affect copying and distribution. The agenda, as well as lengthy reports that are part of agenda documentation, will be available for public review in the Clerk's office located on the 1st floor of the Taylor County Courthouse at 108 N. Jefferson Street, Perry, Florida, 32347

(a) Each Commissioner should carefully review the Consent Agenda to determine whether there is any item s/he wishes to have removed from the Consent Agenda and placed on the Regular Agenda. If any Commissioner wants an item removed from the Consent Agenda and placed on the Regular Agenda s/he should contact the County Administrator.

14: Meeting; Order of Business.

(a) The business of all regular meetings of the Commission should be transacted as follows - provided, however that the Chair may, by simple majority vote or consensus of the Commission, re-arrange items on the suggested agenda to more expeditiously conduct the business before the Commission.

(1) Invocation and Pledge of Allegiance - The Commission may maintain a clergy rotational roster for the invocation. Members of the Commission as well as others may also be designated to present the invocation. The Chair shall lead the pledge.

(2) Adjustments and Approval of the Regular, Consent and Public Hearing Agenda except for items advertised for public hearings, items may be added to, or removed from, the agenda. Adjustments are made to the suggested agenda based upon the review of the suggested agenda, or recommended additions or deletions to the consent or general business agenda by Board members or staff. Examples of items to be added include grant applications or items received after the established deadline that are time-sensitive. Authorization to advertise ordinances may be placed on the consent agenda. A motion to approve the agenda:

- (a) approves any amendments to the Regular and Consent Agenda;
- (b) adopts the Regular Agenda; and
- (c) approves all items on the Consent Agenda to stay on the Consent Agenda. – The County Administrator may place items on the consent agenda which are: routine or technical in nature, have been previously discussed by the Board, resolutions of a routine nature authorization to advertise ordinances, public hearings, bid specifications, items that have a unanimous recommendation of the Planning Board and staff for approval and no opposition on the agenda and other items as authorized by the board.

- (3) Approval of Minutes from previous meetings
- (4) Awards/Recognitions
- (5) Comments and Concern from the Public for Non Agendaed Items
- (6) Approval of the Consent Agenda
- (7) Bids/Public Hearings
- (8) Hospital Items
- (9) Public Requests Agendaed
- (10) Advisory Committee Reports
- (11) Constitutional Officers/Other Governmental Units
- (12) General Business
- (13) County Staff Items
- (14) County Attorney
- (15) County Administrator

- (17) Comments and Concern from the Public for Non Agendaed Items
- (18) Examination and Approval of Invoices
- (19) Commissioner Comments – Board Informational Items
- (20) Motion to Adjourn

(b) Any items not listed on the printed agenda, for which a Commissioner will request Commission action, should be in writing, and should be provided to the Commission, the County Administrator, the Clerk and the public not later than the beginning of the meeting. The exceptions are items of an emergency nature or those that do not require a written explanation.

(c) No meeting should be permitted to continue beyond 10 p.m. without the approval of a majority of the Commission. A new time limit must be established before taking a Commission vote to extend the meeting. In the event that a meeting has not been closed or continued by Commission vote prior to midnight, the items not acted on are to be continued to a designated time on the following day, unless State law requires hearing at a different time or unless the Commission, by a majority vote of members present, determines otherwise.

15: Quorum. A quorum for the transaction of business by the Commission consists of three (3) Commissioners. Once a quorum has been established, a majority of Commissioners present at the meeting shall be required to carry a motion, unless by statute, ordinance or other regulation, an extraordinary majority (4/5ths) of the Commission is required for approval of an item (e.g. consideration of emergency ordinances, gas tax).

16: Required Attendance of Officials. In addition to Commissioners, County officials whose regular attendance shall be required at meetings of the Commission are the: County Administrator, County Attorney, Clerk of the Court, or their designees. A representative of the Taylor County Sheriff's Office shall be present to provide security and assistance in maintaining order.

17: County Attorney - Parliamentarian. The County Attorney serves as parliamentarian, and advises the Chair as to correct rules of procedure or questions of specific rule application. The parliamentarian calls to the attention of the Chair any errors in the proceedings that may affect the substantive rights of any member, or may otherwise do harm.

18: Clerk of the Court - Minutes. The Clerk of the Court or her/his designee shall make correct minutes of the proceedings of each regular, special or emergency Commission meeting. The draft minutes are reviewed by the Chair. The Clerk shall provide corrected copies of the final minutes to each Commissioner for their reading.

(a) The Clerk's office places the minutes on the agenda for approval by the Commission. Such minutes stand confirmed at the regular Commission meeting without a reading in open meeting, unless some error is shown. In such event, an appropriate correction is made.

(b) The Clerk of the Court or her/his designee shall be responsible for recording County Commission workshops. The Clerk will be included in the selection of dates and times for workshops.

19: Sergeant at Arms. The County Administrator, or her/his designee, shall be sergeant-at-arms of the Commission meetings. The Taylor County Sheriff's Office is authorized to assist the County Administrator in performing this duty. The County Administrator shall carry out all orders and instructions given by the County Commission for the purpose of maintaining order and decorum at the Commission meeting. The following policy will provide guidance in handling disruptions:

(a) If an individual refuses to relinquish the podium after being allowed to address the Commission, the Chair will inform the individual that their time to address the Commission has expired and the Chair will direct the individual to leave the podium.

(b) If an individual causes disruption in the Commission meeting site, the Chair will inform the individual causing the disruption to cease the disruptive activity.

(c) If the disruption fails to stop:

(1) The Chair will inform the individual causing the disruption that their actions are contrary to the orderly function of the meeting and that the individual is to cease such action or the Sergeant-at-Arms (County Administrator/designee) will be instructed to remove the individual from the meeting site.

(2) The Chair will direct the individual to leave the meeting site. The Chair will inform the individual that, if s/he is directed to leave and fails to do so, the individual will be subject to arrest for trespass.

(3) If the disruption fails to cease, the Chair shall be authorized to take final action and read the following: "As the Commission Chair, I inform you that your actions are inconsistent with the orderly function of this meeting and you have failed to comply with the lawful order of the Chair. I am instructing the Sergeant-at-Arms (County Administrator/designee) to have you removed from this meeting site, and if deemed necessary by the Sergeant-at-Arms, to remove you from this building."

20: Rules of Order and Debate. Every Commission member desiring to speak should address the Commission Chair and, upon recognition by the Chair, the speaker shall confine their comments to the question under debate.

(a) The maker of a motion shall be entitled to the floor first for debate.

(b) A member once recognized should not be interrupted when speaking unless to call said member to order. The member should then cease speaking until the question of order is determined, without debate, by the Chair. If in order, said member will be at liberty to proceed.

(c) If the Commission Chair wishes to put forth or second a motion, s/he shall relinquish

the chair to (1), the Vice Chair, (2), the senior Commission member (if the Vice Chair is absent), (3) another Commission member who has remained impartial or (4), the Clerk, until the main motion on which the presiding officer spoke has been disposed.

21: Voting. The votes during all Commission meetings should be transacted as follows:

(a) In order to expedite business, the Chair shall determine whether to call a simple vote (all in favor of) or by roll call. At the request of any Commissioner, a roll call vote shall be taken by the Clerk. The roll call vote may be determined in alphabetical order, with the Chair voting last.

(b) When the Chair calls for a vote on a motion, every member, who is present in the Commission chambers must give his/her vote, unless the member has publicly stated that s/he is abstaining from voting due to a conflict of interest, pursuant to Section 112.3143 or Section 286.011, Florida Statutes. If any Commissioner declines to vote "aye" or "nay" by voice, his or her vote shall be counted as an "aye" vote.

(c) The passage of any motion, policy or resolution shall require the affirmative vote of at least a majority of the membership of the Commissioners who are present and eligible to vote. In case of a tie in votes on any proposal, the proposal shall be considered lost.

(d) Any Commissioner shall have the right to express dissent from or protests against any ordinance, resolution or policy of the Commission, and to have the reason therefore entered in the minutes.

22: Conflict of Interest as Specified in 112.3143 or Section 286.011, Florida Statutes. No Commissioner shall vote in her/his official capacity on a matter which would inure to his/her special private gain, or which the Commissioner knows would inure to the special private gain of any principal by whom s/he is retained, of the parent organization or subsidiary of a corporate principal by which s/he is retained, or a relative or of a business associate. Within fifteen (15) days following that Commission meeting, s/he shall file with the Clerk to the Commission a Form 8B which describes the nature of her/his interest in the matter. The Form 8B shall be received by the Clerk and incorporated into the minutes of the meeting.

23: Ordinances. An enacted ordinance is a legislative act which prescribes general, uniform, and permanent rules of conduct relating to the corporate affairs of the county. Commission action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty. All ordinances shall be introduced in writing, and scheduled for public hearing after advertisement.

(a) **Emergency Ordinances.** By vote of one more than the majority, the Commission may without notice or hearing adopt an emergency ordinance. The emergency ordinance shall contain a declaration describing the emergency, and shall be passed in accordance with Section 125.66(3), F.S.

24: Resolutions. Generally, an enacted resolution is an internal legislative act which is a formal statement of policy concerning matters of special or temporary character. Commission

action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired. All resolutions shall be reduced to writing. A resolution may be put to its final passage on the same day on which it was introduced. Resolutions are to be assigned numbers and recorded with the number by the Clerk or designee.

25: Motions. An enacted motion is a form of action taken by the Commission to direct that a specific action be taken on behalf of the county. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law. All motions shall be made and seconded before debate.

Before a motion has been stated by the Chair, its proposer may change or withdraw it without the Commission's permission, and any member or the Chair may request that the maker withdraw it. Once the motion has received a second and has been stated by the Chair, the Commission must vote on the motion.

Examples of properly made motions are found in Attachment 5, page 23 of this document and may be used as appropriate in Board proceedings.

26: Reconsideration of Action Previously Taken. Refer to examples of properly made motions in Attachment 5, page 23.

27: Rescinding Action Previously Taken. Refer to examples of properly made motions in Attachment 5, page 23.

SECTION III -GENERAL PROVISIONS

28: Newly-Elected Commissioners. The term of County Commissioners elected to office shall commence on the second Tuesday following the general election as specified in Florida Statutes Section 100.41.

A swearing-in ceremony for newly-elected commissioners will be coordinated by the County Administrator. The County Administrator shall provide an orientation program.

29: Election of Chair and Vice-Chair. The Clerk shall preside over the election of officers. Procedures for electing officers are as follows:

(a) At the second regularly scheduled Commission Meeting of November each year, or as soon thereafter as practicable, the Commission elects a Chairperson from among its members. The Clerk calls for nominations for Chair; nominations do not require a second. A roll-call vote is conducted by the Clerk if there is more than one nomination. If a vacancy occurs in the office of the Chair, the Commission shall, at its next meeting, select a Chair for the remainder of the term.

(b) In conjunction with the above election, a Vice-Chair is also elected in a like manner.

(c) In case of the absence or temporary disability of the Chair, the Vice-Chair serves as Chair during the absence. In case of the absence or temporary disability of the Chair and the Vice-Chair, an Acting Chair and Vice-Chair, selected by members of the Commission, serves during the continuance of the absences or disabilities.

