

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

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

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

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

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

Prayer and Pledge of Allegiance

Welcome

1. APPROVAL OF AGENDA
2. APPROVAL OF MINUTES of February 19, 2013. (COPIES PROVIDED BY E-MAIL)
3. COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

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

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

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

4. CONSENT ITEMS A - Z:

ITEMS ON THE CONSENT AGENDA ARE ROUTINE OR TECHNICAL IN NATURE, HAVE BEEN PREVIOUSLY DISCUSSED BY THE BOARD, RESOLUTIONS OF A ROUTINE NATURE, AUTHORIZATION TO ADVERTISE ORDINANCES, PUBLIC HEARINGS, AND BID SPECIFICATIONS, ITEMS THAT HAVE A UNANIMOUS RECOMMENDATION OF THE PLANNING BOARD AND STAFF FOR APPROVAL, AND OTHER ITEMS AS AUTHORIZED BY THE BOARD (TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS RULES OF PROCEDURE, SECTION II, 14: (2) (c))

4-A. THE BOARD TO CONSIDER ADOPTION OF RESOLUTIONS TO REFLECT UNANTICIPATED MONIES IN THE:

- MSTU FUND
- AFFORDABLE HOUSING FUND (2004-2005)
- AFFORDABLE HOUSING FUND (2005-2006)
- AFFORDABLE HOUSING FUND (2007-2008)

4-B. THE BOARD TO CONSIDER PAYMENT OF INVOICE IN THE AMOUNT OF \$37,500, FOR EMERGENCY MEDICAL SERVICES (EMS) FOR THE MONTH OF FEBRUARY, 2013, AS REQUESTED BY DOCTORS' MEMORIAL HOSPITAL (DMH).

BIDS/PUBLIC HEARINGS:

5. THE BOARD TO HOLD THE SECOND AND FINAL PUBLIC HEARING, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF THE POSSIBLE GRANT SUBMISSION TO FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TRANSPORTATION ALTERNATIVES PROGRAM (TAP) FOR THE 2019 FUNDING CYCLE.

6. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:15 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO HEAR AN APPLICATION FOR SPECIAL EVENTS PERMIT (MUD-BOG), FOR EVENTS TO BE HELD MARCH 15, 16, 17, 2013.

PUBLIC REQUESTS:

7. THE BOARD TO REVIEW AND CONSIDER ADOPTION OF RESOLUTION EXPRESSING THE BOARD'S SUPPORT THAT THE DESIGNATION OF RURAL AREA OF CRITICAL ECONOMIC CONCERN (RACEC) CONTINUE TO APPLY TO THE NORTH CENTRAL FLORIDA REGION, APPROVAL OF A LETTER OF SUPPORT EXPRESSING THE SAME, AND A LETTER OF SUPPORT FOR THE NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP'S 2013 RURAL STAFFING GRANT APPLICATION, AS AGENDAED BY SCOTT FREDERICK, TAYLOR COUNTY DEVELOPMENT AUTHORITY (TCDA).

COUNTY STAFF ITEMS:

8. THE BOARD TO CONSIDER APPROVAL OF CONTRACTS FOR DEBRIS MANAGEMENT SERVICES, WITH CERES ENVIRONMENTAL (PRIMARY) AND CROWDERGULF JOINT VENTURE, INC., AS AGENDAED BY DUSTIN HINKEL, EMERGENCY MANAGEMENT DIRECTOR.
9. THE BOARD TO CONSIDER APPROVAL OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TOWER USE AGREEMENT, AS AGENDAED BY THE EMERGENCY MANAGEMENT DIRECTOR.
10. THE BOARD TO CONSIDER AWARDED THE STEINHATCHEE BOAT RAMP PHASE II PROJECT TO COLEMAN CONSTRUCTION, INC., AND RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE CONTRACT, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
11. MELODY COX, GRANTS COORDINATOR, TO APPEAR TO REQUEST BOARD APPROVAL TO ADVERTISE FOR PUBLIC HEARINGS TO BE HELD ON APRIL 1 AND APRIL 16, 2013, TO DISCUSS AND RECEIVE PUBLIC INPUT REGARDING THE UPCOMING FUNDING CYCLE AND POSSIBLE GRANT SUBMISSION FOR THE 2014-2015 FLORIDA DEPARTMENT OF STATE CULTURAL FACILITIES GRANT PROGRAM.
12. THE BOARD TO CONSIDER APPROVAL OF THE FDOT JOINT PARTICIPATION AGREEMENT (JPA) #43381719413 AND ADOPTION OF AUTHORIZING RESOLUTION FOR THE TREE REMOVAL PROJECT AT PERRY FOLEY AIRPORT, AS AGENDAED BY THE GRANTS COORDINATOR.

13. THE BOARD TO CONSIDER APPROVAL OF THE FDOT JOINT PARTICIPATION AGREEMENT (JPA) #21733249413 AND ADOPTION OF AUTHORIZING RESOLUTION FOR THE TREE REMOVAL PROJECT AT PERRY FOLEY AIRPORT, AS AGENDAED BY THE GRANTS COORDINATOR.

COUNTY ATTORNEY ITEMS:

14. THE BOARD TO CONSIDER APPROVAL OF SALE FOR THE STATED AMOUNT OF THE APPRAISAL OF SHERRER PROPERTY, AS AGENDAED BY THE COUNTY ATTORNEY.

COUNTY ADMINISTRATOR ITEMS:

15. THE BOARD TO CONSIDER APPROVAL OF BOARD RULES FOR FY 2012/2013, AS AMENDED.
16. THE BOARD TO CONSIDER APPROVAL OF REQUESTED CHANGES TO THE PURCHASING POLICY.
17. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.
18. ADDITIONAL COMMENTS AND CONCERNS FROM THE PUBLIC FOR NON-AGENDAED ITEMS:

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

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

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

19. BOARD INFORMATIONAL ITEMS:
20. EXAMINATION AND APPROVAL OF INVOICES:
21. MOTION TO ADJOURN.



**FOR YOUR INFORMATION:**

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

[www.taylorcountygov.com](http://www.taylorcountygov.com)

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

RESOLUTION

4A

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

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

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$4,268	107-3312012	Vol. Fire Asst. Grant
Expenditures:		
\$8,536	0195-55201	Vol. Fire Asst. Grant- General Operating Supplies
Transfer Grant/Match Requirement:		
<u>\$(4,268)</u>	0191-55201	Vol. Fire-Gen.Op.Supplies
\$4,268	Total Amendment/Net Increase Overall Budget	

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 4th day of March, 2013 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Annie Mae Murphy, Clerk-Auditor

\_\_\_\_\_  
Chairman

(New Grant Awarded 2013 FY—from Division of Forestry)

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

**Melody Cox**  
**Administrative Services**

**850-838-3553**  
**850-838-3501 Fax**

**grants.coordinator@taylorcountygov.com**

## **MEMORANDUM**

DATE: February 18, 2013

~~TO: Melody~~

FROM: Melody

RE: Budget Amendment Request – New Grant  
Assistance to Volunteer Firefighters

*4268 grant funds  
4,268 county match (MSTU)  
VFO*

Tammy, please prepare a budget amendment as soon as possible for the above indicated. I have attached copies of the information documenting this new grant as well as our grant application. As you will recall, we do not receive an actual contract on this grant. The budget should be set as follows;

Account 55201 General Operating Supplies \$8,536 Turnout gear, and helmets

Please note the grant is for \$4,268.00 and the County will be providing a match of \$4,268.00 through the Volunteer Fire Budget. Carl has indicated to me funds have been set aside for this

We will be expending these funds as soon as an approved budget is available to Carl and I.

Please let me know if you have any questions. Tammy, thank you!

*Melody*  
Melody

c.c. Dustin Hinkle

MEMORY TRANSMISSION REPORT

TIME : 02-07-2013 11:55  
FAX NO.1 :  
NAME :

FILE NO. : 717  
DATE : 02.07 11:54  
TO : 618508383501  
DOCUMENT PAGES : 2  
START TIME : 02.07 11:54  
END TIME : 02.07 11:55  
PAGES SENT : 2  
STATUS : OK

\*\*\*SUCCESSFUL TX NOTICE\*\*\*

FLORIDA DEPARTMENT OF  
AGRICULTURE AND CONSUMER  
SERVICES

FLORIDA FOREST  
SERVICE

FOREST PROTECTION  
BUREAU



FAX COVER PAGE

PAGE 1 OF A 2 PAGE TRANSMISSION

TO: Volunteer Fire Assistance Grant Recipient

FROM: Matt Weinell, Fire Resource Manager

PHONE: 850/488-6271

FAX: 850/488-4445

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

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

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

VFA Grants Room 159  
Florida Forest Service  
5125 Connor Blvd.  
Tallahassee, FL 32399-1650

The Certificate of Expenditure must be signed and notarized and returned with the Proof-of-Purchase package. Copies of the Certificate of Expenditure can be found on our website at: [http://www.fl.dof.com/514/514025/04\\_granta.html](http://www.fl.dof.com/514/514025/04_granta.html). Please remember that the sooner the proof-of-purchase package is returned, the sooner we can reimburse the 50% share.

**2013 APPROVED FEDERAL COST SHARE**

05 Taylor

**Taylor County Board of Commissioners**

	AMOUNT APPROVED	FED COST SHARE (50%)	NUMBER	DESCRIPTION
	\$8,536	\$4,268.00	4	Pants, 4 Coats, 8 Helmets
<b>FIRE DEPT. TOTAL</b>	<b>\$8,536</b>	<b>\$4,268.00</b>		



ADAM H. PUTNAM  
COMMISSIONER

Florida Department of Agriculture and Consumer Services  
Florida Forest Service  
**VOLUNTEER FIRE ASSISTANCE GRANT APPLICATION**

LEGAL NAME <b>Taylor County Board of Commissioners</b>		FORM OF ORGANIZATION: (Municipal, Fire District, Non-Profit, County) <b>County</b>
ADDRESS <b>201 E. Green Street</b>		IF COUNTY, LIST VFD'S BENEFITING FROM GRANT  <b>Shady Grove and Keaton Beach VFD's</b>
CITY <b>Perry</b>		
STATE <b>FL</b>	ZIP <b>32347</b>	
COUNTY <b>Taylor</b>	COUNTY #	
EMPLOYER IDENTIFICATION NUMBER (EIN) <b>59-60000879</b>		

IS FIRE DEPARTMENT LOCATED IN AN INCORPORATED TOWN? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> IF YES, NAME OF TOWN: _____ POPULATION OF TOWN: _____ PROTECTED AREA: EST. POPULATION: <b>7,000</b> SIZE: (SQ. MILES) <b>600</b>	WHAT IS THE FIRE DEPARTMENT ISO RATING? <b>9</b> IS FIRE DEPARTMENT NIMS COMPLIANT? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> CURRENT COOPERATIVE AGREEMENT WITH FFS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> DISTANCE OF CLOSEST MUTUAL AID FIRE DEPARTMENT: <b>18-45</b> NAME OF FIRE DEPARTMENT: <b>City of Perry</b>
---	--

NUMBER OF FIREFIGHTERS: PAID: <b>12</b> VOLUNTEERS: <b>33</b> NO. OF INCIDENTS PAST YEAR: WILDLAND FIRE: <b>133</b> OTHER: <b>405</b> NO. OF FIREFIGHTERS CERTIFIED AS: WILDLAND FIREFIGHTER I <b>10</b> WILDLAND FIREFIGHTER II <b>5</b>	HAS APPLICANT RECEIVED GRANT FUNDS FROM ANY SOURCE IN THE PAST 12 MONTHS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> IF YES, WHERE? <b>FI Division of Forestry</b> AMOUNT: \$ <b>7087.00</b> LIST TOTAL FUNDS RECEIVED FROM OTHER TAXING AUTHORITIES SUCH AS CITY, COUNTY, TAXING DISTRICTS (Past 12 Months) AMOUNT: \$ <b>31,650.00</b>
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LIST OF FIREFIGHTING VEHICLES:			
TYPE	MAKE/YR.MODEL	PUMP CAPACITY (GPM)	WATER CAPACITY (GAL.)
Brush Truck	Ford 550 2005	450	450
Brush Truck	Ford 550 2002	250	250
Engine	Chevy C60 1986	1000	1000
Engine	Ford 1967	750	750

ESTIMATED GRANT FUNDING REQUEST:		LIST OF EQUIPMENT OR SUPPLIES TO PURCHASE WITH GRANT FUNDS:		
FEDERAL	\$ <b>4268</b>	NUMBER	DESCRIPTION	AMOUNT
APPLICANT	\$ <b>4268</b>	<b>4</b>	<b>Pant Chief Turnout Khaki</b>	<b>\$2,056</b>
COUNTY	\$	<b>4</b>	<b>Coat Chief Turnout Khaki</b>	<b>\$2,056</b>
TOTAL	\$ <b>8536</b>	<b>4</b>	<b>PX Firedome Helmet Therm</b>	<b>\$814</b>
(Federal not more than 50% of total. Applicant at least 50% of total in matching funds.)		<b>4</b>	<b>FX Firedome Helmet Fibe</b>	<b>\$796</b>
		See attached list for more equipment.		

We understand that this is a 50 percent maximum cost-share program (Cooperative Forestry Assistance Act of 1978, PL 95-313), and that funds on deposit up to 50 percent of the actual purchase price of the items approved will be committed to our project. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT. THE GOVERNING BODY OF THE APPLICANT HAS DULY AUTHORIZED THIS DOCUMENT.

Type Name of Authorized Representative <b>Pam Feagle</b>	Title <b>Chairperson</b>	Telephone Number: ( 850 ) <b>838 - 3500</b> FAX: ( 850 ) <b>838 - 3501</b>
Signature of Authorized Representative 	Date Signed and Submitted <b>12/18/2012</b>	Email: <b>pam.feagle@taylorcountygov.com</b>

Additional Equipment for Fire Rescue

Item:	Quantity:	Price:
• Lettering on Coat Back	4	\$143.00
• Lettering on Coat Tail	4	\$143.00
• Cowhide OSH/CAL-OSHA GL	4	\$131.00
• Rubber Insulated Felt FI	4	\$444.00
• Xtreme Coveralls Level 1	4	\$1,860.00
• Fire Hood NOMEX/LENZING	4	\$93.00

**Total Cost of Equipment:** **\$8536.00**

## 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 **AFFORDABLE HOUSING FUND (2004-2005 GRANT)** for the fiscal period ending September 30, 2013, to be in excess of the advertised budget.

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

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$1,128	144-3899010	Cash Brought Forward- 2004/2005 SHIP Grant
\$1,128	0410-59101	Transfer to Other (2008 Ship Grant) Funds

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 4th day of March, 2013 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Annie Mae Murphy, Clerk-Auditor

\_\_\_\_\_  
Chairman

(Close-out of 2004/2005 Ship Grant Fund)



AFFORDABLE HOUSING FUND - GRANT  
ANALYSIS OF FUNDS @ FISCAL YEAR END

2004/2005 SHIP GRANT (FD 144)

BEGINNING BALANCE 10/1/11	\$	2,679.02
	\$	-
REVENUE	\$	-
EXPENDITURES	\$	(1,550.93)
ENDING BALANCE 9/30/12	\$	<u>1,128.09</u>

Prepared by: <sup>76</sup>Tammy Taylor, Finance Director 1/15/13

→ #0 Budgeted  
2012/2013

2013  
Budget Understates  
+1,128

To  
Close out this  
fund - transfer  
remaining funds to  
the 2008 Ship Grant  
fund.  
2-26-13

SUNGARD PENTAMATION, INC.

DATE: 01/15/2013

TIME: 12:02:39

TAYLOR COUNTY BOARD OF COMMISSIONERS  
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1

EXPSTA11

SELECTION CRITERIA: orgn.fund='144'  
ACCOUNTING PERIOD: 4/13

2012/2013

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

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-144 AFFORD.HOUSING FD/2005  
FUNCTION-560 HUMAN SERVICES  
ACTIVITY-569 OTHER HUMAN SERVICES  
TOTL/DEPT-0410 SHIP GRANT 2004/2005

2010/11/12

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
51200	REGULAR SALARIES & WAGES	.00	.00	.00	.00	.00	.00
52110	FICA/MEDICARE TAXES	.00	.00	.00	.00	.00	.00
52200	RETIREMENT CONTRIBUTIONS	.00	.00	.00	.00	.00	.00
52300	HEALTH INSURANCE	.00	.00	.00	.00	.00	.00
52400	WORKERS' COMPENSATION	.00	.00	.00	.00	.00	.00
53401	CONTRACTUAL SERVICES	.00	.00	.00	.00	.00	.00
54000	TRAVEL & PER DIEM	.00	.00	.00	.00	.00	.00
54115	POSTAGE	.00	.00	.00	.00	.00	.00
54630	R&M OFFICE MACHINES/EQUI	.00	.00	.00	.00	.00	.00
54902	LEGAL ADVERTISING	.00	.00	.00	.00	.00	.00
54909	SBA ADMIN./WIRE FEES	.00	.00	.00	.00	.00	.00
54910	DRUG TESTING	.00	.00	.00	.00	.00	.00
54977	RECORDING FEES	.00	.00	.00	.00	.00	.00
55101	OFFICE SUPPLIES	.00	.00	.00	.00	.00	.00
55102	OFFC.EQUIP/FURN.<\$1,000	.00	.00	.00	.00	.00	.00
55210	PETROLEUM PRODUCTS	.00	.00	.00	.00	.00	.00
55230	COMPUTER SOFTWARE	.00	.00	.00	.00	.00	.00
55401	BOOK/PUBL/SUB/MEMB/TRAIN	.00	.00	.00	.00	.00	.00
55900	DEPRECIATION EXPENSE	.00	.00	.00	.00	.00	.00
56400	CAPITAL OUTLAY-EQUIPMENT	.00	.00	.00	.00	.00	.00
58310	HOMEBUYERS ASSISTANCE	.00	.00	.00	.00	.00	.00
58321	REHABILITATION	.00	.00	.00	.00	.00	.00
58340	HOME OWNERSHIP COUNSELIN	.00	.00	.00	.00	.00	.00
58347	MITIGATION/RECOVERY	.00	.00	.00	.00	.00	.00
58348	DEMOLITION/CONSTRUCTION	.00	.00	.00	.00	.00	.00
59101	INTERFUND TRANSFERS	.00	.00	.00	.00	.00	.00
TOTAL SHIP GRANT 2004/2005		.00	.00	.00	.00	.00	.00
TOTAL AFFORD.HOUSING FD/2005		.00	.00	.00	.00	.00	.00
TOTAL REPORT		.00	.00	.00	.00	.00	.00

3/4/13

Amended 3/4/13

## 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 **AFFORDABLE HOUSING FUND (2005-2006 GRANT)** for the fiscal period ending September 30, 2013, to be in excess of the advertised budget.

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

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$ 2,719	145-3899010	Cash Brought Forward- 2005/2006 SHIP Grant
\$ 9,619	0411-59101	Transfer to Other (2008 Ship Grant) Funds
\$(6,500)	0411-53401	Contractual Services
\$( 400)	0411-54977	Recording Fees
<u>\$ 2,719</u>	Net Amendment	

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 4th day of March, 2013 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Annie Mae Murphy, Clerk-Auditor

\_\_\_\_\_  
Chairman

(Close-out of 2005/2006 Ship Grant Fund)

AFFORDABLE HOUSING FUND - GRANT  
ANALYSIS OF FUNDS @ FISCAL YEAR END


2005/2006 SHIP GRANT (FD 145)

BEGINNING BALANCE 10/1/11	\$	17,274.79
REVENUE	\$	-
EXPENDITURES	\$	<u>(7,655.58)</u>
ENDING BALANCE 9/30/12	\$	<u>9,619.21</u>

→ \*6900 Budgeted  
to 10/1/12

↓  
2013 Budget  
Undistributed  
\* 2,719.00

Prepared by:  Tammy Taylor, Finance Director 1/15/13

To Transfer  
\$9,619 to  
2008 Ship Grant  
& Close this fund  
  
2-26-13

SUNGARD PENTAMATION, INC.

DATE: 01/15/2013

TIME: 12:22:15

TAYLOR COUNTY BOARD OF COMMISSIONERS  
EXPENDITURE STATUS REPORT

PAGE NUMBER: 1  
EXPSTA11

SELECTION CRITERIA: orgn.fund='145'

ACCOUNTING PERIOD: 4/13

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

TOTALED ON: FUND,TOTL/DEPT

PAGE BREAKS ON: FUND,TOTL/DEPT

FUND-145 AFFORD.HOUSING FD/2006  
FUNCTION-560 HUMAN SERVICES  
ACTIVITY-569 OTHER HUMAN SERVICES  
TOTL/DEPT-0411 SHIP GRANT 2005/2006

2014/2013  
2011/12

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
51200	REGULAR SALARIES & WAGES	.00	.00	.00	.00	.00	.00
52110	FICA/MEDICARE TAXES	.00	.00	.00	.00	.00	.00
52200	RETIREMENT CONTRIBUTIONS	.00	.00	.00	.00	.00	.00
52400	WORKERS' COMPENSATION	.00	.00	.00	.00	.00	.00
53101	PROFESSIONAL SERVICES	.00	.00	.00	.00	.00	.00
53401	CONTRACTUAL SERVICES	6,500.00	(6500)	.00	.00	6,500.00	.00
54000	TRAVEL & PER DIEM	.00	.00	.00	.00	.00	.00
54110	COMMUNICATIONS (SUNCOM)	.00	.00	.00	.00	.00	.00
54115	POSTAGE	.00	.00	.00	.00	.00	.00
54630	R&M OFFICE MACHINES/EQUI	.00	.00	.00	.00	.00	.00
54902	LEGAL ADVERTISING	.00	.00	.00	.00	.00	.00
54909	SBA ADMIN./WIRE FEES	.00	.00	.00	.00	.00	.00
54910	DRUG TESTING	.00	.00	.00	.00	.00	.00
54977	RECORDING FEES	400.00	(400)	.00	.00	400.00	.00
55101	OFFICE SUPPLIES	.00	.00	.00	.00	.00	.00
55102	OFFC.EQUIP/FURN.<\$1,000	.00	.00	.00	.00	.00	.00
55110	OFFICE COPIER EXPENSE	.00	.00	.00	.00	.00	.00
55210	PETROLEUM PRODUCTS	.00	.00	.00	.00	.00	.00
55230	COMPUTER SOFTWARE	.00	.00	.00	.00	.00	.00
55401	BOOK/PUBL/SUB/MEMB/TRAIN	.00	.00	.00	.00	.00	.00
55900	DEPRECIATION EXPENSE	.00	.00	.00	.00	.00	.00
56400	CAPITAL OUTLAY-EQUIPMENT	.00	.00	.00	.00	.00	.00
56600	BOOKS/PUBLICAT/LIBR.MATL	.00	.00	.00	.00	.00	.00
58310	HOMEBUYERS ASSISTANCE	.00	.00	.00	.00	.00	.00
58321	REHABILITATION	.00	.00	.00	.00	.00	.00
58340	HOME OWNERSHIP COUNSELIN	.00	.00	.00	.00	.00	.00
58347	MITIGATION/RECOVERY	.00	.00	.00	.00	.00	.00
58348	DEMOLITION/CONSTRUCTION	.00	.00	.00	.00	.00	.00
59101	INTERFUND TRANSFERS	.00	.00	.00	.00	.00	.00
TOTAL SHIP GRANT 2005/2006		6,900.00	.00	.00	.00	6,900.00	.00
TOTAL AFFORD.HOUSING FD/2006		6,900.00	+2719=9619	.00	.00	6,900.00	.00
TOTAL REPORT		6,900.00			.00	6,900.00	.00

## 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 **AFFORDABLE HOUSING FUND (2007-2008 GRANT)** for the fiscal period ending September 30, 2013, to be in excess of the advertised budget.

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

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
\$10,747	147-3811010	Inter-fund Transfer From Other (SHIP Grant) Funds
\$ 9,500	0414-53401	Contractual Services
\$ 400	0414-54977	Recording Fees
\$ 847	0414-55101	Office Supplies

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 4th day of March, 2013 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2013 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

\_\_\_\_\_  
Annie Mae Murphy, Clerk-Auditor

\_\_\_\_\_  
Chairman

(Close-out 2004/2005 & 2005/2006 Ship Grant Funds)

SUNGARD PENTAMATION, INC.  
DATE: 02/25/2013  
TIME: 15:42:37

TAYLOR COUNTY BOARD OF COMMISSIONERS  
GASB EXPENDITURE STATUS REPORT

PAGE NUMBER: 5  
EXPSTA11

SELECTION CRITERIA: orgn.fund like '143'  
ACCOUNTING PERIOD: 5/13

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

FUND-147 AFFORD.HOUSING FD/2008  
FUNCTION-560 HUMAN SERVICES  
ACTIVITY-569 OTHER HUMAN SERVICES  
TOTL/DEPT-0414 SHIP GRANT 2007/2008

ACCOUNT	TITLE	ORIGINAL BUDGET	AMENDED BUDGET	BUDGET VARIANCE	ACTUAL Y-T-D EXP	AVAILABLE BALANCE	YTD/ BUD
54902	LEGAL ADVERTISING	500.00	223.00	-277.00	.00	223.00	.00
54909	SBA ADMIN./WIRE FEES	.00	.00	.00	.00	.00	.00
54977	RECORDING FEES	300.00	300.00	.00	4.00	296.00	1.33
55101	OFFICE SUPPLIES	.00	.00	.00	.00	.00	.00
55102	OFFC.EQUIP/FURN.<\$1,000	1,000.00	1,000.00	.00	.00	1,000.00	.00
55110	OFFICE COPIER EXPENSE	.00	.00	.00	.00	.00	.00
	TOTAL SHIP GRANT 2007/2008	1,800.00	1,523.00	-277.00	4.00	1,519.00	.26
	TOTAL AFFORD.HOUSING FD/2008	1,800.00	1,523.00	-277.00	4.00	1,519.00	.26

= Balance  
@ 8/30/12



2012/2013 move "old" grant  
Balances to this Budget +10,747

\*1,28.09 Agnew #0410 (70144) 2004/05  
\*9619.21 June #0411 (70145) 2005/06  
\*10,747  
Ship Grant  
Ship Grant

# **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER PAYMENT OF INVOICE IN THE AMOUNT OF \$37,500, FOR EMERGENCY MEDICAL SERVICES (EMS) FOR THE MONTH OF FEBRUARY, 2013, AS REQUESTED BY DOCTORS' MEMORIAL HOSPITAL (DMH).

**MEETING DATE REQUESTED:**

MARCH 4, 2013

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

**Recommended Action:** Approve payment of invoice

**Fiscal Impact:** \$37,500.00

**Budgeted Expense:** Yes

**Submitted By:** Doctors' Memorial Hospital

**Contact:** General Accounting (850) 584-0800

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

**History, Facts & Issues:**

**Options:**

**Attachments:** Invoice #0133





INVOICE

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

Invoice Number: 0133  
Invoice Date: February 15, 2013

Invoice for Emergency Medical Services for Taylor County for February 2013.  
(Includes Steinhatchee EMS location.)

Please remit \$37,500.00

Please send payment to:

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

Thank You!

**APPROVED FOR PAYMENT**

\$ 37,500.00

BY: \_\_\_\_\_

DATE: 3/4/13

ACCT#: 0240-53401

ACCT NAME: BMS

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## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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

**SUBJECT/TITLE:**

Board to hold the second of two public hearings at 6:10 pm to discuss and receive public input regarding the upcoming funding cycle and possible grant submission for the 2019 Florida Department of Transportation (FDOT) Transportation Alternatives Program. This program was previously known as the Transportation Enhancement Program.

**MEETING DATE REQUESTED:**

March 4, 2013

**Statement of Issue:** The Board to hold the second of two public hearings to discuss and receive public input regarding the upcoming funding cycle and possible grant submission for the 2019 FDOT Transportation Alternative Program. The first public hearing was held February 19, 2013 at 6:10 pm.

**Recommended Action:** Not applicable

**Fiscal Impact:** It is anticipated FDOT District Two will award and divide \$5M between eighteen (18) counties for the Transportation Alternatives Program FY 2019. This is approximately \$275,000 per County. A cash match is not required. In kind project /grant administration services will be required. If the project requires design, engineering, and bidding services FDOT will provide these services for a portion of the funds awarded.

**Budgeted Expense:** Y/N

**Submitted By:** Melody Cox

**Contact:** Melody Cox

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

**History, Facts & Issues:** The FDOT Transportation Alternative Program applications are submitted five years in advance. These funds can be used for the construction of off-road pedestrian and bicycle facilities, safe routes to schools projects, trails, trailheads, walkways, and other applicable infrastructure projects. The County must own all right of way required for the project prior to grant application submission.

**Possible projects for this program are:**

1. Sidewalk to Taylor County Elementary School along Green Street to Howard Street.
2. Sidewalk on Old Dixie Highway to South Side Park located at the corner of Old Dixie and Plantation.

The County was awarded \$600,000 for FY 2017 for the construction of a bike lane/sidewalk from Keaton Beach Coastal Park to Dark Island Road along CR 361 and \$275,000 for FY 2018 for the construction of restrooms and trailhead amenities at Keaton Beach Coastal Park.

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

**Attachments:** Information on two possible transportation Alternative Program projects.

**Florida Department of  
Transportation  
Transportation Alternative  
Program  
Fiscal Year 2019**



Option 1  
Green Street Sidewalk  
Project

Sidewalk will go from the corner of  
Arena Avenue and Green Street to  
Clark Street then to Howard Street.

Total Project Miles: 0.79 miles







# Option 2



Sidewalk from the corner of  
Jefferson Street and Old Dixie  
Highway to Southside Park at the  
corner of Old Dixie Highway and  
Plantation Road.

Total Project Miles: 1.53 miles









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## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**

Public Hearing for Iron Horse Mud Ranch Mud Bog Special Event

**MEETING DATE REQUESTED:**

March 4, 2013

**Statement of Issue:** Board to hold public hearing to consider approval of a Mud Bog Special Event application.

**Recommendation:** Hold public hearing

**Fiscal Impact:** Increase in tourism

**Budgeted Expense:** Yes ☐ No ☐ N/A ☒

**Submitted By:** Danny Griner

**Contact:** building.director@taylorcountygov.com

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The Planning Staff received an application from the Iron Horse Mud Ranch to hold a Mud Bog Special Event on March 15-17, 2013. The event is scheduled to take place at the Iron Horse Mud Ranch site located at 8999 S. US 19. Section 10-65 of the Code of Ordinances requires that special events with attendance greater than 1,000 must be approved by the County Commission at a public hearing. The application reflects that attendance is anticipated to meet the public hearing criteria.

**Options:**

1. Approve the application.
2. Deny the application.

**Attachments:**

1. Copy of application and associated documents.
2. Copy of legal public hearing notice.

## MUD BOG CHECKLIST

EVENT NAME: Iron Horse Mud Ranch

1.	APPLICANTS NAME	✓
2.	PHYSICAL LOCATION	✓
3.	LEGAL DESCRIPTION	✓
4.	WAIVER FROM ADJOINING PROPERTY OWNERS	✓
5.	DATE & HOURS OF EVENT (7 A.M. – 7 P.M. Maximum)	✓
6.	MAXIMUM ATTENDANCE	✓
7.	SECURITY STATEMENT	✓
8.	AMBULANCE STATEMENT (DMH-EMS with hospital CEO signature)	✓
9.	MAP OF PROPERTY	✓
10.	PROPERTY WITHIN 660 FEET OF EVENT	✓
11.	LOCATION OF PARKING	✓
12.	LIST OF OWNERS WITHIN 660 FEET	✓
13.	OWNER STATEMENT	✓
14.	HOLD HARMLESS & ENTRY CONSENT STATEMENT	✓
15.	WASTE HAULER STATEMENT	✓
16.	INSURANCE STATEMENT	✓
17.	SANITARY FACILITY PROVIDER STATEMENT	

COMPLETED BY: William D. (Danny) Griner DATE: 2/22/13

**NOTICE OF PUBLIC HEARING  
PURSUANT TO SECTION 10-65, TAYLOR COUNTY CODE OF ORDINANCES  
(ORDINANCE NO. 2001-12)**

Notice is hereby given that the Taylor County Board of County Commissioners will hold a public hearing on Monday, March 4, 2013 at 6:15 p.m., or as soon thereafter as possible, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347, to hear an application for SPECIAL EVENTS PERMIT (MUD-BOG) to be held on March 15, March 16 and March 17, 2013, from 7:00 a.m. to 7:00 p.m. The event will be held at the Iron Horse Mud Ranch located at 8999 S. US 19.

The application is available to the public and may be inspected at the Taylor County Planning Department, located at the Administrative Complex (Old Post Office), 201 E. Green Street, Perry, Florida 32347.

Notice is further given, pursuant to Florida Statutes 286.0105, that any persons deciding to appeal any matter considered at this hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

MALCOLM PAGE District 1	MARK WIGGINS District 2	LONNIE HOUCK District 3	PAM FEAGLE District 4	PATRICIA PATTERSON District 5
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# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

## APPLICATION FOR SPECIAL EVENT PERMIT

FEE: **\$250.00**

PERMIT TYPE: MUD BOG DATE: 2/14/13

APPLICANT NAME: Wells Mud Ranch DBA Iron Horse Mud Ranch

MAILING ADDRESS: P.O. Box 22, Perry, Florida 32348

PROPERTY OWNER: Rt. 207 Properties, LLC

PROPERTY ADDRESS: 8999 US 19 South, Perry, FL 32348

PHONE#: 850-584-4980 PARCEL #: 8744-50-8743-060

### PROPERTY OWNERS WITHIN 660 FEET OF ACTIVITY

- |                              |                          |
|------------------------------|--------------------------|
| 1. <u>Rt. 207 Properties</u> | 2. <u>Andyland, LLC</u>  |
| 3. <u>Sandra Laura Lee</u>   | 4. <u>Jack Fernandez</u> |
| 5. <u>Martin Ellison</u>     | 6. _____                 |
| 7. _____                     | 8. _____                 |

EVENT DATE(S):	START: <u>March 15, 2013</u>	END: <u>March 17, 2013</u>
EVENT DATE(S):	START: _____	END: _____
EVENT DATE(S):	START: _____	END: _____
EVENT DATE(S):	START: _____	END: _____

HOURS OF OPERATION: START: 7:00 a.m. END: 7:00 p.m.