30: Commission Chair; Presiding Officer. The Presiding Officer (the Chair) presides at all meetings of the Commission, and is recognized as the head of the County for all ceremonial purposes. In addition to the powers conferred upon her/him as Chair, s/he continues to have all the rights, privileges and immunities of a member of the Commission. The Chair's responsibilities include:

(a) Call the meeting to order, having ascertained that a quorum is present;

(b) Recognize all Commissioners who seek the floor under correct procedure. All questions and comments are to be directed through the Chair and restated by her/him, and s/he declares all votes;

(c) Preserve order and call to order any member of the Commission who violates any of these procedures; and, when presiding, decide questions of order, subject to a majority vote on a motion to appeal;

(d) Expedite business in every way compatible with the rights of members;

(e) Remain objective while enjoying the same rights in debate as any other member; but the impartiality required of the Chair in an assembly precludes exercising these rights while presiding. The Chair should have nothing to say on the merits of pending questions until the

Commissioners and citizens have fully debated the question. On certain occasions which should be extremely rare the Chair may believe that a crucial factor relating to such a question has been overlooked and that his/her obligation as a member to call attention to the point outweighs the duty to preside at that time. If the Chair wishes to place a motion, the gavel must be relinquished.

Based upon these Rules of Procedure, the gavel will be relinquished in the following order:

- (1) Vice Chair;
- (2) Other Commissioners based upon seniority;
- (3) Another Commission member who has remained impartial;
- (4) Clerk to the County Commission;

The presiding officer who relinquished the chair should not return to it until the pending main question has been disposed of, since s/he has expressed partisanship as far as that particular matter is concerned.

(f) Declare the meeting adjourned when the Commission so votes, or at any time in the event of an emergency affecting the safety of those present;

(g) When time constraints dictate, the Chair is authorized to approve authorizations to advertise for public hearings.

(h) Assign Commissioner's seats in the commission chambers.

(i) For time-sensitive matters only, send letters to the Taylor County's State and Federal Legislative Delegations and other government officials in support of Taylor County municipality or community-based organization initiatives, such as legislative changes and grant requests, provided the Board of County Commissioners has taken a position in support of the initiative in its legislative agenda or by some other action expressed its position on the issue presented.

(j) The Chair is to be paid an additional \$50 a month as provided by Florida Statute to offset the additional cost associated with the duties and responsibilities of the position.

31: Legislative Program and Communication with Lobbyists. Each year, prior to the Legislative Session, the County Administrator shall submit to the Commission a proposed legislative program for the State Legislature and the Federal Government. This program shall be based on legislative concerns submitted by Taylor County, the City of Perry and other Special Districts of the County. The County will coordinate with the Florida League of Cities and the Florida Association of Counties, as is appropriate, to protect the interests of Taylor County in the legislative process.

(a) The final State and Federal Legislative Program will be approved at a County Commission meeting. Copies of the approved Legislative Program shall be submitted to the appropriate Legislative Delegation in order to seek favorable legislation and appropriations to further the goals of Taylor County. The Legislative Program and lobbying efforts should be developed to coordinate and leverage federal and state appropriations.

(b) As deemed necessary by the County Commission, the County Administrator may solicit and obtain the services of professional lobbyists to gain approval or favorable consideration of issues within the Legislative Program, or to intercede on behalf of Taylor County before governmental administrative agencies. The County Administrator shall notify the County Commission when such services are to be rendered.

(c) Professional registered lobbyists or county staff members assigned to advance the County's Legislative Program shall meet all legal requirements of the State of Florida and conduct themselves ethically to eliminate any conflict of interest, as they represent the citizens of Taylor County. Firms or individuals lobbying on behalf of the County will use the approved Taylor County Legislative Program, including those issues submitted by municipalities and approved by the County Commission, as a guide for their activities. New issues shall be approved by the County Commission for inclusion in the adopted Legislative Program.

(d) In the event of emergency or in the changing climate of the legislative amendment process, the County Administrator may (in consultation with the Chair of the County Commission) take action on bills or amendments that would have a favorable impact on Taylor County. Such emergency authorizations will be reported to the County Commission in a timely manner. The County Administrator may, at his/her discretion, assign county employees to the legislative tasks (including attendance in Tallahassee, or appearance before legislative or administrative bodies) to promote the Legislative Program.

32: Commissioners Appointment to Boards and Committees. Members of the County Commission serve on various boards and committees (e.g., Aucilla Regional Landfill, North Central Florida Regional Planning Council, and Suwannee River Management District etc.). Appointments are reviewed and assigned the second meeting in November each year or as soon thereafter as practicable by the new Chair.

(a) A listing of previous-year appointments will be disseminated by the Chair to the County Commission at the last meeting in October so that each Commissioner can determine his/her interest in serving on various boards/committees.

(b) If there is no nominee or no volunteer or more than one volunteer for a vacancy, the Chair will appoint a Commissioner to serve. The Commission shall ratify the appointments to boards and committees.

(c) Each Commissioner shall call upon and seek the recommendation of the County Administrator regarding staff support for various committees. Employees shall assist Commissioners as directed by the County Administrator. When the County Administrator's and a Commissioner's recommendation differ, both recommendations will be discussed at an appropriate regular commission meeting.

(d) The County Administrator is responsible for scheduling recommendations on the Commission agenda in a timely manner.

33: Appointment by the Board of County Commissioners of Citizens to serve on Boards and Committees. The County Commission is required to select individuals to serve on various boards and committees (e.g., Planning Board, Hospital Board, Taylor County Development Authority, Tourist Development County, Big Bend Water and Sewer, Taylor Coastal Water and Sewer, Airport Advisory Committee, Library Board, etc.). It is the policy of the Commission that all vacancies are advertised. Applications are to be turned in to the office of the County Administrator or his designee for the Board or Committee. Applications must be turned in not later than the established closing date unless it is a position that has been hard to fill and has been advertised as "until filled". The Commission will make the selection for appointment in an open Board meeting by using an Applicant Ranking Form listing the applicants provided by the County Administrator's office (see attachment 4 on page 22).

(a) Prior to each ranking the Commission will agree upon how many applicants are to be ranked. Each Commissioner must rank the number of candidates specified. If more than one position is to be filled the Board may use one ranking to fill multiple positions. If the Commission in its sole discretion determines that there are no suitable applicants they may choose to re-advertise for applicants instead of going through the ranking process.

(b) If the Commission decides to rank order the applicants available, each Commissioner will rank order the specified number of applicants from the names provided on the Applicant Ranking Form. Commissioners are to rank their top applicant as #1, ranking their second best applicant as #2, etc. The rankings of all Commissioners present will be combined to provide the overall ranking. The applicant with the lowest score will then be designated as the selected candidate by the Commission. If there are multiple positions to be filled the applicant with the second lowest position would fill the second vacancy. This procedure would be followed until all positions are filled... These rules may be modified to fit the specific situation.

(b) Once an applicant is selected a member of the Commission will make a motion to fill the position with that individual.

34: Suspension and Construction of Rules. Temporary suspension of these procedures shall permit the Commission to take some action that would otherwise be prevented by a procedural rule already adopted. These Rules of Procedure may be amended or temporarily suspended at any Commission meeting with an affirmative vote of a majority of the Commission. These rules are for the efficient and orderly conduct of Commission business only; no violation of such rules shall invalidate any action of the Commission when approved by a majority vote required by law.

Note: This set of Rules of Procedure should be reviewed and if applicable, adopted not later than the second meeting of each November or as soon thereafter as practicable.

Attachment 1: Request to Speak for Non-Agendaed Items.

MALCOLM PAGE
District 1

MARK WIGGINS
District 2

LONNIE HOUCK
District 3

PAM FEAGLE
District 4

PATRICIA PATTERSON
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

Request to Speak on Non-Agendaed Items

The Board welcomes you to this meeting. All meetings are conducted in compliance with the Florida Government in the Sunshine Law, Section 286.011, Florida Statute. 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, requests for information and requests for action on items not on the agenda.

To speak on an issue not on the agenda you need to complete a "Request to Speak for Non-Agendaed Items" form available at Board meetings and hand it to the County Administrator or his designee before the meeting or prior to speaking.

Only those who have completed and submitted the "Request to Speak for Non Agendaed Items" form are allowed to speak on non-agendaed items. Each individual is allowed to speak for two minutes. In most cases you will not receive an immediate response. They may direct the County Administrator or the County Attorney research the issue and respond to you directly or to agenda the issue at a future Board meeting. At times during Board meetings, Board members may ask for information from audience participants. Please refrain from comment unless the Board recognizes you.

If you have received this form via mail, fax or email, you may email it to county.admin@taylorcountygov.com or fax it back to (850) 838-3501 a minimum of 1 hour prior to the meeting. If you have any questions, please contact the County Administrator's office at (850) 838-3500, Ext. 7. Thanks for helping us conduct an open and orderly meeting.

Request to Speak on Non-Agendaed Items

Name

Date

Group/Organization you represent, if any:

Phone:

Email:

Topic:

Attachment 2: Request to Speak for Agendaed Items.

MALCOLM PAGE
District 1

MARK WIGGINS
District 2

LONNIE HOUCK
District 3

PAM FEAGLE
District 4

PATRICIA PATTERSON
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

Request to Speak on Agendaed Items

The Board welcomes you to this meeting. All meetings are conducted in compliance with the Florida Government in the Sunshine Law, Section 286.011, Florida Statute. We value the ideas and insights of the public. Therefore, it is the policy of the Board to allow the public to comment on and ask questions regarding items on the agenda.

To speak on an issue on the agenda you need to complete a "Request to Speak for Agendaed Items" form available at Board meetings and hand it to the County Administrator or his designee before the meeting or prior to speaking. Please insure that you identify the agenda item number and topic you wish to speak on. You must fill out a separate request for each item you wish to speak on.

When specified by the Board only those who have completed and submitted the "Request to Speak for Agendaed Items" form are allowed to speak on agendaed items. Each individual is allowed to speak for two minutes per item requested. At times during Board meetings, Board members may ask for information from audience participants. Please refrain from comment unless the Board recognizes you. If you have received this form via mail, fax or email, you may email it to county.admin@taylorcountygov.com or fax it back to (850) 838-3501 a minimum of 1 hour prior to the meeting. If you have any questions, please contact the County Administrator's office at (850) 838-3500, Ext. 7. Thanks for helping us conduct an open and orderly meeting.

.....

Request to Speak on Agendaed Items

Name

Date

Group/Organization you represent, if any:

Phone:

Email:

Agenda item Number: _____

Topic:

Attachment 3: Request to Amend Suggested Agenda.

MALCOLM PAGE
District 1

MARK WIGGINS
District 2

LONNIE HOUCK
District 3

PAM FEAGLE
District 4

PATRICIA PATTERSON
District 5



**TAYLOR COUNTY
BOARD OF COUNTY COMMISSIONERS**

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

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

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

Request to Amend Suggested Agenda

1: Date of Meeting Agenda to be amended. _____

2: Position of Person Making the request. (Circle one)

County Commissioner, Clerk, County Administrator, County Attorney

3: Name of Person Making the request. _____

Please move the following items from the consent to the regular agenda (may refer by number):

Please place the following topics on the regular or consent agenda (use additional pages for backup or explanation).