EXPECTED ATTENDANCE: 1000+ MAXIMUM ATTENDANCE: No way to Determine

SECURITY PROVIDER: SHERIFFS OFFICE \* PRIVATE SECURITY \_\_\_\_\_  
(Attach statement from provider)

SANITARY FACILITIES PROVIDER: Murray's Septic 850-672-0103

SOLID WASTE CONTRACTOR: Waste Pro 352-463-6200

SEC TWP RGE SUBD BLK LOT  
03-06-08-08743-000

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 :

911 CITY:

LAND : \$51,000

AGR-VAL : \$6,600

EX-FEAT : \$

BUILDING : \$

TOT-MKT-->: \$6,600

LEGAL: LEG 0040.00 ACRES

SE 1/4 OF NW 1/4

OR 665-912

SUBJ TO & TOGETHER WITH ESMTS IN

OR 233-683 & 665-880 & 665-897

TD :CO DOR : 5600 ZONE : 015092

LAND	LAND UNITS	COND
5600-ACRE	40.00	100
9900-ACRE	40.00	100

\*\* 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info

F1-LOC F2-AUTO F3-RCD F4-FLD

F5-FMT F6-DUP F7-OVS F8-COR

F9-HELP F10-REL



SEC TWP RGE SUBD BLK LOT  
03-06-08-08743-060

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 :

911 CITY:

LAND : \$38,250

AGR-VAL : \$3,390

EX-FEAT : \$

BUILDING : \$

TOT-MKT-->: \$3,390

LEGAL: LEG 0030.00 ACRES  
NW 1/4 OF SW 1/4 OF NW 1/4 &  
S 1/2 OF SW 1/4 OF NW 1/4  
OR 665-912  
SUBJ TO & TOGETHER WITH ESMTS IN  
OR 233-683 & 665-880

TD :CO DOR : 5700 ZONE : 015094

LAND	LAND UNITS	COND
5700-ACRE	30.00	100
9900-ACRE	30.00	100

\*\* 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info

F1-LOC F2-AUTO F3-RCD F4-FLD

F5-FMT F6-DUP F7-OVS F8-COR

F9-HELP F10-REL

SEC TWP RGE SUBD BLK LOT  
03-06-08-08743-100

LEGAL: LEG 0040.00 ACRES

SE 1/4 OF SW 1/4

OR 665-912

SUBJ TO & TOGETHER WITH ESMTS IN

OR 233-683 & 665-880

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 :

911 CITY:

LAND : \$51,000

AGR-VAL : \$4,520

EX-FEAT : \$

BUILDING : \$

TOT-MKT-->: \$4,520

TD :CO DOR : 5700 ZONE : 015095

LAND	LAND UNITS	COND
5700-ACRE	40.00	100
9900-ACRE	40.00	100

\*\* 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info

F1-LOC F2-AUTO F3-RCD F4-FLD

F5-FMT F6-DUP F7-OVS F8-COR

F9-HELP F10-REL-

SEC TWP RGE SUBD BLK LOT  
03-06-08-08743-150

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 : 8999 US 19 S

911 CITY:

LAND : \$93,500

AGR-VAL : \$9,835

EX-FEAT : \$5,115

BUILDING : \$37,056

TOT-MKT-->: \$52,006

LEGAL: LEG 0040.00 ACRES

NW 1/4 OF NW 1/4

OR 665-912

SUBJ TO & TOGETHER WITH ESMTS IN

OR 233-683 & 665-880

TD :CO DOR : 5002 ZONE : 015096

LAND	LAND UNITS	COND
9910-ACRE	1.00	100
5600-ACRE	39.00	100
9900-ACRE	20.00	100
9900-ACRE	20.00	100

\*\* 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info

F1-LOC F2-AUTO F3-RCD F4-FLD

F5-FMT F6-DUP F7-OVS F8-COR

F9-HELP F10-REL

SEC TWP RGE SUBD BLK LOT  
03-06-08-08743-200

LEGAL: LEG 0040.00 ACRES  
NE 1/4 OF SW 1/4

NAME:RT 207 PROPERTIES LLC

OR 665-912

ADD :

SUBJ TO & TOGETHER WITH ESMTS IN

ADD :1932 CARTER AVENUE

OR 233-683 & 665-880 & 665-897

ADD :

CSZ :ASHLAND

KY 41101

911 :

911 CITY:

LAND : \$136,000

TD :CO DOR : 5600 ZONE : 015097

AGR-VAL : \$6,600

EX-FEAT : \$

BUILDING : \$

LAND	LAND	UNITS	COND
------	------	-------	------

5600-ACRE		40.00	100
-----------	--	-------	-----

9900-ACRE		40.00	100
-----------	--	-------	-----

TOT-MKT-->: \$6,600

\*\* 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info

F1-LOC F2-AUTO F3-RCD F4-FLD

F5-FMT F6-DUP F7-OVS F8-COR

F9-HELP F10-REL

SEC TWP RGE SUBD BLK LOT  
03-06-08-08743-220

LEGAL: LEG 0080.00 ACRES  
W 1/2 OF SW 1/4  
OR 665-908  
SUBJ TO & TOGETHER WITH ESMTS

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 :

911 CITY:

LAND : \$272,000

AGR-VAL : \$13,200

EX-FEAT : \$

BUILDING : \$

TOT-MKT-->: \$13,200

TD :CO DOR : 5600 ZONE : 015098

LAND	LAND	UNITS	COND
5600-ACRE		80.00	100
9900-ACRE		80.00	100

\*\* 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info

F1-LOC F2-AUTO F3-RCD F4-FLD F5-FMT F6-DUP F7-OVS F8-COR

F9-HELP F10-REL

SEC TWP RGE SUBD BLK LOT  
04-06-08-08744-050

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 :

911 CITY:

LAND : \$136,000

AGR-VAL : \$6,600

EX-FEAT : \$

BUILDING : \$

TOT-MKT-->: \$6,600

LEGAL: LEG 0040.00 ACRES

SE 1/4 OF NE 1/4

OR 665-912

SUBJ TO & TOGETHER WITH ESMTS IN

OR 233-683 & 665-880

TD :CO DOR : 5600 ZONE : 015102

LAND	LAND UNITS	COND
5600-ACRE	40.00	100
9900-ACRE	40.00	100

\*\* 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info

F1-LOC F2-AUTO F3-RCD F4-FLD

F5-FMT F6-DUP F7-OVS F8-COR

F9-HELP F10-REL

SEC TWP RGE SUBD BLK LOT  
03-06-08-08743-250

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 :

911 CITY:

LAND : \$40,000

AGR-VAL : \$6,600

EX-FEAT : \$

BUILDING : \$

TOT-MKT-->: \$6,600

LEGAL: LEG 0040.00 ACRES

NE 1/4 OF NW 1/4

OR 665-926

SUBJ TO & TOGETHER WITH ESMTS IN

OR 234-388 & 665-880 & 665-890 &

665-897

TD :CO DOR : 5600 ZONE : 015099

LAND	LAND	UNITS	COND
5600-ACRE		40.00	100
9900-ACRE		40.00	100

\*\* 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info

F1-LOC F2-AUTO F3-RCD F4-FLD

F5-FMT F6-DUP F7-OVS F8-COR

F9-HELP F10-REL

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: \_\_\_\_\_

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from 3-4-11, 2011 through 3-4, 2014.

Jack Fernandez  
Print Name

JACK FERNANDEZ  
Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: \_\_\_\_\_

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: \_\_\_\_\_

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: \_\_\_\_\_

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Signature



\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: \_\_\_\_\_

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

AT 207 PROPERTIES

Print Name

M. Well

Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: \_\_\_\_\_

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

SANDRA LAURA LEE

Print Name

S. Laura Lee

Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: \_\_\_\_\_

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

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

\_\_\_\_\_  
Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: \_\_\_\_\_

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

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

\_\_\_\_\_  
Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: 8/8/11

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from 8/8/11, 2011 through 8/8/14, 20  .

J. M. BLISSON  
Print Name

X J. M. Ellison  
Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: \_\_\_\_\_

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: \_\_\_\_\_

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: \_\_\_\_\_

I give my consent to have Special Events (Mudd Bogg) within 660 feet of my property during the three year time period from \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
Signature

ATTENTION GARY WELLS

\*\*\*\*\*

DATE: 3/9/2011 SPECIAL EVENT WAIVER Event must be a minimum of 450 feet. (Four hundred fifty feet) away from my property.

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.  
Andrew KOTSAFTIS [Signature]  
Print Name Signature  
Andy Landy, LC

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: \_\_\_\_\_

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

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

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: \_\_\_\_\_

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

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

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: \_\_\_\_\_

I give my consent to have a Special Event (Mudd Bogg) within 660 feet of my property.

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

# Sheriff



L.E. "BUMMY" WILLIAMS – TAYLOR COUNTY

108 N. Jefferson St, Suite 103 • Perry, Florida 32347  
850-584-4225 • 1-800-800-4740  
Dispatch 1-800-669-7123

February 7, 2013

To Whom It May Concern:

The Taylor County Sheriff's Office will provide security on March 15, 16  
& 17 as requested by Trey Howard for the Iron Horse Mud Ranch Mud Bog.

Thank you.

A handwritten signature in black ink, appearing to read "Chris Folsom", written over a horizontal line.

Lt. Chris Folsom  
Taylor County Sheriff's Office


Re: Wells Mud Ranch LLC; D.B.A. Iron horse Mud Ranch

Letter of consent for county or state officer

This letter is to provide written consent that Iron Horse mud Ranch will allow entrance to any county or state officer to the Iron horse mud ranch to perform his or her Duties.

Iron horse mud Ranch

Shannon Wells





**EMERGENCY MEDICAL SERVICES**

Date: 02/07/2013

Re: Iron Horse Mud Ranch Mud Bogs

Mr. Wells,

This letter is to verify that Doctors' Memorial Hospital Emergency Medical Services will provide Advanced Life Support ambulance coverage to Iron Horse Mud Ranch Mud Bogs on the dates of March 15<sup>th</sup>, 16<sup>th</sup> and 17<sup>th</sup>, 2013. This coverage will include a dedicated unit for the duration of each event.

Please feel free to call me at (850)584-2227 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Marty Tompkins", is written over the word "Sincerely,". The signature is fluid and cursive, with a large initial "M" and a long, sweeping tail.

Marty Tompkins

EMS Director

Doctors Memorial Hospital

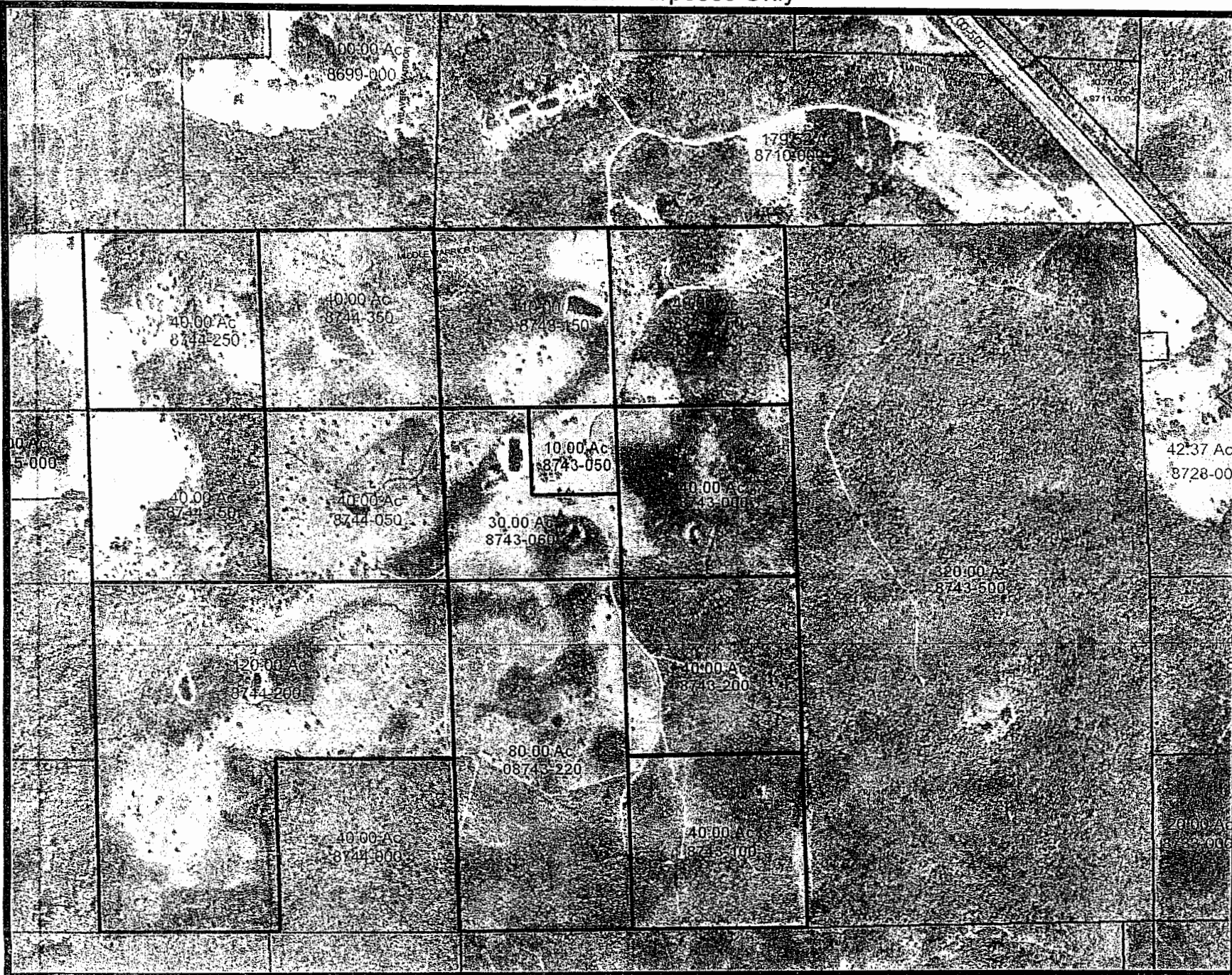


Bruce A. Ratliff  
Taylor County Property Appraiser  
For Assessment Purposes Only

Feet  
0 500 1,000 2,000

**Legend**

- COUNTY BOUNDARY
- CITY LIMIT
- PARCEL LINES
- PARCELS
- LOT LINES



NOTE: This product has been compiled from the most accurate source data from Taylor County. However, this product is for reference purposes only and is not to be construed as a legal document or survey instrument. Any reliance on the information contained herein is at the user's own risk. Taylor County and the Taylor County Property Appraiser assume no responsibility for any use of the information contained herein or any loss resulting therefrom.



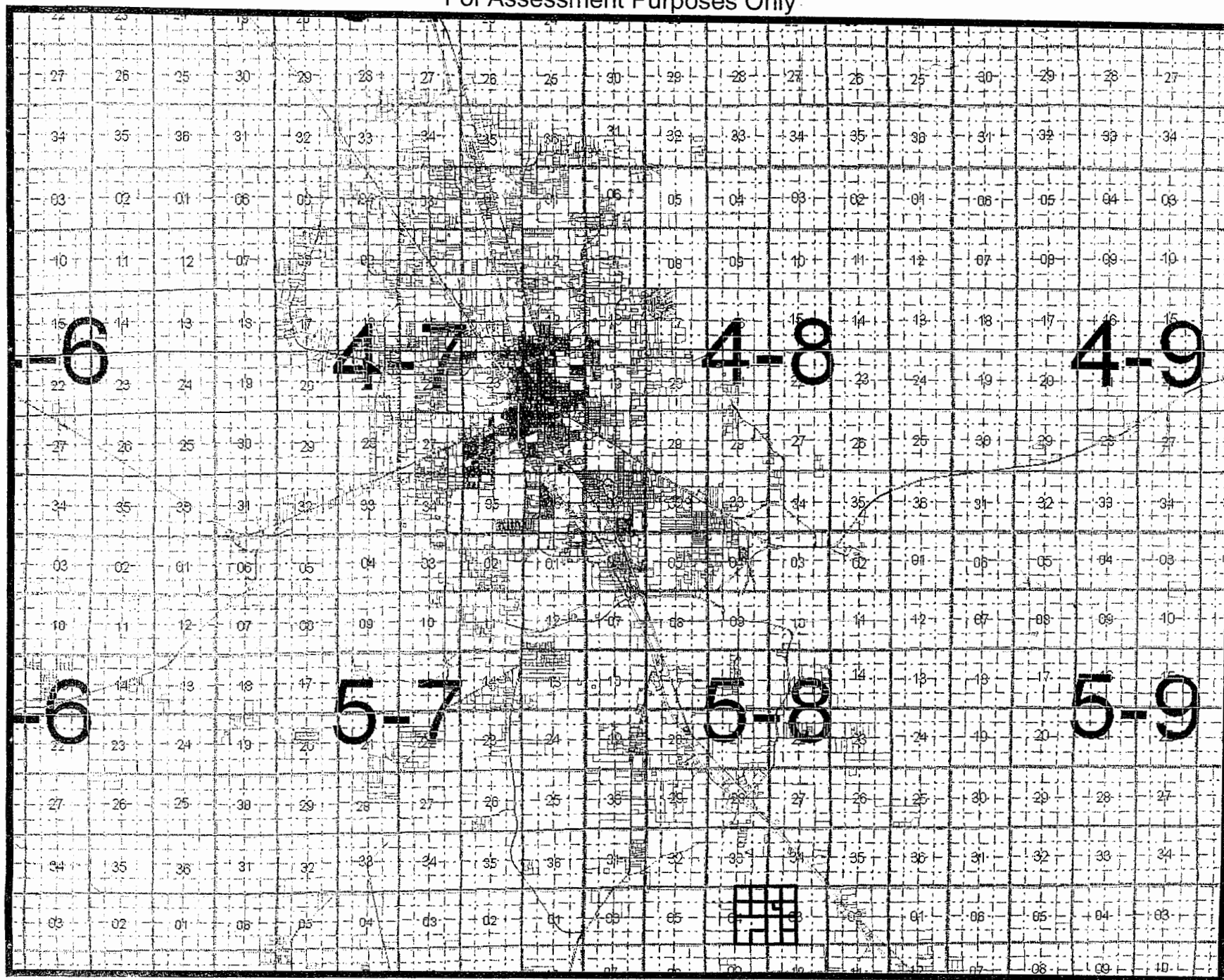


Bruce A. Ratliff  
Taylor County Property Appraiser  
For Assessment Purposes Only

Feet  
0 5,500 11,000 22,000

**Legend**

- COUNTY BOUNDARY
- CITY LIMIT
- ▨ PARCELS
- PLSS LINES
- TYPE**
- FORTY
- QUARTER
- SECTION
- TWRNG



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**ADJOINING PROPERTY PROTECTION AGREEMENT**

I, SHANNON WELLS, owner of the property described as follows:

Address:

8999 South Highway U.S. 19, Perry, Florida 32348.

Section: 3 Township: 65 Range: 8E Parcel#: 8744-356, 8744-200  
8744-050, 8743-200

I agree to reimburse all owners and occupants of property adjoining the subject premises for all damages of any kind to such owners or occupants or to their property caused by the applicant/owner of the subject premises, or by any person attending the event with knowledge of the applicant, which damage would not have occurred had the event on the 15-17 day of MARCH 2013, ~~2012~~, not been held.

The owner of the property and the applicant for the event must sign this agreement, and by signing same I warrant ownership of said property.

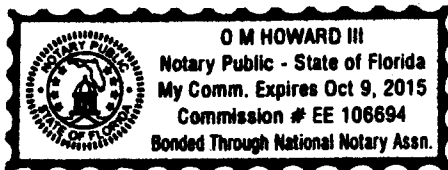
DATED this 2ND day of FEB, 2013

[Signature]  
WITNESS  
[Signature]  
WITNESS

[Signature]  
SHANNON WELLS  
SHANNON WELLS  
APPLICANT'S NAME

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgement, personally appeared SHANNON WELLS, to me known the person described in and who executed the foregoing instrument and acknowledge before me that he/she executed the same.

WITNESS my hand and official seal in the County of and State last aforesaid this 2ND day of FEB, 2013.



[Signature]  
NOTARY PUBLIC  
My Commission Expires:

**RELEASE AND HOLD HARMLESS AGREEMENT**

I, Shannon Wells, owner of the property described as follows:

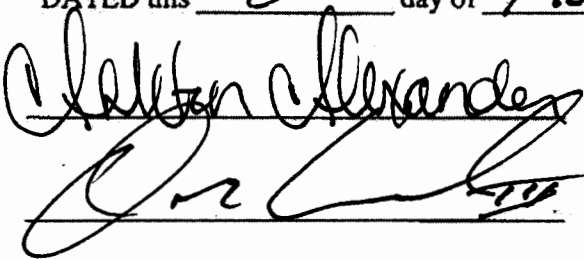
Address:

8999 South Highway U.S. 19, Perry, Florida 32348

Section: 3 Township: 65 Range: 8E Parcel#: 8744-356, 8744-200,  
8744-050, 8743-200

Agree to hold harmless and indemnify Taylor County and the Sheriff, as well as the Board of County Commissioners, all County employees, agents, appointees, and designees from any and all manner action or actions, cause and causes of action, suits, damages, judgments, and claims of any kind whatsoever, which may result from or be in any way connected or related to the event on October 25<sup>th</sup> – October 28<sup>th</sup>, 2012. This right of ingress and hold harmless must be signed by the owner(s) of the property and by signing same I warrant ownership of said property..

DATED this 2<sup>ND</sup> day of FEB 2013, 2012.

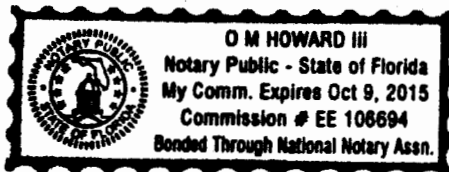


Sh Wells  
SHANNON WELLS

SHANNON WELLS

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgement, personally appeared SHANNON WELLS, to me known the person described in and who executed the foregoing instrument and acknowledge before me that he/she executed the same.

WITNESS my hand and official seal in the County of and State last aforesaid this 2<sup>ND</sup>  
day of FEB 2013, 2012.



  
NOTARY PUBLIC  
My Commission Expires:

# WASTE PRO

## SERVICE AGREEMENT

"The Waste Professionals"

8470 NW 168th Ln Ph. 352-463-6200  
Fanning Springs, FL 32693 Fax 352-463-6162

CUSTOMER ACCOUNT NO. \_\_\_\_\_

REASON CODE NEW Roll Off Account

EFFECTIVE DATE \_\_\_\_\_

ACCOUNT NAME WELLS MUD RANCH  
SERVICE ADDRESS HWY 9 SOUTH  
CITY, ZIP PERRY FL  
COUNTY TAYLOR  
TEL # 950 584 4980 FAX# 850-584-4980  
CONTACT TREY HOWARD

BILLING NAME \_\_\_\_\_  
BILLING ADDRESS \_\_\_\_\_  
CITY, ZIP \_\_\_\_\_  
COUNTY \_\_\_\_\_  
TEL # \_\_\_\_\_ FAX# \_\_\_\_\_  
CONTACT \_\_\_\_\_

### EQUIPMENT / SERVICE SPECIFICATIONS

Loc.	System	Quantity	Size	Lids	Wheels	Lock	Frequency	On Call	Schedule & Route Number	Charge(s)
	RO 1	20	4	YARD	N/A	N/A	X		Mon. Tues. Wed. Thurs. Fri. Sat. Sun.	\$230.00
									Mon. Tues. Wed. Thurs. Fri. Sat. Sun.	\$
									Mon. Tues. Wed. Thurs. Fri. Sat. Sun.	\$
									Mon. Tues. Wed. Thurs. Fri. Sat. Sun.	\$
									Mon. Tues. Wed. Thurs. Fri. Sat. Sun.	\$
Map Code / Driver Notes:										\$ Total
									Mon. Tues. Wed. Thurs. Fri. Sat. Sun.	\$
									Mon. Tues. Wed. Thurs. Fri. Sat. Sun.	\$
									Mon. Tues. Wed. Thurs. Fri. Sat. Sun.	\$
									Mon. Tues. Wed. Thurs. Fri. Sat. Sun.	\$
									NET CHANGE	\$

SPECIAL INSTRUCTIONS once they open waste pro will provide service for mudal bog

CUSTOMER DEPOSIT 485.00  
RENEWABLE Yes  
TERM Temp  
PO NUMBER \_\_\_\_\_  
JOB NUMBER \_\_\_\_\_  
RECEIPT REQUIRED? \_\_\_\_\_  
TAXABLE \_\_\_\_\_  
SIC \_\_\_\_\_  
BILL TO ACCT# \_\_\_\_\_  
DISPOSAL SITE \_\_\_\_\_

SCHEDULE OF CHARGES	
Service Charges per Month	\$
Casters/Locks	\$
Extra Pick up Charges	\$
Per Lift	\$230.00
Per Yard	\$
Per Ton	\$
Hauling per Load	\$
Disposal per Load	\$
Delivery Charge	\$500.00
Franchise Fee	\$
Fuel Surcharge	\$20.00
Environmental Fee	\$15.00

THE UNDERSIGNED INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF THE CUSTOMER.

TERMS: NET 10 DAYS

CUSTOMER

CONTRACTOR

(AUTHORIZED SIGNATURE)

(DATE)

(REPRESENTATIVE SIGNATURE)

\* Note: \$110.00 maintenance fee will be charged on any roll-off not dumped within a 30 day period

<b>CERTIFICATE OF LIABILITY</b>		DATE (MM/DD/YYYY)  August 23, 2012
<b>PRODUCER</b> Jones Birdsong LLP 8935 S. Pecos Rd., Suite 22B Henderson, NV 89074	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.	
<b>INSURED</b> Iron Horse Mud Ranch, LLC PO Box 203 Rush, FL 41168	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A: First Mercury Insurance Company	10657
	INSURER B: Certain Underwriters at Lloyd's, London	
	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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS				
<b>A</b>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$50,000 Errors & Omissions <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	SE-CGL-0000016119-01	07/01/12 12:01 a.m.	07/01/13 12:01 a.m.	EACH OCCURRENCE	\$ 1,000,000			
	DAMAGE TO RENTED PREMISES (Ea Occurrence)				\$ 100,000				
	MED EXP (Any One Person)				\$ NIL				
	PERSONAL & ADV INJURY				\$ 1,000,000				
	GENERAL AGGREGATE				\$ 2,000,000				
	PRODUCTS - COMPIOP AGG				\$ 1,000,000				
	PARTICIPANT LEGAL LIABILITY				\$ 1,000,000				
	<b>AUTOMOBILE LIABILITY</b>								
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRE AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident)	\$
	<b>GARAGE LIABILITY</b>								
<input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	\$				
<b>EXCESS/UMBRELLA LIABILITY</b>									
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				OTHER THAN AUTO ONLY:      EA ACC	\$				
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>									
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT      \$ E.L. DISEASE - EACH EMPLOYEE      \$ E.L. DISEASE - POLICY LIMIT      \$					
<b>B</b>	<b>OTHER PARTICIPANT ACCIDENT</b>	HGBA1203277 0	07/01/12 12:01 a.m.	07/01/13 12:01 a.m.	<b>Accidental Death &amp; Dismemberment</b> <b>\$10,000 Excess Medical \$10,000</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

Event: Pudding Creek @ Ironhorse Mud Ranch

Location: Iron Horse Mud Ranch, 8999 US Hwy 19 South, Perry, FL 32348

Date(s): October 25-28, 2012

Additional Insured(s): See Addendum

**CERTIFICATE HOLDER**

**CANCELLATION**

<b>Iron Horse Mud Ranch, LLC</b> <b>PO Box 203</b> <b>Rush, FL 41168</b>	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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  <div style="text-align: center;"> </div>

ADDENDUM PAGE FOR CERTIFICATE

JONES BIRDSONG LLP, MOTORSPORTS

POLICY NO: SE-CGL-0000016119-01

DATE ISSUED: August 23, 2012

INSURED: Iron Horse Mud Ranch, LLC  
PO Box 203  
Rush, FL 41168

- A. ANY PERSON OR ORGANIZATION ENGAGED IN OPERATING, MANAGING, SANCTIONING OR SPONSORING THE "COVERED PROGRAM", INCLUDING OFFICIALS OF THE "COVERED PROGRAM".
- B. ANY "PARTICIPANT", "COMPETITION VEHICLE" OWNER AND "COMPETITION VEHICLE" SPONSOR.
- C. TRUCKS GONE WILD, TGW PROMOTIONS, 1900 N ORANGE BLOSSOM TRAIL, SUITE BE, ORLANDO, FL 32804 (MUD TRUCK PROMOTER)

IS (ARE) LISTED AS AN ADDITIONAL INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATION OF THE NAMED INSURED.

### **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s).

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 endorsements(s).

### **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representatives or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



F.W. Murray's Septic  
P.O. Box 1328  
Perry, Florida 32348

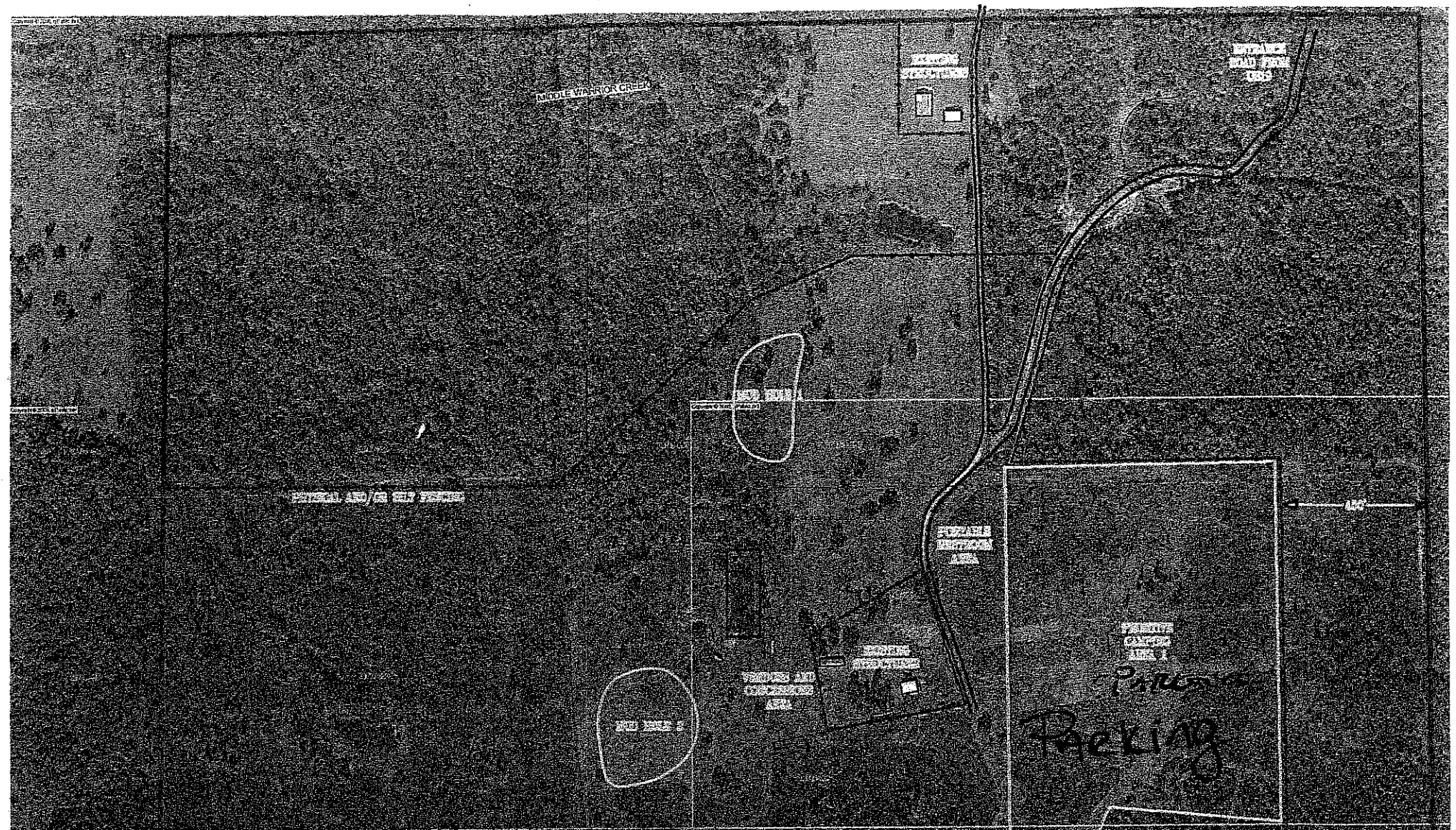
February 18, 2013

To Whom It May Concern:

We propose to provide any and all sanitation needs for the Iron Horse Mud Ranch located on South Highway 19 during the following dates, March 15th through March 17th.

If you have any questions feel free to contact me directly.

Sincerely,  
F.W. Murray  
Owner



⑦

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

**SUBJECT/TITLE:**



North Central Florida RACEC Re-designation

**Meeting Date:**

03/04/2013

**Statement of Issue:** 1. A letter requesting that the 14 county, North Central Florida RACEC be re-designated for an additional 5 years as a RACEC

2. Board of County Commissioners adopt a Resolution supporting the RACEC re-designation

3. A letter of support for the NFEDP's 2013 Rural Staffing Grant application that provides critical funding to support the economic development assistance services provided by the NFEDP to the counties and Partners throughout the region

**Recommendation:** BOCC approve all three items

**Fiscal Impact:** \$ 0

**Budgeted Expense:** Yes ☐ No ☐ N/A ☒

**Submitted By:** Taylor County Development Authority

**Contact:** Scott Frederick

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

1.

2.

**Attachments:**

1.



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

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, please accept this letter officially requesting that the North Central Florida Rural Area of Critical Economic Concern (RACEC) designation be recertified through Executive Order of Governor Rick Scott for the five year period covering 2013-2018. The North Central Florida RACEC designation should continue to apply to all of its current 14 counties including Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties. We also ask that all existing Enterprise Zones in these counties and cities continue to exist, since it is critical to the facilitation of economic development in our rural communities and recruiting of new businesses. Additionally, we request the continuation of all rural development staffing grant funding for the North Florida Economic Development Partnership (NFEDP) on behalf of the RACEC because they serve a vital role for our region and this funding is significant to their sustainability and continued effectiveness.

Notwithstanding the progress that has been made in our region since our original RACEC designation, there is still so much work that needs to be done to improve the economic development and job growth objectives for this region. Taylor County is looking forward to hearing that Governor Rick Scott has reviewed and recertified the designation of the North Central Florida Rural Area of Critical Economic Concern.

Sincerely,

Pam Feagle  
Chair  
Taylor County Board of County Commissioners



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

**ANNIE MAE MURPHY, Clerk**  
Post Office Box 620  
Perry, Florida 32348  
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(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,

Pam Feagle  
Chair  
Taylor County Board of County Commissioners



## **RESOLUTION**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, EXPRESSING ITS SUPPORT THAT THE DESIGNATION OF RURAL AREA OF CRITICAL ECONOMIC CONCERN (RACEC) CONTINUE TO APPLY TO THE NORTH CENTRAL FLORIDA REGION INCORPORATING BAKER, BRADFORD, COLUMBIA, DIXIE, GILCHRIST, HAMILTON, JEFFERSON, LAFAYETTE, LEVY, MADISON, PUTNAM, SUWANNEE, TAYLOR, AND UNION COUNTIES (INCLUDING THE CITIES, TOWNS AND COMMUNITIES WITHIN EACH); AND, THAT ALL ENTERPRISE ZONES IN THESE COUNTIES AND COMMUNITIES CONTINUE TO EXIST; AND THE CONTINUATION OF ALL STAFFING GRANT FUNDING FOR THE NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP (NFEDP) THROUGH FUNDS APPROPRIATED BY THE FLORIDA LEGISLATURE AND ADMINISTERED THROUGH FLORIDA'S DEPARTMENT OF ECONOMIC OPPORTUNITY, AND PROVIDING FOR AN EFFECTIVE DATE NO LATER THAN JUNE 1, 2013.**

**WHEREAS**, in 2003 Governor Jeb Bush, by executive order, identified fourteen counties (Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union) as one of three Rural Areas of Critical Economic Concern (RACEC), and that this designation was renewed in 2008; and

**WHEREAS**, the North Florida Economic Development Partnership (NFEDP) was created as the regional organization work in cooperation with the 14 counties to promote and improve economic development throughout the North Central Florida region; and

**WHEREAS**, the various counties and municipalities in the NFEDP's region request that Governor Rick Scott renew the designation as a Rural Area of Critical Economic Concern; and

**WHEREAS**, the NFEDP, in cooperation with and through the support of the 14 counties, all municipalities within the 14 counties, all Workforce Development Boards serving the region, and corporate sector partners, has made great strides in improving the economic outlook for the North Central RACEC by assisting with recruiting new industries, supporting infrastructure projects and working together with local communities and other organizations such as Enterprise Florida, DEO, DEP, FDOT, and the Governor's Office; and

**WHEREAS**, notwithstanding the progress that has been made since 2008, there is still much work that needs to be done to help these fourteen counties and the region strategically plan and actually compete for economic development projects, and to retain and expand existing businesses to generate jobs and wealth in the region.

**NOW, THEREFORE, BE IT RESOLVED**, that the Taylor County Board of County Commissioners does hereby express its support of the following:

1. That the designation of the North Central Florida Rural Area of Critical Economic Concern (RACEC) continue to apply to Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties;
2. That all existing Enterprise Zones in these counties continue to exist; and
3. The continuation of all staffing grant funding be continued and expanded for the North Florida Economic Development Partnership (NFEDP) through funds appropriated by the Florida Legislature and administered through Florida's Department of Economic Development Opportunity, Enterprise Florida, Inc. and/or other designated agencies.

**DULY ADOPTED** this 4<sup>th</sup> day March, 2013.

ATTEST:

TAYLOR COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Annie Mae Murphy, Clerk

By: \_\_\_\_\_  
Pam Feagle, Chair



## RESOLUTION

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, EXPRESSING ITS SUPPORT THAT THE DESIGNATION OF RURAL AREA OF CRITICAL ECONOMIC CONCERN (RACEC) CONTINUE TO APPLY TO THE NORTH CENTRAL FLORIDA REGION INCORPORATING BAKER, BRADFORD, COLUMBIA, DIXIE, GILCHRIST, HAMILTON, JEFFERSON, LAFAYETTE, LEVY, MADISON, PUTNAM, SUWANNEE, TAYLOR, AND UNION COUNTIES (INCLUDING THE CITIES, TOWNS AND COMMUNITIES WITHIN EACH); AND, THAT ALL ENTERPRISE ZONES IN THESE COUNTIES AND COMMUNITIES CONTINUE TO EXIST; AND THE CONTINUATION OF ALL STAFFING GRANT FUNDING FOR THE NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERSHIP (NFEDP) THROUGH FUNDS APPROPRIATED BY THE FLORIDA LEGISLATURE AND ADMINISTERED THROUGH FLORIDA'S DEPARTMENT OF ECONOMIC OPPORTUNITY, AND PROVIDING FOR AN EFFECTIVE DATE NO LATER THAN JUNE 1, 2013.**

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**WHEREAS**, the various counties and municipalities in the NFEDP's region request that Governor Rick Scott renew the designation as a Rural Area of Critical Economic Concern; and

**WHEREAS**, the NFEDP, in cooperation with and through the support of the 14 counties, all municipalities within the 14 counties, all Workforce Development Boards serving the region, and corporate sector partners, has made great strides in improving the economic outlook for the North Central RACEC by assisting with recruiting new industries, supporting infrastructure projects and working together with local communities and other organizations such as Enterprise Florida, DEO, DEP, FDOT, and the Governor's Office; and

**WHEREAS**, notwithstanding the progress that has been made since 2008, there is still much work that needs to be done to help these fourteen counties and the region strategically plan and actually compete for economic development projects, and to retain and expand existing businesses to generate jobs and wealth in the region.

**NOW, THEREFORE, BE IT RESOLVED**, that the Taylor County Board of County Commissioners does hereby express its support of the following:

1. That the designation of the North Central Florida Rural Area of Critical Economic Concern (RACEC) continue to apply to Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties;
2. That all existing Enterprise Zones in these counties continue to exist; and
3. The continuation of all staffing grant funding be continued and expanded for the North Florida Economic Development Partnership (NFEDP) through funds appropriated by the Florida Legislature and administered through Florida's Department of Economic Development Opportunity, Enterprise Florida, Inc. and/or other designated agencies.

**DULY ADOPTED** this 4<sup>th</sup> day March, 2013.

ATTEST:

TAYLOR COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Annie Mae Murphy, Clerk

By: \_\_\_\_\_  
Pam Feagle, Chair

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



**THE BOARD TO REVIEW AND CONSIDER APPROVAL OF  
CONTRACTS FOR DEBRIS MANAGEMENT SERVICES WITH  
CERES ENVIRONMENTAL (PRIMARY) AND CROWDERGULF  
JOINT VENTURE, INC., AS AGENDAED BY DUSTIN  
HINKEL, EMERGENCY MANAGEMENT DIRECTOR**

**MEETING DATE REQUESTED:**

**MARCH 4, 2013**

**Statement of Issue:**

**THE BOARD TO APPROVE DEBRIS MANAGEMENT  
CONTRACTS**

**Recommended Action: APPROVE**

**Fiscal Impact:**

**NONE; CONTRACTS ONLY ACTIVE AFTER A NOTICE TO  
PROCEED IS ISSUED BY THE BOARD**

**Budgeted Expense:**

**NO**

**Submitted By:**

**DUSTIN HINKEL, EM DIRECTOR**

**Contact:**

**838-3500x7**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues: IN JANUARY 2013 THE REVIEW COMMITTEE  
RECOMMENDED CONTRACTING WITH CERES AND CROWDERGULF AS PRIMARY  
AND ALTERNATE CONTRACTORS. THE CONTRACTS WOULD ONLY BE  
ACTIVATED IF THE COUNTY'S RESOURCES WERE OVERWHELMED BY A DEBRIS  
GENERATING EVENT.**

**Options:**

**APPROVE/NOT APPROVE**

**Attachments:**

**CERES CONTRACT  
CROWDERGULF CONTRACT**

## **CONTRACT TO PROVIDE DISASTER DEBRIS MANAGEMENT SERVICES**

**By and Between**

**COUNTY OF TAYLOR, FLORIDA**

**and**

**CERES ENVIRONMENTAL SERVICES, INC.**

THIS CONTRACT is made and entered into on the dates hereinafter indicated, by and between the COUNTY OF TAYLOR, hereinafter referred to as "TAYLOR", a political subdivision of the State of FLORIDA, and CERES ENVIRONMENTAL SERVICES, INC., hereinafter referred to as "CERES", a non-Florida corporation authorized to do and doing business in the State of Florida, represented herein by its Assistant Vice-President, David A. Preus, duly authorized.

WITNESSETH:

WHEREAS, TAYLOR requires a pre-placement service contract for disaster debris collection, processing and disposal services; and

WHEREAS, TAYLOR prepared and issued a formal Request for Proposal No. N/A which was advertised on the Taylor County Website on November 6, 2012, requesting proposals from qualified firms to provide disaster debris collection, processing and disposal services, hereinafter referred to as "the Request", a copy of which is attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, CERES submitted a formal proposal in response to the Request to provide disaster debris collection, processing and disposal services dated December 18, 2012, hereinafter referred to as "the Proposal", a copy of which is attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, CERES submitted "Contractor's Price Proposal" in furtherance of its proposal to provide disaster debris collection for processing and disposal services dated December 18, 2012 hereinafter referred to as "Fee Schedule", a copy of which is attached hereto and incorporated herein by reference as Exhibit "C"; and

WHEREAS, TAYLOR and CERES are now desirous of entering into a final and binding contract for disaster debris collection, processing and disposal services in accordance with the contract documents annexed hereto and the terms and conditions outlined herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, TAYLOR and CERES hereby agree as follows, to-wit:

#### **SECTION 1 – GENERAL**

This Contract for disaster debris collection, processing and disposal services will commence upon signature of the Chair of the Board of County Commissioners.

CERES will provide disaster debris collection, processing and disposal services to TAYLOR in accordance with the terms and conditions stated herein, and those contained in the Request and Proposal (Exhibits A, B, and C).

For purposes of this Contract, the order of precedence for interpretation will be as follows:

1. This Contract to provide disaster debris collection, processing and disposal services;
2. The Request ("Exhibit A")
3. The Proposal ("Exhibit B")
4. Fee Schedule ("Exhibit C")

#### **SECTION 2 – SCOPE OF SERVICES**

TAYLOR hereby engages CERES to provide disaster debris collection, processing and disposal services in accordance with the terms and conditions stated in Exhibit A. The Scope of Services specifically includes those items listed in "Scope of Services ("Exhibit A"). This Contract is a pre-placement contract that can be activated by TAYLOR in the event of an emergency or disaster-related event such as, but not limited to, hurricanes, tornados, and floods. The use of CERES's services under this Contract will therefore be on an as-needed basis as requested by Taylor County. The Scope of Services may include removal of debris from public property; removal of debris from public streets and rights-of-way; processing and disposal of debris; preparing and maintaining documentation of all services performed including, but not limited to, time sheets, load tickets, materials used, invoices for rented equipment, etc.

#### **SECTION 3 - MAXIMUM CONTRACT AMOUNT**

The Contract is based on Unit Pricing as set forth in CERES's Fee Schedule (dated December 18, 2012) which is attached hereto as "Exhibit C" and incorporated herein by reference.

#### **SECTION 4 – CONTRACT PERIOD**

This is a three (3) year Contract commencing on the signature of the Chair of the Board of County Commissioners [per Section I. Background] with the option of two (2) one (1) year extensions, upon agreement by both parties under the same terms and conditions. Work under this Contract will only be performed in the event of a disaster and no funding will be available for this Contract until the time of the disaster.

#### **SECTION 5 – OWNERSHIP OF DEBRIS**

Unless otherwise directed by TAYLOR, titled or registered debris (such as vehicles or boats) will not be loaded and removed by CERES and such titled or registered debris shall not become property of CERES.

#### **SECTION 6 - AUDIT OF RECORDS**

The monitoring and auditing of CERES's records shall be allowed to TAYLOR's Finance Department and any other appropriate TAYLOR entities, or other third parties as designated by TAYLOR.

#### **SECTION 7 – INSURANCE AND BOND REQUIREMENTS**

Insurance and bonds are required for this Contract per RFP.

#### **SECTION 8 – TERMINATION**

TAYLOR may terminate this Contract for cause based on the non-compliance of CERES to meet the terms and/or conditions of the Contract; provided that TAYLOR shall give CERES written "Notice of Non-Compliance" specifying CERES's non-compliance. If within ten (10) days of receipt of written "Notice of Non-Compliance" CERES shall not have corrected such non-compliance and thereafter proceeded diligently to complete such correction then TAYLOR may, at its option, place CERES in default and the Contract shall terminate on the date specified in such notice. CERES may exercise any rights available to it under Florida law to terminate for cause upon the failure of TAYLOR to comply with the terms and conditions of this Contract; provided that CERES shall give TAYLOR written notice specifying TAYLOR's non-compliance.

TAYLOR may terminate the Contract at any time by giving thirty (30) day's written notice to CERES of such termination or negotiating with CERES an effective date.

In the event of the termination of this Contract because of any of the above CERES shall be paid for Work performed in a satisfactory manner prior to CERES's receipt of written notice of termination.

#### **SECTION 9 – INDEPENDENT CONTRACTOR**

While in the performance of providing the services outlined herein or carrying out other obligations under this Contract, CERES shall be acting in the capacity of independent contractor and not as an employee of TAYLOR. TAYLOR shall not be obligated to any person, firm, corporation, or other entity of any obligation of CERES arising from the performance of services under this Contract. Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.

CERES shall at all times remain an independent contractor with respect to the services to be performed under this Contract. CERES understands and agrees that TAYLOR shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and benefits, including Worker's Compensation insurance for any member, manager, employee, agent, servant, or volunteer of CERES, as CERES is an independent contractor.

#### **SECTION 10 – CONTRACT EXECUTION AND AMENDMENT**

This Contract, together with Exhibit A, B and C represent the entire agreement between TAYLOR and CERES and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both parties.

#### **SECTION 11 – APPLICABLE LAW AND VENUE**

This Contract shall be consummated in the State of Florida and shall be governed and construed in accordance with the laws of the State of Florida. Venue shall be in the Circuit Court of Taylor County, FL; and by entering into this Contract, CERES expressly waives any objections it has or may have to jurisdiction and venue, regardless of CERES's residence or domicile.

#### **SECTION 12 – INDEMNIFICATION**

To the fullest extent permitted by law, CERES shall protect, defend, indemnify, save and hold harmless TAYLOR, all COUNTY departments, agencies, boards and commissions its officers, agents, servants and employees including volunteers from and against any and all claims, demands, expense and liability arising out of liability or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of CERES, its agents, servants,



and employees while performing any of the services contemplated under this Contract and any and all costs, expense or attorney's fees incurred by CERES as a result of any such claims, demands and/or causes of action, except for those claims, demands, or causes of action arising out of the negligence of TAYLOR, its agents and/or employees. CERES agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if proven to be groundless, false or fraudulent.

### **SECTION 13 – NOTICES**

Any communications to be given hereunder by either Party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested as follows:

Notices should be sent to TAYLOR at the following address:

Jack Brown, County Administrator

Taylor County Board of County Commissioners  
COUNTY OF TAYLOR  
201 East Green Street  
PERRY, FL 32347

Notices should be sent to CERES at the following address:

**David A. Preus, Assistant Vice-President**  
**CERES ENVIRONMENTAL SERVICES, INC.**  
**6960 Professional Parkway East**  
**Sarasota, FL 34240**

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt, mailed notices shall be deemed communicated five (5) days after deposit in the mail, postage prepaid, certified, in accordance with this Section.

### **SECTION 14 – SEVERABILITY**

The parties to this Contract understand and agree that the provisions herein, shall, between them, have the effect of law, but in reference to matters not provided herein, the Contract shall be governed by the regulations of the United States and the laws of the State of Florida. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Contract, such provision is fully severable, and this Contract must be construed and enforced as if such illegal, invalid, or unenforceable provisions never comprised a part of this Contract

and the remaining provisions of this Contract remain in full force and effect and may not be affected by the illegal, invalid, or unenforceable provision or its severance from this Contract.

#### **SECTION 15 – ASSIGNMENT**

This Contract may not be assigned or transferred at any time to any person, firm, corporation or other legal entity except with the express prior written approval of TAYLOR.

#### **SECTION 16 - DISCRIMINATION CLAUSE**

CERES agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and CERES agrees to abide by the requirements of the Americans with Disabilities Act of 1990. CERES agrees to provide a work environment free of potential harassment and not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by CERES, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

#### **SECTION 17 - OWNERSHIP OF RECORDS**

When applicable, all records, reports, documents, or other material related to this Contract and/or obtained or prepared by CERES in connection with the performance of the services contracted for herein shall become the property of TAYLOR, and shall, upon request, be returned by CERES to TAYLOR, at CERES's expense, at the termination or the expiration of this Contract.

#### **SECTION 18 - CODE OF GOVERNMENTAL ETHICS**

CERES acknowledges that the Florida Statutes (Code of Governmental Ethics) applies to CERES in the performance of services and work called for in this Contract. CERES agrees to immediately notify TAYLOR if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

#### **SECTION 19 - FEDERAL CLAUSES**

CERES agrees to the following miscellaneous terms and provisions for all federally funded and reimbursable contracts:

A) CERES shall comply with Executive Order 11246 of September 24, 1965, entitled, "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

B) CERES shall comply with the Copeland "Anti-Kickback" Act of (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

C) CERES shall comply with Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

D) CERES shall comply with all notices of awarding agency requirements and regulations pertaining to reporting.

E) CERES shall comply with all notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such Agreement.

F) CERES shall comply with all awarding agency requirements and regulations pertaining to copyrights and rights in Data.

G) CERES shall provide access by the State of Florida, COUNTY of TAYLOR, United States of America, FEMA, the Controller General of the United States, or any of their duly authorized representatives, to any books, documents, papers and records of CERES which are directly pertinent to this specific Contract for the purpose of making audit, examination or excerpts, and transcriptions.

H) CERES shall retain all required records for a period of at least three years after the State of Florida or COUNTY of TAYLOR has made final payments and all other pending matters are closed.

I) CERES shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)). Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency Regulations (40 CFR Part 15).

J) CERES shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 93-163, 89 STAT 871).

IN WITNESS WHEREOF, the parties have executed this Contract before the undersigned competent witnesses on the dates hereinafter indicated.

WITNESSES:


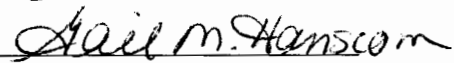
COUNTY OF TAYLOR, FLORIDA

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

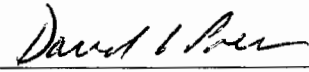
By: \_\_\_\_\_

Date: March 4, 2013

WITNESSES:

CERES ENVIRONMENTAL SERVICES, INC.

By:   
David A. Preus, Assistant Vice-President

Date: Feb 14, 2013

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the COUNTY Attorney



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

### NOTICE OF REQUEST FOR PROPOSALS FOR DISASTER DEBRIS MANAGEMENT SERVICES

The Taylor County Board of County Commissioners is soliciting sealed proposals for DISASTER DEBRIS MANAGEMENT SERVICES.

Qualified firms or individuals desiring to provide the required services must submit the proposal packages in a sealed envelope or similar package marked "***Sealed Proposal for DISASTER DEBRIS MANAGEMENT SERVICES***" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, or P.O. Box 620, Perry, Florida 32348, to arrive no later than 4:00 P.M., local time, on Tuesday December 18, 2012. **All proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 6:10 P.M. local time, or as soon thereafter as practical, on Tuesday December 18, 2012, in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.

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

Required Proposal information:

1. QUALIFICATIONS OF THE FIRM
2. QUALIFICATIONS OF STAFF
3. TECHNICAL APPROACH
4. COST PROPOSAL

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

**For additional information contact:**

Dustin Hinkel  
Taylor County Department of Emergency Management  
201 E. Green Street  
Perry, FL. 32347  
(850) 838-3500

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



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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(850) 838-3506 Phone  
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(850) 838-3500, extension 7 Phone  
(850) 838-3501 Fax

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

### GENERAL PROPOSAL INFORMATION

1. Proposal information **MUST** be obtained from the Emergency Management Department, 591 US HWY 27, Perry, Florida 32347, (850) 838-3575.
2. Five (5) proposal packages must be submitted in person to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, or by mail to P.O. Box 620, Perry, Florida 32348 to arrive no later than 4:00 P.M., local time, Tuesday December 18, 2012.
3. Proposals must be in a sealed envelope plainly marked on the outside: **"Sealed Proposal for DISASTER DEBRIS MANAGEMENT SERVICES"**.
4. All proposals **MUST** have the respondents name and mailing address clearly shown on the outside of the envelope or package when submitted.
5. Proposals not received by the Clerk of Court prior to the specified time will not be considered and **will be returned to the respondent unopened.**
6. Once opened no proposal may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
7. Respondents must complete and furnish with their proposal, the Florida Public Entity Crimes Statement as required by F.S. 287.133 (3) (a).
8. Proposals shall be received and respondents announced on Tuesday December 18, 2012 at 6:10 P.M., or as soon thereafter as practical, in the Taylor County Administrative Complex, Old Post Office, 201 East Green Street, Perry, Florida 32347.
9. The Taylor County Board of County Commissioners reserves the right, in its sole and absolute discretion, to reject any or all proposals, to cancel or withdraw this proposal at any time and waive any irregularities in the proposal process. The County reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, the County is not bound to award any contract(s) based on the lowest quoted price. The County, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the proposal deemed to be in the County's best interest.



(Continued)

10. It is the responsibility of the respondents to fully understand and follow all project expectations.
11. All bids submitted, requiring General Liability and Workmen's Compensation Insurance, per the bid specifications, must include a Certificate of Insurance showing \$1,000,000.00 liability insurance, listing Taylor County as additional insured, or a statement from a insurance agent, verifying that if the prospective bidder/respondent is awarded the bid, a Certificate of Insurance will be issued to the successful bidder/respondent within thirty (30) days of the acceptance of the bid, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Workers Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers Compensation Hold Harmless Agreement. Any bidder/respondent, who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next lowest bidder/respondent who meets all bid specifications. The vendor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent (Business Automobile Liability). The vendor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim (Professional Liability). The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit.
12. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the proposed price(s), under the conditions set forth in Taylor County Ordinance 2003-12.
13. The Taylor County Board of County Commissioners **DOES NOT ACCEPT FAXED PROPOSALS.**
14. Respondents who elect to send sealed proposals Overnight Express or Federal Express must send them to the physical address of: Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.
15. For additional information, contact:

Dustin Hinkel,  
Taylor County Department of Emergency Management.  
201 E. Green Street  
Perry, Florida 32347

(850) 838-3500 extension 7



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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(850) 584-6113 Phone  
(850) 584-2433 Fax

### PROPOSAL CHECKLIST

#### Check Items Included:

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

Checklist **Please include with proposal.**

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

COMES NOW, \_\_\_\_\_, and after having obtained a State of Florida Worker's 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 DISASTER DEBRIS MANAGEMENT SERVICES**

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 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 rehabilitation or any expense as a result of any injury on said project.
3. I hereby release Taylor County from any liability of whatever kind or 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 \_\_\_\_\_, 2012,

WITNESS:

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

STATE OF FLORIDA  
COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, \_\_\_\_\_, personally known to me ( ) produced identification ( ) 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 \_\_\_\_\_, 2012.

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

My Commission Expires:

Accepted by Taylor County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 2012, 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: \_\_\_\_\_ FORM PUR 7068 (Rev. 11/89)

**EXHIBIT "B"**

**CONTRACTOR'S PRICE PROPOSAL**

Date December 14, 2012

Proposal of Ceres Environmental Services, Inc.  
(hereinafter called "Contractor"), authorized to do business under the laws of Florida proposes to the County of Taylor, Florida, (hereinafter called "County").

The Contractor, in compliance with your invitation for proposals for:

**TAYLOR COUNTY DEBRIS REMOVAL SERVICES**

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

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

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

Contractor acknowledges receipt of the following addenda:

None.

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



# Exhibit C

	ITEM DESCRIPTION	UNIT PRICE	
1	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS, including limbs and trees placed on ROW under pay items 10 and 11 below.	0-15.9 miles	\$ <u>6.49</u> /cy
		16.0-30.9 miles	\$ <u>7.25</u> /cy
		31-60 miles	\$ <u>8.94</u> /cy
2	DMS SITE MANAGEMENT, Management of disaster related debris delivered to the DMS by the Contractor or County.	\$ <u>0.97</u> /cy	
3	GRINDING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Grinding of disaster related debris delivered to the DMS by Contractor or County	\$ <u>2.40</u> /cy	
4	AIR CURTAIN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	\$ <u>2.25</u> /cy	
5	OPEN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	\$ <u>1.45</u> /cy	
6	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay all tipping fees directly.	0-15.9 miles	\$ <u>4.15</u> /cy
		16.0-30.9 miles	\$ <u>5.60</u> /cy
		31-60 miles	\$ <u>7.50</u> /cy
7	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING FROM DMS TO APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay tipping fees directly.	0-15.9 miles	\$ <u>5.25</u> /cy
		16.0-30.9 miles	\$ <u>6.50</u> /cy
		31-60 miles	\$ <u>7.75</u> /cy

8	REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO DMS	0-15.9 miles \$ <u>6.49</u> /cy 16.0-30.9 miles \$ <u>7.25</u> /cy 31-60 miles \$ <u>8.94</u> /cy
9	REDUCTION OF C&D DEBRIS BY GRINDING	\$ <u>3.00</u> /cy
10	LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay all tipping fees directly.	0-15.9 miles \$ <u>4.15</u> /cy 16.0-30.9 miles \$ <u>5.60</u> /cy 31-60 miles \$ <u>7.50</u> /cy
11	REMOVAL OF C&D DEBRIS AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, with County paying all tipping fees directly.(NON DMS OPTION)	0-15.9 miles \$ <u>6.95</u> /cy 16.0-30.9 miles \$ <u>7.49</u> /cy 31-60 miles \$ <u>9.25</u> /cy
12	REMOVAL OF HAZARDOUS LIMBS. The Contractor shall remove all hazardous hanging limbs over 2" in diameter at the break point and place them on public property or ROW.	\$ <u>60.00</u> /tree
13	REMOVAL OF HAZARDOUS TREES. The Contractor shall remove hazardous trees in the size categories listed (measured 54" above ground) and place them on public property or ROW. 6 inches to 11.99 inches diameter 12 inches to 23.99 inches diameter 24 inches to 35.99 inches diameter 36 inches to 47.99 inches diameter Greater than 48 inches diameter	\$ <u>20.00</u> /tree \$ <u>40.00</u> /tree \$ <u>80.00</u> /tree \$ <u>100.00</u> /tree \$ <u>140.00</u> /tree
14	REMOVAL OF HAZARDOUS STUMPS. Contractor shall remove hazardous stumps greater than 24 inches in diameter measured 24 inches above the ground. Contactor shall backfill holes and ruts left by excavation of the stump. 24 inches to 35.99 inches diameter 36 inches to 47.99 inches diameter	\$ <u>75.00</u> /stump \$ <u>125.00</u> /stump

	Greater than 48 inches diameter	\$ <u>200.00</u> /stump
15	REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws.	\$ <u>60.00</u> /unit
16	REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE. The Contractor shall remove, haul, and dispose electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved to accept such items.	\$ <u>20.00</u> /unit
17	REMOVAL, HAULING, AND DISPOSAL OF CONCRETE. The Contractor shall load, haul, and dispose of concrete material separated by the property county.	\$ <u>15.00</u> /cy
18	REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect and transport household hazardous wastes to a central collection site identified by the County.	\$ <u>4.00</u> /lb.
19	REMOVAL, HAULING, AND DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES. The Contractor shall load, haul, and dispose of lawnmowers and other equipment with small engines. County is responsible for final disposal costs.	\$ <u>17.50</u> /each
20	REMOVAL, HAULING, AND DISPOSAL OF ABANDONED TIRES. The Contractor shall segregate, load, and haul abandoned tires to a collection site identified by County. [Tipping fees to be paid by County].	\$ <u>9.00</u> /each

21	REMOVAL, HAULING, AND DISPOSAL OF DEAD ANIMAL CARCASSES. The Contractor shall collect and transport dead animal carcasses to a central collection site identified by the County. [Tipping fees to be paid by County]	\$ <u>2.00</u> /lb.
22	REMOVAL AND HAULING OF STORM DEPOSITED SOILS TO DMS. The contractor shall haul storm deposited soils to a DMS designated by the County. Final disposition of the soils shall be the responsibility of the County.	\$ <u>8.50</u> /cy
23	CANAL/WATERWAY DEBRIS REMOVAL. The Contractor shall remove storm generated debris from drainage canals, creeks, and ditches. No hauling to DMS or landfill will occur under this line item.	
	1 foot to 10 feet (average width)	\$ <u>4.00</u> /per linear foot
	10.1 feet to 20 feet(average width)	\$ <u>8.00</u> /per linear foot
	20.1 feet to 35 feet(average width)	\$ <u>15.00</u> /per linear foot
	Greater than 35 feet(average width)	\$ <u>24.00</u> /per linear foot

**CONTRACTOR'S PRICE PROPOSAL – PART II**  
**EQUIPMENT AND LABOR RATES**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>HOURLY PRICE</b>
1.	JD 544 Wheel Loader with debris grapple	\$ 85.00
2.	JD 644 Wheel Loader with debris grapple	\$ 95.00
3.	Extendaboom Forklift with debris grapple	\$ 89.00
4.	753 Bobcat Skid Steer Loader with debris grapple	\$ 55.00
5.	753 Bobcat Skid Steer Loader with bucket	\$ 53.00
6.	753 Bobcat Skid Steer Loader with street sweeper	\$ 58.00
7.	30-50 H Farm Tractor with box blade or rake	\$ 38.00
8.	2 – 2 ½ cu. yd. Articulated Loader with bucket	\$ 90.00
9.	3 – 4 cu. yd. Articulated Loader with bucket	\$ 95.00
10.	JD 648E Log Skidder or equivalent	\$ 70.00
11.	CAT D4 Dozer	\$ 72.00
12.	CAT D5 Dozer	\$ 93.00
13.	CAT D6 Dozer	\$ 104.00
14.	CAT D7 Dozer	\$ 145.00
15.	CAT D8 Dozer	\$ 155.00
16.	CAT 125 – 140 HP Motor Grader	\$ 91.00
17.	JD 690 Trackhoe with debris grapple	\$ 95.00
18.	JD 690 Trackhoe with bucket and thumb	\$ 93.00
19.	Rubber Tired Excavator with debris grapple	\$ 105.00
20.	JD 310 Rubber Tired Backhoe with bucket and hoe	\$ 72.00
21.	210 Prentiss Knuckleboom with debris grapple	\$ 120.00
22.	CAT 623 Self-Loader Scraper	\$ 155.00
23.	Hand-Fed Debris Chipper	\$ 30.00
24.	30 Ton Crane	\$ 145.00
25.	50 Ton Crane	\$ 185.00
26.	100 Ton Crane (8 hour minimum)	\$ 245.00
27.	40 – 60' Bucket Truck	\$ 95.00
28.	Greater than 60' Bucket Truck	\$ 150.00
29.	Fuel/ Service Truck	\$ 45.00
30.	Water Truck	\$ 52.00
31.	Portable Light Plant	\$ 14.00
32.	Lowboy Trailer with Tractor	\$ 75.00
33.	Flatbed Truck	\$ 22.00
34.	Pick-up Truck (unmanned)	\$ 10.00
35.	Self-Loading Dump Truck with debris grapple	\$ 105.00
36.	Single Axel Dump Truck, 5 – 12 cu. yd.	\$ 46.00
37.	Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ 68.00
38.	Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ 68.00
39.	Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ 85.00
40.	Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ 90.00
41.	Chainsaw (without operator)	\$ 2.00

Ceres Environmental Services, Inc.

42. Temporary Office Trailer	\$ 15.00
43. Mobile Command and Communications Trailer	\$ 35.00
44. Laborer, with small hand tools	\$ 32.00
45. Skilled Sawman	\$ 35.00
46. Crew Foreman with cell phone	\$ 45.00
47. Tree Climber	\$ 65.00

All equipment rates include the cost of the operator, fuel, and maintenance.

All labor rates include the cost of personal protective equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings and protective eyewear.

#### **ADDITIONAL SERVICES PROVIDED AT NO COST:**

- A. Training and Assistance: Annual sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. Preliminary Damage Assessment: Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization: All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor. Said activity to include mobilization after notice to proceed, response time to first push, hours to full operations, staging.
- D. Mobile Command Unit: The Contractor shall provide use of the mobile command unit for County's debris recovery management personnel to serve as a field, operations command center.
- E. Temporary Storage of Documents: The Contractor shall provide storage of daily disaster-related documents and reports for protection during the disaster event.
- F. Debris Planning Efforts: The Contractor shall assist in disaster debris recovery planning efforts as requested by the County. These planning efforts shall include, but are not limited to, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- G. Reporting and Documentation: The Contractor shall provide and submit to the Monitor and the County, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA and/or State government for reimbursement of costs. In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.

**No amount of work is guaranteed under this contract.**

Multiple Contracts may be awarded for work on this project. The amount due to Contractor will be based on the actual cubic yards of debris and established units of other material removed, multiplied by the Contractor's unit price per each unit. The actual amount may be more or less than the total project cost estimate, based on the actual quantity of debris removed. All payments made to the Contractor shall be subject to a 5% retainage which will be retained for a minimum of sixty (60) days after completion of all contract work to insure against late completion of the project and/or undiscovered damage to public or private property.

Contractor understands that the County reserves the right to reject any or all proposals. Upon receipt of written notice of the acceptance of proposal, Contractor shall execute the final contract within twenty-four (24) hours.

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this proposal.

Respondent understands that the County reserves the right to reject any or all offers and to waive informalities in the proposal. The bidder agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals. The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

Business Name: Ceres Environmental Services, Inc.

Address (City, State, Zip Code): 6960 Professional Parkway East, Sarasota, FL 34240

Office Phone, Fax Number, and Email: (800) 218 - 4424; (866) 228 - 5636; gail.hanscom@ceresenvironmental.com

Business Representative Name and Title: David A. Preus, Assistant Vice President

Signature of Representative: David A. Preus



## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.



d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:



"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\*\*\*\*\*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



February 15, 2013

Taylor County Emergency Management  
Attn: Dustin Hinkel, FAEM  
201 E. Green Street  
Perry, FL 32347

**RE: Contract to Provide Disaster Debris Management Services**

Dear Dustin,

Please find enclosed three (3) signed originals of the Contract to Provide Disaster Debris Management Services to Taylor County. I have included three copies in anticipation of receiving one original back following the completed execution by your County Officials.

Ceres is very pleased to have been chosen as your primary debris management contractor and we look forward to an excellent working relationship with you. We stand ready to respond should the need arise and are immediately available if you have any further questions or concerns.

Respectfully,

A handwritten signature in black ink that reads "Gail M. Hanscom". The signature is fluid and cursive.

Gail M. Hanscom  
Contract Administrator

Enc.

# ***Contract for Debris Management Services***

THIS CONTRACT is made this the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between **CrowderGulf Joint Venture, Inc.** (herein referred to as "**Contractor**") and **Taylor County** a political subdivision of the **State of Florida** (herein referred to as **County**)

## **RECITALS**

WHEREAS, it is foreseen that it may be in the public interest to provide for the expedient removal of storm debris within the corporate limits of the **County** plus recovery Technical Assistance to the appointed and elected officials resulting from a natural or manmade event; and

WHEREAS, the **County** has in the past suffered the full force and effects of major storms and the resulting destruction brought upon the **County** by such storms or manmade disasters; and

WHEREAS, the Public Health and Safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economical recovery of the **County** and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime storm debris contractors may be severely limited; and

WHEREAS, **Contractor** has the experience, equipment, manpower, permits and licenses to perform all storm related debris services; and

WHEREAS, the **County** and the **Contractor** have agreed to the Scope of Services, prices, terms and conditions as set out in this Contract; and

THEREFORE, in considerations acknowledged by both parties, said parties do agree to the following stipulations and conditions.

## **1.0 SERVICES**

### **1.1 Scope of Contracted Services:**

The **Contractor** shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all **eligible storm-generated debris (herein referred to as "debris")**, including hazardous and industrial waste materials and within the time specified in this Contract. Emergency push, debris removal and demolition of structures will be limited to: 1) that which is determined to eliminate immediate threats to life, public health, and safety; 2) that which has been determined to eliminate immediate threats of significant damage to improved public or private property; and 3) that which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by the **County**. Contracted services will only be performed when requested and as designated by the **County**.

The Contractor shall load and haul the debris from within the legal boundaries of the municipality to a site(s) specified by the **County** as set out in Section 4.8 of this Contract.

**1.2 Emergency Push / Road Clearance:**

The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the **County**. This operational aspect of the scope of contracted services shall be for the first 72 hours after an event and will be billed on a time and material basis. Once this task is accomplished, the following additional tasks will begin as required.

**1.3 Right-of-Way (ROW) Removal:**

The Contractor shall remove all debris from the ROW of the **County** when directed to do so by the **County**. The Contractor shall use reasonable care not to damage any **County** or private property not already damaged by the storm event. Should any property be damaged due solely to negligence on the part of the Contractor, the **County** may either bill the Contractor for the damages or withhold funds due to the Contractor in an amount not to exceed the dollar amount of compensatory damages that the landowner is able to prove.

**1.4 Right-of-Entry (ROE) Removal *(if implemented by the County)*:**

The Contractor will remove ROE debris from private property with due diligence, as directed by the **County**. The Contractor also agrees to make **reasonable** efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.). The Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made by the **County** to mark these utilities but the **County** does not warrant that all will be located before debris removal begins, nor does the Contractor warrant that utility damages will not occur as a result of properly conducting the contracted services.

**1.5 Demolition of Structures *(if implemented by the County)*:**

The Contractor will remove structures designated for removal by and at the direction of the **County**. The Contractor agrees to remove in a timely manner all structures as determined by the **County** as set out in Section 1.1 of this Contract.

**1.6 Private Property Waivers:**

The **County** will secure all necessary permissions, waivers and Right-of-Entry Agreements from property owners as prescribed by the Government for the removal of debris and/or demolition of structures from residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

**1.7 Disaster Recovery Technical Assistance:**

The Contractor will provide Disaster Recovery Technical Assistance to elected and appointed officials within the **County**. This service shall include Debris Program Management Assistance. This is the concept of complete recovery management support where the Contractor would assist a local government applicant on all aspects of the recovery process. Contractor personnel cannot assume the sovereign duties and functions of the **County** officials and therefore, these services shall be provided by the Contractor through a consulting firm acceptable to the **County** and in the form of guidance and consultation. If we have to hire a consulting firm, then we will pass through the charges to the **County**.

**2.0 PERFORMANCE OF SERVICES**

**2.1 Description of Service:**

The Contractor agrees to perform the contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the Contract documents or meeting the approval of the **County** may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the **County**.

**2.2 Cost of Services:**

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the **County**, including but not limited to that which is set out in Section 1.0, plus applicable permit and license fees and all maintenance costs required to maintain its vehicles and other equipment in a condition and manner adequate to accomplish and sustain all contracted services as set out in this Contract.

**2.3 Matters Related to Performance:**

**2.3.1 Subcontractor(s):**

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the **County**. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the **County**.

**2.3.2 Indemnification:**

The Contractor agrees to indemnify, hold harmless and defend the **County** from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees) rising out of any act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract, but excluding any damage, injury, or loss to person or property solely the result of the **County's** negligent, reckless, or willful acts or omissions or those of its employees, agents, or other contractors or subcontractors. In no event shall Contractor's



liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

**2.3.3 Insurance(s):**

The Contractor agrees to keep the following Insurance in full force and effect during the term of this Contract. The Contractor must also name the **County**, as additional insured, while working within the boundaries of the **County**.

**2.3.4 Worker's Compensation:**

- ◆ Coverage per **County** requirements.

**2.3.5 Automobile Liability:**

- ◆ Coverage per **County** requirements.

**2.3.6 Comprehensive General Liability:**

- ◆ Coverage per **County** requirements.

**2.3.7 Insurance Cancellation / Renewal:**

The Contractor will notify the **County** at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the **County** at least ten (10) days following coverage renewals or changes.

### **3.0 STANDARDS OF PERFORMANCE**

**3.1 Contractor Representative:**

The Contractor shall have a knowledgeable and responsible Contractor Representative Report to the **County's** designated Contract Representative within 24 hours following the activation of this contract. The Contractor Representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

**3.2 Mobilization:**

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Representative, he/she will make all necessary arrangements to mobilize a minimum of 50% of the required resources within 48 hours and 100% of the required resources within 96 hours to commence and conduct these contracted services.

**3.3 Payment and Performance Bonds:** Contractor shall provide payment and performance bonds 7 – 10 days following activation of contract.

**3.4 Time to Complete:**

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract within (number of days will be determined once extent of damage has been determined) working days and in accordance with Section 5.8 of this Contract.

### **3.5 Completion of Work:**

The Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

#### **3.5.1 Extensions (optional):**

In as much as this is a "time is of the essence" based Contract, the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the **County**, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the **County** and the Contractor for reasons of additional time, additional services and/or additional areas of work.