Please sign _____ date _____

Attachment 4: Board and Committee Applicants' Ranking Form

MALCOLM PAGE
District 1

MARK WIGGINS
District 2

LONNIE HOUCK
District 3

PAM FEAGLE
District 4

PATRICIA PATTERSON
District 5



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

Board and Committee Applicants Ranking Form

Date: _____

Commissioner: _____

Note: Rank the applicants as follows the best applicant is #1, the second best is number two, etc.

Applicant Name:	Rank Applicants 1-10

Attachment 5: Examples of Motions.

1: **Main Motion.** “Mr. Chair/Madam Chair, I move....” Requires a second – is debatable.

2: Subsidiary Motions:

a. **Amend:** “Mr. Chair/Madam Chair, I move to amend the motion.”, “Mr. Chair/Madam Chair, I move to strike the word(s) _____.”, “Mr. Chair/Madam Chair, I move to insert the word(s) _____ and strike the word(s) _____.” Requires a second – majority vote necessary for approval.

b. **Refer:** “Mr. Chair/Madam Chair, I move we refer the question to....” Requires a second – majority vote necessary for passage – limited debate.

c. **Defer to a time certain (postpone):** “Mr. Chair/Madam Chair, I move we postpone the question until (state a specific time).” Requires a second – majority vote necessary for passage – not debatable.

d. **Limit Discussion or Debate:** “Mr. Chair/Madam Chair, I move we limit debate (or discussion) to (state specific limit of time). Requires a second – a vote of a majority of the members present shall be required to pass. The motion is not debatable.

e. **Call the Question:** “Mr. Chair/Madam Chair, I call the question.” OR “I move to close discussion.” A majority of the members present shall be required to pass. The motion is not debatable, the Chair will make a termination if the debate is finished or not.

f. **Amend Something Previously Adopted:** “Mr. Chair/Madam Chair, I move to amend the motion adopted at our last meeting by...” Second is required – is debatable – a majority vote of the members present shall be required to pass. This motion may only be made by a person who was on the prevailing side of the original motion.

g. **Reconsider:** “Mr. Chair/Madam Chair, I move we reconsider the ... (previously adopted motion).” Second is required – majority vote necessary for passage – is debatable as to the reasons for reconsideration. This motion may only be made by a person who was on the prevailing side of the original motion.

h. **Rescind:** “Mr. Chair/Madam Chair, I move to rescind the” Second is required – majority vote with previous notice – discussion on motion is allowed. This motion may only be made by a person who was on the prevailing side of the original motion.

3: Incidental Motions.

- a. **Point of Order:** "Mr. Chair/Madam Chair, Point of Order" After recognition by the Chair, the member states his/her objection. There can be no discussion on the Point of Order. No vote, unless a motion arises out of the Point of Order.
- b. **Divide a Motion:** "Mr. Chair/Madam Chair, I move to divide the motion so as to consider separately... (stating the issues to be considered)." Second is required – majority vote necessary for passage – discussion shall be allowed on why it should be divided.
- c. **Consider by paragraph or seriatim:** "Mr. Chair/Madam Chair, I move that the motion be considered by paragraph (or seriatim)." Second is required – majority vote necessary for passage – discussion shall be brief on the necessity for the action.
- d. **Withdrawing a Motion:** "Mr. Chair/Madam Chair, I withdraw the motion." The maker of a motion or the person who seconded the motion may withdraw their motion or second at any time before the motion has been called for a vote.
- e. **Appeal the decision (of the Chair):** "I appeal the decision of the Chair." Second is required – a majority or tie vote upholds the Chair's decision – debate on motion to appeal is allowed with the Chair speaking first and last.

4: Privileged Motions.

- a. **Adjourn:** "Mr. Chair/Madam Chair, I move to adjourn." Requires a second – majority vote necessary for passage – there can be no discussion.
- b. **Motions of Privilege:** "I rise to a question of privilege affecting the meeting." OR "I rise to a question of personal privilege." The Chair will then request that the member state his/her question or point of privilege. There can be no discussion on the question.
- c. **Recess:** "Mr. Chair/Madam Chair, I move to recess until ... (state exact limit of recess)." Second is required – majority vote necessary for passage – there can be no discussion on the motion. The Chair may call for a recess, when necessary.

Attachment 6: Definition of Parliamentary Terms.

Adhere: to be attached to and dependent on; pending amendments adhere to the motion to which they are applied.

Ad-hoc Committee: a special committee chosen to do a particular task of work only.

Adjourn: to officially terminate a meeting.

Adjourned Meeting: a meeting that is a continuation at a later specified time of an earlier regular or special meeting. The continuation is always a part of the earlier meeting.

Adopt: to approve by vote; to pass by whatever vote required for the motion.

Affirmative Vote: the “aye” or “yes” vote supporting a motion as stated.

Agenda: the official list of items of business planned for consideration during a meeting.

Approval of Minutes: Formal acceptance of the record of a meeting thus making the record the official minutes of the Board. **Chair:** the Taylor County Chair, or in his/her absence, the Vice-Chair or other Board member elected to preside.

Board (The Board of County Commissioners): The legislative governing body of County government. Board and Commission are synonymous and are used interchangeable in this document.

Common Parliamentary Law: The body of rules and principles that is applied by the courts in deciding litigation involving the procedure of any organization. It does not include statutory law or particular rules adopted by any organization or board.

Convene: to open a meeting.

Debate: formal discussion of a motion under the rules of parliamentary law. (More often in these rules referred to as discussion.)

Defer: to not take action by either referring it to a committee; County Administrator or County Attorney for further action.

Delegation of Authority: authority given by the Board in certain matters to act for the Commission that is lawful and capable of being delegated.

Demand: an assertion of a parliamentary right by a member of the Commission.

Dilatory Motions or Tactics: misuse of procedures or motions that are out of order or would delay or prevent progress in a meeting.

Discretionary Duty: a duty that usually cannot be delegated to another because of the special intelligence, skill, or ability of the person chosen to perform the duty.

Executive Session: statutorily exempt meeting or session, such as executive collective bargaining sessions -Section 447.605(1), F.S.; meetings regarding risk management claims - Section 768.28(15), F.S.; and litigation meetings pursuant to Section 286.011(8) F.S. The Board shall follow all statutory requirements for exempt meetings.

Ex-officio: a person who is assigned to a board or committee by virtue of the office they hold.

Floor (as in "you have the floor"): when a member receives formal recognition from the Chair, s/he "has the floor" and is the only member entitled to make a motion or to speak.

General Consent: an informal method of disposing of routine motions by assuming unanimous approval unless objection is raised. Method: Are there any objections? Hearing none, the motion has passed.

Germane Amendment: an amendment relating directly to the motion to which it is applied.

Hearing: a meeting of the Commission for the purpose of listening to the views of an individual or of a particular group on a particular subject.

Hostile Amendment: an amendment that is opposed to the spirit or purpose of the motion to which it is applied.

In Order: permissible and right from a parliamentary standpoint, at the particular time.

Invariable in Wording: when a motion can be worded only one way and therefore is not

subject to amendment, it is said to be invariable in wording.

Majority Vote: more than half of the number of legal votes cast for a motion.

Minutes: the legal record of the action of the Board (or any body) that has been approved by vote of the body.

Motion: a proposal submitted to the Board for its consideration and decision; it is introduced by the words, "I move...."

Objection: the formal expression of opposition to a proposed action.

Order of Business: the adopted order in which the business is presented to the meeting of the Board.

Out of Order: not correct, from a parliamentary standpoint, at the particular time.

Parliamentary Authority: the code of procedure adopted by the Board as its parliamentary guide and governing in all parliamentary situations not otherwise provided for in the Board's rules or Florida Statutes.

Pending Motion: sometimes referred to as Pending Question. Any motion that has been proposed and stated by the Chair for the Board's consideration and is awaiting decision by vote.

Precedence: the rank or priority governing the motion.

Precedent: a course of action that may serve as a guide or rule for future similar situations.

Proposal or Proposition: a statement of a motion of any kind for consideration and action.

Quorum: the number of persons that must be present at a meeting of the Board to enable it to act legally on business.

Recognition: acknowledgement by the Chair, giving a member sole right to speak.

Reconsider: to review again a matter previously disposed of, and to vote on it again, a motion to reconsider can be made at the same meeting day or at a future meeting.

Request: a statement to the Chair asking a question or some "right."

Rescind: to nullify or cancel a previous action.

Resolution: a formal motion, usually in writing, and introduced by the word "resolved," that is presented to the Board for a decision.

Resolution of Thanks: a formal resolution given to a person(s) for a special service(s) from the Board.

Restricted Discussion: discussion on certain motions in which discussion is restricted to a few specified points.

Roll Call Vote: a recorded vote taken by calling the roll of the Commission.

Ruling: a pronouncement of the Chair that relates to the procedure of the Board.

Second: after a motion has been proposed, the statement "I second the motion" by another member who thus indicates his/her willingness to have the motion considered.

Seriatim: consideration by sections or paragraphs.

Standing Committees or Boards: committees or boards that have a fixed term and perform any work in its field assigned to it by the County or the Commissioners.

Statute: a law passed by the Legislature.

Tie Vote: a vote in which the affirmative and negative vote are equal on a motion. A motion receiving a tie vote is deemed denied, since a majority vote is required to take action.

Unanimous Consent: deciding a routine motion without voting on it. If anyone objects, a vote must be taken.

Unfinished Business: any business that is postponed definitely to a time certain.

Voice Vote: a vote taken by asking for the "ayes" and "nays". A person voting "aye" shall be in favor and a person voting "nay" shall be opposed. "Aye" may never be used to vote in opposition.

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

The County Administrator to discuss with the Board, Waste Pro's request concerning CPI, and the Board to consider what action to take, agendaed, Jack Brown, County Administrator.

MEETING DATE REQUESTED:

December 17, 2013

Statement of Issue:

Waste Pro is requesting the back CPI increases

Recommended Action:

Approve CPI increase not to exceed the CPI for the previous year as stated in ITEM 2, Page 16 of the proposal.

Fiscal Impact:

None

Budgeted Item:

N/A

Submitted By:

Jack R. Brown, County Administrator

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS


History, Facts & Issues: On August 20, 2013 – Waste Pro approached the Board and requested that the Board allow Waste Pro to implement the CPI for the current year as well as the life of the contract. At the August 20, 2013 meeting the Board directed that the County Administrator and the County Attorney enter into negotiations with Waste Pro to resolve the issue. The County Administrator and the County Attorney subsequently met with Mr. Joel Thornton. Waste Pro has done a good job providing waste services for the county and enjoys an outstanding professional reputation. The paragraph in question of the agreement reads as follows:

ITEM 2, Page 16; Base Rate Increase: The Base Rates will be applicable for the first 12 months of franchise service, after which the base rates MAY be increased by ____ percent per year based upon the Consumer Price Index (CPI) for the following four years of the contract period. This percent shall not exceed the CPI for the previous year.