### **3.6 Term of Contract:**

The term of the Contract shall be for a period of thirty-six (36) months beginning on the date of acceptance by and signatures of the **County** and Contractor, whichever comes later.

### **3.7 Contract Renewal:**

This Contract may be renewed for no more than two additional one (1) year periods after a written concurrence of both parties on any negotiated changes to the terms and specifications contained in this Contract. Section 7.0 of this Contract may be reviewed and amended on an annual basis, at which time amended unit costs may be submitted by the Contractor to the **County** to reflect the current disaster recovery market value of all contracted services in this Contract. Such amendments shall become part of this Contract after both parties sign any such written amendment(s) as required by Section 8.3 of this Contract.

### **3.8 Contract Termination:**

This Contract shall terminate upon (six) 6 months written notice from either party and delivered to the other party, as set out in Section 8.1 of this Contract.

## **4.0 GENERAL RESPONSIBILITIES**

### **4.1 Other Agreements:**

The **County** may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements. The **County** shall provide Contractor with copies of any such federal or state agreements within 7 days of the execution thereof.

### **4.2 County Obligations:**

The **County** shall furnish all information and documents necessary for the commencement of contracted services, including but not limited to a valid written Notice To Proceed. A representative will be designated by the **County** to be the primary point of contact for inspecting the work and answering any on site questions prior to and after activation of this Contract via a written Notice To Proceed. The **County** is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available debris services. The Contractor may assist the **County** with the development of debris-based PSA(s), if requested.

**4.3 4.3 Conduct of Work:**

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanlike manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of a **County** Representative. The Contractor shall have and require strict compliance with a written Code of Ethics. The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the **County's** Authorized Representative shall be as binding as if given to the Contractor.

**4.4 Damages:**

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any property damages solely caused or the result of the negligence of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract. However, in no event shall the Contractor's liability hereunder exceed the dollar amount paid or to be paid to Contractor for its services under this Contract.

**4.5 Other Contractor(s):**

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

**4.6 Ownership of Debris (optional):**

All debris, including regulated hazardous waste, shall become the property of the Contractor for removal and lawful disposal. The debris will consist of, but not limited to vegetative, construction and demolition, white goods and household solid waste.

**4.7 Disposal of Debris:**

Unless otherwise directed by the **County**, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal site(s) shall be determined by the **County** and Contractor. Other sites may be utilized as directed and/or approved by the **County**.

**4.8 Federal-Aid Requirements:**

The Contract provisions of the Federal Highway Administration's Form **FHWA-1273 (Appendix C)**, titled *"Required Contract Provisions -- Federal-Aid Construction Contracts"* and **FEMA FACT SHEET 9580.214**, *"Debris Removal on Federal-Aid Highways"*, shall apply to all work performed by the Contractor or any of its Subcontractors.

## **5.0 GENERAL TERMS AND CONDITIONS**

### **5.1 Geographic Assignment:**

The geographic boundary for work by the Contractor's crews shall be as directed by the **County** and will be limited to properties located within the **County** legal boundaries.

### **5.2 Multiple, Scheduled Passes (optional):**

The Contractor shall make scheduled passes at the direction of the **County** and/or unscheduled passes of each area impacted by the storm event. The **County** shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the **County**.

### **5.3 Operation of Equipment:**

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the **County**. Should operation of equipment be required outside of the public ROW, the **County** will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

### **5.4 Certification of Load Carrying Capacity:**

The Contractor shall submit to the **County** a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in **cubic yards**, of the load bed of each piece of equipment to be utilized to haul debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the **County** and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified report(s) submitted to the **County**.

### **5.5 Vehicle Information:**

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole **cubic yard (CY)**. (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate, and sideboards will be limited to those that protect the load area of the trailer.

### **5.6 Security of Debris During Hauling:**

The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport. As required,

the Contractor will survey the primary routes used by the Contractor and recover fallen or blown debris from the roadway(s).

**5.7 Traffic Control:**

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s).

**5.8 Work Days/Hours:**

The Contractor may conduct debris removal operations from sunup to sundown, seven days per week. Any mechanical, debris reduction operations or burning operations may be conducted 24 hours a day, seven days per week. Adjustments to work days and/or work hours shall be as directed by the County following consultation and notification to the Contractor.

**5.9 Hazardous and Industrial Wastes:**

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with the Contractor's Hazardous and Industrial Materials Cleanup and Disposal Plan. The Contractor will build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. The Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if/when directed by the County.

**5.10 Stumps:**

All hazardous/eligible stumps identified by the County will be pulled, loaded, transported, stored, reduced and disposed in accordance with the standards of this Contract. All stumps will be documented, invoiced and paid in accordance with Stump Conversion Table – Diameter to Volume Capacity.

**5.11 Utilizing Local Resources:**

The Contractor shall, to the extent possible, give priority to utilizing resources within the County. Debris Contract local preferences will include, but not limited to, procurement of services, supplies and equipment, plus awarding service subcontracts and employment to the local work force.

**5.12 Work Safety:**

The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the County and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

**5.13 Inspection and Testing:**

All debris shall be subject to adequate inspection by the **County** or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The **County** will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

**5.14 Other Agencies:**

The term "Government" as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

**6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION**

**6.1 Accountable Debris Load Forms:**

The **County** shall accept the serialized copy of the Contractor's debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal site(s). The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station(s). These tickets shall be used as the basis of any electronic generated billing and/or report(s).

**6.2 Reports:**

The Contractor shall submit periodic, written reports to the **County** as requested or required, detailing the progress of debris removal and disposal. These reports may include, but not limited to:

**6.2.1 Daily Reports:**

The daily reports may detail the location where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed and the total number of personnel crews engaged in debris management operations and the number of grinders, chippers and mulching machines in operation. The Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations.

**6.2.2 Weekly Summaries:**

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by the **County**.

**6.2.3 Report(s) Delivery:**

The scheduling, point of delivery and receiving personnel for the debris operations report(s) will be directed by the **County** in consultation with the Contractor.

**6.2.4 Final Project Closeout:**

Upon final inspection and/or closeout of the project by the **County**, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the **County**. If requested, any other additional information as may be necessary to adequately document the conduct of the debris management operations for the **County** and/or Government.

**6.3 Additional Supporting Documentation:**

The Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements as may reasonably be required by the **County** and/or Government to support requests for debris project reimbursement from external funding sources.

**6.4 Report Maintenance:**

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

**6.5 Contract File Maintenance:**

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of five (5) years or the period of standard record retention of the **County**, whichever is longer.

**7.0 UNIT PRICES and PAYMENTS**

**7.1 See enclosed RFP Exhibit "B" Contractors Price Proposal**

**7.2 Billing Cycle:**

The Contractor shall invoice the **County** on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.

**7.3 Payment Responsibility:**

The **County** agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 30 business days of the receipt thereof. The **County** will advise the Contractor within five (5) working days of receiving any debris service invoice that requires additional information for approval to process for payment.

**7.4 Ineligible Work:**

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the **County** and/or Government as ineligible debris.

**7.4.1 Eligibility Inspections:**

The Contractor and **County** will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris, as set out in Section 1.1 of this Contract.

**7.4.2 Eligibility Determinations:**

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load and the Contractor will not invoice the **County** for such loads.

**7.5 Unit Price/Service Negotiations:**

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Section 7 of this Contract. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiation(s) between the **County** and the Contractor and subject to the review of the Government and must comply with Section 8.3 of this Contract.

**7.6 Specialized Services:**

The Contractor may invoice the **County** for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed if/when directed by the **County**. The rate for specialized mobilization and demobilization shall be fair and reasonable as determined by the **County**.

**8.0 MISCELLANEOUS**

**8.1 Notice:**

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by certified or registered mail and addressed as follows:

**Contractor:** CrowderGulf, LLC  
5435 Business Parkway  
Theodore, AL 36582  
800-992-6207  
jramsay@crowdergulf.com

**Taylor County:**

Address Clerk of Court, 1<sup>st</sup> Floor Courthouse  
108 North Jefferson Street, Suite 102  
Perry, FL 32348  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

**8.2 Applicable Law:**

The laws of the **State of Florida** shall govern this Contract. Any and all legal action necessary to enforce the Contract will be held in Taylor County, Florida, and the Contract shall be interpreted by the laws of Florida.



**8.3 Entire Contract/Amendments:**

This Contract (including any schedules or exhibits attached hereto) constitutes the entire Contract and understanding between the parties with respect to the matters contained herein. This Contract supersedes any prior contracts, negotiations, proposals, agreements and/or understandings, whether verbal or written, relating to the subject matter hereof. This Contract may be modified, amended or extended only by a written instrument executed by both parties.

**8.4 Waiver:**

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

**8.5 Severability:**

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken and the remainder of this Contract will remain in full force and effect.

IN WITNESS WHEREOF, the Contractor has caused this Contract to be signed in its corporate name by its authorized representative and the **County** has caused this Contract to be signed in its legal name by persons authorized to execute said Contract as of the day and year first written above on page one.

**CrowderGulf Joint Venture, Inc.**

\_\_\_\_\_  
**Taylor County, FL**

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

  
John Ramsay

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

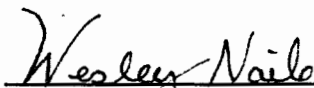
Name: \_\_\_\_\_

Title: **President** \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

  
Wesley Nail

\_\_\_\_\_  
Name

## EXHIBIT "B"

### CONTRACTOR'S PRICE PROPOSAL

Date 12/14/12

Proposal of CrowderGulf Joint Venture, Inc.  
(hereinafter called "Contractor"), authorized to do business under the laws of Florida proposes to the County of Taylor, Florida, (hereinafter called "County").

The Contractor, in compliance with your invitation for proposals for:

#### TAYLOR COUNTY DEBRIS REMOVAL SERVICES

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

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

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

Contractor acknowledges receipt of the following addenda:

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

	ITEM DESCRIPTION	UNIT PRICE	
1	REMOVAL AND HAULING OF VEGETATIVE DEBRIS FROM ROW TO DMS, including limbs and trees placed on ROW under pay items 10 and 11 below.	0-15.9 miles	\$ <u>6.80</u> /cy
		16.0-30.9 miles	\$ <u>7.40</u> /cy
		31-60 miles	\$ <u>8.00</u> /cy
2	DMS SITE MANAGEMENT, Management of disaster related debris delivered to the DMS by the Contractor or County.	\$ <u>0.90</u> /cy	
3	GRINDING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Grinding of disaster related debris delivered to the DMS by Contractor or County	\$ <u>2.70</u> /cy	
4	AIR CURTAIN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	\$ <u>1.90</u> /cy	
5	OPEN BURNING OF VEGETATIVE DEBRIS AT A DMS PROVIDED BY THE COUNTY. Burning of disaster related debris delivered to the DMS by Contractor or County.	\$ <u>1.20</u> /cy	
6	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay all tipping fees directly.	0-15.9 miles	\$ <u>2.50</u> /cy
		16.0-30.9 miles	\$ <u>3.50</u> /cy
		31-60 miles	\$ <u>5.50</u> /cy
7	LOADING, HAULING, AND DISPOSAL OF VEGETATIVE DEBRIS REDUCED BY BURNING FROM DMS TO APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay tipping fees directly.	0-15.9 miles	\$ <u>3.00</u> /cy
		16.0-30.9 miles	\$ <u>4.00</u> /cy
		31-60 miles	\$ <u>6.00</u> /cy

8	REMOVAL AND HAULING OF C&D DEBRIS FROM ROW TO DMS	0-15.9 miles	\$ <u>6.80</u> /cy
		16.0-30.9 miles	\$ <u>7.40</u> /cy
		31-60 miles	\$ <u>8.00</u> /cy
9	REDUCTION OF C&D DEBRIS BY GRINDING		\$ <u>2.70</u> /cy
10	LOADING, HAULING, AND DISPOSAL OF C&D DEBRIS REDUCED BY GRINDING FROM DMS TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, County to pay all tipping fees directly.	0-15.9 miles	\$ <u>3.00</u> /cy
		16.0-30.9 miles	\$ <u>4.00</u> /cy
		31-60 miles	\$ <u>6.00</u> /cy
11	REMOVAL OF C&D DEBRIS AND HAULING DIRECTLY TO AN APPROVED LANDFILL AS DIRECTED BY THE COUNTY, with County paying all tipping fees directly.(NON DMS OPTION)	0-15.9 miles	\$ <u>7.25</u> /cy
		16.0-30.9 miles	\$ <u>8.25</u> /cy
		31-60 miles	\$ <u>9.00</u> /cy
12	REMOVAL OF HAZARDOUS LIMBS. The Contractor shall remove all hazardous hanging limbs over 2" in diameter at the break point and place them on public property or ROW.		\$ <u>70.00</u> /tree
13	REMOVAL OF HAZARDOUS TREES. The Contractor shall remove hazardous trees in the size categories listed (measured 54" above ground) and place them on public property or ROW. 6 inches to 11.99 inches diameter 12 inches to 23.99 inches diameter 24 inches to 35.99 inches diameter 36 inches to 47.99 inches diameter Greater than 48 inches diameter	\$ <u>30.00</u> /tree \$ <u>100.00</u> /tree \$ <u>150.00</u> /tree \$ <u>200.00</u> /tree \$ <u>250.00</u> /tree	
14	REMOVAL OF HAZARDOUS STUMPS. Contractor shall remove hazardous stumps greater than 24 inches in diameter measured 24 inches above the ground. Contactor shall backfill holes and ruts left by excavation of the stump. 24 inches to 35.99 inches diameter 36 inches to 47.99 inches diameter	\$ <u>225.00</u> /stump \$ <u>300.00</u> /stump	

	Greater than 48 inches diameter	\$ <u>400.00</u> /stump
15	REMOVAL, HAULING, AND DISPOSAL OF WHITE GOODS. The Contractor shall remove, decontaminate, transport and recycle or dispose approved white goods (appliances) in accordance with all federal, state, and local rules, regulations, and laws.	\$ <u>50.00</u> /unit
16	REMOVAL, HAULING, AND DISPOSAL OF ELECTRONICS WASTE. The Contractor shall remove, haul, and dispose electronics waste in accordance with all applicable rules, regulations, and laws. The e-waste will be loaded, transported, and disposed at a facility approved to accept such items.	\$ <u>60.00</u> /unit
17	REMOVAL, HAULING, AND DISPOSAL OF CONCRETE. The Contractor shall load, haul, and dispose of concrete material separated by the property county.	\$ <u>12.00</u> /cy
18	REMOVAL, HAULING, OF HOUSEHOLD HAZARDOUS WASTES (HHW). The Contractor shall collect and transport household hazardous wastes to a central collection site identified by the County.	\$ <u>5.00</u> /lb.
19	REMOVAL, HAULING, AND DISPOSAL OF LAWNMOWERS AND EQUIPMENT WITH SMALL ENGINES. The Contractor shall load, haul, and dispose of lawnmowers and other equipment with small engines. County is responsible for final disposal costs.	\$ <u>30.00</u> /each
20	REMOVAL, HAULING, AND DISPOSAL OF ABANDONED TIRES. The Contractor shall segregate, load, and haul abandoned tires to a collection site identified by County. [Tipping fees to be paid by County].	\$ <u>7.00</u> /each

21	REMOVAL, HAULING, AND DISPOSAL OF DEAD ANIMAL CARCASSES. The Contractor shall collect and transport dead animal carcasses to a central collection site identified by the County. [Tipping fees to be paid by County]	\$ <u>0.50</u> /lb.
22	REMOVAL AND HAULING OF STORM DEPOSITED SOILS TO DMS. The contractor shall haul storm deposited soils to a DMS designated by the County. Final disposition of the soils shall be the responsibility of the County.	\$ <u>12.00</u> /cy
23	CANAL/WATERWAY DEBRIS REMOVAL. The Contractor shall remove storm generated debris from drainage canals, creeks, and ditches. No hauling to DMS or landfill will occur under this line item.	
	1 foot to 10 feet (average width)	\$ <u>3.00</u> /per linear foot
	10.1 feet to 20 feet(average width)	\$ <u>5.00</u> /per linear foot
	20.1 feet to 35 feet(average width)	\$ <u>7.00</u> /per linear foot
	Greater than 35 feet(average width)	\$ <u>9.00</u> /per linear foot

**CONTRACTOR'S PRICE PROPOSAL – PART II**  
**EQUIPMENT AND LABOR RATES**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>HOURLY PRICE</b>
1.	JD 544 Wheel Loader with debris grapple	\$ 100.00
2.	JD 644 Wheel Loader with debris grapple	\$ 110.00
3.	Extendaboom Forklift with debris grapple	\$ 65.00
4.	753 Bobcat Skid Steer Loader with debris grapple	\$ 60.00
5.	753 Bobcat Skid Steer Loader with bucket	\$ 50.00
6.	753 Bobcat Skid Steer Loader with street sweeper	\$ 60.00
7.	30-50 H Farm Tractor with box blade or rake	\$ 45.00
8.	2 – 2 ½ cu. yd. Articulated Loader with bucket	\$ 90.00
9.	3 – 4 cu. yd. Articulated Loader with bucket	\$ 100.00
10.	JD 648E Log Skidder or equivalent	\$ 75.00
11.	CAT D4 Dozer	\$ 60.00
12.	CAT D5 Dozer	\$ 75.00
13.	CAT D6 Dozer	\$ 90.00
14.	CAT D7 Dozer	\$ 110.00
15.	CAT D8 Dozer	\$ 125.00
16.	CAT 125 – 140 HP Motor Grader	\$ 90.00
17.	JD 690 Trackhoe with debris grapple	\$ 100.00
18.	JD 690 Trackhoe with bucket and thumb	\$ 100.00
19.	Rubber Tired Excavator with debris grapple	\$ 105.00
20.	JD 310 Rubber Tired Backhoe with bucket and hoe	\$ 60.00
21.	210 Prentiss Knuckleboom with debris grapple	\$ 90.00
22.	CAT 623 Self-Loader Scraper	\$ 150.00
23.	Hand-Fed Debris Chipper	\$ 35.00
24.	30 Ton Crane	\$ 150.00
25.	50 Ton Crane	\$ 170.00
26.	100 Ton Crane (8 hour minimum)	\$ 250.00
27.	40 – 60' Bucket Truck	\$ 90.00
28.	Greater than 60' Bucket Truck	\$ 120.00
29.	Fuel/ Service Truck	\$ 50.00
30.	Water Truck	\$ 60.00
31.	Portable Light Plant	\$ 14.00
32.	Lowboy Trailer with Tractor	\$ 90.00
33.	Flatbed Truck	\$ 40.00
34.	Pick-up Truck (unmanned)	\$ 14.00
35.	Self-Loading Dump Truck with debris grapple	\$ 125.00
36.	Single Axel Dump Truck, 5 – 12 cu. yd.	\$ 45.00
37.	Tandem Axle Dump Truck, 16 – 20 cu. yd.	\$ 60.00
38.	Tandem Axle Dump Truck, 21 – 30 cu. yd.	\$ 70.00
39.	Tandem Axle Dump Truck, 31 – 50 cu. yd.	\$ 85.00
40.	Tandem Axle Dump Truck, 51 – 80 cu. yd.	\$ 100.00
41.	Chainsaw (without operator)	\$ 4.00

42. Temporary Office Trailer	\$ 15.00
43. Mobile Command and Communications Trailer	\$ 50.00
44. Laborer, with small hand tools	\$ 28.00
45. Skilled Sawman	\$ 32.00
46. Crew Foreman with cell phone	\$ 45.00
47. Tree Climber	\$ 90.00

All equipment rates include the cost of the operator, fuel, and maintenance.

All labor rates include the cost of personal protective equipment, including but not limited to: hardhat, traffic safety vest, steel-toed shoes, gloves, leggings and protective eyewear.

#### **ADDITIONAL SERVICES PROVIDED AT NO COST:**

- A. Training and Assistance: Annual sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. Preliminary Damage Assessment: Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization: All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor. Said activity to include mobilization after notice to proceed, response time to first push, hours to full operations, staging.
- D. Mobile Command Unit: The Contractor shall provide use of the mobile command unit for County's debris recovery management personnel to serve as a field, operations command center.
- E. Temporary Storage of Documents: The Contractor shall provide storage of daily disaster-related documents and reports for protection during the disaster event.
- F. Debris Planning Efforts: The Contractor shall assist in disaster debris recovery planning efforts as requested by the County. These planning efforts shall include, but are not limited to, identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event.
- G. Reporting and Documentation: The Contractor shall provide and submit to the Monitor and the County, all reports and documents as may be necessary to adequately document its performance of this Contract, to include all requirements for documentation requested by FEMA and/or State government for reimbursement of costs. In providing the above data, Contractor has taken into account all contingencies foreseeable by one with the expertise and knowledge in disaster debris removal, including, but not limited to, the Right-of-Entry process for debris removal from private property and the related regulatory agencies' requirements.



**No amount of work is guaranteed under this contract.**

Multiple Contracts may be awarded for work on this project. The amount due to Contractor will be based on the actual cubic yards of debris and established units of other material removed, multiplied by the Contractor's unit price per each unit. The actual amount may be more or less than the total project cost estimate, based on the actual quantity of debris removed. All payments made to the Contractor shall be subject to a 5% retainage which will be retained for a minimum of sixty (60) days after completion of all contract work to insure against late completion of the project and/or undiscovered damage to public or private property.

Contractor understands that the County reserves the right to reject any or all proposals. Upon receipt of written notice of the acceptance of proposal, Contractor shall execute the final contract within twenty-four (24) hours.

The foregoing prices shall include all labor, materials, equipment, removal, overhead, profit, freight, insurance, etc., to cover the finished work specified in this proposal.

Respondent understands that the County reserves the right to reject any or all offers and to waive informalities in the proposal. The bidder agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals. The undersigned affirms they are duly authorized to represent this firm, that this proposal has not been prepared in collusion with any other firm, and that the contents contained herein have not been communicated to any other firm prior to the official opening.

Respectfully submitted:

Business Name: CrowderGulf Joint Venture, Inc.

Address (City, State, Zip Code): 5435 Business Parkway, Theodore, AL 36582

Office Phone, Fax Number, and Email: (800) 992-6207, (251) 459-7433 - Fax, jramsay@crowdergulf.com

Business Representative Name and Title: John Ramsay, President

Signature of Representative: \_\_\_\_\_

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.



d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.



## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\*\*\*\*\*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\*\*\*\*\*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



## 2013 Contact Information

DISASTER ADMINISTRATION OFFICE (DAO)  
5435 BUSINESS PARKWAY  
THEODORE, ALABAMA 36582  
24 Hours / 7 Days a Week  
800-992-6207 Phone  
251-459-7433 Fax

**In the event of activation please contact the Disaster  
Administration Office (DAO) first 800-992-6207**

Official Notices should be sent to  
DAO address, DAO fax or [jramsay@crowdergulf.com](mailto:jramsay@crowdergulf.com)

John Ramsay  
President - Director  
251-402-3677 Cell  
[jramsay@crowdergulf.com](mailto:jramsay@crowdergulf.com)

Ashley Ramsay-Naile  
Vice President  
646-872-1548 Cell  
[aramsay@crowdergulf.com](mailto:aramsay@crowdergulf.com)

Buddy Young  
Assistant Director  
940-597-4252 Cell  
[byoung@crowdergulf.com](mailto:byoung@crowdergulf.com)

Margaret R. Wright, Ph. D.  
Senior Manager  
251-604-6346 Cell  
[mwright@crowdergulf.com](mailto:mwright@crowdergulf.com)

John Campbell  
Regional Director  
859-963-8672 Cell  
[jcampbell@crowdergulf.com](mailto:jcampbell@crowdergulf.com)

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YY)  
12/14/2012**PRODUCER**

Point Clear Insurance Services LLC  
368 COMMERCIAL PARK DRIVE  
FAIRHOPE, AL 36532-1910

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.

**COMPANIES AFFORDING COVERAGE****COMPANY**

A

THE GRAY INSURANCE COMPANY

**COMPANY**

B

**COMPANY**

C

**COMPANY**

D

**INSURED**

CrowderGulf Joint Venture  
5435 Business Parkway  
Theodore, AL 36582-1675

**COVERAGES**

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>	XSGL-073372	9/1/2011	9/1/2014	<b>GENERAL AGGREGATE</b> Unlimited
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$3,000,000.00
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY \$1,000,000.00
					EACH OCCURRENCE \$1,000,000.00
					FIRE DAMAGE (Any one fire) \$50,000.00
A	<b>AUTOMOBILE LIABILITY</b>	XSAL-074069	9/1/2011	9/1/2014	MED EXP (Any one person) \$5,000.00
	<input checked="" type="checkbox"/> ANY AUTO				COMBINED SINGLE LIMIT \$1,000,000.00
	<input checked="" type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per person)
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)
	<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE
	<b>GARAGE LIABILITY</b>				AUTO ONLY - EA ACCIDENT
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY
					EACH ACCIDENT
					AGGREGATE
A	<b>EXCESS LIABILITY</b>	GXS-042755	9/1/2012	9/1/2013	EACH OCCURRENCE \$4,000,000.00
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$4,000,000.00
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM				
A	<b>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</b>	XSWC-070693	9/1/2011	9/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT \$1,000,000.00
					EL DISEASE - POLICY LIMIT \$1,000,000.00
					EL DISEASE - EA EMPLOYEE \$1,000,000.00
	OTHER				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.

RE: Disaster Debris Management Services

**CERTIFICATE HOLDER**

Taylor County  
Board of County Commissioners  
Clerk of the Court, 1st Floor Courthouse  
108 North Jefferson Street  
Suite 102  
Perry, FL 32348

**CANCELLATION**

In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.

**AUTHORIZED REPRESENTATIVE**


GCF 00 50 01 01 12

THE GRAY INSURANCE COMPANY

**THE GRAY INSURANCE COMPANY**

**The below coverages apply if the corresponding policy number is indicated on the previous page.**

**A. Commercial General Liability**

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

**B. Automobile Liability Policy Includes:**

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

**C. Workers Compensation Policy Includes:**

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

**D. Excess Liability Policy Includes:**

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



**THE BOARD TO REVIEW AND CONSIDER APPROVAL OF FLORIDA  
DEPARTMENT OF TRANSPORTATION TOWER USE  
AGREEMENT, AS AGENDAED BY THE EMERGENCY  
MANAGEMENT DIRECTOR**

**MEETING DATE REQUESTED:**

**MARCH 4, 2013**

**Statement of Issue: THE BOARD TO APPROVE TOWER USE AGREEMENT**

**Recommended Action: APPROVE**

**Fiscal Impact: N/A**

**Budgeted Expense: N/A**

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

**Contact: 838-3500x7**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues: FDOT HAS ASKED FOR PERMISSION TO PLACE  
EQUIPMENT ON THE COUNTY TOWER LOCATED AT THE COUNTY PUBLIC WORKS  
COMPLEX. THE EQUIPMENT WOULD PROVIDE A COMMUNICATION LINK TO FDOT  
IN THE EOC.**

**Options: APPROVE/NOT APPROVE**

**Attachments: CORRESPONDENCE  
TOWER USE AGREEMENT**

**TOWER USE AGREEMENT**

<b>OWNER</b>	Taylor County Board of County Commissioners 201 East Green Street Perry, Florida 32347
<b>USER AGENCY</b>	State of Florida Department of Transportation 605 Suwannee Street Tallahassee, FL 32399-0450
<b>TOWER SITE</b>	Taylor County Jail (ASR 1214681) Lat: 30-06-38.8N (NAD83) 587 East Highway 27 Lon: 83-34-26.5W Perry, FL 32348

WHEREAS, User Agency desires to use a portion of said Tower Site for its communications system antenna(s) to facilitate signal propagation for the purpose of enhancing User Agency activities through radio communications; and

WHEREAS, Owner desires to allow User Agency to use a portion of said Tower Site within the limitations and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the execution of this **Tower Use Agreement**, it is mutually agreed between the parties hereto as follows:

#### 1. Use of Premises

Owner hereby gives permission, revocable and terminable as hereinafter provided, to the User Agency to enter the Tower Site premises for the purpose of using it for the improvements to its communications system equipment and operations (hereinafter referred to as the "Improvements"). Said Improvements shall be located so as to not interfere with any of the Owner's operations.

#### 2. Fees

Unless otherwise specified herein, there will be no fee for use of this Tower Site unless an additional fee or cost directly attributable to the User Agency is imposed on the Owner as a result of this Agreement. In the event that such a fee or cost is levied, the User Agency agrees to and will be required to be responsible for all such fees.

#### 3. Terms

The initial term of this Agreement shall be for ten (10) years. The User Agency may request to renew this Agreement every ten (10) years. Renewal shall be in the form of a letter from the User Agency to the Owner requesting the renewal of this Agreement and a response from the Owner to the User Agency approving the renewal request. Renewal of this Agreement is the responsibility of the User Agency and not the responsibility of the Owner. In the event that the User Agency fails to obtain a renewal concurrence from the Owner, the User Agency will be allowed sixty (60) days to remove all antenna(s), mounting hardware, transmission line(s), and equipment from Tower Site premises. Tower site shall be made clean and undamaged from the removal process.

#### 4. Access

The Owner shall provide the User Agency access to the Tower Site at all times for the uses authorized herein.

#### 5. Maintenance

The costs of any maintenance and operation of Improvements shall be at the sole expense of the User Agency.

#### 6. Indemnification

To the extent provided by law, subject to the limitations and provisions of Section 768.28, Florida Statutes, which provisions are not expanded, altered, or waived, the User Agency shall indemnify, defend and hold harmless the Owner and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the User Agency, its agents or employees during the performance of the Agreement except that neither the User Agency, its agents or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the County or any of its officers, agents or employees during the performance of the Agreement.

When the Owner receives a notice of claim for damages that may have been caused by the User Agency in the performance of services required under this Agreement, the Owner will immediately forward the claim to the User Agency. The User Agency and the Owner will evaluate the claim and report their findings to each other within 14 working days and will jointly discuss options in defending the claim. After reviewing the claim, the Owner will determine whether to require the participation of the User Agency in the defense of the claim or to require that the User Agency defend the Owner in such claim as described in this section. The Owner's failure to promptly notify the User Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by the User Agency. The Owner and the User Agency will each pay its own expenses for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

#### 7. Insurance

User Agency is solely responsible for self insurance and shall be considered so by the Owner.

#### 8. Interference

In the event the Owner determines that the operation of the Improvements by the User Agency caused interference to transmission and/or reception of any other communications systems in use in the vicinity of the Tower Site, the User Agency shall take all appropriate steps necessary to mitigate said interference within thirty (30) days of receiving written notice.

#### 9. Permits

User Agency is responsible for obtaining and paying the costs of all permits, licenses, and/or other approvals by any regulatory body having jurisdiction over the uses authorized herein.

#### 10. Compliance

Should the User Agency fail or neglect to comply with any terms or conditions of this Agreement or to comply with any reasonable requirement of the Owner after thirty (30) days written notice and demand, this Agreement shall be subject to termination. In the event of such termination, User Agency shall immediately remove any and all of its Improvements from the Tower Site described herein and surrender all rights and privileges under this Agreement.

#### 11. Limitations

The section headings of this Agreement are for convenience and reference only and in no way define, extend, limit, or describe the scope or intent of this Agreement or any provision hereof.

This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

#### 12. Structural Analysis

User Agency agrees to provide Owner with a structural analysis that indicates that the additional proposed User Agency antenna(s), mounting hardware and transmission line(s) will not exceed the tower lading standards as defined by the most current revision of the Telecommunications Industries Association (TIA)/Electronics Industries Association (EIA) 222 wind loading standard and/or the American Society of Civil Engineers (ASCE) -7 wind loading standard and/or the South Florida Building Code as required by State and/or local requirements using the most stringent and latest revision(s). The structural analysis must be provided as required, reviewed, and approved by the FDOT's Intelligent Transportation Systems Telecommunications Administrator prior to technical approval of this Agreement.

#### 13. Intermodulation Analysis

User Agency agrees to provide the Owner with an Intermodulation (Intermod) analysis of all the existing and proposed receiver and transmitter operating frequencies. This analysis must provide 9th Order calculations using all transmit frequencies and include all receive frequencies and their adjacent channel frequencies. The County will require interference analyses for any Intermod frequency deemed to produce interference. The interference analysis must produce a signal strength component based on path loss, antenna performance characteristics and spacial separation, frequency separation, and receiver and ancillary filter isolation curves. The Intermod analysis and subsequent interference analyses must be provided as required, reviewed and approved by the FDOT's Intelligent Transportation Systems Telecommunications Administrator prior to the technical approval of this Agreement.

#### 14. Chapter 471, Florida Statutes

User Agency agrees that all submittals required herein will be signed and sealed by a qualified Florida registered Professional Engineer (P.E.) in accordance with Chapter 471, Florida Statutes.

#### 15. Standards Requirements

User Agency agrees to install all equipment in accordance with but not limited to Electronics Industries Association (EIA), the Institute of Electrical and Electronic Engineers (IEEE) and National Electrical Code (NEC) standards.

#### 16. Surge and Transient Protection Requirements

User Agency agrees to provide, at User Agency's expense, any and all surge and transient protection devices, including but not limited to transmission line through-line protectors, power line primary and secondary protectors, and telephone line protectors.

#### 17. Required Submittals

User Agency agrees to submit a complete plan of the proposed additional equipment as required by the County. The required submittals will be based on site specific needs and transmitted to the User Agency in response to a technically complete initial request to use a specific site. Submittals may include but not be limited to structural analysis (paragraph 12), Intermodulation analysis (paragraph 13), equipment building floor space use plan, power requirements, lightning protection, and equipment maintenance requirements.

#### 18. Unforeseen Problems

User Agency agrees that, if any unforeseen problems such as but not limited to structural overloading or overstress to the tower site tower, or interference to any Owner or preexisting User Agency equipment, or any environmental problems were to occur, the User Agency will either correct, at the expense of the User Agency, any and all problems to the Owner's satisfaction within 60 days or within an alternate time limit determined by the Owner.

#### 19. Cost Responsibility

User Agency agrees to, unless stipulated otherwise herein, to be responsible for all costs for, but not limited to, equipment installation, equipment removal, utilities installation, power usage and telephone circuit usage such that the Owner will be left harmless and exempt of said responsibilities.

#### 20. Suspension of Operations

User Agency agrees to suspend all operations and remove all antenna(s), mounting hardware, transmission line(s), and other equipment from said Tower Site within sixty (60) days upon receipt of written notice to vacate said Tower Site. If the request to vacate is determined an emergency by the Owner, the User Agency agrees to immediately cease and desist as specified in the emergency request.

#### 21. Regulatory Requirements

User Agency agrees to comply with all federal, state, and local regulations, laws, and ordinances applicable to this Agreement. User Agency further agrees to operate, maintain, and control all User Agency equipment in accordance with and not in violation of any Federal Communications Commission (FCC), Federal Aviation Administration (FAA), or any other empowered regulating body rules or laws.

#### 22. Attachments

Please check an appropriate box:

☐ None

☒ Yes (List attached to Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of

\_\_\_\_\_ , \_\_\_\_\_

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

\_\_\_\_\_  
**Name of User Agency**

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

Printed Name:

\_\_\_\_\_  
**Title**

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

\_\_\_\_\_  
**Title**

Attest: \_\_\_\_\_ (SEAL)

---

---

**FOR COUNTY USE ONLY**

TECHNICAL APPROVAL:

LEGAL REVIEW:

\_\_\_\_\_

\_\_\_\_\_

# **ATTACHMENTS**

1. Taylor County Jail Tower Site Antenna Loading Diagram
2. Taylor County Jail Tower Site Wall Entry Port Diagram – Exterior View
3. Taylor County Jail Tower Site Building Floor Plan
4. Taylor County Jail Tower Site FDOT Equipment Rack Detail

NOTE: Structural Analysis and Intermodulation Study are not applicable to this agreement.