Waste Pro's position is that they want to enact the CPI rate for the current year and each of the prior years. This would not result in the County paying anything additionally but would result in an increase to the customer. During negotiations it was the position of the County Administrator and the County Attorney that Waste Pro should have applied for the CPI increase each year rather than retroactively trying to recoup the missed years of CPI increases. While Waste Pro continues to provide outstanding service and we would like to maintain a good working relationship it is our recommendation that the Board allows only the increase as stated above that the percent "shall not exceed the CPI for the previous year. 6:00 p.m. has been changed throughout the document to make it consistent.

Options: Approve / Disapprove / Modify

Attachments: Past agenda items, RPF, and Agreement

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE: 	BOARD TO DISCUSS WASTE PRO INCREASE OF CPI FOR GARBAGE COLLECTIONS
MEETING DATE REQUESTED:	AUGUST 20, 2013

Statement of Issue: The Environmental Services Department has prepared a request for review of Waste Pro CPI increase requested by Waste Pro Territory Manager Joel Thornton

Recommended Action: Discuss

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: GARY WAMBOLT, ES DIRECTOR

Contact: 838-3533

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: ITEM 2. Page 16; Base Rate Increase: The Base Rates will be applicable for the first 12 months of franchise service, after which the base rates may be increased by _____ percent per year based upon the Consumer Price Index (CPI) for the following four years of the contract period. This percent shall not exceed the CPI for the previous year.

Options: APPROVE/NOT APPROVE

Attachments: Waste Pro Commercial Refuse collection Services Agreement



July 24, 2013

Jack Brown
County Administrator
Taylor County Administrative Complex
201 East Green St.
Perry, Florida 32347

Re: CPI rate increase for garbage collection

Dear Mr. Brown;

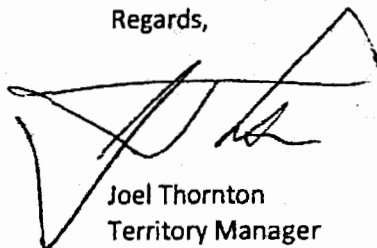
We have not exercised our right to a CPI each year since 2009. We are still charging the same rates today as in 2009. Please see the enclosed spreadsheet. This lays out the various increases we should have taken since 2009. We want to increase the pricing to the 2013 rates at the bottom of the spreadsheet.

Page 14 of the Taylor County contract was the initial pricing still being used today.

Page 15, item 2 articulates that a CPI may be implemented "per year".

I trust this provides the proper notice to catch up on this. We want to implement this small increase on October 1, 2013.

Regards,



Joel Thornton
Territory Manager



Joel Thornton
Sales
C 850-210-2255
F 850-531-0800
jthornton@wasteprousa.com
"Municipal and County Contracts
State of Georgia"

264 Commerce Lane
Midway, FL 32343
WasteProUSA.com

	2010	2011	2012	2013
CPI all Items	1.05%	3.56%	1.66%	1.75%
CPI Limit	1.05%	1.05%	1.05%	1.05%

Taylor County					
2009 July					
	2009	2009	2009	2009	2009
	1X	2X	3X	4X	5X
2	\$69.25	\$120.85	\$172.75	\$229.15	\$285.50
4	\$84.35	\$147.00	\$224.70	\$299.50	\$372.25
6	\$117.17	\$202.16	\$280.49	\$388.25	\$460.15
8	\$145.14	\$252.25	\$341.40	\$453.00	\$549.50

Taylor County					
	2010	2010	2010	2010	2010
	1X	2X	3X	4X	5X
2	\$69.98	\$122.12	\$174.57	\$231.56	\$288.51
4	\$85.24	\$148.55	\$227.07	\$302.65	\$376.17
6	\$118.40	\$204.29	\$283.44	\$372.13	\$465.00
8	\$146.67	\$254.91	\$345.00	\$457.77	\$555.29

Taylor County					
	2011	2011	2011	2011	2011
	1X	2X	3X	4X	5X
2	\$70.72	\$123.41	\$176.41	\$234.00	\$291.55
4	\$86.14	\$150.11	\$229.46	\$305.84	\$380.13
6	\$119.65	\$206.44	\$286.43	\$378.05	\$469.90
8	\$148.21	\$257.60	\$348.63	\$462.59	\$561.14


Taylor County					
	2012	2012	2012	2012	2012
	1X	2X	3X	4X	5X
2	\$71.46	\$124.71	\$178.27	\$236.46	\$294.62
4	\$87.05	\$151.69	\$231.88	\$309.06	\$384.13
6	\$120.91	\$208.61	\$289.45	\$380.01	\$474.85
8	\$149.77	\$260.31	\$352.30	\$467.46	\$567.05

Taylor County					
	2013	2013	2013	2013	2013
	1X	2X	3X	4X	5X
2	\$72.21	\$126.02	\$180.15	\$238.95	\$297.72
4	\$87.97	\$153.29	\$234.32	\$312.32	\$388.18
6	\$122.18	\$210.81	\$292.50	\$384.01	\$479.85
8	\$151.35	\$283.05	\$356.01	\$472.38	\$573.02

2013 vs 2009	1X	2X	3X	4X	5X
2	4.27%	4.28%	4.28%	4.28%	4.28%
4	4.29%	4.28%	4.28%	4.28%	4.28%
6	4.28%	4.28%	4.28%	4.28%	4.28%
8	4.28%	4.28%	4.28%	4.28%	4.28%

← proposed pricing.

← increase from 2009 level

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE:	BOARD TO APPROVE ADVERTISING FOR COMMERCIAL REFUSE COLLECTION SERVICES
	
MEETING DATE REQUESTED:	November 2, 2009

Statement of Issue: The Environmental Services Department has prepared a Request for Proposals (RFP) for Commercial Refuse Collection Services. It shall be advertised upon receiving Board approval.

Recommended Action: The Board should approve soliciting RFP's for the proposed scope of work.

Fiscal Impact: None

Budgeted Expense: No

Submitted By: John Singer, Environmental Services Director

Contact: 850-838-3533

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: At its meeting of September 1, 2009, the Board elected not to invoke the automatic renewal clause contained in the contract with Waste Pro of Florida, Inc. and to put out a Request for Proposals for Commercial Refuse Collection Services. At its Workshop of September 22, 2009, the Board reviewed the draft Request for Proposal document(s).

Options: Approve or Deny

Attachments: Request for Proposals for Commercial Refuse Collection Services

MALCOLM PAGE
District 1

MARK WIGGINS
District 2

LONNIE HOUCK
District 3

RUDOLPH PARKER
District 4

PATRICIA PATTERSON
District 5



ENVIRONMENTAL SERVICES DEPARTMENT

3750 US Highway 98 West

Perry, FL 32347

(850) 838-3533

TAYLOR COUNTY

BOARD OF COUNTY COMMISSIONERS

ANNE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3508 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 187
Perry, Florida 32348
(850) 584-6113 Phone
(850) 584-2423 Fax

NOTICE OF REQUEST FOR PROPOSALS

The Taylor County Board of County Commissioners is soliciting sealed proposals for *Commercial Refuse Collection Services*.

Qualified firms or individuals desiring to provide the required products or services must submit nine (9) packages in a sealed envelope or similar package marked "*Sealed Proposal for Commercial Refuse Collection Services*" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, or P.O. Box 620, Perry, Florida 32348, to arrive no later than 4:00 P.M., local time, on November 2, 2009. All Proposals **MUST** have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted. Proposals will be opened and respondents announced at 6:xx P.M. local time, or as soon thereafter as practical, on November 2, 2009, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

Proposal information **MUST** be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32348, (850) 838-3506.

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

Additional information may be obtained from:

Taylor County Environmental Services Department
3750 Highway 98 West
Perry, FL 32347
(850) 838-3533

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



ENVIRONMENTAL SERVICES DEPARTMENT

3750 US Highway 98 West

Perry, FL 32347

(850) 838-3533

TAYLOR COUNTY

BOARD OF COUNTY COMMISSIONERS

ANNE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3508 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

PROPOSAL CHECK-LIST

Check Items Included With Proposal

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

*This Proposal Check-List **must be included with the submitted Proposal.***



ENVIRONMENTAL SERVICES DEPARTMENT

3750 US Highway 98 West

Perry, FL 32347

(850)838-3525

TAYLOR COUNTY

BOARD OF COUNTY COMMISSIONERS

ANNE MAE MURPHY, Clerk
Post Office Box 620
Perry, Florida 32348
(850) 838-3508 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

GENERAL CONSIDERATIONS

1. Proposals must be submitted by mail or in person to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, or P.O. Box 620, Perry, Florida, 32348 to arrive no later than 4:00 P.M., local time.
2. Proposals that are not delivered to the physical address of the Clerk of Court prior to the specified time, will not be considered and will be returned to the responder unopened.
3. Proposals must be in a sealed envelope plainly marked "*Commercial Refuse Collection Services*" on the outside.
4. Once opened no Proposal may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
5. Proposals must include a completed Florida Public Entity Crimes Statement as required by F.S. 287.133 (3) (a).
6. Proposals shall be opened and read aloud on November 2, 2009 at 6:xx P.M., in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.
7. The Taylor County Board of County Commissioners reserves the right to accept or reject any and/or all Proposals in the best interest of Taylor County.
8. It is the responsibility of the responders to fully understand and follow all conditions and specifications contained on this request.

9. The Taylor County Board of County Commissioners will enter into an Exclusive Franchise Agreement with the successful responder. Such agreement shall be reviewed and approved by the Taylor County Attorney prior to acceptance by the Board.
10. Proposal considerations/specifications **MUST** be obtained from the Clerk of Court, 108 North Jefferson Street, Suite 102, Perry, Florida 32348, (850) 838-3506.
11. All Proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing liability insurance coverage on the contractor, listing Taylor County as an additional insured. Also include the Declaration Page from the insurance policy showing Workmen's Compensation Insurance on all employees working on the project. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. Any responder who does not furnish the required insurance documents will not be considered.
12. The Taylor County Board of County Commissioners Does Not Accept Faxed Proposals.
13. Responders who elect to send sealed Proposals overnight express, must send them to the physical address of: Clerk of Court, 1st floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347.

For additional information, contact:

Taylor County Environmental Services Department
3750 Highway 98 West
Perry, Florida 32347
(850) 838-3533

SPECIFICATIONS
FOR COMMERCIAL REFUSE COLLECTION SERVICES
TAYLOR COUNTY, FLORIDA

Table of Contents

<u>SECTION</u>	<u>TITLE</u>
1	GENERAL SYSTEM INFORMATION
2	DEFINITIONS
3	INFORMATION FOR PROPOSERS
4	PROPOSAL FORM
5	CONTRACT FORMS

SECTION 1

GENERAL SYSTEM INFORMATION

1.1 GENERAL SERVICES/COMMERCIAL REFUSE COLLECTION DIVISION

1.2.1 Customer Profile:

- a. Approximately ~~300~~ 200 Commercial Entities

1.2.2 Types of Service:

- a. Container Service: All business are required to utilize a container for refuse collection services. The minimum size required for containers is 2 cubic yards except when single-can service is used. 96 gallon "Totes" will be used.

Actual frequency of pick-ups is established by the individual customer upon request and varies from one to three pick-ups per week.

1.2.5 Refuse Disposal: Taylor County disposes of collected solid waste at the Aucilla Area Solid Waste Administration Sanitary Landfill located in Greenville, Florida on Highway 221.

- a. ~~Option A.~~ The landfill is operated and maintained by the Aucilla Area Solid Waste Administration. The landfill site is located approximately thirty miles north of Perry. The landfill has been in operation since 1992. Coordination and use of the Aucilla Area Solid Waste Administration operated landfill must be negotiated by the Contractor. The present tipping fees charged by the Aucilla Landfill includes a \$7.00 per ton surcharge which is collected by the landfill and remitted to Taylor County. NOTE: All MSW is required to be transported to the referenced landfill with the exception of Construction & Demolition Debris, Yard Waste and Recyclable materials.
- b. ~~Option B. If another option is available to dispose of the solid waste, please provide this information on Proposal Form Option B.~~

Additional information about the County and its sanitation service may be obtained from:

Mr. John J. Singer, Environmental Services Director
3750 Highway 98 West
Perry, FL 32347
850-838-3533

SECTION 2

DEFINITIONS

2.1 REFUSE

Includes garbage and trash as hereafter defined, and all trash, rubbish, paper, glass, metal, yard waste and other discarded or abandoned matter.

2.3 GARBAGE

Garbage shall mean all putrescible waste which generally includes, but is not limited to, kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with, or results from the storage, preparation, cooking or handling of food materials.

2.4 CONTAINER SERVICE

The service provided to churches, schools, restaurants, apartment complexes, hotels, motels, condominiums, office buildings and other business places, which use dumpsters.

2.5 CAN SERVICE

Can service (96 gal. Totes) may be offered to small businesses and those which do not have adequate facilities for placement of dumpster.

2.6 SPECIAL SERVICE

Any collection or disposal service provided, which exceeds the uniform level of service provided under container or can service, and for which a special service charge is applied.

2.7 INDUSTRIAL WASTES

Any and all debris from land clearing or manufacturing; any commercial shrubbery or tree cuttings which result from the operations of a commercial lawn maintenance or grounds keeping company; building construction or alteration debris (except minor do-it-yourself projects); or debris from public works construction projects whether performed by a government unit or by a private contractor.

2.8 HAZARDOUS MATERIALS

Hazardous waste shall mean materials, or combinations of materials, which require special management techniques because of their acute or chronic effect on the air and water quality on fish, wildlife or other biota and on the health, safety and welfare of the public. These wastes include, but are not limited to, radioactive substances, toxic or caustic chemicals, biological wastes, flammable wastes, waste oil and explosives. These wastes also include any waste that is defined as a hazardous waste by the State of Florida Department of Environmental Protection in

the State of Florida Administrative Code or, by any future legislative action or by federal, state or local law.

2.9 MECHANICAL CONTAINER

A container of sizes two (2) through ten (10) cubic yards or larger, which is emptied either into a front-end loader truck or into a rear-end loader truck. The words "mechanical container" are synonymous with dumpster. Mechanical container shall also include the 10 to 40 cubic yard roll-off type of containers, and mechanical compacting containers.

2.10 COMMERCIAL CONTAINER

Commercial container shall mean any stand-alone or detachable receptacle or roll-off box for the disposal of garbage or refuse designed or intended for mechanical pickup.

2.11 COMMERCIAL ESTABLISHMENT

Any public or private place, building and/or enterprise devoted in whole or in part to a business enterprise whether nonprofit or profit-making in nature, except where such place, building and/or enterprise constitutes a single-family residence or multiple dwelling. Those multiple dwellings now being serviced by commercial containers or which could be serviced in the future shall be considered as "commercial establishments".

2.12 COMMERCIAL SOLID WASTE

Garbage, rubbish, trash, etc. resulting from the normal activities of commercial establishments.

2.13 CONTRACTOR

The individual, partnership, corporation or company which is submitting a proposal to provide refuse collection services, or has representative submit proposal. Proposer may be synonymous with Contractor in the event of contract award.

2.14 SURETY

The party who is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the Contract when it is awarded.

2.15 PERFORMANCE BOND

The form of security approved by the County and furnished by the Contractor as a guarantee that the Contractor will execute the work in accordance with the terms of the Contract, and will pay all lawful claims.

2.16 GROSS REVENUE

Total Receipts collected from the performance of this contract.

SECTION 3
INFORMATION FOR PROPOSERS

3.1 RECEIPT

PROPOSALS will be received by the Taylor County Clerk of Court (herein called the "OWNER" or "COUNTY"), at the County Courthouse until 4:00pm local time, _November 2nd_ 2009.

3.2 SUBMITTAL

Qualified firms or individuals desiring to provide the required services must submit their proposal/bid package in an envelope or similar package marked "Sealed Proposals/Bids for Commercial Collection Services" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street or P.O. Box 620, Perry, Florida 32348.

3.3 FORM

All PROPOSALS must be made on the required PROPOSAL form. All blank spaces for PROPOSED prices must be filled in, in ink or typewritten, and the PROPOSAL form must be fully completed and executed when submitted. Five (5) copies of the PROPOSAL form are required.

3.4 IRREGULARITIES

PROPOSALS may be considered irregular and subject to rejection if they show serious omissions, unauthorized alterations of the form, unauthorized alternate PROPOSALS, incomplete PROPOSALS or irregularities of any kind.

3.5 INFORMALITIES

The OWNER may waive any informalities or minor defects or reject any and all PROPOSALS. Any PROPOSAL may be withdrawn prior to the above scheduled time for opening of the PROPOSALS or authorized postponement thereof. Any PROPOSAL received after the time and date specified shall not be considered. No PROPOSER may withdraw a PROPOSAL within 90 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the PROPOSER.

3.6 PROJECT NATURE

PROPOSERS must satisfy themselves as to the scope and character of work being requested, in addition to extras included in the proposal request, by examination of the site and review of the specifications. After a PROPOSAL has been submitted, the PROPOSER shall not assert that there was a misunderstanding concerning the quantities and conditions of WORK or of the nature of the WORK to be done.

3.7 PERTINENT INFORMATION

The OWNER shall provide to PROPOSERS, prior to PROPOSAL submittal, all information which is pertinent to, and delineates and describes, the requirements of the subject project.

3.8 INTERPRETATIONS

No oral interpretations will be made to any PROPOSER as to the meaning of these Specifications or any other Contract Documents. Every request for such an interpretation shall be made in writing and addressed and forwarded to the COUNTY ten or more days before the date fixed for opening of PROPOSAL S. Every interpretation made to a PROPOSER will be in the form of an addendum to the Contract Documents which, if issued, will be sent as promptly as is practical to all persons to whom the Specifications have been issued. All such addenda shall become part of the Contract Documents.

3.9 ADDITIONAL INFORMATION

The CONTRACT DOCUMENTS contain the provisions required for the operations of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the Contract.

3.10 PERFORMANCE BOND

A PERFORMANCE BOND in the amount specified below, with a corporate surety approved by the OWNER, will be required for the faithful performance of the Contract.

REQUIREMENT: One Hundred Thousand Dollars (\$100,000.00)

3.11 POWER OF ATTORNEY

Attorneys-in-fact who sign PROPOSAL BONDS or PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

3.12 PERFORMANCE BOND SUBMITTAL

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND within fifteen (15) calendar days from the date when NOTICE OF AWARD is delivered to the PROPOSER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the PROPOSER to execute the Agreement, the OWNER may consider the PROPOSER in default, in which case the PROPOSAL FORM accompanying the PROPOSAL shall become the property of the OWNER.

3.13 AGREEMENT

The OWNER, within fifteen (15) days of receipt of an acceptable PERFORMANCE BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement

and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the PROPOSER may by WRITTEN NOTICE, withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

3.14 OWNER INVESTIGATION

The OWNER may make such investigations as deemed necessary to determine the competency and financial responsibility of the PROPOSER to perform the WORK, and the PROPOSER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any PROPOSAL if the evidence submitted by, or investigation of, such PROPOSER is properly qualified to carry out the obligations of the AGREEMENT and to provide the service requested herein.

3.15 QUALIFIED PROPOSAL

A conditional or qualified PROPOSAL will not be accepted.

3.16 LAWS AND ORDINANCES

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over services of the PROJECT shall apply to the Contract throughout.

3.18 PROPOSAL PREPARATION

Each PROPOSER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any PROPOSER to do any of the foregoing shall in no way relieve any PROPOSER from any obligation in respect to its PROPOSAL.

3.19 PROPOSER INSPECTION TRIPS

Inspection trips for prospective PROPOSERS will be arranged by appointment with the Environmental Services Director, 3750 Highway 98 West, Perry, Florida, 32347; (850) 838-3533.

SECTION 4

PROPOSAL FORM

4.1 INTRODUCTION

4.1.1 General: The Taylor County Board of County Commissioners is seeking proposals from qualified private refuse collection companies (herein referred to as the CONTRACTOR or PROPOSER), with a minimum of five (5) years of experience in providing refuse collection services, for consideration to provide refuse collection services for business establishments.

4.1.2 Term of Contract: The length of the contract will be five (5) years with an option to renew for an additional five (5) years upon the same terms of the original contract.

4.1.3 Base Rates:

- a. All mechanical containers owned by the County at the beginning of the contract or any purchased or rented during the full term of the contract shall be serviced and rented free of charge to the County. The County currently owns and/or rents the following mechanical containers:

<u>Site</u>	<u>Size (cubic yards)</u>
A. County Jail	30
B. Road Dept.	30
C. Fire Dept. (Airport)	20
D. Co. Extension (Forest Capital Park)	30
E. The County currently provides three (3) containers (30 cy) per year per event for the Relay for Life (April) and the Florida Forest Festival (October).	

- b. The County is entitled to 5 percent of gross revenues as consideration for this contract. Consideration of the contract fee is to be included in the Base Rate proposed and any applicable increases.

4.1.4 Rate Increase: The Proposer is required to furnish the County information and timing of any anticipated base rate increases during the initial term of the contract. If none are anticipated report zero (0).

4.1.5 Collection of Service Requirements: The Proposer is required to provide a brief statement as to any service requirements that may be required of customers.

4.2 PROPOSAL FORM

4.2.2 The County wishes to have proposals submitted which conform to these specifications. Proposers are advised most strongly that they must provide all the information requested in accordance to the format contained in these specifications.

Failure to provide the information and to follow the format will be considered grounds for rejection of the proposal. Proposers are especially advised to fill in all blanks in the following Proposal Form, or to provide reasons why they cannot fill in the blanks.

- 4.2.3 The County reserves the right, in its sole and absolute discretion, to reject all RFP's, to cancel or withdraw this bid solicitation at any time and waive any irregularities in the RFP process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract 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 an amount of five (5) percent of the bid price. **No faxed bids will be accepted.**

**COMMERCIAL REFUSE COLLECTION SERVICES
TAYLOR COUNTY, FLORIDA**

PROPOSAL FORM OPTION A
(Submit in Duplicate)

**DISPOSAL OF SOLID WASTE AT AUCILLA
AREA SOLID WASTE LANDFILL**

PROPOSER: _____

DATE: _____

TO: Taylor County Board of County Commissioners
P.O. Box 620
Perry, Florida 32348

Pursuant to invitation and in compliance with your Information for Proposers and other documents relating thereto, the undersigned hereby proposes to furnish all labor, equipment, materials and incidentals necessary to provide services as required in providing Commercial Refuse Collection Services, for Taylor County, Florida, as required by and in strict accordance with the contract documents (including all specifications) and all addenda, if any, issued prior to the date of this proposal of prices and conditions listed herein as follows:

Item 1. Base Rates (1)

Weekly Frequency of Pickups(2)

Dumpster Size	1	2	3	4	5
2 cubic yd.					
4 cubic yd.					
6 cubic yd.					
8 cubic yd.					