SITE SURVEY DATE: 11/28/2011

LATITUDE: 30° 06' 38.8" N, LONGITUDE: 83° 34' 26.5" W (NAD83)

SITE ELEVATION: 44.9'

TOWER TYPE: GUYED TOWER

STRUCTURE HEIGHT: 198'

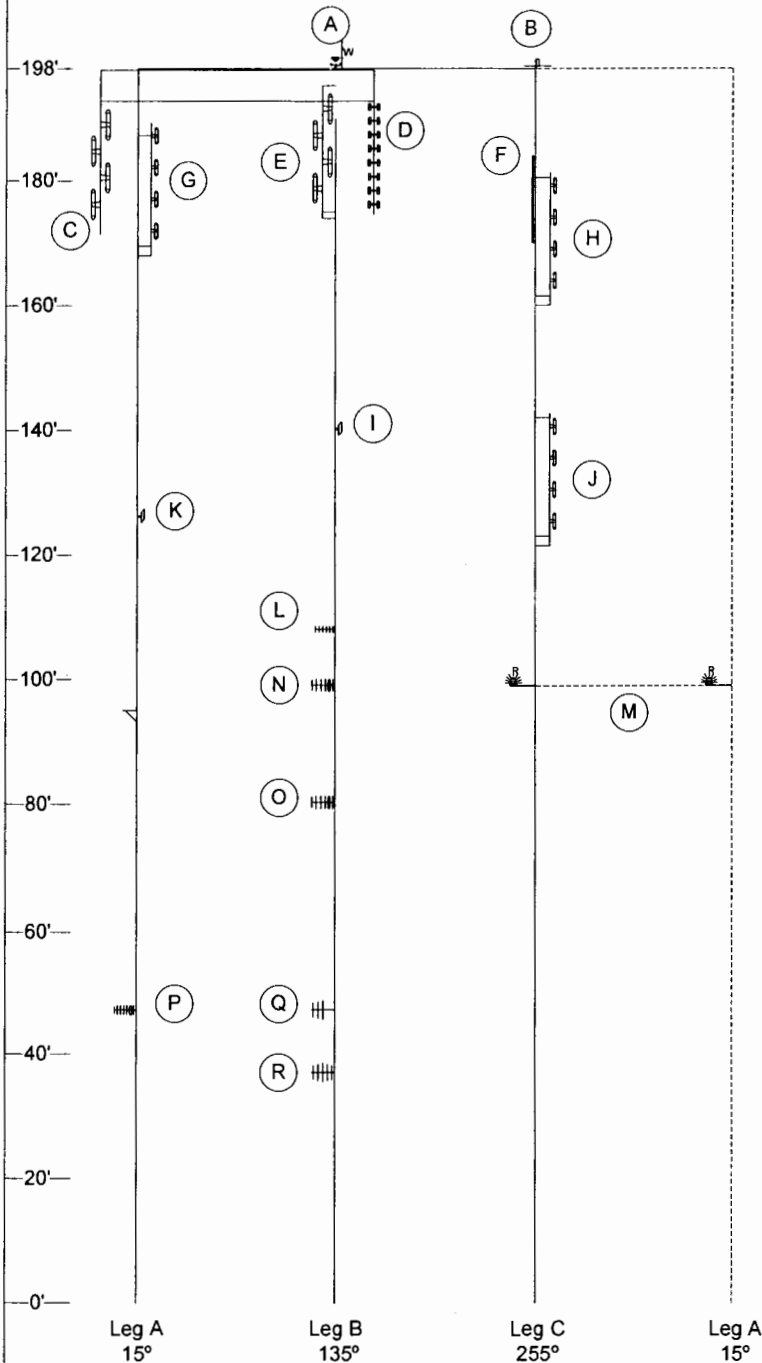
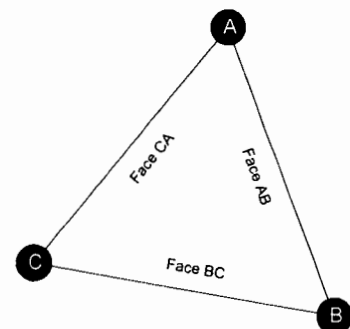
ASR: 1214681

CALL SIGN:

ID	MODEL	FREQ. (MHz)	TX LINE	ERP (W)	MTG. HGT.	LEG/ FACE	AZIM.	NOTES
A	WHITE STROBE	-	-	-	198' BASE	B	-	-
B	DB201K	-	-	-	198' BASE	C	-	-
C	DB-224	-	-	-	193' BASE	A	-	-
D	DB-420	-	-	-	193' BASE	B	-	-
E	DB-224	-	-	-	174' BASE	B	-	-
F	BSLL500 ANTENNA BSLLUMNT2-4 MOUNT	-	7/8"	-	170' BASE	B	-	1
G	DB-224E	-	-	-	168' BASE	C	-	-
H	DB-224E	-	-	-	161' BASE	C	-	-
I	TERRA-WAVE TS8230P10006GPM	TX: 4900.00	7/8"	-	140' C.L.	B	175.1°	1
J	DB-224E	-	-	-	132' BASE	C	-	-
K	2FT PANNEL ANTENNA	-	-	-	126' BASE	A	-	-
L	YAGI	-	-	-	109' BASE	B	-	-
M	RED SIDE MARKERS	-	-	-	99' C.L.	C, A	-	-
N	YAGI	-	-	-	99' BASE	B	-	-
O	YAGI	-	-	-	81' BASE	B	-	-
P	YAGI	-	-	-	47' BASE	A	-	-
Q	DB-230	-	-	-	47' BASE	B	-	-
R	DB-230	-	-	-	37' BASE	B	-	-

NOTES:

1. ALL ITEMS IN BLUE ARE TO BE INSTALLED BY THE VENDOR AS PART OF THIS PROJECT.



CONSULTANTS, INC.

SIZE

1

LAST DATE EDITED

5/7/2012

DRAWING TITLE

TAYLOR COUNTY JAIL (2-2265)  
ANTENNA LOADING DIAGRAM

REV

0

DRAWN BY: ANDREW STRINGER

ISSUED: 12/10/2011

SCALE: 1/32IN = 1FT. 0IN.

FILE PATH:

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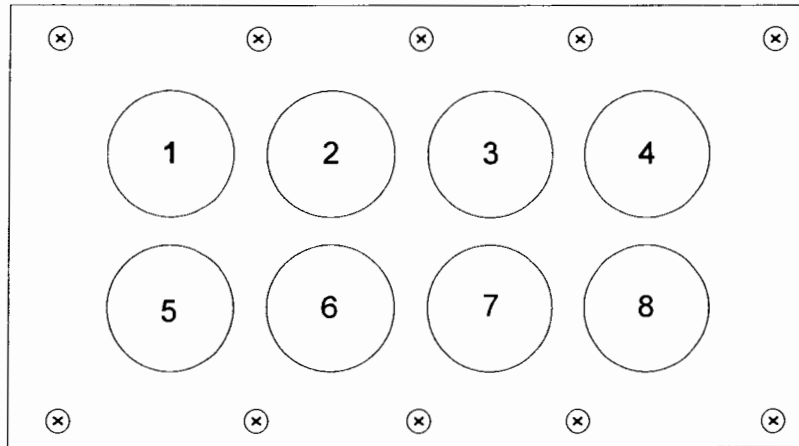
Figure

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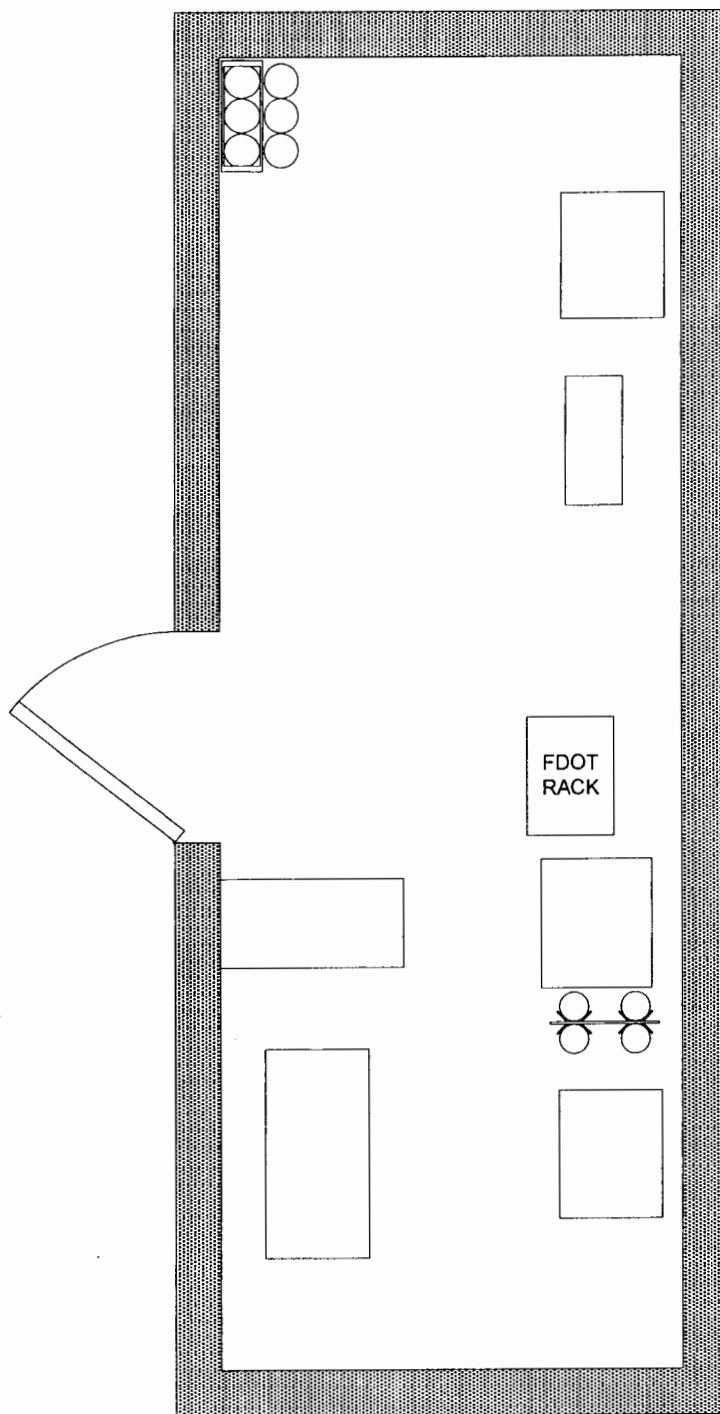
XX OF XX





1. (1) 7/8" COAXIAL (BSLL50U AT 170')  
(TO BE INSTALLED AS PART OF THIS PROJECT)  
(1) 7/8" COAXIAL (4.9 GHz PANEL AT 140')  
(TO BE INSTALLED AS PART OF THIS PROJECT)
2. (3) 7/8" COAXIAL  
-VHF YAGI-INNER CITY (DISCONNECTED)  
-VHF CONTROL STATION- TCRD (ON TOP OF CABINET B)  
-MOTOROLA RADIUS M1225, BOOKSHELF F, SHELF 5
3. EMPTY
4. (3) 7/8" COAXIAL  
-VHF (SPARE) (DISCONNECTED)  
-MOTOROLA CABINET B, CITY OF PERRY  
-VHF REPEATER CABINET, TCRD
5. (3) 7/8" COAXIAL  
-TCSO (DISCONNECTED)  
-VHF "NO ANTENNA" (DISCONNECTED)  
-UHF REPEATER CABINET A, TAYLOR CO. FIRE/RESCUE (?)
6. (2) RG-8/U  
-MOTOROLA MCS 2000 ON TOP OF SHELF UNIT E  
-MOTOROLA MCS 2000 ON TOP OF SHELF UNIT E
7. (1) RG-8/U (DISCONNECTED)  
(1) 1/2" COAXIAL TCEM CABINET C  
(1) 7/8" COAXIAL (DISCONNECTED)
8. 2/0 AWG BARE STRANDED COPPER GROUND WIRE

	SIZE	LAST DATE EDITED	DRAWING TITLE		REV
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ISSUED: 5/10/2011	Figure 2		Page XX OF XX		



## LEGEND

— TO BE INSTALLED AS PART OF  
THIS PROJECT



CONSULTANTS, INC.

DRAWN BY: ANDREW STRINGER

ISSUED: 5/10/2011

SIZE	LAST DATE EDITED
1	4/3/2012

SCALE: 1IN = 2FT. 8IN.

DRAWING TITLE
TAYLOR COUNTY JAIL (2-2265) SHELTER FLOOR PLAN

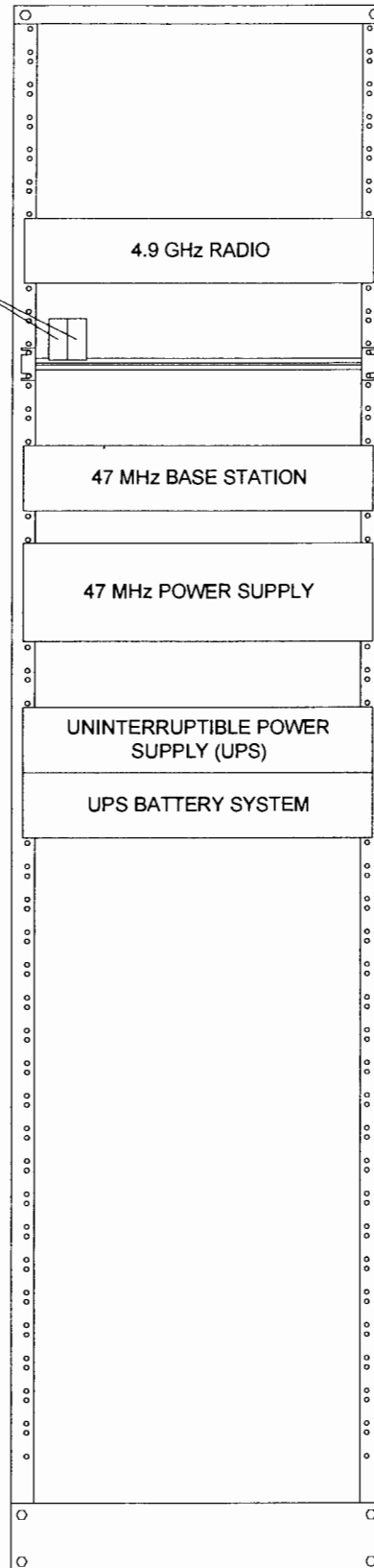
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FIGURE	PAGE
3	XX OF XX

4W VF-LEVEL SPDs

DIN RAIL



## LEGEND

— TO BE INSTALLED AS PART OF THIS PROJECT



DRAWN BY: STEPHANIE ANDERSON

ISSUED: 5/10/2011

SIZE	LAST DATE EDITED	DRAWING TITLE	REV
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Figure 4		Page XX of XX	

February 11, 2013

VIA E-MAIL AND REGULAR MAIL

Mr. Dustin Hinkel  
% County Administrator  
County Offices  
201 E. Green Street  
Perry, Florida 32347

Re: Review of Tower Use Agreement

Dear Dustin:

Pursuant to your request I have reviewed the Tower Use Agreement. I make the following comments:

1. Paragraph 3 – Notice this is a <sup>10</sup>5 year agreement. There are 60 days to remove all antenna(s), mounting hardware, transmission line(s), and equipment. Tower site shall be made clean and undamaged from the removal process.
2. Paragraph 4 – The <sup>State</sup>County shall be responsible for all costs and maintenance.
3. Paragraph 6 – Indemnification – This section should be read closely but I have no objection to it.
4. Paragraph 14 – County agrees that all submittals required will be signed and sealed by a qualified Florida registered Professional Engineer (P.E.) pursuant to Chapter 471, Florida Statutes.
5. Paragraph 18 – If there are some unforeseen problems including but not limited to, structural overloading, or overstress or interference, these problems are to be corrected to the Owner's satisfaction within 60 days or within an alternate time limit determined by the Owner.

This Agreement does not contain a venue clause, but if you mentioned it, I would assure you they would want Leon County.

I really don't have a problem with this Agreement.

If you have any questions, please call as I think it can be presented to the Board for approval.

Thank you and I hope you are doing fine.

Respectfully,

Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy (via e-mail and regular mail)  
Mr. Jack Brown (via e-mail and regular mail)

Annie Mae:

Can you please put a copy of this letter in each Commissioner's drawer?  
Thank you.



## ***Florida Department of Transportation***

**RICK SCOTT  
GOVERNOR**

605 Suwannee Street  
Tallahassee, FL 32399-0450

**ANANTH PRASAD, P.E.  
SECRETARY**

January 29, 2013

Mr. Steve Spradley  
Emergency Management Coordinator  
Taylor County Emergency Operations Center  
591 East US Highway 27  
Perry, FL 32347

Re: Request to Use Taylor County Jail Communications Tower Facilities (ASR 1214681)

Dear Mr. Spradley:

The Florida Department of Transportation would like to utilize the County's tower site facilities, located at 587 East Highway 27, and desires to establish a long-term use agreement between FDOT and Taylor County. The purpose of this request is to expand the FDOT's Land Mobile Radio coverage, and to provide a connection to your Emergency Operations Center for use during disasters. The scope of work includes the installation of one low band antenna system and one 4.9 GHz panel antenna system on the tower, as well as a new 7 ft. EIA communications equipment rack and all associated radio equipment and back-up UPS in the communications building. Attached are the contract scope drawings with details of FDOT's desired plans with respect to utilizing your facilities.

Your support of FDOT's mission to assist other state, county, and local agencies in meeting their communications needs is appreciated.

Sincerely,



Randy Pierce

ITS Telecommunications Administrator

JRP/ra

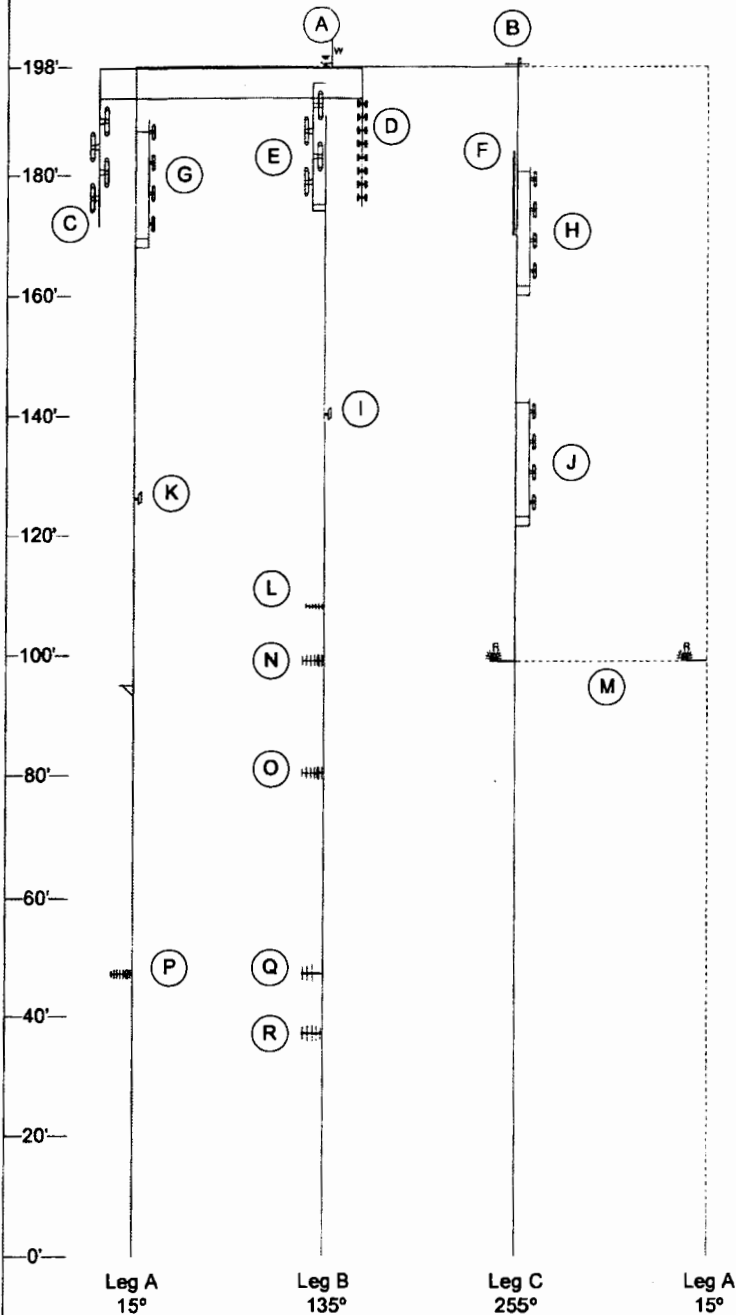
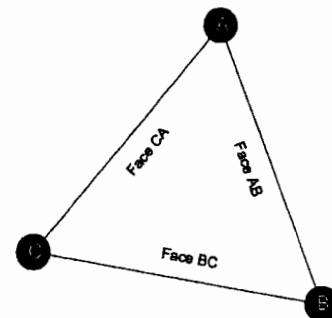
Attachments: Tower Use Agreement supporting documentation  
file : Taylor County Jail Tower Use Agreement

SITE SURVEY DATE: 11/28/2011  
 LATITUDE: 30° 06' 38.8" N, LONGITUDE: 83° 34' 26.5" W (NAD83)  
 SITE ELEVATION: 44.9'  
 TOWER TYPE: GUYED TOWER  
 STRUCTURE HEIGHT: 198'  
 ASR: 1214681  
 CALL SIGN:

ID	MODEL	FREQ. (MHz)	TX LINE	ERP (W)	MTG. HGT.	LEG/ FACE	AZIM.	NOTES
A	WHITE STROBE	-	-	-	198' BASE	B	-	-
B	DB201K	-	-	-	198' BASE	C	-	-
C	DB-224	-	-	-	193' BASE	A	-	-
D	DB-420	-	-	-	193' BASE	B	-	-
E	DB-224	-	-	-	174' BASE	B	-	-
F	58LL500 ANTENNA 58LL500T3-4 MOUNT	-	7/8"	-	170' BASE	B	-	1
G	DB-224E	-	-	-	168' BASE	C	-	-
H	DB-224E	-	-	-	161' BASE	C	-	-
I	TERRA-WAVE TBA220P100000PAM	TX: 4900.00	7/8"	-	140' C.L.	B	175.1°	1
J	DB-224E	-	-	-	132' BASE	C	-	-
K	2FT PANNEL ANTENNA	-	-	-	126' BASE	A	-	-
L	YAGI	-	-	-	109' BASE	B	-	-
M	RED SIDE MARKERS	-	-	-	99' C.L.	C, A	-	-
N	YAGI	-	-	-	99' BASE	B	-	-
O	YAGI	-	-	-	81' BASE	B	-	-
P	YAGI	-	-	-	47' BASE	A	-	-
Q	DB-230	-	-	-	47' BASE	B	-	-
R	DB-230	-	-	-	37' BASE	B	-	-

NOTES:

1. ALL ITEMS IN BLUE ARE TO BE INSTALLED BY THE VENDOR AS PART OF THIS PROJECT.



CONSULTANTS, INC.

DRAWN BY: ANDREW STRINGER

ISSUED: 12/10/2011

SIZE

1

LAST DATE EDITED

5/7/2012

SCALE: 1/32" = 1 FT. 0 IN.

DRAWING TITLE

TAYLOR COUNTY JAIL (2-2265)  
ANTENNA LOADING DIAGRAM

REV

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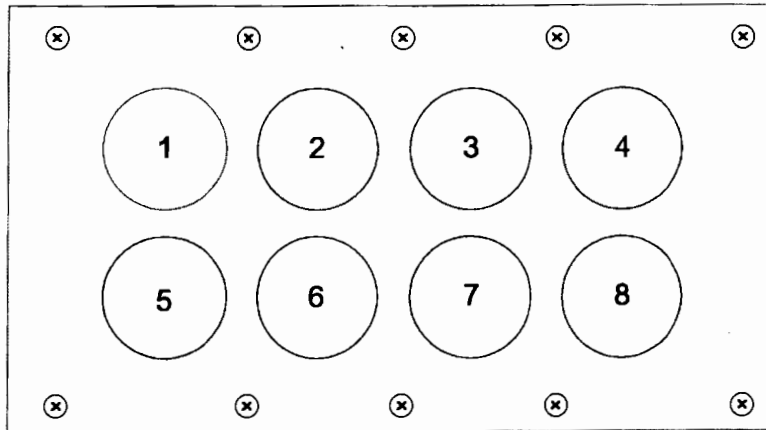
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Figure


B-1

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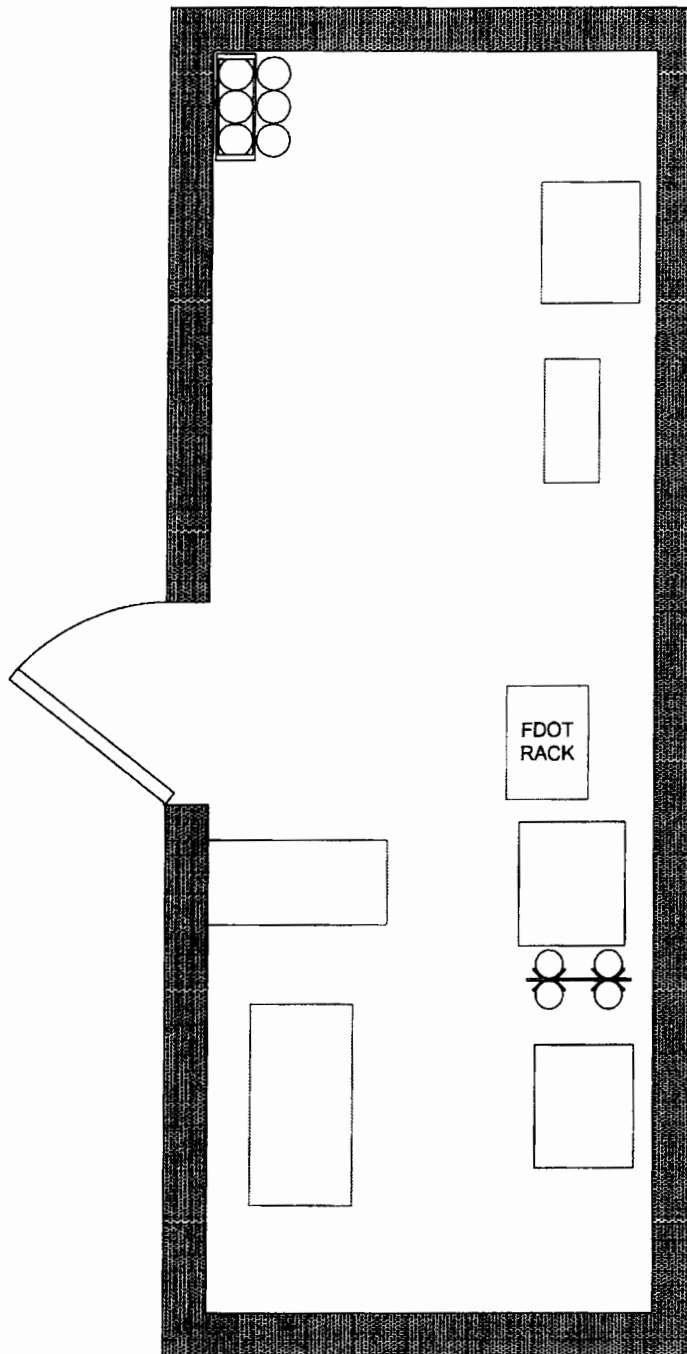
B5 of B8



1. (1) 7/8" COAXIAL (BSLL50U AT 170')  
(TO BE INSTALLED AS PART OF THIS PROJECT)  
(1) 7/8" COAXIAL (4.9 GHz PANEL AT 140')  
(TO BE INSTALLED AS PART OF THIS PROJECT)
2. (3) 7/8" COAXIAL  
-VHF YAGI-INNER CITY (DISCONNECTED)  
-VHF CONTROL STATION- TCRD (ON TOP OF CABINET B)  
-MOTOROLA RADIUS M1225, BOOKSHELF F, SHELF 5
3. EMPTY
4. (3) 7/8" COAXIAL  
-VHF (SPARE) (DISCONNECTED)  
-MOTOROLA CABINET B, CITY OF PERRY  
-VHF REPEATER CABINET, TCRD
5. (3) 7/8" COAXIAL  
-TCSO (DISCONNECTED)  
-VHF "NO ANTENNA" (DISCONNECTED)  
-UHF REPEATER CABINET A, TAYLOR CO. FIRE/RESCUE (?)
6. (2) RG-8/U  
-MOTOROLA MCS 2000 ON TOP OF SHELF UNIT E  
-MOTOROLA MCS 2000 ON TOP OF SHELF UNIT E
7. (1) RG-8/U (DISCONNECTED)  
(1) 1/2" COAXIAL TCEM CABINET C  
(1) 7/8" COAXIAL (DISCONNECTED)
8. 2/0 AWG BARE STRANDED COPPER GROUND WIRE

	SIZE	LAST DATE EDITED	DRAWING TITLE		REV
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ISSUED: 5/10/2011			Figure B-2	Page	B6 OF B8





## LEGEND

— TO BE INSTALLED AS PART OF  
THIS PROJECT



CONSULTANTS, INC.

DRAWN BY: ANDREW STRINGER

ISSUED: 5/10/2011

SIZE

1

LAST DATE EDITED

4/3/2012

SCALE: 1IN = 2FT. 8IN.

DRAWING TITLE

TAYLOR COUNTY JAIL (2-2265)  
SHELTER FLOOR PLAN

REV

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FIGURE

B-3

PAGE

B7 of B8

4W VF-LEVEL SPDs

4.9 GHz RADIO

DIN RAIL

TO BE INSTALLED BY OTHERS

47 MHz BASE STATION

TO BE INSTALLED BY OTHERS

47 MHz POWER SUPPLY

UNINTERRUPTIBLE POWER  
SUPPLY (UPS)

UPS BATTERY SYSTEM

## LEGEND

— TO BE INSTALLED AS PART OF  
THIS PROJECT



CONSULTANTS, INC.

DRAWN BY: STEPHANIE ANDERSON

ISSUED: 5/10/2011

SIZE

1

LAST DATE EDITED

1/29/2013

DRAWING TITLE

TAYLOR COUNTY JAIL (2-2265)  
NEW FDOT EQUIPMENT RACK

REV

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SCALE: 1FT 1/4IN = 1FT. 0IN.

Figure

B-4

Page

B8 OF B8

## Dustin Hinkel

---

**From:** Allen, Russell <Russell.Allen@dot.state.fl.us>  
**Sent:** Tuesday, February 12, 2013 1:30 PM  
**To:** Dustin Hinkel; Pierce, Randy  
**Cc:** Deasy, Frank; Jack Brown; Stephen Spradley  
**Subject:** RE: Taylor County Jail Tower Use Agreement

Dustin,

I changed the term due to the fact that FCC licenses now have 10 year terms, minimum.

The only other thing I changed was Department to County in owner terms, and ITS Telecommunications Administer to County as well. Both of which referred to owner roles and responsibilities.

Let me know if you need anything else.

*Connected by DROID on Verizon Wireless*

-----Original message-----

**From:** Dustin Hinkel <dustin.hinkel@taylorcountygov.com>  
**To:** "Allen, Russell" <Russell.Allen@dot.state.fl.us>, "Pierce, Randy" <Randy.Pierce@dot.state.fl.us>  
**Cc:** "Deasy, Frank" <Frank.Deasy@dot.state.fl.us>, Jack Brown <jack.brown@taylorcountygov.com>, Stephen Spradley <stephen.spradley@taylorcountygov.com>  
**Sent:** Tue, Feb 12, 2013 14:39:16 GMT+00:00  
**Subject:** RE: Taylor County Jail Tower Use Agreement

Mr. Russell,

It appears that the term of the contract has also been revised. Please confirm the changes below and identify any additional language or changes inserted into the current agreement received 2/11 from the initial agreement received 1/29.

1. FDOT identified as User Agency in the agreement
2. Term of the agreement is for 10 years with an option to renew in 10 year increments

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](mailto:dustin.hinkel@taylorcountygov.com)  
<http://www.taylorcountygov.com>

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

**From:** Allen, Russell [<mailto:Russell.Allen@dot.state.fl.us>]  
**Sent:** Monday, February 11, 2013 3:25 PM  
**To:** Pierce, Randy; Dustin Hinkel  
**Cc:** Deasy, Frank  
**Subject:** RE: Taylor County Jail Tower Use Agreement

Dustin,

Attached for your review is a modified Tower Use Agreement form that reflects Taylor County Board of County Commissioners as the Owner,

Please let me know if you need anything else.

Thank you,

W. Russell Allen, P.E.  
FDOT Traffic Engineering and Operations - ITS Section  
Voice: 850-410-5626  
Toll Free: 866-374-3368, Ext. 5626  
FAX: 850-410-5501  
email: [russell.allen@dot.state.fl.us](mailto:russell.allen@dot.state.fl.us)  
URL: <http://www.dot.state.fl.us/trafficoperations/>

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# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

### SUBJECT/TITLE:



BOARD TO AWARD STEINHATCHEE BOAT RAMP PHASE 2 PROJECT TO COLEMAN CONSTRUCTION, INC. AND APPROVE RATIFICATION OF THE EXECUTED CONTRACT AS SIGNED BY THE COUNTY ADMINISTRATOR.

### MEETING DATE REQUESTED:

March 04, 2013

### Statement of Issue:

The Board received proposals for Steinhatchee Boat Ramp Phase 2 project on February 4, 2013. The Board appointed Kenneth Dudley, Donnie Ellington, and Brent Burford as the Request for Proposals (RFP) Review Committee.

Seven proposals were received:

Coleman Construction, Inc. / Newberry, FL	\$106,207.45
Watson Construction Co., Inc. / Newberry, FL	\$147,170.74
R.E. Arnold Construction Inc. / Newberry, FL	\$211,218.75
Curt's Construction, Inc. / White Springs, FL	\$154,270.50
John C. Hipp Construction Equipment Co. / Alachua, FL	\$146,615.83
R & E Site Development / Lake Butler, FL	\$152,519.95
Duggar Excavating, Inc. / Crawfordville, FL	\$156,647.00

### Recommended Action:

Staff recommends that the Board award the Steinhatchee Boat Ramp Phase 2 project to Coleman Construction, Inc. as the lowest responsive proposal. Staff further recommends that the Board ratify the County Administrator's Signature of the construction contract.

**Fiscal Impact:** FISCAL YR 2012/13 - \$106,207.45

**Budgeted Expense:** YES

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

#### History, Facts & Issues:

The Board requested and received proposals on February 4, 2013, for the services of a qualified contractor to construct the Steinhatchee Boat Ramp Phase 2 improvements. The proposed scope of work consists of constructing drainage improvements and paving the parking area adjacent to the boat ramp, as more fully detailed in the project plans and specifications.

The bids were reviewed at the meeting which they were received with Staff presenting a recommendation that the project be awarded to Coleman Construction, Inc. (Coleman) as the lowest

apparent bid contingent on Staff verifying that Coleman would be using a FDOT qualified contractor for paving operations. That aspect was later verified and confirms Staff's original recommendation.

The respondents were as follows:

Required Items	Company Name						
	Coleman Construction, Inc.	Watson Construction Co., Inc.	R.E. Arnold Construction, Inc.	Curt's Construction, Inc.	John C. Hipp Construction Equipment Co.	R & E Site Development	Duggar Excavating, Inc.
Bid Bond	✓	✓	✓	✓	✓	✓	✓
Certificate of Qualifications	✓	✓	✓	✓	✓	✓	✓
Insurance /Workers Comp/ Hold Harmless	✓	✓	✓	✓	✓	✓	✓
Non-Collusion Affidavit	✓	✓	✓	✓	✓	✓	✓
Public Entity Crimes Affidavit	✓	✓	✓	✓	✓	✓	✓
Suppliers/ Subcontractors	✓	✓		✓	✓	✓	
Project References	✓	✓		✓	✓	✓	✓
Location of Office Serving Taylor County	Newberry FL	Newberry FL	Newberry FL	White Springs FL	Alachua FL	Lake Butler FL	Crawfordville FL
Proposal Amount	\$106,207.45	\$147,170.74	\$211,218.75	\$154,270.50	\$146,615.83	\$152,519.95	\$156,647.00

Given their bid met the requested solicitation, the Board should award the bid to Coleman Construction, Inc., as the lowest responsive bidder. Additionally, with an impending grant deadline approaching, Staff worked with Coleman to expedite execution of the construction contract and a March 4, 2013 Notice To Proceed. The County Administrator has since signed the required documents and is now forwarding it to the Board for endorsement through ratification. Therefore, Staff also respectfully requests that the Board ratify the County Administrator's signature.

#### Options:

- 1) Award the Steinhatchee Boat Ramp Phase 2 project to Coleman Construction, Inc. and approve the request to Ratify the County Administrator's signature.
- 2) Deny the request and state reasons for such denial.