MINIMUM SERVICE:

96 gallon Totes - _____

NOTE: (1) The base rate is to include the container rental fee, if any.

NOTE: (2) Some Proposers may not provide certain frequencies of pickups. This is to be indicated by putting N/A above where applicable.

**COMMERCIAL REFUSE COLLECTION SERVICES
TAYLOR COUNTY, FLORIDA**

PROPOSAL FORM OPTION B

~~-(Submit in Duplicate)~~

~~DISPOSAL OF SOLID WASTE AT AN ALTERNATE LOCATION.
PLEASE INDICATE LOCATION OF ALTERNATE DISPOSAL SITE IF AVAILABLE.~~

PROPOSER: _____

DATE: _____

TO: ~~Taylor County Board of County Commissioners~~
~~P.O. Box 620~~
~~Perry, Florida 32348~~

~~Pursuant to invitation and in compliance with your Information for Proposers and other documents relating thereto, the undersigned hereby proposes to furnish all labor, equipment, materials and incidentals necessary to provide services as required in providing Commercial Refuse Collection Services, for Taylor County, Florida, as required by and in strict accordance with the contract documents (including all specifications) and all addenda, if any, issued prior to the date of this proposal of prices and conditions listed herein as follows:~~

Item 1. Base Rates

	<u>Weekly Frequency of Pickups*</u>				
<u>Dumpster</u>					
<u>Size</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
<u>2 cubic yd.</u>					
<u>4 cubic yd.</u>					
<u>6 cubic yd.</u>					
<u>8 cubic yd.</u>					
<u>MINIMUM SERVICE:</u>					
<u>96 gallon Totes</u>					

~~*NOTE: Some Proposers may not provide certain frequencies of pickups. This is to be indicated by putting N/A above where applicable.~~

- Item 2. Base Rate Increase: The Base Rates will be applicable for the first 12 months of franchise service, after which the base rates will may be increased by ____ percent per year based upon the Consumer Price Index (CPI) for the following four years of the contract period. This percentage shall not exceed the CPI for the previous year.
- Item 3. All billing and collection services shall be the responsibility of the Contractor. Billing for service shall be on at least a monthly basis. The Contractor shall remit the franchise fee to the County on a quarterly basis in arrears for revenue received for services provided within thirty (30) days after the end of the quarter.
- Item 4. Option to Renew: The initial term of the agreement will automatically be extended for one successive additional 5-year terms, unless either party notifies the other party in writing, not less than 120 days prior to termination of the current 5-year term, of its intentions to terminate the agreement. Any such written notice must be sent by registered or certified mail, return receipt requested.
- Item 5. Terms of Specifications: When the County selects a Contractor, the County is agreeable to modifying the terms of these specifications in the final contract, if such modifications will result in cheaper, more efficient service to the citizens of the Taylor County, or if the modifications will make clearer the terms of the final contract. This clause will not apply to the rates submitted by the Contractor, nor to any of the sections herein related to the performance bond, references, insurance, hold harmless clause, length of time the Contractor has been in the sanitation business, etc. The County will be the final authority to which changes are allowed.

The Proposer understands that the Owner reserves the right to reject any or all proposals and to waive any informalities or technicalities in the proposal.

The Proposer agrees that this proposal shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving proposals.

The Proposer understands that the above rate amounts shall include all labor, materials, bailing, removal, storage, overhead, profit, insurance, tipping fees, franchise fees, etc., to cover the service of the several kinds called for.

If written notice of acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within 60 days after date of opening of proposals, or at any time thereafter before this proposal is withdrawn, the undersigned agrees that he will execute and deliver a contract in the form attached as required by these documents, in accordance with the proposal as accepted, all within ten (15) days after the prescribed forms are presented to him for signature.

AGREEMENT

THIS AGREEMENT, made this 15th day of December, 2009, by and between TAYLOR COUNTY, FLORIDA hereinafter called "OWNER" and WASTE PRO of FLORIDA, INC. doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. CONTRACTOR shall commence and completely provide services as required to provide *Commercial Refuse Collection Service* throughout the unincorporated area of Taylor County, Florida.
2. CONTRACTOR shall furnish all of the materials, supplies, tools, equipment, labor and other services necessary for completion of the PROJECT described herein.
3. CONTRACTOR shall commence the work required by the CONTRACT DOCUMENTS within 45 calendar days after the date of the NOTICE TO PROCEED and will provide the same for 1,825 calendar days unless the period for service is extended or otherwise modified by the CONTRACT DOCUMENTS.

5/20/16
12/15/2014 (M)

ARTICLE I. DEFINITIONS

1. COUNTY – Taylor County, Florida, a political subdivision of the State of Florida, as bounded on the day of this CONTRACT.
2. CONTRACTOR – WASTE PRO OF FLORIDA, INC.

ARTICLE II. CONTRACT DOCUMENTS

The CONTRACT DOCUMENTS consist of this Agreement, Proposal, Specifications, Contract Forms and all addenda issued prior to execution of this Agreement, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

ARTICLE III. COLLECTION SERVICE REQUIREMENTS

1. Container Service:
 - a. Frequency: County Ordinance No. 2004-02 provides that business establishments maintain a mechanical container or containers of sufficient capacity to hold three (3) days accumulation of garbage. Proposers are advised to review very carefully each business' mechanical container (s) needs. The County encourages the Contractor and customer to agree on a pickup schedule (frequency) for the sake of public health and to protect the environment of the County.

Contractor and customer to agree on a pickup schedule (frequency) for the sake of public health and to protect the environment of the County.

1. At the beginning of the agreement between the County and the Contractor, the Contractor will use the existing collection schedules. However, within thirty (30) days after the signing of the agreement, the Contractor may change the routes and schedules in order to provide the best, most efficient and most cost-effective service to the customers.
- b. Location: Container customers will accumulate refuse at locations that are mutually agreed upon by the customers and the contractor, and which are convenient for collection by the Contractor.
- c. Container Refuse – Collection: The Contractor will make collections with as little disturbance as possible. No pickups are to be done before 4:00 a.m. or after 7:00 p.m. Refuse receptacles are to be thoroughly emptied and then left standing upright with covers in place at the location where containers are found. Any reuse spilled by the Contractor must be picked up immediately by the Contractor.
- d. Special Conditions Governing Containers: Mechanical containers or dumpsters, as defined, are governed by the conditions set forth and in this Proposal. These conditions are:
 1. It is the responsibility of the Contractor and the customer or property owner to agree upon the size of the container and the frequency with which it is emptied in compliance with County Ordinance No.2004-02. Currently, the County requires a container of sufficient size to hold an accumulation of refuse over a 3 day period and/or a minimum two (2) yard container.

2. Schedules and Routes:

- a. General: The County will cooperate with the Contractor to keep County owned roads open so that the Contractor may adhere to his/her schedule and routes. However, the Contractor is to understand that, at times, the County may temporarily have to close a road because of repairs or for other reasons. The County will notify the Contractor in advance of the closing, if possible, and will cooperate with the Contractor in making arrangements for the sanitation service to be maintained in the affected area.
- b. Storms, Emergencies, Disaster, etc.: In the case of a storm or hurricane, the County Administrator may grant the Contractor reasonable variance from the regular schedules and routes. As soon as practicable after such storm, the Contractor must advise the Environmental Services Director and the customers of the estimated time required before regular schedules and routes can be resumed.
 1. In the case of a storm or other disasters, where it is necessary for the Contractor and the County to acquire additional equipment and to hire

extra crews to clean the County of debris and refuse, the Contractor is required to work with the County in all possible ways for the efficient and rapid clean-up of the County.

2. The Contractor will be entitled to receive extra compensation above the contract prices for additional men, overtime and equipment costs, provided that the Contractor has first obtained prior written authorization from the Environmental Services Director.

- c. Parking Trucks: Trucks shall not be parked in residential areas except for loading purposes.

3. Quality of Service:

a. Character of Personnel Equipment:

1. General: The supervision of refuse collection and disposal will be by competent, qualified personnel, and the Contractor will agree to provide sufficient personnel, time and attention to the directing of sanitation services so as to insure performance satisfactory to the County and the customers. The Contractor shall not allow incompetent, dishonest or discourteous employees to work in the County.
2. Uniforms: Each of the Contractor's collection employees shall wear a clean uniform bearing the company's name and employee name (first initial and last name).
3. Operator's License: Each employee shall, at all times, carry a valid operator's license for the type of vehicle being driven.
4. Dismissal: The County may require the removal from servicing the County contract of any employee of the Contractor who violates any provision hereof or who is wanton, negligent or discourteous in the performance of his/her duties.
5. Safety: The Contractor shall provide operating and safety training for all personnel. Collectors/drivers shall be required to wear safety vests or other high-visibility clothing when outside of any refuse vehicle.

- b. Cooperation of Contractor Required: The Contractor will cooperate with an authorized representative of the County in every reasonable way, to insure that the collection and disposal of refuse is properly done. Care must be taken to prevent damage to property, including shrubs, flowers and other plants.
- c. Collection Procedures: All solid waste shall be placed in approved containers at locations that are readily accessible to the customer. Containers shall be located on private property and not within the road right-of-way.

1. The Contractor shall not litter in the process of making collections, but shall not be required to collect material that has not been in approved containers or in a manner herein approved.
 2. All solid waste hauled by the Contractor shall be so contained or enclosed that leaking, spilling or blowing are prevented. In the event of any spillage, the Contractor shall immediately clean up the litter. Title to all waste shall be vested in the Contractor upon being placed in its vehicle. NOTE: "Title to all waste" does not empower the Contractor to take the waste to any disposal facility other than the Aucilla Area Regional landfill, with the exception of C&D, yard waste and recyclable materials.
 3. All solid waste for disposal shall be hauled to site or facilities legally empowered to accept it for treatment or disposal. The County reserves the right to approve or disapprove site taking into account regulations of the costs, if any, routes within the County, and the rules and regulations of the of the governmental body having jurisdiction over said sites or facilities.
- d. Complaints: All complaints shall be serviced within forty-eight (48) hours. The Contractor shall supply the County with copies of all complaints on a form approved by it and indicate the disposition of each. Such records shall be available for County inspection at all times during business hours. The form shall indicate the nature of the complaint, the day and the hour on which the complaint was received and the day and the hour on which it was resolved. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next working day. The Contractor shall notify all customers about complaint procedures, rates, regulations and day of collection. Complaints or disputes between the Contractor and any customer will be resolved by the Contractor and the customer. The County will not become a party to any complaints unless these involve a violation of a County ordinance or constitute a material breach of the agreement between the Contractor and the County. Also, the Contractor is advised that renewal of the agreement with the County will also depend in part upon how satisfactorily the Contractor has handled complaints from citizens regarding service.
- e. Performance Standard:
1. If the Contractor fails to collect materials herein specified for a period in excess of five (5) consecutive calendar days or fails to operate the system in a satisfactory manner for a similar period, the County may move as follows (provided such failure is not due to war, insurrection, riot, Act of God or any other cause beyond the Contractor's control):
 - a. At its option, after written notice to the Contractor as provided hereinafter, take over and operate any or all of the Contractor's equipment used in the performance of this agreement;

- b. Use and operate same itself until such matter is resolved and the Contractor is again able to carry out its operation under this contract. Any and all operating expenses incurred by the County in so doing may be deducted from compensation, or charged to the Contractor hereunder.
2. During such period, the liability of the County to the Contractor for loss or damage to such equipment so used shall be that of a bailee for hire, ordinary wear and tear being specifically exempt from such liability. The liability of the Contractor to third persons shall cease and all claims or demands arising out of the operation of the collection service shall be directed to the County.
3. Provided, however, if the Contractor is unable for any cause to resume performance at the end of thirty (30) calendar days, all liability of the County under this contract to the Contractor shall cease and the County shall be free to negotiate with other Contractor s for the operation of said collection service. Such operation with another contractor shall not release the Contractor herein of its liability to the County for such breach of this contract. In the event that a contract is so negotiated with a new Contractor (s), third party liability of the Contractor herein shall terminate insofar as same arises from tortuous conduct in operations of the collection service. In case of termination and County operation, the County shall have access to the Contractor's records for the purpose of billing and shall retain all payments and funds received for the period during which the County provides the service.
4. Pursuit of the foregoing remedies shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any amount due by Contractor hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. No waiver of any violation shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained, and forbearance to enforce one or more of the remedies herein provided on an event of default shall not be deemed or construed to constitute a waiver of such default.

4. Equipment:

- a. Type: The Contractor must use only vehicles with bodies constructed to prevent any leakage.
- b. Amount: The Contractor must provide sufficient equipment in proper operating condition so that regular schedules and routes of collection can be maintained.

- c. Condition: Equipment is to be maintained in a reasonable, safe working condition; to be painted uniformly with the name of the Contractor. Also, the Contractor's business telephone number and the vehicle number are to be displayed on both sides of each vehicle. All vehicles must be numbered and a record kept of the vehicle to which each number is assigned. No advertising is permitted on the vehicles, except of County-sponsored events, should the Contractor allow such advertising to be put on the vehicles on behalf of the County.
- d. Equipment List: The Contractor must provide the County with an itemized list of the vehicles and equipment he/she intends to use in Taylor County, Florida. This list is to include the following:

Vehicles: Number, type, capacity, front or rear loading, etc.

5. Disposal of Refuse:

Proposers are advised to investigate fully the proposed Aucilla Area Solid Waste Disposal Facility.

6. Billing Services:

Discontinued Service or Delinquent Accounts: The Contractor shall supply the County a written set of Policies & Procedures for the discontinuance of service and the handling of delinquent accounts.

ARTICLE IV. INDEMNIFICATION

- 1. CONTRACTOR shall indemnify and hold harmless the COUNTY and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claim, damage, loss or expense (a) 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 and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 2. In any and all claims against the COUNTY or any of its agents or employees by any employee of the CONTRACTOR, any directly or indirectly employed by any of them or anyone for whose acts of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR under workers compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE V. CONTRACTOR'S RELATION TO THE COUNTY

1. Contractor as an Independent Contractor: It is agreed and understood that the Contractor is, in all respects, an independent contractor and is in no respect an agent or employee of the County. While the County and the Contractor will sign an agreement outlining the work to be done and at what rates, the methods used to accomplish the work will be the responsibility of the Contractor, unless otherwise provided in the agreement.
2. Assignment: No assignment of the contract or any right occurring under this contract shall be made in whole or in part by the Contractor without the express written consent of the County; in the event of any assignment, the assignee shall assume the liability of the Contractor.
3. Supervision of Contract Performance: The Contractor will supervise his/her own performance, with the understanding that failure to provide the service required by the County and agreed to by both parties may subject the Contractor to possible termination of the agreement and forfeiture of the performance bond.
4. Inspection of Work:
 - a. The Contractor will furnish the Environmental Services Director with reasonable opportunity for ascertaining whether or not the work is being performed in accordance with the requirements of the agreement.
 - b. The Contractor will designate, in writing, the person or persons who will serve as liaison between his organization and the County.
5. County Not Liable for Delays: It is agreed that in no event will the County be liable or responsible to the Contractor or to any other persons due to any stoppage or delay in the collection services by injunction or other legal proceedings brought against the Contractor, or from or due to any delay from any cause over which the County has no control.
6. Right to Require Performance: The failure of the County at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the County thereafter to enforce same. Nor shall waiver by the County of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
7. Breach of Contract: It will be the responsibility of the Environmental Services Director and his designated employees to observe the collection services provided by the Contractor. If, in the opinion of the Environmental Services Director, there has been a breach of the agreement, then the Environmental Services Director will so notify the Contractor in writing, specifying the manner in which there has been a breach of contract. If within a period of seven (7) working days the Contractor has not eliminated the conditions considered to be a breach of contract, then the Environmental Services Director will so notify the Board of County Commissioners and a hearing will be set for a date within fifteen (15) days of such notice. At the hearing, the Board of County

Commissioners will hear the Contractor and the County representative, and will make a determination as to whether or not there has been a breach of the agreement, and will direct what further action should be taken by the County.

8. Damages for Breach:

- a. The failure to make pickups from each pickup unit shall constitute a separate violation and will authorize a separate such deduction. Such deduction may be imposed by a majority vote of the Board of County Commissioners provided, *however, notice to the Contractor and an opportunity to present evidence must be given as provided in the paragraph below.*
- b. If the Contractor fails to perform its obligations under Collection Service Requirements hereof, the County shall be entitled to liquidated damages in the amount of Ten Dollars (\$10.00) per such breach. Each breach at a separate pickup unit shall constitute a separate violation and will authorize a separate levy of damages. Such damages may be assessed by a majority vote of the Board of County Commissioners.
- c. The assessment of liquidated damages as herein provided, shall not constitute a waiver of the County to sue the Contractor for such damages or to terminate this contract.
- d. A written notice mailed by certified mail to the address of the Contractor, as shown herein, shall constitute sufficient notice under this contract.

9. Default: The failure on the part of the Contractor to comply in any substantial respect with any of the provisions of this contract shall be grounds for a forfeiture of this contract, but no such forfeiture shall take effect until the County has served upon the Contractor written notice of default which notice shall set forth the nature and extent thereof. The Contractor shall have seven (7) days following the notice of default to correct the same. If the Contractor protests the reasonableness of propriety of the County's declaration, said protest shall be served upon the County in writing within ten (10) days following receipt by the Contractor of the County's notice.

10. Cancellation of Contract: If the Contractor fails to begin work at the time specified, fails to perform the work in any manner so that proper collection of the refuse does not occur: or discontinues the work or any portion thereof, or for any other cause whatsoever, excepting Acts of God, does not carry on the work as agreed; or if the Contractor becomes insolvent, or allows any final judgment for the payment of money to stand against him unsatisfied. And if the County gives notice of such default to perform the contract as agreed, and if the Contractor or his surety fails to correct such default within seven (7) working days after the giving of such notice by the County, then the Board may cancel the contract. The County shall exercise its right to retain the Performance Bond.

11. Bankruptcy or Insolvency: If the Contractor becomes insolvent and in event if the Contractor files a petition of voluntary or involuntary bankruptcy, then this contract shall terminate in no event later than the date of filing of the bankruptcy petition.

ARTICLE VI. COMPLIANCE WITH LAWS AND REGULATIONS

1. Adoption of New Ordinances: The right is hereby reserved for the County to adopt, in addition to the provisions herein contained in existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power, provided that such regulations by ordinance or otherwise shall be reasonable and not in material conflict with the intended purpose of this contract. The Contractor shall conduct operations under this contract in compliance with all applicable laws and its failure to comply shall constitute a default hereunder.
2. Legal Compliance: The Contractor will agree to abide by all applicable Federal, State and County laws and regulations. The Contractor and his surety will agree to indemnify and save harmless the County, all of its officers, representatives, agents, and employees against any claim or liability arising from or based on the violation of any such laws, ordinances or regulations by the Contractor, his agents or employees.
3. Choice of Law: This agreement is made in the State of Florida and shall be governed by Florida law.
4. Venue: Taylor County, Florida, shall be proper venue for litigation involving this Contract.

ARTICLE VII. REPORTS OF OPERATIONS

1. Record Keeping: The Contractor shall keep records of wastes collected and charges therefore for a period of five (5) years. The County shall have the right to review those records which in any way pertain to the payments due (as well as the billing of all customers by the Contractor).

All information so obtained shall be confidential and shall not be released by the County unless expressly authorized in writing by the Contractor. (The Contractor will be responsible for the monthly billing of the customer and the County will be provided with a quarterly report indicating gross revenue).

2. Record Reporting: The Contractor will agree to submit to the County a written report showing:
 - a. Number of complaints received, type or types of complaints, and actions taken by the Contractor to resolve them. (Quarterly)
 - b. Number and Name of customers, size of containers and number of frequency of pick-up. (Monthly)
 - c. Included with the remittance of the franchise fees, a Gross Sales Report. (Monthly)

ARTICLE VIII. INSURANCE

1. General: The Contractor shall not commence work for the County until all insurance required by this Section has been obtained. Said insurance coverages shall be maintained during the term of this agreement. Liability and property damage insurance will protect the Contractor in the performance of the work covered by this Contract as against any claims for damages for personal injury, property damage, wrongful or accidental death, or otherwise, which may arise from operations under this Contract, whether such incidents result from acts of the Contractor, its employees, agents, subcontractors, or otherwise, and said insurance policy shall name Taylor County as an insured. Copies of all policies shall be furnished by the Contractor to the County.
2. Worker's Compensation: The Contractor will provide and maintain during the life of the contract, and at his own expense, Worker's Compensation and Employers' Liability Insurance with the following limits of liability:

Worker's Compensation:	Statutory
Employer's Liability:	\$500,000 each accident
3. Comprehensive General Liability: The Contractor will agree to provide and maintain during the life of the contract, and at his own expense, Comprehensive General Liability Insurance including protection for liability arising out of premises, operation, independent contractors, products/completed operations and contractual obligations. The policy will be extended to provide for personal injury liability and broad form property damage liability. The contractual coverage must specify that it covers the hold harmless agreement which is part of the contract. The limits of liability will be as follows:

Bodily Injury Liability:	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability:	\$1,000,000 each occurrence \$2,000,000 aggregate
4. Comprehensive Automobile Liability: The Contractor will provide and maintain during the life of the contract, and at his own expense, Comprehensive Automobile Liability Insurance including protection for liability arising out of owned, non-owned and hired vehicles. The policy will be extended to provide contractual coverage for the hold harmless agreement which is party of the contract with the County. The limits of liability will be:

Bodily Injury Liability:	\$300,000 each person \$1,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence
5. Hold Harmless Agreement: The Contractor and his surety will bind themselves to indemnify and save the County harmless, and defend the County from all suits or actions

brought against the County for or on account of any injuries or damages received or sustained by any party or parties from the acts, omissions or negligence of the Contractor or his agents, including subcontractors, in doing the sanitation service contracted for in the agreement. Said insurance shall save harmless and exempt from the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damage costs, expenses and attorneys' fees incidental to any work done in the performance of this agreement.