#### Attachments:

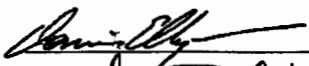
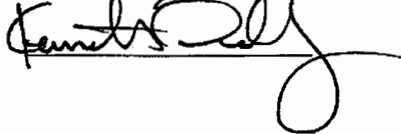
Coleman Construction, Inc.'s Basis of Bid.  
Copy of Executed Contract

#### Bid Review Committee:

Donnie Ellington

Kenneth Dudley

Brent Burford


- 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):

Base Bid				
Description	Quantity	Unit	Unit Bid Price	Bid Amount
Mobilization, Bond, etc.	1	LS	\$ 7,150.00	\$ 7,150.00
Layout	1	LS	\$ 3,300.00	\$ 3,300.00
Testing	1	LS	\$ 725.00	\$ 725.00
Silt Fence	716	LF	\$ 0.95	\$ 680.20
Turbidity Barrier	1	LS	\$ 555.00	\$ 555.00
Demo Existing Asphalt	170	SY	\$ 8.05	\$ 1,368.50
Remove Palm Trees	4	EA	\$ 550.00	\$ 2,200.00
Basin Excavation	325	CY	\$ 20.75	\$ 6,743.75
Sod	13,500	SF	\$ 0.30	\$ 4,050.00
Asphalt	5,000	SY	\$ 10.05	\$ 50,250.00
Grade & Refinish Base	4,750	SY	\$ 1.25	\$ 5,937.50
Extra 6" Limerock Base	250	SY	\$ 13.65	\$ 3,412.50
Pipe 15" RCP	176	LF	\$ 26.15	\$ 4,602.40
U-Type Endwall for 15" RCP	2	EA	\$ 2,450.00	\$ 4,900.00
Type C Inlets	2	EA	\$ 1,185.00	\$ 2,370.00
Concrete for Spillways	260	SF	\$ 10.15	\$ 2,639.00
Add Weir to Existing MES	1	LS	\$ 625.00	\$ 625.00
Manhole Junction	1	EA	\$ 1,325.00	\$ 1,325.00
4" White Parking, Paint	2,320	LF	\$ 0.20	\$ 464.00
24" White Stop Bar, Paint	85	LF	\$ 16.35	\$ 1,389.75
HC Markings & Signage	2	EA	\$ 175.00	\$ 350.00
Wheel Stops	33	EA	\$ 35.45	\$ 1,169.85

Total Lump Sum Base Bid Price	\$ 106,207.45
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One Hundred Six Thousand Two Hundred Seven Dollars and Forty Five Cents

Unit Price Contingency Work				
Description	Quantity	Unit	Unit Bid Price	Bid Amount
Additional Asphalt Paving	250	SY	\$ 10.60	\$ 2,650.00
Additional Grade & Refinish Base	250	SY	\$ 1.45	\$ 362.50
Extra 6" Limerock Base	300	SY	\$ 14.05	\$ 4,215.00
Extra Limerock for Finish Grade	140	TN	\$ 21.65	\$ 3,031.00
Sidewalk, per detail	3,300	SF	\$ 4.75	\$ 15,675.00
4" White Parking, Thermoplastic	2,320	LF	\$ 0.85	\$ 1,972.00
24" White Stop Bar, Thermoplastic	85	LF	\$ 8.85	\$ 752.25
6" x 18" Header Curb, per detail	350	LF	\$ 14.15	\$ 4,952.50

Total Unit Price Contingency Work	\$ 33,610.25
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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.

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

THIS AGREEMENT is by and between Taylor County Board of County Commissioners (Owner) and  
Coleman Construction, Inc. (Contractor).

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

**ARTICLE 1 - WORK**

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

*Steinhatchee Boat Ramp Phase II, Taylor County, Florida.* The intent of this contract is to secure all labor, materials and equipment required for construction of the Steinhatchee Boat Ramp Phase II project, Taylor County, Florida. This project includes drainage, stormwater treatment, paving, curbing, sidewalks, striping, and signage, as more fully detailed in the project plans and specifications.

**ARTICLE 2 - THE PROJECT**

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

*This project is to be a lump sum project, with additional unit price items as specified on the Bid Proposal.*

**ARTICLE 3 – ENGINEER/PROJECT ADMINISTRATION**

3.01 The Project has been prepared by:

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

3.02 The Project will be administered by:

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

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



## ARTICLE 4 - CONTRACT TIMES

### 4.01 Time of the Essence

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

### 4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 65 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 75 days after the date when the Contract Times commence to run.

### 4.03 Liquidated Damages

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

### 4.04 Correction Period/Warranty

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

## ARTICLE 5 - CONTRACT PRICE

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

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

One Hundred Six Thousand Two Hundred Seven Dollars and Forty-Five Cents	(\$106,207.45)
(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 6 sheets with each sheet bearing the following general title: Steinhatchee Boat Ramp Phase II [or] the Drawings listed on attached sheet index.
7. ~~Addenda (numbers 1 to \_\_\_\_\_, inclusive).~~
8. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages 1 to 6, inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 8, 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 Other Provisions**

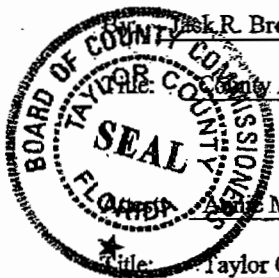
- A. Venue for disputes arising from this contract shall be Taylor County, Florida.

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 February 12, 2013 (which is the Effective Date of the Agreement).

**OWNER:**

Taylor County Board of County Commissioners



Jack R. Brown Jack R. Brown  
[Signature] County Administrator  
TAYLOR COUNTY, FL  
201 E. GREEN ST.  
PERRY, FL 32347

[COUNTY SEAL]

Ann Mae Murphy Ann Mae Murphy  
[Signature] 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:**

Coleman Construction, Inc.

Mark S. Coleman  
[Signature] Mark S. Coleman  
Title: Vice President

[CORPORATE SEAL]

Keith A. Gonto  
[Signature] Keith A. Gonto  
Title: Secretary

Address for giving notices:

Newberry Commercial Park

25501 NW 8th Lane / PO Box 1559

Newberry, FL 32669

License No.: CUC1224981  
(Where applicable)

Agent for service or process: \_\_\_\_\_

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

## 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.      State</i>                                     | <i>Statutory</i> |
| <i>b.      Applicable Federal (e.g., Longshoreman's)</i> | <i>Statutory</i> |
| <i>c.      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.      General Aggregate</i>  | <i>\$1,000,000</i> |
| <i>b.      Products – Completed Operations Aggregate</i>  | <i>\$1,000,000</i> |
| <i>c.      Personal and Advertising Injury</i>  | <i>\$1,000,000</i> |
| <i>d.      Each Occurrence (Bodily Injury and Property Damage)</i>  | <i>\$1,000,000</i> |
| <i>e.      Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.</i> |                    |
| <i>f.      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. | <i>Bodily Injury:</i>           |             |
|    | 1) Each person                  | \$1,000,000 |
|    | 2) Each Accident                | \$1,000,000 |
| b. | <i>Property Damage:</i>         |             |
|    | 1) Each Accident                | \$ 500,000  |
| c. | <i>Combined Single Limit of</i> | \$1,000,000 |

4. *The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:*

- |    |                         |             |
|----|-------------------------|-------------|
| a. | <i>Bodily Injury:</i>   |             |
|    | 1) Each Accident        | \$1,000,000 |
|    | 2) Annual Aggregate     | \$1,000,000 |
| b. | <i>Property Damage:</i> |             |
|    | 1) Each Accident        | \$1,000,000 |
|    | 2) Annual Aggregate     | \$1,000,000 |

**5.04.B.1. Additional Insureds:**

*Taylor County Board of County Commissioners*

**SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:**

- H. *The Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.*

**SC-6.10 Add a new paragraph immediately after Paragraph 6.10.A:**

- B. *Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner.*
1. *Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.*
2. *Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.*

**SC-6.13**

*Permits secured from the County, City, Florida Department of Transportation, Florida Department of Health, Suwannee River Water Management District, Army Corp of Engineers or the Florida Department of Environmental Protection and specific requirements shall be strictly adhered to, including all requirements for the protection of wetlands and Manatees, if applicable.*

**SC-9.03.A. Add the following language at the end of paragraph 9.03.A:**

1. *The County will provide Project Representative services for this project. All work performed for this project shall be inspected by an authorized representative of the Board of County Commissioners of Taylor County on a five day, 8:00 a.m. ~ 5:00 p.m., Monday through Friday work week, excluding County-designated holidays. If weekend work becomes necessary, it must be authorized by the County's representative at least three days prior to scheduling of such work.*
  - a. *The authorized representative shall be given no less than 24 hours prior notice of the expected time and date of pertinent aspects of this project to include, but not be limited to, concrete pours, material deliveries, lane closures etc.*
  - b. *The following individuals, in the listed order, will be the responsible agent(s) for the County:*

*Jack R. Brown, County Administrator  
Donnie Ellington, P.E. Consultant Engineer of Record  
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.*



### SUPPLEMENTAL SPECIFICATIONS

1. The Taylor County Board of County Commissioners is undertaking construction of the Steinhatchee Boat Ramp Phase II. The intent of this contract is to secure all labor, materials and equipment required for construction of the Steinhatchee Boat Ramp Phase II project, Taylor County, Florida. This project includes drainage, stormwater treatment, paving, curbing, sidewalks, striping, and signage, as more fully detailed in the project plans and specifications. All work shall be completed in accordance with "Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards", latest edition or "FDOT Standard Specifications for Road and Bridge Construction", latest edition and as amended by these specifications or plans.
2. FDOT MODIFICATIONS - When "FDOT Roadway and Traffic Design Standards" or "FDOT Standard Specifications for Road and Bridge Construction" refers to FDOT, Engineer, Department, Inspector, these items shall refer to Taylor County Engineer or authorized representative. When "FDOT Roadway and Traffic Design Standards" or "FDOT Standard Specifications for Road and Bridge Construction" refers to Laboratory this item refers to an independent properly licensed testing lab selected by Contractor with approval of County and fully compensated by Contractor.
3. FDOT SPECIFICATIONS - When the specifications refer to the State of Florida or officials of the State it shall be interpreted as the County Commissioners or their authorized representative.
4. WARRANTY - The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a one-year period after the date of final acceptance.
5. All materials used shall meet all requirements of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and methods of construction shall meet all requirements of the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition. Materials testing for this project shall be performed by an independent properly licensed testing lab selected by the Contractor with approval of the County and compensated by the Contractor. Results of required testing shall be forwarded and approved prior to covering work and prior to acceptance for payment.
6. The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout shall be done using competent and experienced personnel under the supervision of a Land Surveyor registered in the State of Florida at the Contractor's expense. Control points established by the Owner and disturbed by the Contractor will be replaced by the Contractor at his expense. Survey monuments or markers which will be removed by construction shall be properly referenced to the right-of-way line prior to

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

7. Once each phase of this project begins, the Contractor shall maintain asphalt application efforts at one location at a time. Taylor County shall provide one (1) authorized representative to be on site during asphalt application. All material tickets shall be presented to this representative at time of delivery and indicate required information (FDOT #, Tonnage, Temp, etc.).
8. Material Testing and Sampling shall be completed as required by the FDOT Standard Specifications, these Supplemental Specifications and the Construction Plans. Additional random material samples shall be collected and tests run at the discretion of Taylor County's authorized representative as part of the mandatory testing requirements.
9. LIMEROCK BASE: There shall be no adjustment or extra payment for additional thickness of base material.
10. SEEDING & MULCHING {Performance Turf}: Permanent seed shall be (Bermuda or Argentina Bahia @ 80 lb/acre), temporary seed (Rye {October ~ March} or Brown Top Millet {April ~ September} @ 20 lb/acre) mixture and placement. Seed shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition.
11. SODDING {Performance Turf (SOD)}: Roadway Sod shall be rolled Bermuda or Centipede. Remaining areas may be pallet sod. Sod shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition.

**BID FORM****Steinhatchee Boat Ramp Phase II****2006-005-ENG****TABLE OF ARTICLES**

<u>Article</u>	<u>Article No.</u>
ARTICLE 1 – BID RECIPIENT .....	1
ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS .....	1
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**ARTICLE 1 – BID RECIPIENT****1.01 This Bid is submitted to:**

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

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

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

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

**ARTICLE 3 – BIDDER'S REPRESENTATIONS****3.01 In submitting this Bid, Bidder represents that:**

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

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

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

#### ARTICLE 4 – FURTHER REPRESENTATIONS

##### 4.01 Bidder further represents that:

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

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

## ARTICLE 5 – BASIS OF BID

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

Base Bid				
Description	Quantity	Unit	Unit Bid Price	Bid Amount
Mobilization, Bond, etc.	1	LS	\$ 7,150.00	\$ 7,150.00
Layout	1	LS	\$ 3,300.00	\$ 3,300.00
Testing	1	LS	\$ 725.00	\$ 725.00
Silt Fence	716	LF	\$ 0.95	\$ 680.20
Turbidity Barrier	1	LS	\$ 555.00	\$ 555.00
Demo Existing Asphalt	170	SY	\$ 8.05	\$ 1,368.50
Remove Palm Trees	4	EA	\$ 550.00	\$ 2,200.00
Basin Excavation	325	CY	\$ 20.75	\$ 6,743.75
Sod	13,500	SF	\$ 0.30	\$ 4,050.00
Asphalt	5,000	SY	\$ 10.05	\$ 50,250.00
Grade & Refinish Base	4,750	SY	\$ 1.25	\$ 5,937.50
Extra 6" Limerock Base	250	SY	\$ 13.65	\$ 3,412.50
Pipe 15" RCP	176	LF	\$ 26.15	\$ 4,602.40
U-Type Endwall for 15" RCP	2	EA	\$ 2,450.00	\$ 4,900.00
Type C Inlets	2	EA	\$ 1,185.00	\$ 2,370.00
Concrete for Spillways	260	SF	\$ 10.15	\$ 2,639.00
Add Weir to Existing MES	1	LS	\$ 625.00	\$ 625.00
Manhole Junction	1	EA	\$ 1,325.00	\$ 1,325.00
4" White Parking, Paint	2,320	LF	\$ 0.20	\$ 464.00
24" White Stop Bar, Paint	85	LF	\$ 16.35	\$ 1,389.75
HC Markings & Signage	2	EA	\$ 175.00	\$ 350.00
Wheel Stops	33	EA	\$ 35.45	\$ 1,169.85

Total Lump Sum Base Bid Price	\$ 106,207.45
-------------------------------	---------------

One Hundred Six Thousand Two Hundred Seven Dollars and Forty Five Cents

Unit Price Contingency Work				
Description	Quantity	Unit	Unit Bid Price	Bid Amount
Additional Asphalt Paving	250	SY	\$ 10.60	\$ 2,650.00
Additional Grade & Refinish Base	250	SY	\$ 1.45	\$ 362.50
Extra 6" Limerock Base	300	SY	\$ 14.05	\$ 4,215.00
Extra Limerock for Finish Grade	140	TN	\$ 21.65	\$ 3,031.00
Sidewalk, per detail	3,300	SF	\$ 4.75	\$ 15,675.00
4" White Parking, Thermoplastic	2,320	LF	\$ 0.85	\$ 1,972.00
24" White Stop Bar, Thermoplastic	85	LF	\$ 8.85	\$ 752.25
6" x 18" Header Curb, per detail	350	LF	\$ 14.15	\$ 4,952.50

Total Unit Price Contingency Work	\$ 33,610.25
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All specified cash allowances are included in the price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

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

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

#### ARTICLE 6 – TIME OF COMPLETION

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

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

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

#### 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: Coleman Construction, Inc. \_\_\_\_\_ (SEAL)

State of Incorporation: Florida \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): General Business \_\_\_\_\_

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

Name (typed or printed): Mark S. Coleman \_\_\_\_\_

Title: Vice President \_\_\_\_\_

(CORPORATE SEAL)

Attest  \_\_\_\_\_Date of Authorization to do business in FLORIDA is 11 / 30 / 1998.

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 25501 NW 8th Lane - P.O. Box 1559  
Newberry, FL 32669Phone No. 352-472-4550 Fax No. 352-472-4590SUBMITTED on February 04, 2013State Contractor License No. CUC1224981 (If applicable)



**HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT**

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

*Steinhatchee Boat Ramp Phase II  
Taylor County, Florida*

*Steinhatchee Boat Ramp Phase II Contract: The intent of this contract is to secure all labor and equipment required for the Steinhatchee Boat Ramp Phase II project in Taylor County, Florida. This project includes drainage, stormwater treatment, paving, curbing, sidewalks, striping, and signage, as more fully detailed in the project plans and specifications.*

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

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

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

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

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

DONE AND EXECUTED this 29th day of January, 2013

WITNESS:

*[Signature]*  
*[Signature]*

*[Signature]*  
Mark S. Coleman, Vice President

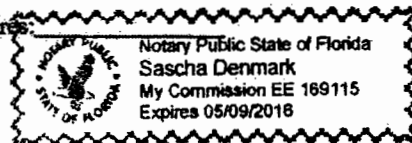
STATE OF FLORIDA  
COUNTY OF TAYLOR

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Mark S. Coleman, 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 29th day of January, 2013

*[Signature]*  
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. 2006-005-ENG  
for Steinhatchee Boat Ramp Phase II

2. This sworn statement is submitted by Coleman Construction, Inc.  
(Name of entity submitting sworn statement)

Whose business address is 25501 NW 8th Lane - P.O. Box 1559  
Newberry, FL 32669 and

(if applicable) its Federal Employer Identification Number (FEIN) is 59-3545601  
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

3. My name is Mark S. Coleman and my relationship to the entity  
name above is Vice 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)

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

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

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

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing 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.)

Mark S. Coleman  
(Signature)

January 29, 2013

(Date)

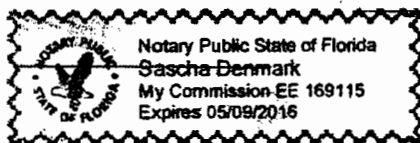
STATE OF Florida

COUNTY OF Alachua

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Mark S. Coleman  
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 29th day  
of January 2013

My commission expires:



[Signature]  
NOTARY PUBLIC

**NON-COLLUSION AFFIDAVIT**

(STATE OF FLORIDA, COUNTY OF TAYLOR)

Mark S. Coleman being first duly sworn, deposes and says that:

- (1) He/She/They is/are the Owner/Officer of  
(Owner, Partner, Officer, Representative or Agent)  
Coleman Construction, Inc., 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:

Keith Gornto  
Witness Keith GorntoLisa Rodriguez  
Witness Lisa RodriguezBy: Mark S. Coleman

Signature

Mark S. Coleman, Vice President

Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)

On this the 29th day of January, 2013, before me, the undersigned Notary Public of the State of Florida, personally appeared before me Mark S. Coleman, Keith Gornto and Lisa Rodriguez before  
notary) Sascha Roy Denmark and whose name(s) is/are subscribed to the within Affidavit of  
Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

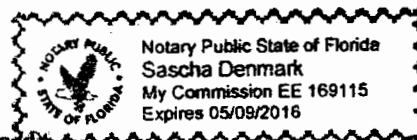
WITNESS my hand and official seal.

NOTARY PUBLIC:

SEAL OF OFFICE:

Sascha R. Denmark

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

X Personally known to me, orX Did take an oath, or

Personal identification:

Did Not take an oath.

Type of Identification Produced

## **List of Proposed Subcontractors**

Brinkman Surveying, Inc.	Surveying	\$2,800.00	3%
Suwannee Valley Grassing, Inc.	Sod	\$3,500.00	4%
Crowder, Inc.	Stripping	\$1,500.00	2%

## **List of Proposed Suppliers**

APAC Southeast, Inc.	Asphalt	\$29,000.00	28%
Del Zotto Products of Florida, Inc.	Pipe, etc..	\$6,000.00	6%

COMMERCIAL RESIDENTIAL

NEWBERRY COMMERCIAL PARK  
25501 NW 8TH LANE/PO BOX 1559  
NEWBERRY, FL 32669



PAVING EXCAVATION UNDERGROUND UTILITIES

OFFICE: 352-472-4550

FAX: 352-472-4590

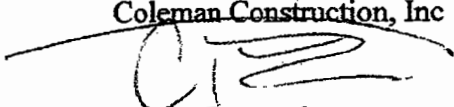
2/5/2013

Taylor County Engineering  
Mr. Kenneth Dudley  
201 East Green Street  
Perry, Florida 32347  
RE: Steinhatchee Boat Ramp Parking Area

Mr. Dudley, please be advised that we will utilize APAC Southeast Inc. as our asphalt subcontractor for the above referenced project.

Should you have any questions please contact me at your earliest convenience.

Sincerely,  
Coleman Construction, Inc



Sascha Denmark  
Chief Estimator



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/29/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Waldorff Insurance & Bonding Inc 5023 NW 8th Avenue, Suite B Gainesville FL 32605		<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No. Ext): 352-374-7779 <b>FAX</b> (A/C, No.): 850-581-4930 <b>E-MAIL</b> : receptionist2@waldorffinsurance.com <b>ADDRESS</b> : receptionist2@waldorffinsurance.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Westfield Insurance Company	
		<b>INSURER B:</b> Bridgefield Employers Ins. Co.	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**INSURED**  
COLE-01  
Coleman Construction, Inc.  
PO Box 1559  
Newberry FL 32669

**COVERAGES**

CERTIFICATE NUMBER: 1381032447

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	TRA7548212	3/31/2012	3/31/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$150,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	N	TRA7548212	3/31/2012	3/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	Y	N	TRA7548212	3/31/2012	3/31/2013	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	830-30105	4/5/2012	4/5/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Leased Equipment	N	N	TRA7548212	3/31/2012	3/31/2013	Limit \$5000 Deductible \$1000

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

**CERTIFICATE HOLDER****CANCELLATION**

Taylor County Board of County Commissioners  
108 North Jefferson Street  
Perry FL 32347

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AC#6140872

## STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

SEQ# L12052500995

DATE	NUMBER	LICENSE NBR
05/25/2012	118190000	CUC1224981

The UNDERGROUND UTILITY & EXCAVATION CO  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2014

DENMARK, SASCHA ROY  
COLEMAN CONSTRUCTION, INC  
25501 N W 8TH LANE  
NEWBERRY

FL 32669

RICK SCOTT  
GOVERNOR

DISPLAY AS REQUIRED BY LAW

KEN LAWSON  
SECRETARY

# 2012 FOR PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P98000100731

FILED  
Apr 24, 2012  
Secretary of State

Entity Name: COLEMAN CONSTRUCTION, INC.

**Current Principal Place of Business:**

25501 NW 8TH LANE  
NEWBERRY, FL 32669

**New Principal Place of Business:**

**Current Mailing Address:**

P.O. BOX 1559  
NEWBERRY, FL 32669

**New Mailing Address:**

FEI Number: 59-3545601

FEI Number Applied For ( )

FEI Number Not Applicable ( )

Certificate of Status Desired ( )

**Name and Address of Current Registered Agent:**

COLEMAN, JOAN E  
22206 N.W. 94TH AVENUE  
ALACHUA, FL 32615 US

**Name and Address of New Registered Agent:**

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: \_\_\_\_\_

Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**OFFICERS AND DIRECTORS:**

Title: P  
Name: COLEMAN, JOAN E  
Address: 22206 N.W. 94TH AVENUE  
City-St-Zip: ALACHUA, FL 32615

Title: VP  
Name: COLEMAN, MARK S  
Address: 22206 N.W. 94TH AVENUE  
City-St-Zip: ALACHUA, FL 32615

Title: ST  
Name: GORNTON, KEITH A  
Address: 127 ARROWHEAD POINT ROAD  
City-St-Zip: HAWTHORNE, FL 32148

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOAN COLEMAN

P

04/24/2012

\_\_\_\_\_  
Electronic Signature of Signing Officer or Director

\_\_\_\_\_  
Date

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Requesting Board approval to hold public hearings April 1 and April 16, 2013 to discuss and receive public input regarding the upcoming funding cycle and possible grant submission for the 2014-2015 Florida Department of State Cultural Facilities Grant Program. Grants staff is recommending this grant be submitted requesting funding assistance for the rehabilitation of Forest Capital Hall.

**MEETING DATE REQUESTED:**

March 4, 2013

**Statement of Issue:** Requesting Board approval to hold public hearings April 1 and April 16, 2013 to discuss and receive public input regarding the upcoming funding cycle and possible grant submission for the 2014-2015 Cultural Facilities Grant Program.

**Recommended Action:** Board to approve public hearings.

**Fiscal Impact:** The 2014-2015 funding cycle opens April 15, 2013. This grant program requires a 1:1 match, however bed tax funds could be used for the match. Match funds will not be needed until after July 1, 2014.

**Budgeted Expense:** Y/N See Above

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Cultural Facilities Grant Programs funding cycle opens April 15, 2013 and ends June 15, 2013 for FY 2014-2015. Limited funding is expected to be available. This is a highly competitive grant and after grant applications are ranked, presentation are given before a panel selected by the Department of Cultural Affairs for final ranking. The County submitted application to this program one time in the past (2005) and was awarded funding for the construction of the Heritage Pavilion at Forest Capital Hall.

**Attachments:** Information on the Cultural Facilities Grant Program

**Deadline**

Call for information.

**Contact**

Elsie Rogers, [elsie.rogers@dos.myflorida.com](mailto:elsie.rogers@dos.myflorida.com)

**Cultural Facilities Grants****Description**

Funding for acquisition, construction, or renovation of cultural facilities; not appropriate for project planning.

**Eligibility**

A public entity governed by a county or municipality; or a not-for-profit, tax-exempt Florida corporation in good standing with Division of Corporations.

**Award**

Requests up to \$500,000; grantee organization may not receive more than \$1.5 million in total state funding during five consecutive state fiscal years. Match at least 2:1, or two applicant dollars for every one state dollar requested. Reduced match to 1:1 may be requested by REDI Counties or communities and organizations with Total Support and Revenue of less than \$500,000.

**Deadline**

June 15, 2013

**Contact**

Elsie Rogers, [elsie.rogers@dos.myflorida.com](mailto:elsie.rogers@dos.myflorida.com)

**State Touring Program (STP)- Artist Roster Application****Description**

Applications from Florida-based touring artists are accepted every two years for placement on the State Touring Program roster. A panel reviews the applications and makes recommendations for inclusion on the roster. This roster is used as the menu in conjunction with the STP Presenter Support application.

**Eligibility**

Professional Florida-based touring artists or organizations.

**Award**

Selected artists are listed in the State Touring Program Roster.

**Deadline**

June 15, 2013 for the period July 1, 2014 – June 30, 2016

**Contact**

Gaylen Phillips, [gaylen.phillips@dos.myflorida.com](mailto:gaylen.phillips@dos.myflorida.com)

**State Touring Program (STP)- Presenter Fee Support Grants****Description**

Offers support to sponsoring organizations that select artists from the state-approved roster. Available four times a year.

**Eligibility**

A public entity governed by a county, municipality, school district, community college, college, university,

# Heritage Pavilion

## at Forest Capital Hall



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## **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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

**SUBJECT/TITLE:**

Board to review and approve the Florida Department of Transportation Joint Participation Agreement (JPA) # 43381719413 and Resolution for the Tree Removal Project at Perry Foley Airport.

**MEETING DATE REQUESTED:**

March 4, 2013

**Statement of Issue:** Board to approve JPA and Resolution in the amount of \$80,000 to be used for the removal of trees in the approach zones of the runways at Perry Foley Airport.

**Recommended Action:** Approve the FDOT Joint Participation Agreement and Resolution

**Fiscal Impact:** The JPA is in the amount of \$80,000. The project will be 100% grant funded . THE COUNTY IS NOT PROVIDING A MATCH.

**Budgeted Expense:** Y/N Not applicable, the County is not providing a cash match.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

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

**History, Facts & Issues:** The FDOT Joint Participation Agreement provides a grant in the amount of \$80,000 for the removal of trees in the approach zones of the runways at Perry Foley Airport. The County requested and received a waiver of match through the Rural Economic Development Initiative (REDI). The County has advertised and will receive bids for the tree removal at the March 19, 2012 meeting. All landowners who are impacted by the tree removal have been contacted via phone and certified mail.

**Attachments:** FDOT Joint Participation Agreement and Resolution





## 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

Upon motion of Commissioner \_\_\_\_\_ with second by Commissioner \_\_\_\_\_ and a vote of \_\_\_\_\_ the Board of Taylor County Board of County Commissioners, adopt the following resolution:

### RESOLUTION

**WHEREAS**, The *Taylor County Board of Commissioners*, and the *State of Florida Department of Transportation (FDOT)* have determined it to be in their mutual interest to facilitate the development of the herein described project at the **Perry Foley Airport**, to wit:

**FOR THE REMOVAL OF TREES LOCATED IN THE APPROACH ZONE OF ALL AIRPORT RUNWAYS AT PERRY FOLEY AIRPORT**  
**Financial Project No: 43381719413**

**WHEREAS**, the State of Florida Department of Transportation (FDOT), and the Taylor County Board of County Commissioners have agreed to the project; the project has an estimated cost of \$80,000; FDOT will be funding 100% of the project at a maximum of \$80,000 related to eligible project costs, as Taylor County is eligible for 100% funding under the Rural Economic Development Initiative (REDI); and;

**WHEREAS**, both parties now wish to formalize the arrangement in the form of a Joint Participation Agreement (JPA).

**NOW THEREFORE**, be it resolved, as follows:

1. The **TAYLOR COUNTY BOARD OF COMMISSIONERS** confirms its desire to enter into a Joint Participation Agreement with the **State of Florida Department of Transportation**;
2. *Taylor County is eligible for 100% funding for the project under the Rural Economic Development Initiative (REDI)*;
3. The Chairwoman, Pam Feagle, or her authorized designee, is authorized to execute this Resolution of the Taylor County Board of Commissioners; and
4. The Chairwoman, Pam Feagle, or her authorized designee, is herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced Joint Participation Agreement with the State of Florida Department of Transportation

**WITNESSETH:** Adopted the 4<sup>th</sup> day of March 2013 in Regular Session by the **Taylor County Board of Commissioners**.

**Board of County Commissioners**  
**Taylor County, Florida**

By: \_\_\_\_\_  
**Pam Feagle, Chairwoman**

Attest: \_\_\_\_\_  
**Annie Mae Murphy, Clerk**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**JOINT PARTICIPATION AGREEMENT**

725-030-06  
PUBLIC TRANSPORTATION  
06/11  
Page 1 of 14

Financial Project Number(s): (item-segment-phase-sequence) 43381719413	Fund: DDR Function: 637 Federal Number: N/A DUNS Number: 80-939-7102	FLAIR Category.: 088719 Object Code: 750004 Org. Code: 55022020228 Vendor No.: F 596 000 879 001 CSFA Number: 55004
Contract Number:		
CFDA Number: N/A		

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,  
hereinafter referred to as the Department, and The TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
201 EAST GREEN STREET, PERRY, FLORIDA 32347  
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed  
on or before June 30, 2014 and this Agreement will expire unless a time extension is provided  
in accordance with Section 18.00.

**WITNESSETH:**

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described,  
and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including  
the implementation of an integrated and balanced transportation system and is authorized under  
332.006(6)(Aviation Only)

Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree  
as follows:

**1.00 Purpose of Agreement:** The purpose of this Agreement is  
FOR THE REMOVAL OF TREES LOCATED IN THE APPROACH ZONE OF ALL AIRPORT RUNWAYS.

PLEASE ENSURE YOU READ AND UNDERSTAND ALL CONDUCTIONS AND REQUIREMENTS LISTED IN EXHIBIT  
"A".

THIS PROJECT IS BEING FUNDED UNDER THE RURAL ECONOMIC DEVELOPMENT INITIATIVE (REDI)  
PROGRAM BY THE DEPARTMENT AT 100% FUNDING.

and as further described in Exhibit(s) A, B, C and D attached hereto and by this reference made a part  
hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the  
terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the  
project will be undertaken and completed.



## 2.00 Accomplishment of the Project

**2.10 General Requirements:** The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

**2.20 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.30 Funds of the Agency:** The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

**2.40 Submission of Proceedings, Contracts and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

**3.00 Project Cost:** The total estimated cost of the project is \$ \$80,000.00 . This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

**4.00 Department Participation:** The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ \$80,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

**4.10 Project Cost Eligibility :** Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

**4.20 Front End Funding :** Front end funding ☒ is ☐ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

**5.00 Retainage :** Retainage ☐ is ☒ is not applicable. If applicable, \_\_\_\_\_ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

## **6.00 Project Budget and Payment Provisions:**

**6.10 The Project Budget:** A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

**6.20 Payment Provisions:** Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

## **7.00 Accounting Records:**

**7.10 Establishment and Maintenance of Accounting Records:** The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

**7.20 Funds Received Or Made Available for The Project:** The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

**7.30 Costs Incurred for the Project:** The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**7.40 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

**7.50 Checks, Orders, and Vouchers:** Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

**7.60 Audit Reports:** In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do 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 state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

**7.61 Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency 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 Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

#### **7.62 Audits:**

**Part I Federally Funded:** If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.
3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

**Part II State Funded:** If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient 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 governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient 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 nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient 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 Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.
4. 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.

### Part III Other Audit Requirements

1. The Agency 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.
2. 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 Comptroller, 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.

### Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:
  - A. The Department at each of the following addresses:  
Roland C. Luster  
1109 S. Marion Avenue  
Mail Station 2018  
Lake City, Florida 32025-5874
  - B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:  
  
Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132
  - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.
2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Roland C. Luster  
1109 S. Marion Avenue  
Mail Station 2018  
Lake City, Florida 32025-5874

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

Roland C. Luster  
1109 S. Marion Avenue  
Mail Station 2018  
Lake City, Florida 32025-5874

3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
  - A. The Department at each of the following addresses:

Roland C. Luster  
1109 S. Marion Avenue  
Mail Station 2018  
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
4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
  - A. The Department at each of the following addresses:

Roland C. Luster  
1109 S. Marion Avenue  
Mail Station 2018  
Lake City, Florida 32025-5874
5. 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, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, 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 Agency in correspondence accompanying the reporting package.

**7.63 Record Retention:** The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department. Records of costs incurred under the 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 five 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 Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

**7.64 Other Requirements:** If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.

**7.65 Insurance:** Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

**8.00 Requisitions and Payments:**

**8.10 Action by the Agency:** In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Two Public Transportation Office LAKE CITY, FL, 32025-5874 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

**8.11** Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

**8.12** Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

**8.13** For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

**8.20 The Department's Obligations:** Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

**8.21 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

**8.22 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

**8.23 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

**8.24 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained herein;  
or

**8.25 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**8.26 Federal Participation (If Applicable):** Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

**8.30 Disallowed Costs:** In determining the amount of the payment, prior to receipt of annual notification of funds availability, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department and costs invoiced prior to receipt of annual notification of fund availability.

**8.40 Payment Offset:** If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

#### **9.00 Termination or Suspension of Project:**

**9.10 Termination or Suspension Generally:** If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

**9.11 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**9.12** The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

**10.00 Remission of Project Account Upon Completion of Project:** Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

**11.00 Audit and Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

#### **12.00 Contracts of the Agency:**

**12.10 Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.



**12.20 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

### **12.30 Disadvantaged Business Enterprise (DBE) Policy**

**12.31 DBE Policy:** The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

**12.40** The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

### **13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**13.10 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**13.20 Title VI - Civil Rights Act of 1964:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, *et seq.*), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

**13.30 Title VIII - Civil Rights Act of 1968:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, *et seq.*, which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.



**13.40 Americans with Disabilities Act of 1990 (ADA):** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

**13.50 Prohibited Interests:** The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

**13.60 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

#### **14.00 Miscellaneous Provisions:**

**14.10 Environmental Pollution:** Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

**14.20 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any party other than the Agency.

**14.30 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency 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 Agency, 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.

**14.40 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**14.50 Bonus or Commission:** By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**14.60 State or Territorial Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

**14.70 Use and Maintenance of Project Facilities and Equipment:** The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

**14.71 Property Records:** The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

**14.80 Disposal of Project Facilities or Equipment:** If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

**14.90 Contractual Indemnity:** To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

**15.00 Plans and Specifications:** In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in paragraph 8.23.

**16.00 Project Completion, Agency Certification:** The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

#### **17.00 Appropriation of Funds:**

**17.10** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

**17.20 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, 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 1 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 dollars and which have a term for a period of more than 1 year."

**18.00 Expiration of Agreement:** The Agency agrees to complete the project on or before June 30, 2014. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Planning and Production. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

**18.10 Final Invoice:** The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

**19.00 Agreement Format:** 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.

**20.00 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**21.00 Restrictions on Lobbying:**

**21.10 Federal:** The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**21.20 State:** No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.

**22.00 Vendors Rights:** Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The 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.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor 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.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

**23.00 Public Entity Crime:** 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 s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**24.00 Discrimination:** 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.

## **25.00 E-Verify**

Vendors/Contractors:

1. 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 Vendor/Contractor during the term of the contract; and
2. 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.

Financial Project No(s). 43381719413

Contract No.

Agreement Date

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

The TAYLOR COUNTY BOARD OF COUNTY  
COMMISSIONERS

AGENCY NAME

FDOT

See attached Encumbrance Form for date of Funding  
Approval by Comptroller

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

SIGNATURE

DEPARTMENT OF TRANSPORTATION  
Robert L. Parks, P.E.  
Director of Planning and Production

TITLE

TITLE

**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, 201 East Green Street, Perry, Florida 32347 referenced by the above Financial Project Number.