6. Certificate of Insurance: The Contractor will furnish to the County Administrator, prior to the start of the agreement, satisfactory proof of the insurance required, with the Board of Taylor County Commissioners named as additional insured, with a company satisfactory to the County. The best rating of the insurance company must also be provided to the County. To be acceptable to the County each insurance certificate should contain a clause similar to the one that follows:

"Should any of the above described policies be cancelled or undergo material change before the expiration date, the issuing insurance company will mail thirty (30) days before the date of expiration or change, a notice to the County Administrator".

ARTICLE IX. PERMITS AND LICENSES

The Contractor shall obtain, at his own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect.

ARTICLE X. MISCELLANEOUS

- a. Neither COUNTY nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the CONTRACT DOCUMENTS and, specifically, CONTRACTOR shall not assign any monies due without prior written consent of the County.
- b. COUNTY and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the CONTRACT DOCUMENTS.
- c. The CONTRACT DOCUMENTS constitute the entire agreement between the COUNTY and the CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 15th day of December, 2009.

COUNTY: Taylor County

CONTRACTOR: Waste Pro of Florida, Inc.

BY: 

Mark Wiggins, Chairperson

BY: 

Robert Wolk, Division Manager

ATTEST:

BY: 

Annie Mae Murphy, Clerk of the Court

NOTARY PUBLIC: 

AFFIX COUNTY SEAL



My Commission Expires on: _____



CONTINUATION CERTIFICATE

Premium Amount: \$1,010.00

The The Hanover Insurance Company (hereinafter called the Surety) hereby continues in force its Bond No. 1806601 in the sum of One Hundred Thousand Dollars and 00/100 (\$100,000.00) Dollars, on

behalf of Waste Pro of Florida, Inc

in favor of Taylor County Board of Commissioners

subject to all the conditions and terms thereof through January 31, 2011 at location of risk.

This Continuation is executed upon the express condition that the Company's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Company has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 30 day of November, 2009.

The Hanover Insurance Company
Surety

By: Arthur L. Colley
Arthur L. Colley Attorney-in-Fact

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Arthur L. Colley, Nicole M. Colley and/or Bonnie T. Atnip

of Charlotte, NC and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:
Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

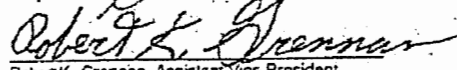
"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 6th day of April 2009.



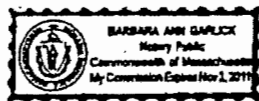
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

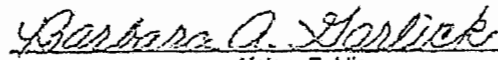

Mary Jeanne Anderson, Vice President


Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 6th day of April 2009, before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Notary Public

My commission expires on November 3, 2011

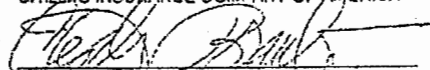
I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 30th day of November, 2009.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Stephen L. Brault, Assistant Vice President

Jack Brown

From: Joel Thornton <jthornton@wasteprousa.com>
Sent: Tuesday, September 03, 2013 4:23 PM
To: Jack Brown; Malcolm Page; Gary Wambolt; Jim Moody
Cc: Jody Devane; Pam Feagle; Pat Patterson
Subject: FW: Crestview Council renews solid waste contract with Waste Pro for 5 years
Attachments: 082813 COUNCIL RENEWS CONTRACT WITH WASTE PRO.mp3

Importance: High

Dear Leaders of Taylor County;

I am forwarding this short news release about Waste Pro in Crestview. Crestview recently renewed our contract for 5 years even though Allied had the low bid. The reasons are articulated in this audio. We like to think that we are partners with municipalities. Picking up the garbage is as important as it is hard. If you have not had numerous phone calls complaining about garbage service, then we have done a good job for you. I explained our situation when we met that we were negligent in doing our annual CPI. A CPI adjustment is common in the garbage business (as it can go up or down). In fact Perry has just agreed to our CPI. We believe the request of 1% per year or 4% total is very reasonable. If you agree that we have done a good job, then please be our partners and work with us. I think we are both fortunate to have each other.

Regards,

Joel Thornton
Waste Pro

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

From: Ralph Mills
Sent: Tuesday, September 03, 2013 3:28 PM
To: Joel Thornton; Howard Burnett
Subject: FW: Crestview Council renews solid waste contract with Waste Pro for 5 years
Importance: High

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

From: Gregory Martin
Sent: Wednesday, August 28, 2013 3:21 PM
To: Ralph Mills
Subject: FW: Crestview Council renews solid waste contract with Waste Pro for 5 years
Importance: High

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

From: Gregory Martin
Sent: Wednesday, August 28, 2013 3:21 PM
To: Ralph Mills
Subject: FW: Crestview Council renews solid waste contract with Waste Pro for 5 years

Importance: High

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

From: Gregory Martin
Sent: Wednesday, August 28, 2013 3:21 PM
To: Ralph Mills
Subject: FW: Crestview Council renews solid waste contract with Waste Pro for 5 years
Importance: High

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

From: Gregory Martin
Sent: Wednesday, August 28, 2013 3:21 PM
To: Ralph Mills
Subject: FW: Crestview Council renews solid waste contract with Waste Pro for 5 years
Importance: High

Cal from CCTV wanted to make sure you got this.

Greg Martin
Division Manager
Waste Pro Division #113
(850) 689-8600 (Crestview)
gmartin@wasteprousa.com

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

From: Cal Zethmayr [<mailto:calz-waaz-wjsb@cox.net>]
Sent: Wednesday, August 28, 2013 11:19 AM
To: Gregory Martin
Subject: Crestview Council renews solid waste contract with Waste Pro for 5 years
Importance: High

082813 CRESTVIEW COUNCIL RENEWS SOLID WASTE CONTRACT WITH WASTE PRO

T CLAUDE INTRO

The Crestview City Council voted unanimously Monday night to renew the solid waste and recycling services contract with Waste Pro for another five years. It will reduce the monthly rates for residents and businesses and increase the franchise fees revenue to the city. Cal Zethmayr filed this report.

CAL Z

Four companies had submitted bids for the garbage service...Allied Republic Waste Service, Waste Management, Inland Service Corporation and Waste Pro. Waste Management had the Solid Waste contract with Crestview during the period before 2007. Waste Pro has provided this for the city the last

five plus years. Monday night only Allied and Waste Pro made presentations to the City Council.

Roy Cassidy explained the rates structure offered by Allied.

CASSIDY AUDIO

Ralph Mills, Regional Vice President for Waste Pro told the council that having the right local management was the key to their service to the city.

MILLS AUDIO

Public Services Director Wayne Steele told the Council Members that although Waste Pro was not the lowest priced, their quality of service was among his reasons for ranking them the highest.

STEELE AUDIO.

There were seven pages of documentation in the Council agenda packet. You can find them on the City Website, or wait until you get the Z-Files newsletter this Friday and all 7 pages will be included.

And if you do not receive our weekly Z-Files newsletter, send me an email to Z-Files at cox.net and we will add you to our distribution list.=====

This e-mail message is intended only for the use of the addressee and may contain information that is privileged, confidential and/or exempt from disclosure. If you are not the intended recipient, please do not disseminate or copy this e-mail. Instead, please notify me immediately by return e-mail/telephone and then delete and discard all copies of the e-mail.

Jack Brown

From: Dustin Hinkel
Sent: Monday, August 26, 2013 10:18 AM
To: Jack Brown; CONRAD BISHOP (lawbishop@gtcom.net)
Cc: Gary Wambolt
Subject: WastePro Negotiation
Attachments: Commercial Refuse-Waste Pro-2009-2014.pdf

FYI, I spoke with Mr. Thornton of WastePro this morning. He extended an offer of a 4% increase (a reduction of 0.28%). I have attached the contract for your review. I will be going to the Clerk's Office to get a copy of their bid and will forward that out as well.

Thanks!

Dustin Hinkel, FAEM

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

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

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

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

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

29

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A RESOLUTION PROVIDING A WORK PERFORMANCE INCENTIVE PAYMENT FOR PROBATIONARY, TEMPORARY, ON-CALL, OR SEASONAL EMPLOYEES AND PROVIDING AN EFFECTIVE DATE

MEETING DATE REQUESTED:

12/17/13

Statement of Issue: BOARD TO CONSIDER A WORK PERFORMANCE INCENTIVE

Recommended Action: APPROVE

Fiscal Impact: \$575

Budgeted Expense: YES

Submitted By: JACK BROWN, COUNTY ADMINISTRATOR

Contact: 838-3500x7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: AT THE NOVEMBER MEETING THE BOARD APPROVED A WORK PERFORMANCE INCENTIVE FOR REGULAR FULL AND PART-TIME EMPLOYEES. THIS PROGRAM WOULD PROVIDE FOR A WORK PERFORMANCE INCENTIVE FOR PROBATIONARY, ON-CALL, TEMPORARY, AND SEASONAL EMPLOYEES.

Options: APPROVE/NOT APPROVE

Attachments: RESOLUTION

RESOLUTION 2013-12-__

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY, FLORIDA, PROVIDING A WORK
PERFORMANCE INCENTIVE PAYMENT FOR PROBATIONARY,
TEMPORARY, ON-CALL, OR SEASONAL EMPLOYEES AND
PROVIDING AN EFFECTIVE DATE.**

RECITALS

WHEREAS, the Board of County Commissioners, the Constitutional Officers, and the County Administrator are blessed to have loyal and dedicated employees serving the needs of the citizens of Taylor County, and

WHEREAS, during a time that Taylor County has seen declining revenues while experiencing significant increases in unfunded mandates from the state and the cost of living; our dedicated employees continue to persevere do more with less, and

WHEREAS, in recognition of the efficiencies and efforts produced by the employees in carrying out their assigned task, it is the desire of the Board of Taylor County, Florida to grant each qualified employee as provided below, a one-time "Work Performance Incentive".

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

- 1) All Taylor County employees who are currently completing their probationary period and were employed as of the effective date of this resolution who receive a successful evaluation shall receive a gift card in the amount of \$25, if they are still employed as of the 20th day of December, 2013.
- 2) All seasonal, on-call, or temporary Taylor County employees who were employed as of the effective date of this resolution who receive a successful evaluation shall receive a gift card in the amount of \$25, if they are still employed as of the 20th day of December, 2013.

THIS RESOLUTION IS PASSED AND ADOPTED in regular session this 17th day of December 2013.

BOARD OF COUNTY COMMISSIONERS
TAYLOR COUNTY, FLORIDA

BY: _____
Malcolm Page, Chairman

ATTEST:

ANNIE MAE MURPHY, Clerk