**PROJECT LOCATION:**

**Perry/Foley Airport  
Perry, Florida  
Taylor County**

**PROJECT DESCRIPTION:**

**For the removal of trees located in the approach zone of all Airport runways at the Perry/Foley Airport.**

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

**SPECIAL CONSIDERATIONS BY DEPARTMENT: The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:**

- **No invoice activity for 6 months or No contract activity for 18 months**

**Effective July 1, 2010, Section 215.971, Florida Statutes (F.S.) now requires all new Joint Participation Agreement (JPA) the Department executes to clearly document contract deliverables and establish minimum level of services. The JPA scope of services will be required to clearly divide project tasks into quantifiable, measurable, and verifiable units of deliverables that must be received and accepted by the Department, in writing, prior to payment for services. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. Once the following items have been submitted to and approved in writing by the Department they will be added to this JPA under Exhibit "A" to meet the deliverable requirements under Section 215.971 F.S.:**

**Scope of Services**

**Design or Master Plan Phase**

1. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its third-party consultant. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the third-party consultant. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
  - a. Percentage Completed. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.
  - b. Completed Tasks. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

#### **Construction Phase**

4. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its construction contractor. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the contractor. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of

work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:

- a. **Percentage Completed.** For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.
- b. **Completed Tasks.** For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.
6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.



**EXHIBIT "B"**  
**PROJECT BUDGET**

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, 201 East Green Street, Perry, Florida 32347, referenced by the above Financial Project Number.

I.	PROJECT COST:				<b>\$80,000.00</b>
<hr/>					
	TOTAL PROJECT COST:				<b>\$80,000.00</b>
II.	PARTICIPATION:				
	Maximum Federal Participation				
	FTA, FAA	(	%)	or \$	<b>0.00</b>
	Agency Participation				
	In-Kind	(	%)	\$	
	Cash	(	%)	\$	<b>0.00</b>
	Other	(	%)	\$	
	Maximum Department Participation,				
	Primary				
	(DS)( <b>DDR</b> )(DIM)(PORT)(DPTO)	(	100%)	or	<b>\$80,000.00</b>
	Federal Reimbursable (DU)(FRA)(DFTA)	(	%)	or \$	
	Local Reimbursable (DL)	(	%)	or \$	
<hr/>					
	TOTAL PROJECT COST				<b>\$80,000.00</b>

**The Department participation in this project is up to and including \$80,000.00. This project is being accomplished under Rural Economic Development Initiative (REDI) and is being funded at 100% by the Department.**

## AVIATION PROGRAM ASSURANCES

FINANCIAL PROJECT NO.: 43381719413

EFFECTIVE DATE: \_\_\_\_\_

**A. General**

1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.
8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this project.
10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

**B. Agency Compliance Certification**

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following:

**a. Florida Statutes (F.S.)**

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

**b. Florida Administrative Code (FAC)**

- Chapter 9J-5, FAC, Review of Comprehensive Plans and Determination of Compliance
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports

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- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

**c. Local Government Requirements**

- Airport Zoning Ordinance
- Local Comprehensive Plan

**d. Department Requirements**

- Eight Steps to Building a New Airport
- Florida Airport Financial Resource Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Guidelines for Plan Development

2. **Construction Certification:** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

**a. Federal Requirements**

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design

**b. Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

**c. Department Requirements**

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports

3. **Land Acquisition Certification:** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

**a. Federal Requirements**

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

**b. Florida Requirements**

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

**C. Agency Authority**

## AVIATION PROGRAM ASSURANCES

1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

**D. Agency Responsibilities**

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System**

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

2. **Good Title**

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers**

- a. The Agency will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation**

- a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. **Airport Compatible Land Use**

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government

## AVIATION PROGRAM ASSURANCES

adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

**6. Consistency with Local Government Plans**

a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.

c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

**7. Consistency with Airport Master Plan and Airport Layout Plan**

a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.

b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:

(1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

**8. Airport Financial Plan**

a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.

(1) The financial plan shall be a part of the Airport Master Plan.

(2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.

(3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.

b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Joint Automated Capital Improvement Program (JACIP) online website.

**9. Airport Revenue**

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the

## AVIATION PROGRAM ASSURANCES

owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

**10. Fee and Rental Structure**

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the fair market value.
- c. The Agency assures that property or facility leases for aeronautical purposes shall not exceed a period of 30 years.

**11. Public-Private Partnership for Aeronautical Uses**

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. Duration of the terms or conditions in Section D11a shall not exceed a period of 30 years.

**12. Economic Nondiscrimination**

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

(1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

(2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

**13. Air and Water Quality Standards**

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

**14. Operations and Maintenance**

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

(1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.

(2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.

(3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

**15. Federal Funding Eligibility**

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- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

**16. Project Implementation**

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

**17. Exclusive Rights**

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

**18. Airfield Access**

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.
- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

**19. Retention of Rights and Interests**

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

**20. Consultant, Contractor, Scope, and Costs**

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

**21. Planning Projects**

If this project involves planning or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such material available for public review, unless exempt from public disclosure.
  - (1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.
  - (2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

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d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

(1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.

(2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.

(3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

## 22. Land Acquisition Projects

If this project involves the purchase of real property, the Agency assures that it will:

a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.

b. **Administration:** Maintain direct control of project administration, including:

(1) Maintain responsibility for all related contract letting and administrative procedures.

(2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.

(3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.

(4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.

(5) Establish a project account for the purchase of the land.

(6) Collect and disburse federal, state, and local project funds.

c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:

(1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.

(2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.

(3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.

(4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.



## AVIATION PROGRAM ASSURANCES

d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

- (1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
- (2) Complete an Airport Master Plan within two years of land purchase.
- (3) Complete airport construction for basic operation within 10 years of land purchase.

e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. **Disposal of Land:** For disposal of real property purchased in accordance with the terms and assurances of this Agreement, the Agency assures that it will comply with the following:

(1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its fair market value.

(2) Land shall be considered to be needed for airport purposes under this assurance if:

- (a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.
- (b) Revenue from uses of such land contributes to airport financial self-sufficiency.

(3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.

(4) For disposal of real property purchased with Department funding:

- (a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.
- (b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
- (c) Sale of real property acquired with Department funds shall be at fair market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.
- (d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

23. **Construction Projects:** The Agency assures that it will:

a. **Project Certifications:** Certify project compliances, including

- (1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- (2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- (3) Completed construction complies with all applicable local building codes.
- (4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

b. **Design Development:** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

- (1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

## AVIATION PROGRAM ASSURANCES

(2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.

(3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.

(4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

(1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.

(2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.

(3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. **Noise Mitigation Projects:** The Agency assures that it will:

a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

(1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.

(2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

b. **Private Agreements:** For noise compatibility projects on privately owned property,

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

**EXHIBIT - 'D'**  
**PROJECT AUDIT REQUIREMENTS**

Financial Project No. 43381719413

Contract No. \_\_\_\_\_

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the **the Taylor County Board of County Commissioners, 201 East Green Street, Perry, Florida 32347**

Insert or replace the following contract language within the "Audit Reports" section of all FDOT contracts. NOTE: Special attention, for the insertion of this information, should be made to "A" contracts.

The administration of resources awarded by the Department to the **Taylor County Board of County Commissioners** may be subject to audits and/or monitoring by the Department, as described in this section.

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be 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 recipient 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 recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the **Taylor County Board of County Commissioners** regarding such audit. The **Taylor County Board of County Commissioner** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the

recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

## **PART II: STATE FUNDED**

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient 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 governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient 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 nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient 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)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient 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 recipient 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 the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. 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.

## **PART III: OTHER AUDIT REQUIREMENTS**

The recipient 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 FDOT, 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.

## **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department at each of the following addresses:

Aviation Administrator  
1109 S. Marion Avenue, MS 2018

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Aviation Administrator  
1109 S. Marion Avenue, MS 2018  
Lake City, Florida 32025-5874

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Aviation Administrator  
1109 S. Marion Avenue, MS 2018  
Lake City, Florida 32025-5874

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department at each of the following addresses:

Aviation Administrator  
1109 S. Marion Avenue, MS 2018  
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

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

- A. The Department at each of the following addresses:

Aviation Administrator  
1109 S. Marion Avenue, MS 2018  
Lake City, Florida 32025-5874

5. 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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, 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 recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five 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 recipient 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 years from the date the audit report is issued, unless extended in writing by the Department.

**FEDERAL** and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient 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 recipient 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 recipient 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.

### **FEDERAL RESOURCES**

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
Federal Aviation Administration	20.106	\$0.00

#### Compliance Requirements

- 1.
- 2.
- 3.

### **STATE RESOURCES**

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number &amp; Title)</u>	<u>Amount</u>
Florida Department of Transportation	55004	\$80,000.00

#### Compliance Requirements

- 1.
- 2.
- 3.

#### Matching Resources for Local Agency

<u>Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
Taylor County Board of County Commissioners		\$0.00

#### Compliance Requirements

- 1.
- 2.
- 3.

**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 1 be provided to the recipient.**



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to review and approve the Florida Department of Transportation Joint Participation Agreement (JPA) # 21733249413 and Resolution for the purchase and upgrade of a Jet "A" Fueling System for Perry Foley Airport.

**MEETING DATE REQUESTED:**

March 4, 2013

**Statement of Issue:** Board to approve JPA and Resolution in the amount of \$60,000 to be used for the purchase and upgrades to a Jet "A" Fuel System for Perry Foley Airport.

**Recommended Action:** Approve the FDOT Joint Participation Agreement and Resolution

**Fiscal Impact:** The JPA is in the amount of \$60,000. The project will be 100% grant funded . THE COUNTY IS NOT PROVIDING A MATCH.

**Budgeted Expense:** Y/N Not applicable, the County is not providing a cash match.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The FDOT Joint Participation Agreement provides a grant in the amount of \$60,000 for the purchase and upgrades of a Jet "A" Fuel System for Perry Foley Airport. The fuel will be sold to users of aircrafts which use Jet "A" fuel. The County currently sells 100 LL fuel at the Airport. Ward Ketring currently owns the Jet "A" fuel system at the Airport. The County obtained an appraisal for the purchase of the existing system owned by Ketring and the cost of upgrades needed to enhance the system. Upon review, FDOT Aviation Division approved the appraisal and upgrade costs. The County requested and received a waiver of a cash match through the Rural Economic Development Initiative (REDI).

**Attachments:** FDOT Joint Participation Agreement and Resolution



## 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

Upon motion of Commissioner \_\_\_\_\_ with second by Commissioner \_\_\_\_\_ and a vote of \_\_\_\_\_ the Board of Taylor County Board of County Commissioners, adopt the following resolution:

### RESOLUTION

**WHEREAS**, The *Taylor County Board of Commissioners*, and the *State of Florida Department of Transportation (FDOT)* have determined it to be in their mutual interest to facilitate the development of the herein described project at the *Perry Foley Airport*, to wit:

#### **FOR THE PURCHASE AND UPGRADE OF A JET "A" FUELING SYSTEM** **Financial Project No: 21733249413**

**WHEREAS**, the State of Florida Department of Transportation (FDOT), and the Taylor County Board of County Commissioners have agreed to the project; the project has an estimated cost of \$60,000; FDOT will be funding 100% of the project at a maximum of \$60,000 related to eligible project costs, as Taylor County is eligible for 100% funding under the Rural Economic Development Initiative (REDI); and;

**WHEREAS**, both parties now wish to formalize the arrangement in the form of a Joint Participation Agreement (JPA).

**NOW THEREFORE**, be it resolved, as follows:

1. The **TAYLOR COUNTY BOARD OF COMMISSIONERS** confirms its desire to enter into a Joint Participation Agreement with the *State of Florida Department of Transportation*;
2. *Taylor County is eligible for 100% funding for the project under the Rural Economic Development Initiative (REDI)*;
3. The Chairwoman, Pam Feagle, or her authorized designee, is authorized to execute this Resolution of the Taylor County Board of Commissioners; and
4. The Chairwoman, Pam Feagle, or her authorized designee, is herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced Joint Participation Agreement with the State of Florida Department of Transportation

**WITNESSETH:** Adopted the 4<sup>th</sup> day of March 2013 in Regular Session by the *Taylor County Board of Commissioners*.

**Board of County Commissioners**  
**Taylor County, Florida**

By: \_\_\_\_\_  
**Pam Feagle, Chairwoman**

Attest: \_\_\_\_\_  
**Annie Mae Murphy, Clerk**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**JOINT PARTICIPATION AGREEMENT**

725-030-06  
PUBLIC TRANSPORTATION  
06/11  
Page 1 of 14

Financial Project Number(s): (item-segment-phase-sequence) 21733249413	Fund: DDR Function: 637 Federal Number: N/A DUNS Number: 80-939-7102	FLAIR Category.: 088719 Object Code: 750004 Org. Code: 55022020228 Vendor No.: F 596 000 879 001 CSFA Number: 55004
Contract Number:		
CFDA Number: N/A		

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter referred to as the Department, and The TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
201 EAST GREEN STREET, PERRY, FLORIDA 32347  
hereinafter referred to as Agency. The Department and Agency agree that all terms of this Agreement will be completed on or before March 30, 2014 and this Agreement will expire unless a time extension is provided in accordance with Section 18.00.

W I T N E S S E T H :

WHEREAS, the Agency has the authority to enter into said Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under 332.006(6)(Aviation Only),  
Florida Statutes, to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

**1.00 Purpose of Agreement:** The purpose of this Agreement is  
FOR THE PURCHASE AND UPGRADE OF A JET "A" FUELING SYSTEM.

PLEASE ENSURE YOU READ AND UNDERSTAND ALL CONDUCTIONS AND REQUIREMENTS LISTED IN EXHIBIT "A".

THIS PROJECT IS BEING FUNDED UNDER THE RURAL ECONOMIC DEVELOPMENT INITIATIVE (REDI) PROGRAM BY THE DEPARTMENT AT 100% FUNDING.

and as further described in Exhibit(s) A, B, C and D attached hereto and by this reference made a part hereof, hereinafter referred to as the project, and to provide Departmental financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

## 2.00 Accomplishment of the Project

**2.10 General Requirements:** The Agency shall commence, and complete the project as described in Exhibit "A" attached hereto and by this reference made a part hereof this Agreement, with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws.

**2.20 Pursuant to Federal, State, and Local Law:** In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.30 Funds of the Agency:** The Agency shall initiate and prosecute to completion all proceedings necessary including federal aid requirements to enable the Agency to provide the necessary funds for completion of the project.

**2.40 Submission of Proceedings, Contracts and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts and other documents relating to the project as the Department may require as listed in Exhibit "C" attached hereto and by this reference made a part hereof.

**3.00 Project Cost:** The total estimated cost of the project is \$ \$60,000.00. This amount is based upon the estimate summarized in Exhibit "B" attached hereto and by this reference made a part hereof this Agreement. The Agency agrees to bear all expenses in excess of the total estimated cost of the project and any deficits involved.

**4.00 Department Participation:** The Department agrees to maximum participation, including contingencies, in the project in the amount of \$ \$60,000.00 as detailed in Exhibit "B", or in an amount equal to the percentage(s) of total cost shown in Exhibit "B", whichever is less.

**4.10 Project Cost Eligibility :** Project costs eligible for State participation will be allowed only from the effective date of this agreement. It is understood that State participation in eligible project costs is subject to:

- (a) Legislative approval of the Department's appropriation request in the adopted work program year that the project is scheduled to be committed;
- (b) Availability of funds as stated in Section 17.00 of this Agreement;
- (c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement;
- (d) Department approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available.

**4.20 Front End Funding :** Front end funding ☒ is ☐ is not applicable. If applicable, the Department may initially pay 100% of the total allowable incurred project costs up to an amount equal to its total share of participation as shown in paragraph 4.00.

**5.00 Retainage :** Retainage ☐ is ☒ is not applicable. If applicable, \_\_\_\_\_ percent of the Department's total share of participation as shown in paragraph 4.00 is to be held in retainage to be disbursed, at the Department's discretion, on or before the completion of the final project audit.

## **6.00 Project Budget and Payment Provisions:**

**6.10 The Project Budget:** A project budget shall be prepared by the Agency and approved by the Department. The Agency shall maintain said budget, carry out the project and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved budget for the project. No budget increase or decrease shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved by the Department Comptroller.

**6.20 Payment Provisions:** Unless otherwise allowed under Section 4.20, payment will begin in the year the project or project phase is scheduled in the work program as of the date of the agreement. Payment will be made for actual costs incurred as of the date the invoice is submitted with the final payment due upon receipt of a final invoice.

## **7.00 Accounting Records:**

**7.10 Establishment and Maintenance of Accounting Records:** The Agency shall establish for the project, in conformity with requirements established by Department's program guidelines/procedures and "Principles for State and Local Governments", separate accounts to be maintained within its existing accounting system or establish independent accounts. Such accounts are referred to herein collectively as the "project account". Documentation of the project account shall be made available to the Department upon request any time during the period of the Agreement and for three years after final payment is made.

**7.20 Funds Received Or Made Available for The Project:** The Agency shall appropriately record in the project account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all payments received by it from the Department pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the project, which Department payments and other funds are herein collectively referred to as "project funds". The Agency shall require depositories of project funds to secure continuously and fully all project funds in excess of the amounts insured under federal plans, or under State plans which have been approved for the deposit of project funds by the Department, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State Law for the security of public funds, or as approved by the Department.

**7.30 Costs Incurred for the Project:** The Agency shall charge to the project account all eligible costs of the project. Costs in excess of the latest approved budget or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**7.40 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

**7.50 Checks, Orders, and Vouchers:** Any check or order drawn by the Agency with respect to any item which is or will be chargeable against the project account will be drawn only in accordance with a properly signed voucher then on file in the office of the Agency stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other such documents.

**7.60 Audit Reports:** In addition to the requirements below, the Agency agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department, including but not limited to site visits and limited scope audits. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the State Comptroller or Auditor General. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of three years from the date the audit report is issued, and shall allow the Department access to such records and working papers upon request. The following requirements do 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 state agency inspector general, the Auditor General, or any other state official.

The Agency shall comply with all audit and audit reporting requirements as specified in Exhibit "D" attached hereto and by this reference made a part hereof this Agreement.

**7.61 Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, and/or other procedures. The Agency 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 Agency is appropriate, the Agency agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

**7.62 Audits:**

**Part I Federally Funded:** If the Agency is a state, local government, or non-profit organizations as defined in OMB Circular A-133 and a recipient of federal funds, the following annual audit criteria will apply:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "D" to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, Paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133.

3. If the recipient expends less than the amount in Part I, Paragraph 1., an audit conducted in accordance with the provisions of OMB Circular A-133, is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from resources obtained from other than Federal entities.

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

**Part II State Funded:** If the Agency is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, and a recipient of state funds, the following annual audit criteria will apply:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient 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 governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "D" to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient 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 nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, Paragraph 1., the recipient 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 Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than the amount in Part II, Paragraph 1., such audit is not required. If the recipient elects to conduct such an audit, the cost of the audit must be paid from the recipient's resources obtained from nonstate entities.

4. 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.

### Part III Other Audit Requirements

1. The Agency 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.
2. 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 Comptroller, 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.

### Part IV Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Section 7.62 Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, by or on behalf of the recipient directly to each of the following:
  - A. The Department at each of the following addresses:  
Roland C. Luster  
1109 S. Marion Avenue  
Mail Station 2018  
Lake City, Florida 32025-5874
  - B. The number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, submitted to the following address:  
  
Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132
  - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133.
2. In the event that a copy of the reporting package for an audit required by Section 7.62 Part I of this Agreement and conducted in accordance with OMB Circular A-133 is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:  
  
Roland C. Luster  
1109 S. Marion Avenue  
Mail Station 2018  
Lake City, Florida 32025-5874

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, and any management letters issued by the auditor, to the Department at each of the following addresses:

Roland C. Luster  
1109 S. Marion Avenue  
Mail Station 2018  
Lake City, Florida 32025-5874



3. Copies of financial reporting packages required by Section 7.62 Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Roland C. Luster  
1109 S. Marion Avenue  
Mail Station 2018  
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

4. Copies of reports or the management letter required by Section 7.62 Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:

A. The Department at each of the following addresses:

Roland C. Luster  
1109 S. Marion Avenue  
Mail Station 2018  
Lake City, Florida 32025-5874

5. 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, Section 215.97, Florida Statutes, and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, 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 Agency in correspondence accompanying the reporting package.

**7.63 Record Retention:** The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO or Auditor General access to such records upon request. The Agency shall ensure that the independent audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department. Records of costs incurred under the 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 five 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 Participant's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

**7.64 Other Requirements:** If an audit discloses any significant audit findings related to any award, including material noncompliance with individual project compliance requirements or reportable conditions in internal controls of the Agency, the Agency shall submit as part of the audit package to the Department a plan for corrective action to eliminate such audit findings or a statement describing the reasons that corrective action is not necessary. The Agency shall take timely and appropriate corrective action to any audit findings, recommendations, and corrective action plans.



**7.65 Insurance:** Execution of this Joint Participation Agreement constitutes a certification that the Agency has and will maintain the ability to repair or replace any project equipment or facilities in the event of loss or damage due to any accident or casualty for the useful life of such equipment or facilities. In the event of the loss of such equipment or facilities, the Agency shall either replace the equipment or facilities or reimburse the Department to the extent of its interest in the lost equipment or facility. In the event this Agreement is for purchase of land or for the construction of infrastructure such as airport runways the Department may waive or modify this section.

#### **8.00 Requisitions and Payments:**

**8.10 Action by the Agency:** In order to obtain any Department funds, the Agency shall file with the Department of Transportation, District Two Public Transportation Office LAKE CITY, FL, 32025-5874 its requisition on a form or forms prescribed by the Department, and any other data pertaining to the project account (as defined in Paragraph 7.10 hereof) to justify and support the payment requisitions.

**8.11** Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

**8.12** Invoices for any travel expenses shall be submitted in accordance with Chapter 112.061, F.S. The Department may establish rates lower than the maximum provided in Chapter 112.061, F.S.

**8.13** For real property acquired, submit;

- (a) the date the Agency acquired the real property,
- (b) a statement by the Agency certifying that the Agency has acquired said real property, and actual consideration paid for real property.
- (c) a statement by the Agency certifying that the appraisal and acquisition of the real property together with any attendant relocation of occupants was accomplished in compliance with all federal laws, rules and procedures required by any federal oversight agency and with all state laws, rules and procedures that may apply to the Agency acquiring the real property.

**8.20 The Department's Obligations:** Subject to other provisions hereof, the Department will honor such requisitions in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment on the project if:

**8.21 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

**8.22 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement, or payments to the project;

**8.23 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this agreement, requires the approval of the Department or has made related expenditures or incurred related obligations without having been advised by the Department that same are approved;

**8.24 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained herein;  
or

**8.25 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**8.26 Federal Participation (If Applicable):** Any federal agency providing federal financial assistance to the project suspends or terminates federal financial assistance to the project. In the event of suspension or termination of federal financial assistance, the Agency will reimburse the Department for all disallowed costs, including any and all federal financial assistance as detailed in Exhibit "B."

**8.30 Disallowed Costs:** In determining the amount of the payment, prior to receipt of annual notification of funds availability, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the project, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department and costs invoiced prior to receipt of annual notification of fund availability.

**8.40 Payment Offset:** If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this agreement, the Department may offset such amount from payments due for work or services done under any public transportation joint participation agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting amounts shall not be considered a breach of contract by the Department.

## **9.00 Termination or Suspension of Project:**

**9.10 Termination or Suspension Generally:** If the Agency abandons or, before completion, finally discontinues the project; or if, by reason of any of the events or conditions set forth in Sections 8.21 to 8.26 inclusive, or for any other reason, the commencement, prosecution, or timely completion of the project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

**9.11 Action Subsequent to Notice of Termination or Suspension.** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as project costs; and (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Agency or the closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

**9.12** The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Agreement.

**10.00 Remission of Project Account Upon Completion of Project:** Upon completion of the project, and after payment, provision for payment, or reimbursement of all project costs payable from the project account is made, the Agency shall remit to the Department its share of any unexpended balance in the project account.

**11.00 Audit and Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the project.

## **12.00 Contracts of the Agency:**

**12.10 Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department joint participation funds, including consultant, construction or purchase of commodities contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department as provided in Section 8.23. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

**12.20 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with an Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency complying in full with provisions of Chapter 287, F.S., Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the Consultant Selection Process for all contracts. In all cases, the Agency's Attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

### **12.30 Disadvantaged Business Enterprise (DBE) Policy**

**12.31 DBE Policy:** The Agency and its contractors agree to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, all recipients, and contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. Grantees, recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department assisted contracts.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*)

**12.40** The Agency agrees to report any reasonable cause notice of noncompliance based on 49 CFR Part 26 filed under this section to the Department within 30 days of receipt by the Agency.

### **13.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**13.10 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin. The Agency will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**13.20 Title VI - Civil Rights Act of 1964:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, *et seq.*), the Regulations of the Federal Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

**13.30 Title VIII - Civil Rights Act of 1968:** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968, 42 USC 3601, *et seq.*, which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

**13.40 Americans with Disabilities Act of 1990 (ADA):** Execution of this Joint Participation Agreement constitutes a certification that the Agency will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and the assurance by the Agency pursuant thereto.

**13.50 Prohibited Interests:** The Agency shall not enter into a contract or arrangement in connection with the project or any property included or planned to be included in the project, with any officer, director or employee of the Agency, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.

"Material Interest" means direct or indirect ownership of more than 5 percent of the total assets or capital stock of any business entity.

The Agency shall not enter into any contract or arrangement in connection with the project or any property included or planned to be included in the project, with any person or entity who was represented before the Agency by any person who at any time during the immediately preceding two years was an officer, director or employee of the Agency.

The provisions of this subsection shall not be applicable to any agreement between the Agency and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Agency and an agency of state government.

**13.60 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

#### **14.00 Miscellaneous Provisions:**

**14.10 Environmental Pollution:** Execution of this Joint Participation Agreement constitutes a certification by the Agency that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred in connection therewith.

**14.20 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any party other than the Agency.

**14.30 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency 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 Agency, 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.

**14.40 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

**14.50 Bonus or Commission:** By execution of the Agreement the Agency represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**14.60 State or Territorial Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law: Provided, that if any of the provisions of the Agreement violate any applicable State law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

**14.70 Use and Maintenance of Project Facilities and Equipment:** The Agency agrees that the project facilities and equipment will be used by the Agency to provide or support public transportation for the period of the useful life of such facilities and equipment as determined in accordance with general accounting principles and approved by the Department. The Agency further agrees to maintain the project facilities and equipment in good working order for the useful life of said facilities or equipment.

**14.71 Property Records:** The Agency agrees to maintain property records, conduct physical inventories and develop control systems as required by 49 CFR Part 18, when applicable.

**14.80 Disposal of Project Facilities or Equipment:** If the Agency disposes of any project facility or equipment during its useful life for any purpose except its replacement with like facility or equipment for public transportation use, the Agency will comply with the terms of 49 CFR Part 18 relating to property management standards. The Agency agrees to remit to the Department a proportional amount of the proceeds from the disposal of the facility or equipment. Said proportional amount shall be determined on the basis of the ratio of the Department financing of the facility or equipment as provided in this Agreement.

**14.90 Contractual Indemnity:** To the extent provided by law, the Agency shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Agency, its agents, or employees, during the performance of the Agreement, except that neither the Agency, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by the Agency in the performance of services required under this Agreement, the Department will immediately forward the claim to the Agency. The Agency and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of the Agency in the defense of the claim or to require that the Agency defend the Department in such claim as described in this section. The Department's failure to promptly notify the Agency of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Agency. The Department and the Agency will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses at trial.

**15.00 Plans and Specifications:** In the event that this Agreement involves the purchasing of capital equipment or the constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the project and comments or recommendations concerning any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause for nonpayment by the Department as provided in paragraph 8.23.

**16.00 Project Completion, Agency Certification:** The Agency will certify in writing on or attached to the final invoice, that the project was completed in accordance with applicable plans and specifications, is in place on the Agency facility, that adequate title is in the Agency and that the project is accepted by the Agency as suitable for the intended purpose.

#### **17.00 Appropriation of Funds:**

**17.10** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

**17.20 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are hereby incorporated: "(a) The Department, 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 1 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 dollars and which have a term for a period of more than 1 year."

**18.00 Expiration of Agreement:** The Agency agrees to complete the project on or before March 30, 2014. If the Agency does not complete the project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Director of Planning and Production. Expiration of this Agreement will be considered termination of the project and the procedure established in Section 9.00 of this Agreement shall be initiated.

**18.10 Final Invoice:** The Agency must submit the final invoice on this project to the Department within 120 days after the expiration of this Agreement.

**19.00 Agreement Format:** 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.

**20.00 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**21.00 Restrictions on Lobbying:**

**21.10 Federal:** The Agency agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**21.20 State:** No funds received pursuant to this contract may be expended for lobbying the Legislature or a state agency.



**22.00 Vendors Rights:** Vendors (in this document identified as Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The 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.

If a payment is not available within 40 days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), F.S. will be due and payable, in addition to the invoice amount to the Agency. The interest penalty provision applies after a 35 day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices which have to be returned to an Agency because of vendor 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.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 413-5516.

**23.00 Public Entity Crime:** 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 s. 287.017, F.S. for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**24.00 Discrimination:** 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.

## **25.00 E-Verify**

Vendors/Contractors:

1. 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 Vendor/Contractor during the term of the contract; and
2. 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.

Financial Project No(s). 21733249413

Contract No.

Agreement Date

IN WITNESS WHEREOF, the parties hereto have caused these presents be executed, the day and year first above written.

AGENCY

The TAYLOR COUNTY BOARD OF COUNTY  
COMMISSIONERS

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

SIGNATURE

TITLE

FDOT

See attached Encumbrance Form for date of Funding  
Approval by Comptroller

LEGAL REVIEW  
DEPARTMENT OF TRANSPORTATION

DEPARTMENT OF TRANSPORTATION  
Robert L. Parks, P.E.  
Director of Planning and Production

TITLE



**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, 201 East Green Street, Perry, Florida 32347 referenced by the above Financial Project Number.

**PROJECT LOCATION:**

**Perry/Foley Airport  
Perry, Florida  
Taylor County**

**PROJECT DESCRIPTION:**

**For the purchase and upgrade of a Jet "A" fueling system at the Perry/Foley Airport.**

**SPECIAL CONSIDERATIONS BY AGENCY:**

The audit report(s) required in paragraph 7.60 of the Agreement shall include a schedule of project assistance that will reflect the Department's contract number, Financial Project Number and the Federal Identification number, where applicable, and the amount of state funding action (receipt and disbursement of funds) and any federal or local funding action and the funding action from any other source with respect to the project.

**SPECIAL CONSIDERATIONS BY DEPARTMENT: The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:**

- **No invoice activity for 6 months or No contract activity for 18 months**

**Effective July 1, 2010, Section 215.971, Florida Statutes (F.S.) now requires all new Joint Participation Agreement (JPA) the Department executes to clearly document contract deliverables and establish minimum level of services. The JPA scope of services will be required to clearly divide project tasks into quantifiable, measurable, and verifiable units of deliverables that must be received and accepted by the Department, in writing, prior to payment for services. Each deliverable must specify the required level of service to be performed and the Department's criteria for evaluating successful completion. Once the following items have been submitted to and approved in writing by the Department they will be added to this JPA under Exhibit "A" to meet the deliverable requirements under Section 215.971 F.S.:**

**Scope of Services**

**Design or Master Plan Phase**

1. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its third-party consultant. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the third-party consultant. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its third-party consultant. The schedule of values shall be a complete and detailed itemization describing each subcategory of work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The consultant should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:
  - a. Percentage Completed. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage completed for the item, and the dollar value for the percentage completed.
  - b. Completed Tasks. For this method the consultant's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.
2. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.
3. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the third-party consultant. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.

#### **Construction Phase**

4. A signed copy of the approved scope of services and schedule of values that are incorporated into an agreement between the Agency and its construction contractor. The scope of services must include or incorporate by reference a schedule of values that will be used to approve and make payments to the contractor. The scope of services and included schedule of values must be approved in writing by the Department before the Agency enters into an agreement with its contractor. The schedule of values shall be a complete and detailed itemization describing each subcategory of

**work and related pay items and their associated total value, quantity, unit of measurement and unit price/cost. The contractor should invoice the Agency on a regular basis using the approved schedule of values and one of the following methods:**

- a. Percentage Completed. For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for the item, the percentage competed for the item, and the dollar value for the percentage completed.**
- b. Completed Tasks. For this method the contractor's invoice should list a detail description of each task in the approved scope of services and schedule of values, the dollar value amount for each item, indicate which task have been completed, and the dollar value for each task completed.**
- 5. The contractor should submit their pay request to the Agency's project inspector for approval using the standard "Application and Certificate for Payment" form. The Agency's project inspector will review and approve the contractor's pay request certifying the percentage of completion and/or quantities are correct.**
- 6. The Agency shall sign each invoice submitted to the Department and certify thereon that the Agency has verified that the percentages of and/or task completions are correct and that the amounts indicated on the invoice are correct.**
- 7. Any change(s) to the approved scope of services or schedule of values will require a change order approved by the Department, and signed by the Agency and the contractor. Invoices incorporating unapproved changes cannot be submitted by the Agency or paid by the Department.**

**EXHIBIT "B"**  
**PROJECT BUDGET**

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, 201 East Green Street, Perry, Florida 32347, referenced by the above Financial Project Number.

I.	PROJECT COST:				<b>\$60,000.00</b>
	TOTAL PROJECT COST:				<b>\$60,000.00</b>
II.	PARTICIPATION:				
	Maximum Federal Participation				
	FTA, FAA	(	%)	or \$	<b>0.00</b>
	Agency Participation				
	In-Kind	(	%)	\$	
	Cash	(	%)	\$	<b>0.00</b>
	Other	(	%)	\$	
	Maximum Department Participation,				
	Primary				
	(DS)( <b>DDR</b> )(DIM)(PORT)(DPTO)	(	<b>100%</b> )	or \$	<b>\$60,000.00</b>
	Federal Reimbursable (DU)(FRA)(DFTA)	(	%)	or \$	
	Local Reimbursable (DL)	(	%)	or \$	
	TOTAL PROJECT COST				<b>\$60,000.00</b>

**The Department participation in this project is up to and including \$60,000.00. This project is being accomplished under Rural Economic Development Initiative (REDI) and is being funded at 100% by the Department.**

## AVIATION PROGRAM ASSURANCES

FINANCIAL PROJECT NO.: 21733249413

EFFECTIVE DATE: \_\_\_\_\_

**A. General**

1. The assurances herein shall form an integral part of the Joint Participation Agreement (Agreement) between the State of Florida, Department of Transportation (Department) and the airport sponsor, whether county or municipal government body or special district, such as an Airport Authority (herein, collectively referred to as "Agency").
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of Exhibit A, "Project Description and responsibilities" and Exhibit B, "Project Budget", as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.
3. The Agency shall comply with the assurances as specified in this Agreement.
4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.
5. There shall be no limit on the duration on the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.
6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.
7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms of the Agreement and/or these assurances.
8. An Agency that has been determined by the Department to have failed to comply with the terms of the Agreement and/or these assurances shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.
9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this project.
10. Any history of failure to comply with the terms of an Agreement and/or assurances will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

**B. Agency Compliance Certification**

1. **General Certification:** The Agency hereby certifies, with respect to this project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local government, as well as Department policies, guidelines, and requirements, including but not limited to the following:

**a. Florida Statutes (F.S.)**

- Chapter 163, F.S., Local Government Comprehensive Planning and Land Development
- Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
- Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
- Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
- Chapter 332, F.S., Airports and Other Air Navigation Facilities
- Chapter 333, F.S., Airport Zoning

**b. Florida Administrative Code (FAC)**

- Chapter 9J-5, FAC, Review of Comprehensive Plans and Determination of Compliance
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300(5) FAC, Open Burning, Prohibitions, Public Airports

## AVIATION PROGRAM ASSURANCES

- Section 62-701.320(13), FAC, Solid Waste Management, Permitting, Airport Safety

c. **Local Government Requirements**

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. **Department Requirements**

- Eight Steps to Building a New Airport
- Florida Airport Financial Resource Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Guidelines for Plan Development

2. **Construction Certification:** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to the following:

a. **Federal Requirements**

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design

b. **Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

c. **Department Requirements**

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, Florida Administrative Code, "Airfield Standards for Licensed Airports"
- Standard Specifications for Construction of General Aviation Airports

3. **Land Acquisition Certification:** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and state policies, regulations, and laws, including but not limited to the following:

a. **Federal Requirements**

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. **Florida Requirements**

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. **Agency Authority**

## AVIATION PROGRAM ASSURANCES

1. **Legal Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has the legal authority to enter into this Agreement and commit to this project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority:** The Agency hereby certifies, with respect to this project Agreement, that it has sufficient funds available for that portion of the project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this project.

**D. Agency Responsibilities**

The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

**1. Accounting System**

- a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.
- b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- c. The Department has the right to audit and inspect all financial records of the airport upon reasonable notice.

**2. Good Title**

- a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.
- b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

**3. Preserving Rights and Powers**

- a. The Agency will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
- b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

**4. Hazard Removal and Mitigation**

- a. For airport hazards located on airport controlled property, the Agency will clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.
- b. For airport hazards not located on airport controlled property, the Agency will work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

**5. Airport Compatible Land Use**

- a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., "Airport Zoning", or if not in place, that it will take appropriate action necessary to ensure local government

## AVIATION PROGRAM ASSURANCES

adoption of an airport zoning ordinance or interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

**6. Consistency with Local Government Plans**

a. The Agency assures the project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the project.

c. The Agency will consider and take appropriate actions, if deemed warranted, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

**7. Consistency with Airport Master Plan and Airport Layout Plan**

a. The Agency assures that any project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Master Plan.

b. The Agency assures that this project, covered by the terms and assurances of this Agreement, is consistent with the current, approved Airport Layout Plan (ALP), which shows:

(1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;

(2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and

(3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Department.

**8. Airport Financial Plan**

a. The Agency assures that it will develop and maintain a cost-feasible financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto.

(1) The financial plan shall be a part of the Airport Master Plan.

(2) The financial plan shall realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.

(3) The financial plan shall not include Department funding for projects which are inconsistent with the local government comprehensive plan.

b. All project cost estimates contained in the financial plan shall be entered into and kept current in the Joint Automated Capital Improvement Program (JACIP) online website.

**9. Airport Revenue**

The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the



## AVIATION PROGRAM ASSURANCES

owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

**10. Fee and Rental Structure**

- a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.
- b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the fair market value.
- c. The Agency assures that property or facility leases for aeronautical purposes shall not exceed a period of 30 years.

**11. Public-Private Partnership for Aeronautical Uses**

- a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.
- b. Duration of the terms or conditions in Section D11a shall not exceed a period of 30 years.

**12. Economic Nondiscrimination**

- a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.
  - (1) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
  - (2) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.
- b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

**13. Air and Water Quality Standards**

The Agency assures that in projects involving airport location, major runway extension, or runway location that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

**14. Operations and Maintenance**

- a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.
  - (1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
  - (2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
  - (3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.
- b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

**15. Federal Funding Eligibility**

## AVIATION PROGRAM ASSURANCES

- a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.
- b. Ineligibility for federal funding of airport projects will render the Agency ineligible for state funding of airport projects.

**16. Project Implementation**

- a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this airport project within one year after the effective date of this Agreement.
- b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.
- c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

**17. Exclusive Rights**

The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

**18. Airfield Access**

- a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.
- b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

**19. Retention of Rights and Interests**

The agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or aviation easements on any property, airport or non airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

**20. Consultant, Contractor, Scope, and Costs**

- a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.
- b. Further, the Department maintains the right to disapprove the proposed project scope and cost of professional services.

**21. Planning Projects**

If this project involves planning or other aviation studies, the Agency assures that it will:

- a. Execute the project per the approved project narrative or with approved modifications.
- b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.
- c. Make such material available for public review, unless exempt from public disclosure.
  - (1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 Florida Statutes.
  - (2) No material prepared under this Agreement shall be subject to copyright in the United States or any other country.

## AVIATION PROGRAM ASSURANCES

- d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.
- e. If the project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:
- (1) Provide copies, in electronic and editable format, of final project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
  - (2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
  - (3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).
- f. The Agency understands and agrees that Department approval of this project Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.
- g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.
- h. The Department may extend the 5-day requirement for the approval and inspection of goods and services to allow for adequate time for review (reference Section 215.422(1), F.S.).

**22. Land Acquisition Projects**

If this project involves the purchase of real property, the Agency assures that it will:

- a. **Laws:** Acquire the land in accordance with federal and state laws governing such action.
- b. **Administration:** Maintain direct control of project administration, including:
  - (1) Maintain responsibility for all related contract letting and administrative procedures.
  - (2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
  - (3) Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
  - (4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
  - (5) Establish a project account for the purchase of the land.
  - (6) Collect and disburse federal, state, and local project funds.
- c. **Reimbursable Funds:** If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, Florida Statutes, the Agency will comply with the following requirements:
  - (1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
  - (2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, Florida Statutes.
  - (3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are to achieve normal project state and local funding shares as described in Chapter 332, Florida Statutes.
  - (4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

## AVIATION PROGRAM ASSURANCES

d. **New Airport:** If this project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

- (1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
- (2) Complete an Airport Master Plan within two years of land purchase.
- (3) Complete airport construction for basic operation within 10 years of land purchase.

e. **Use of Land:** The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. **Disposal of Land:** For disposal of real property purchased in accordance with the terms and assurances of this Agreement, the Agency assures that it will comply with the following:

- (1) For land purchased for airport development or noise compatibility purposes, the Agency will, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its fair market value.
- (2) Land shall be considered to be needed for airport purposes under this assurance if:
  - (a) It serves aeronautical purposes, e.g. runway protection zone or as a noise buffer.
  - (b) Revenue from uses of such land contributes to airport financial self-sufficiency.
- (3) Disposition of land under Section 22f(1) or (2), above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
- (4) For disposal of real property purchased with Department funding:
  - (a) The Agency will reimburse the Department a proportional amount of the proceeds of the sale of any airport-owned real property.
  - (b) The proportional amount shall be determined on the basis of the ratio of the Department financing of the acquisition of the real property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
  - (c) Sale of real property acquired with Department funds shall be at fair market value as determined by appraisal, and the contract for sale must be approved in advance by the Department.
  - (d) If any portion of the proceeds from the sale to the Agency is non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

23. **Construction Projects:** The Agency assures that it will:

a. **Project Certifications:** Certify project compliances, including

- (1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
- (2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
- (3) Completed construction complies with all applicable local building codes.
- (4) Completed construction complies with the project plans and specifications with certification of that fact by the project Engineer.

b. **Design Development:** For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Agency will certify that:

- (1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.

## AVIATION PROGRAM ASSURANCES

(2) The plans shall be consistent with the intent of the project as defined in Exhibit A and Exhibit B of this Agreement.

(3) The project Engineer shall perform a review of the certification requirements listed in Section B2 above and make a determination as to their applicability to this project.

(4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. **Inspection and Approval:** The Agency assures that:

(1) The Agency will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Department for the project.

(2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.

(3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to Department standards.

d. **Pavement Preventive Maintenance:** The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. **Noise Mitigation Projects:** The Agency assures that it will:

a. **Government Agreements:** For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

(1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.

(2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the agreement.

b. **Private Agreements:** For noise compatibility projects on privately owned property,

(1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.

(2) The Agency assures that it will take steps to enforce the agreement if there is substantial non-compliance with the terms of the agreement.

**EXHIBIT - 'D'**  
**PROJECT AUDIT REQUIREMENTS**

Financial Project No. 21733249413

Contract No. \_\_\_\_\_

This exhibit forms an integral part of that certain Joint Participation Agreement between the State of Florida, Department of Transportation and the **the Taylor County Board of County Commissioners, 201 East Green Street, Perry, Florida 32347**

Insert or replace the following contract language within the "Audit Reports" section of all FDOT contracts. NOTE: Special attention, for the insertion of this information, should be made to "A" contracts.

The administration of resources awarded by the Department to the **Taylor County Board of County Commissioners** may be subject to audits and/or monitoring by the Department, as described in this section.

**MONITORING**

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be 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 recipient 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 recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the **Taylor County Board of County Commissioners** regarding such audit. The **Taylor County Board of County Commissioner** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the

recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

## **PART II: STATE FUNDED**

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year, the recipient 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 governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient 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 nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient 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)(d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient 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 recipient 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 the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. 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.

## **PART III: OTHER AUDIT REQUIREMENTS**

The recipient 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 FDOT, 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.

## **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department at each of the following addresses:

Aviation Administrator  
1109 S. Marion Avenue, MS 2018

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to each of the following:

Aviation Administrator  
1109 S. Marion Avenue, MS 2018  
Lake City, Florida 32025-5874

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at each of the following addresses:

Aviation Administrator  
1109 S. Marion Avenue, MS 2018  
Lake City, Florida 32025-5874

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department at each of the following addresses:

Aviation Administrator  
1109 S. Marion Avenue, MS 2018  
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

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:

- A. The Department at each of the following addresses:

Aviation Administrator  
1109 S. Marion Avenue, MS 2018  
Lake City, Florida 32025-5874

5. 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) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, 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 recipient in correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five 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 recipient 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 years from the date the audit report is issued, unless extended in writing by the Department.

## EXHIBIT - 1

**FEDERAL** and/or **STATE** resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient 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 recipient 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 recipient 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.

### **FEDERAL RESOURCES**

<u>Federal Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
Federal Aviation Administration	20.106	\$0.00

#### Compliance Requirements

- 1.
- 2.
- 3.

### **STATE RESOURCES**

<u>State Agency</u>	<u>Catalog of State Financial Assistance (Number &amp; Title)</u>	<u>Amount</u>
Florida Department of Transportation	55004	\$60,000.00

#### Compliance Requirements

- 1.
- 2.
- 3.

#### Matching Resources for Local Agency

<u>Agency</u>	<u>Catalog of Federal Domestic Assistance (Number &amp; Title)</u>	<u>Amount</u>
Taylor County Board of County Commissioners		\$0.00

#### Compliance Requirements

- 1.
- 2.
- 3.

**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 1 be provided to the recipient.**

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER APPROVAL OF SALE FOR THE  
STATED AMOUNT OF THE APPRAISAL OF SHERRER  
PROPERTY, AS AGENDAED BY THE COUNTY ATTORNEY

**MEETING DATE REQUESTED:**

MARCH 4, 2013

**Statement of Issue:** THE BOARD TO APPROVE SALE OF PROPERTY

**Recommended Action:** APPROVE

**Fiscal Impact:** N/A

**Budgeted Expense:** N/A

**Submitted By:** DUSTIN HINKEL, ASSISTANT COUNTY ADMINISTRATOR

**Contact:** 838-3500x7

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:** APPROVE/NOT APPROVE

**Attachments:** CORRESPONDENCE  
APPRAISAL

BOARD OF COUNTY COMMISSIONERS

TAYLOR COUNTY, FLORIDA

COURTHOUSE ANNEX

M I N U T E S

TUESDAY, JANUARY 22, 2013

5:30 P.M.

9-A., THE COUNTY ATTORNEY UPDATED THE BOARD ON THE **SHERRER** PROPERTY AT CEDAR ISLAND.

MR. **SHERRER** WAS PRESENT THIS DATE. MR. BISHOP STATED THAT A STRUCTURE ON MR. SHERRER'S PROPERTY IS ENCROACHING ON COUNTY PROPERTY AND WAS THAT WAY WHEN THE PROPERTY WAS PURCHASED BY MR. **SHERRER**. THAT THE PROPERTY APPRAISER HAS ADVISED THAT A FEE APPRAISAL IS NEEDED IF THE COUNTY IS CONSIDERING SELLING THAT PORTION OF THE PROPERTY TO MR. **SHERRER**. THAT CURRENTLY THERE IS NO COUNTY ACCESS TO THE PROPERTY. AFTER DISCUSSION, COMMISSIONER PAGE MADE A MOTION, WITH SECOND BY COMMISSIONER PATTERSON, AND BY UNANIMOUS VOTE, TO SECURE AN APPRAISAL OF THE PROPERTY AND TO SELL THAT PORTION CONTAINING THE STRUCTURE TO MR. **SHERRER**.

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

CONRAD C. BISHOP, JR.  
CONRAD C. "SONNY" BISHOP, III  
STEPHEN F. "BUDDY" MURPHY

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

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

February 19, 2013

VIA E-MAIL AND REGULAR MAIL

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

Re: Chet Sherrer's request

Dear Jack:


This letter will confirm our telephone conversation of 2/19/13.

I have gone over the appraisal hat Mr. Sherrer provided and it is my suggestion that this issue be put on the Board's agenda for the next regular meeting.

You agreed and you will put it on the next agenda.

Thank you and I hope you are doing fine.

Respectfully,



Conrad C. Bishop, Jr.

CCB/kp

Cc: Hon. Annie Mae Murphy (via e-mail)

## Dustin Hinkel

---

**From:** Jack Brown  
**Sent:** Thursday, February 21, 2013 10:32 AM  
**To:** Dustin Hinkel  
**Subject:** FW: FW: Cedar Island property, Perry FL  
**Attachments:** 130057 PLUS ADD.pdf

Jack R. Brown  
County Administrator  
Taylor County  
Email: [Jack.Brown@taylorcountygov.com](mailto:Jack.Brown@taylorcountygov.com)  
Phone: (850) 838-3500, Ext. 7  
Fax: (850) 838-3501  
website: <http://www.taylorcountygov.com>

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

**From:** Jack Brown  
**Sent:** Wednesday, February 13, 2013 11:34 AM  
**To:** Chet Sherrer  
**Cc:** Conrad C. Bishop Jr. ([lawbishop@fairpoint.net](mailto:lawbishop@fairpoint.net)); Dustin Hinkel; Annie Mae in care of Cindy Mock  
**Subject:** FW: FW: Cedar Island property, Perry FL

Mr. Sherrer,

I am forwarding your request to Mr. Bishop, the County Attorney as this is a legal matter. Regards, Jack

Jack R. Brown  
County Administrator  
Taylor County  
Email: [Jack.Brown@taylorcountygov.com](mailto:Jack.Brown@taylorcountygov.com)  
Phone: (850) 838-3500, Ext. 7  
Fax: (850) 838-3501  
website: <http://www.taylorcountygov.com>

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

**From:** Chet Sherrer [<mailto:candcconstruction2@yahoo.com>]  
**Sent:** Wednesday, February 13, 2013 9:30 AM  
**To:** Jack Brown  
**Subject:** Fw: Fwd: FW: Cedar Island property, Perry FL

Jack,

Please see email below. Please advise as to what the next step is. Please email or give me a call 850-258-8247.

Thank you,

Chet Sherrer

----- Forwarded Message -----

**From:** Kevin Gay <[kgappraiser1@gmail.com](mailto:kgappraiser1@gmail.com)>

**To:** [candcconstruction2@yahoo.com](mailto:candcconstruction2@yahoo.com)

**Sent:** Tuesday, February 12, 2013 5:22 PM

**Subject:** Fwd: FW: Cedar Island property, Perry FL

Chet-

Attached is the completed appraisal report and invoice. Please give me a call if you should have any questions regarding the appraisal.

Thanks,

Kevin

----- Forwarded message -----

**From:** [lhorton@cureton-johnson.com](mailto:lhorton@cureton-johnson.com) <[lhorton@cureton-johnson.com](mailto:lhorton@cureton-johnson.com)>

**Date:** Wed, Jan 30, 2013 at 11:39 AM

**Subject:** FW: Cedar Island property, Perry FL

**To:** Kevin Gay <[kgappraiser1@gmail.com](mailto:kgappraiser1@gmail.com)>

---

**From:** Chet Sherrer [<mailto:candcconstruction2@yahoo.com>]

**Sent:** Wednesday, January 30, 2013 11:23 AM

**To:** [lhorton@cureton-johnson.com](mailto:lhorton@cureton-johnson.com)

**Subject:** Cedar Island property, Perry FL

Lori

Attached is the survey for the Cedar Island property in Perry. Please note that the property to be appraised is land locked. Please appraise value accordingly.

Please let us know how long it will take for this to be appraised and the cost for the appraisal.

Thank you,

Chet Sherrer

850-258-8247

--



Michael K. "Kevin" Gay

FL State-Certified General Real Estate Appraiser RZ2530

GA Certified General Real Property Appraiser #321820

**Cureton-Johnson & Associates, Inc.**

*1358 Thomaswood Drive*

*Tallahassee, FL 32308*

850-386-3720 (Office)

850-385-7626 (Fax)

850-544-3370 (Cell)

**FROM:**

Michael "Kevin" Gay (CJ)  
 Cureton-Johnson & Associates, LLC  
 1358 Thomaswood Drive  
 Tallahassee, FL 32308

Telephone Number: (850) 386-3720

Fax Number: (850) 385-7626

**INVOICE****INVOICE NUMBER**

130057

**DATE**

2/12/2013

**REFERENCE**

Internal Order #: 130057

Client File #:

Main File # on form: 130057

Other File # on form:

Federal Tax ID: 27-0119195

Employer ID:

**TO:**

Matthew Chet Sherrer  
 690 Highway 90 East  
 Bonifay, FL 32425

Telephone Number: (850) 258-8247

Fax Number:

Alternate Number:

E-Mail: candcconstruction2@yahoo.com

**DESCRIPTION**

Client: Matthew Chet Sherrer

Property Address: XXXX Ibis Rd

City: Perry

County: Taylor

State: FL

Zip: 32348

Legal Description: Lengthy metes and bounds description of property lying in Section 1, Township 8 South, Range 7 East, Taylor Cou

**FEES****AMOUNT**

Appraisal of a Vacant Parcel of Land Containing 286.30 +/- SF or 0.0066 +/- AC  
 Located off Heron Road, Perry, FL

300.00

**SUBTOTAL**

300.00

**PAYMENTS****AMOUNT**

Check #:                      Date:                      Description:  
 Check #:                      Date:                      Description:  
 Check #:                      Date:                      Description:

**SUBTOTAL**

0

**TOTAL DUE****\$ 300.00**

## **APPRAISAL OF REAL PROPERTY**

### **LOCATED AT**

XXXX Ibis Rd  
Perry, FL 32348

### **FOR**

Matthew Chet Sherrer  
690 Highway 90 East  
Bonifay, FL 32425

### **AS OF**

February 9, 2013

### **BY**

Michael "Kevin" Gay  
Cureton-Johnson & Associates, LLC  
1358 Thomaswood Drive  
Tallahassee, FL 32308  
(850) 386-3720 x15  
kgappraiser1@gmail.com

Cureton-Johnson & Associates, LLC  
1358 Thomaswood Drive  
Tallahassee, FL 32308  
(850) 386-3720 x15

February 12, 2013

Matthew Chet Sherrer  
690 Highway 90 East  
Bonifay, FL 32425

Re: Property: XXXX Ibis Rd  
Perry, FL 32348  
Borrower: Matthew Chet Sherrer  
File No.: 130057

Opinion of Value: \$ 1,475  
Effective Date: February 9, 2013

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

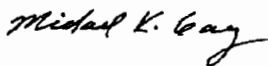
The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Michael "Kevin" Gay  
License or Certification #: Cert Gen RZ #2530  
State: FL Expires: 11/30/2014  
kgappraiser1@gmail.com

# LAND APPRAISAL SUMMARY REPORT

File No.: 130057

SUBJECT	Property Address: XXXX Ibis Rd		City: Perry		State: FL		Zip Code: 32348																																																																																															
	County: Taylor		Legal Description: Lengthy metes and bounds description of property lying in Section 1, Township 8 South, Range 7 East, Taylor County, FL.																																																																																																			
	Assessor's Parcel #: 07054-001		Tax Year: 2012		R.E. Taxes: \$ N/A		Special Assessments: \$ N/A																																																																																															
	Market Area Name: Cedar Island Bahia Unit		Map Reference: S1-T8S-R7E		Census Tract: 9504.00																																																																																																	
ASSIGNMENT	Current Owner of Record: Taylor County (Board of Commissioners)		Borrower (if applicable): Matthew Chet Sherrer																																																																																																			
	Project Type (if applicable): <input type="checkbox"/> PUD <input type="checkbox"/> De Minimis PUD <input type="checkbox"/> Other (describe) N/A		HOA: \$ N/A		<input type="checkbox"/> per year		<input type="checkbox"/> per month																																																																																															
	Are there any existing improvements to the property? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		If Yes, indicate current occupancy: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant <input type="checkbox"/> Not habitable																																																																																																			
	If Yes, give a brief description:																																																																																																					
MARKET AREA DESCRIPTION	The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe)																																																																																																					
	This report reflects the following value (if not Current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective																																																																																																					
	Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)																																																																																																					
	Intended Use: The client intends to use this report as a basis for negotiation and acquisition purposes.																																																																																																					
MARKET AREA DESCRIPTION	Intended User(s) (by name or type): The intended user of this report is Matthew Chet Sherrer and/or his assigns.																																																																																																					
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Convenience to Shopping	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																											
Convenience to Schools	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																											
Adequacy of Public Transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																											
Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																											
Market Area Comments: The subject neighborhood is a predominantly second-home/vacation community, centered around the recreational aspects and aesthetics offered by the nearby Gulf of Mexico. This area of south Taylor County is particularly attractive to Perry and other NW Florida and SW Georgia residents. This area offers a nearby boat ramp, but limited support facilities (others found in nearby Perry, FL). After unprecedented value appreciation from 2001-2006, the subject market has corrected downward from 2007-2011 (in similar proportions to upswings), but appears to be nearing stabilization. We foresee values to be relatively stable over the next 6-12 months.																																																																																																						

# LAND APPRAISAL SUMMARY REPORT

File No.: 130057

Dimensions: 10x28.63x10x28.63		Site Area: 286.30 Sq.Ft.	
Zoning Classification: <u>Mixed Use-Urban Development (Future Land Use)</u>		Description: <u>Allows for a mix of moderate density residential, recreational, public, and commercial/business uses.</u>	
Do present improvements comply with existing zoning requirements?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> No Improvements	
Uses allowed under current zoning: <u>Residential, recreational, public, and commercial.</u>			
Are CC&Rs applicable? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown Have the documents been reviewed? <input type="checkbox"/> Yes <input type="checkbox"/> No Ground Rent (if applicable) \$ _____ / _____			
Comments:			
Highest & Best Use as improved: <input type="checkbox"/> Present use, or <input type="checkbox"/> Other use (explain) <u>N/A</u>			
Actual Use as of Effective Date: <u>Vacant land</u>		Use as appraised in this report: <u>Vacant (assemblage purposes)</u>	
Summary of Highest & Best Use: <u>The highest and best use of the subject site as though vacant is for assemblage with an adjacent residential property to south.</u>			

Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage	None
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Progress Eng./Adq.	Street	Unpaved	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Topography	Level
Gas	<input type="checkbox"/>	<input type="checkbox"/>		Width	10'-15'			Size	Atypical
Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Private well/adeq.	Surface	Unpaved			Shape	Rectangular
Sanitary Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Priv. septic tank/adeq.	Curb/Gutter	None	<input type="checkbox"/>	<input type="checkbox"/>	Drainage	Appears adequate
Storm Sewer	<input type="checkbox"/>	<input type="checkbox"/>		Sidewalk	None	<input type="checkbox"/>	<input type="checkbox"/>	View	Canal view
Telephone	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Multiple/adeq.	Street Lights	None	<input type="checkbox"/>	<input type="checkbox"/>		
Multimedia	<input type="checkbox"/>	<input type="checkbox"/>		Alley	None	<input type="checkbox"/>	<input type="checkbox"/>		

Other site elements: ☐ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☒ Other (describe)

FEMA Spec'l Flood Hazard Area ☒ Yes ☐ No FEMA Flood Zone VE (EL 9) FEMA Map # 12123C0590D FEMA Map Date 05/04/2009

Site Comments: A small portion of a mobile home located on the adjacent property to the south encroaches on the subject property. The owner of the adjacent property is also the client of this report. The client intends to purchase the subject parcel in order to consolidate his holdings and remove any encroachments from the adjacent property. No other adverse site conditions, encroachments, environmental conditions or external factors found. Subject appears to be located in floodplain, which is typical for the immediate gulf-coastal area. However, our maps lack detail and we would suggest consulting a surveyor for flood zone boundaries. Per survey, subject parcel does not appear to have legal ingress/egress from Ibis Road.

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address XXXX Ibis Rd Perry, FL 32348		21441 Osprey Road Perry, FL	21438 Widgeon Road Perry, FL	Osprey Road Perry, FL
Proximity to Subject		Same subdivision	Same subdivision	Same subdivision
Sale Price	\$	\$ 80,000	\$ 35,000	\$ 25,000
Price/ Sq.Ft.	\$	\$ 5.88	\$ 5.20	\$ 4.10
Data Source(s)	Inspection	Pub. Rec. (OR Bk. 690/Pg. 564)	Pub. Rec. (OR Bk. 682/Pg. 530)	Pub. Rec. (OR Bk. 686/Pg. 967)
Verification Source(s)	Public Records	Public Records	Realtor/Agent	Seller
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing	N/A	N/A	N/A	N/A
Concessions				
Date of Sale/Time	02/2013 (DOV)	11/2012	04/2012	08/2012
Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Location	Cedar Island	Cedar Island	Cedar Island	Cedar Island
Site Area (in Sq.Ft.)	286.30	13,601	6,736	6,093
Access	No Access	Dual (paved/unpvd)	Dual (paved/unpvd)	Unpaved
Site Utility	Limited	Average	Average	Average
View	Canal View	Canal Frontage	Canal Frontage	Canal Frontage
Improvements	None	None	None	None
Topography	Level/Good	Level/Good	Level/Good	Level/Low/Fair
Net Adjustment (Total, in \$)	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -0.29	\$ -0.52	\$
Net Adjustment (Total, in % of \$ / Sq.Ft.)		(-5 % of \$/Sq.Ft.)	(-10 % of \$/Sq.Ft.)	
Adjusted Sale Price (in \$ / Sq.Ft.)		\$ 5.59	\$ 4.68	\$ 4.10



# LAND APPRAISAL SUMMARY REPORT

File No.: 130057

<b>SALES COMPARISON APPROACH</b>	Summary of Sales Comparison Approach    In order to locate recent comparable land sales, the Public Records of Taylor County was searched and analyzed. Sales of vacant comparable sites with similar physical characteristics were utilized. Once the sales were determined, specific information and data concerning each respective parcel were verified with either the buyer, seller, or other representatives involved with the transaction. A search was also compiled of current market activity and active vacant parcels that were comparable to the subject site.	
	The range of adjusted values varied from \$4.10/SF to \$5.78/SF with a mean and median of \$5.04/SF and \$5.14/SF, respectively. The gross adjustment range varied from 20% to 35%. Given the level and variance of gross adjustments, no one sale was given preference over the other. For this reason, equal reliance was given to each sale property.	
	Based on the foregoing, the subject is estimated to have a land value based on \$5.15/SF. Multiplying this figure with the subject site area of 286.30 SF results in a land value of \$1,474, or \$1,475, rounded.	
<b>TRANSFER HISTORY</b>	My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
	Data Source(s):	
	1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: With the exception of Sale #3, neither the subject property or the remaining comparable have sold or transferred in the three years prior to the effective date of this appraisal report.
	Date: N/A	
	Price: N/A	
<b>PUD</b>	Source(s): Public Rec. of Taylor Co.	
	2nd Prior Subject Sale/Transfer	
	Date: N/A	Prior to its most recent sale in August 2012, Sale #3 also transferred for \$19,000 in January 2012 (Taylor Co. Official Records Book 678/Page 692).
	Price: N/A	
	Source(s): Public Rec. of Taylor Co.	
<b>RECONCILIATION</b>	<b>PROJECT INFORMATION FOR PUDs (if applicable)</b> <input type="checkbox"/> The Subject is part of a Planned Unit Development.	
	Legal Name of Project: N/A	
	Describe common elements and recreational facilities: N/A	
<b>ATTACH.</b>	<b>Indicated Value by: Sales Comparison Approach \$</b> 1,475	
	<b>Final Reconciliation</b> All of the sales were considered in the final value estimate. The sales comparison approach is the only applicable approach in valuing vacant properties (like the subject).	
	This appraisal is made <input checked="" type="checkbox"/> "as is", or <input type="checkbox"/> subject to the following conditions:	
<b>SIGNATURES</b>	<input type="checkbox"/> This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.	
	Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is:	
	\$ 1,475, as of: February 9, 2013, which is the effective date of this appraisal.	
	If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.	
	A true and complete copy of this report contains _____ pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:	
<input checked="" type="checkbox"/> Limiting cond./Certifications <input type="checkbox"/> Narrative Addendum <input checked="" type="checkbox"/> Location Map(s) <input type="checkbox"/> Flood Addendum <input type="checkbox"/> Scope of Work <input checked="" type="checkbox"/> Photo Addenda <input checked="" type="checkbox"/> Parcel Map <input type="checkbox"/> Hypothetical Conditions <input type="checkbox"/> Extraordinary Assumptions <input type="checkbox"/> Additional Sales		
<b>SIGNATURES</b>	Client Contact: _____ Client Name: <b>Matthew Chet Sherrer</b>	
	E-Mail: _____ Address: <b>690 Highway 90 East, Bonifay, FL 32425</b>	
	<b>APPRAISER</b>	
	<b>SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)</b>	
	Appraiser Name: <i>Michael K. Gay</i> Supervisory or Co-Appraiser Name: _____	
	Company: <b>Cureton-Johnson &amp; Associates, LLC</b> Company: _____	
	Phone: <b>(850) 386-3720 x15</b> Fax: <b>(850) 385-7626</b> Phone: _____    Fax: _____	
	E-Mail: <b>kgappraiser1@gmail.com</b> E-Mail: _____	
	Date of Report (Signature): <b>February 12, 2013</b> Date of Report (Signature): _____	
	License or Certification #: <b>Cert Gen RZ #2530</b> State: <b>FL</b> License or Certification #: _____    State: _____	
Designation: _____    Designation: _____		
Expiration Date of License or Certification: <b>11/30/2014</b> Expiration Date of License or Certification: _____		
Inspection of Subject: <input checked="" type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect (Desktop)    Inspection of Subject: <input type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect		
Date of Inspection: <b>February 9, 2013</b> Date of Inspection: _____		





# Assumptions & Limiting Conditions

File No.: 130057

Property Address: XXXX Ibis Rd	City: Perry	State: FL	Zip Code: 32348
Client: Matthew Chet Sherrer	Address: 690 Highway 90 East, Bonifay, FL 32425		
Appraiser: Michael "Kevin" Gay	Address: 1358 Thomaswood Drive, Tallahassee, FL 32308		

## STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

# Definitions & Scope of Work

File No.: 130057

Property Address: XXXX Ibis Rd	City: Perry	State: FL	Zip Code: 32348
Client: Matthew Chet Sherrer	Address: 690 Highway 90 East, Bonifay, FL 32425		
Appraiser: Michael "Kevin" Gay	Address: 1358 Thomaswood Drive, Tallahassee, FL 32308		

## DEFINITION OF MARKET VALUE \*:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

\* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

# Certifications

File No.:

Property Address: XXXX Ibis Rd City: Perry State: FL Zip Code: 32348  
 Client: Matthew Chet Sherrer Address: 690 Highway 90 East, Bonifay, FL 32425  
 Appraiser: Michael "Kevin" Gay Address: 1358 Thomaswood Drive, Tallahassee, FL 32308

## APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

## Additional Certifications:

Client Contact: \_\_\_\_\_ Client Name: Matthew Chet Sherrer  
 E-Mail: \_\_\_\_\_ Address: 690 Highway 90 East, Bonifay, FL 32425

## APPRAISER

## SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

*Michael K. Gay*  
 Appraiser Name: Michael "Kevin" Gay  
 Company: Cureton-Johnson & Associates, LLC  
 Phone: (850) 386-3720 x15 Fax: (850) 385-7626  
 E-Mail: kgappraiser1@gmail.com  
 Date Report Signed: February 12, 2013  
 License or Certification #: Cert Gen RZ #2530 State: FL  
 Designation: \_\_\_\_\_  
 Expiration Date of License or Certification: 11/30/2014  
 Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)  
 Date of Inspection: February 9, 2013

Supervisory or  
Co-Appraiser Name: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 Date Report Signed: \_\_\_\_\_  
 License or Certification #: \_\_\_\_\_ State: \_\_\_\_\_  
 Designation: \_\_\_\_\_  
 Expiration Date of License or Certification: \_\_\_\_\_  
 Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect  
 Date of Inspection: \_\_\_\_\_

SIGNATURES

**Subject Photos**

Borrower/Client	Matthew Chet Sherrer				
Property Address	XXXX Ibis Rd				
City	Perry	County	Taylor	State	FL Zip Code 32348
Lender					

**Subject Front**

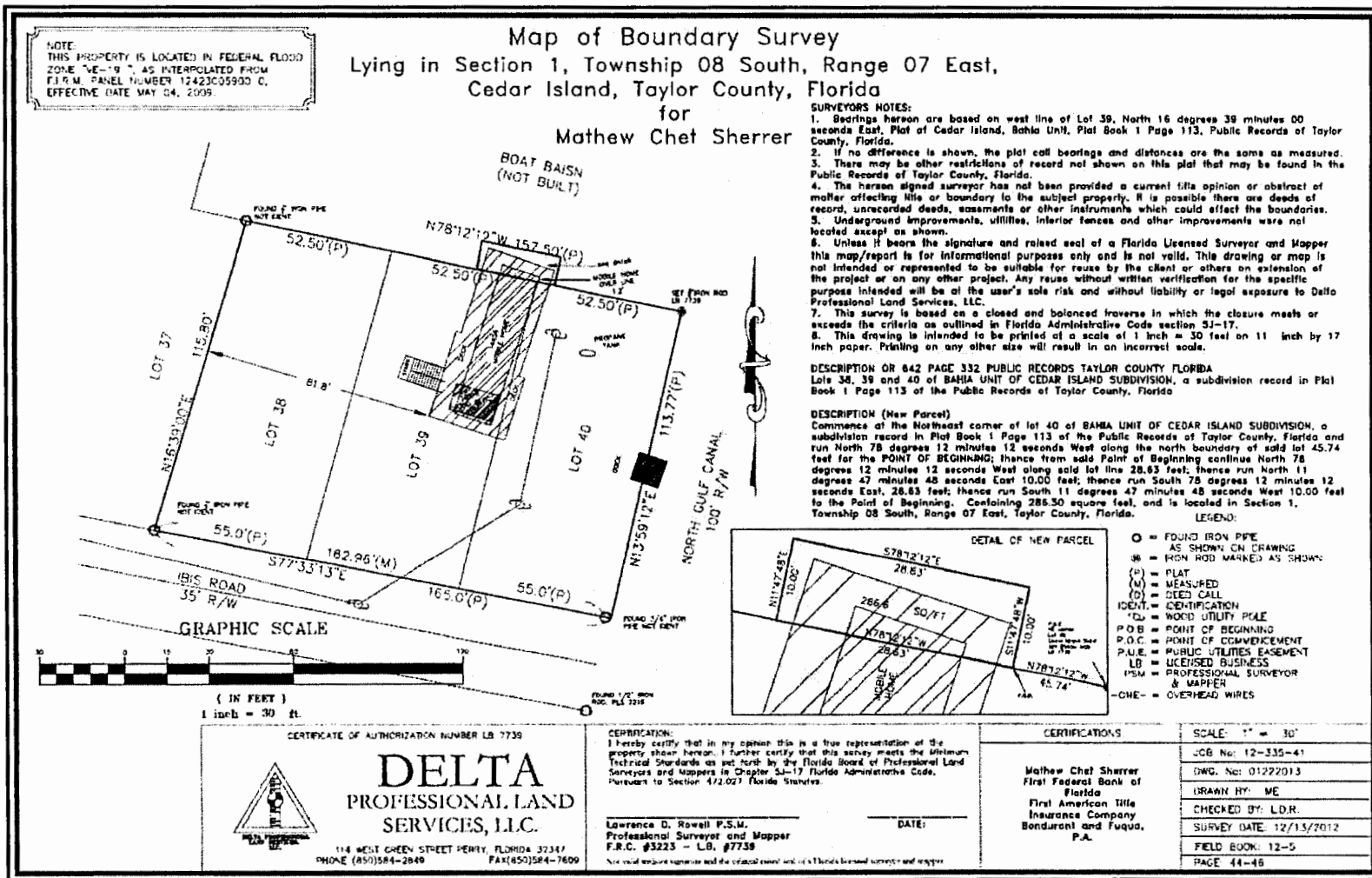
XXXX Ibis Rd  
 Sales Price  
 Gross Living Area  
 Total Rooms  
 Total Bedrooms  
 Total Bathrooms  
 Location Cedar Island  
 View  
 Site  
 Quality  
 Age

**Subject Rear****Subject Street**



## Survey of Subject Property

Borrower/Client	Matthew Chet Sherrer
Property Address	XXXX Ibis Rd
City	Perry
County	Taylor
State	FL
Zip Code	32348



# Aerial Map

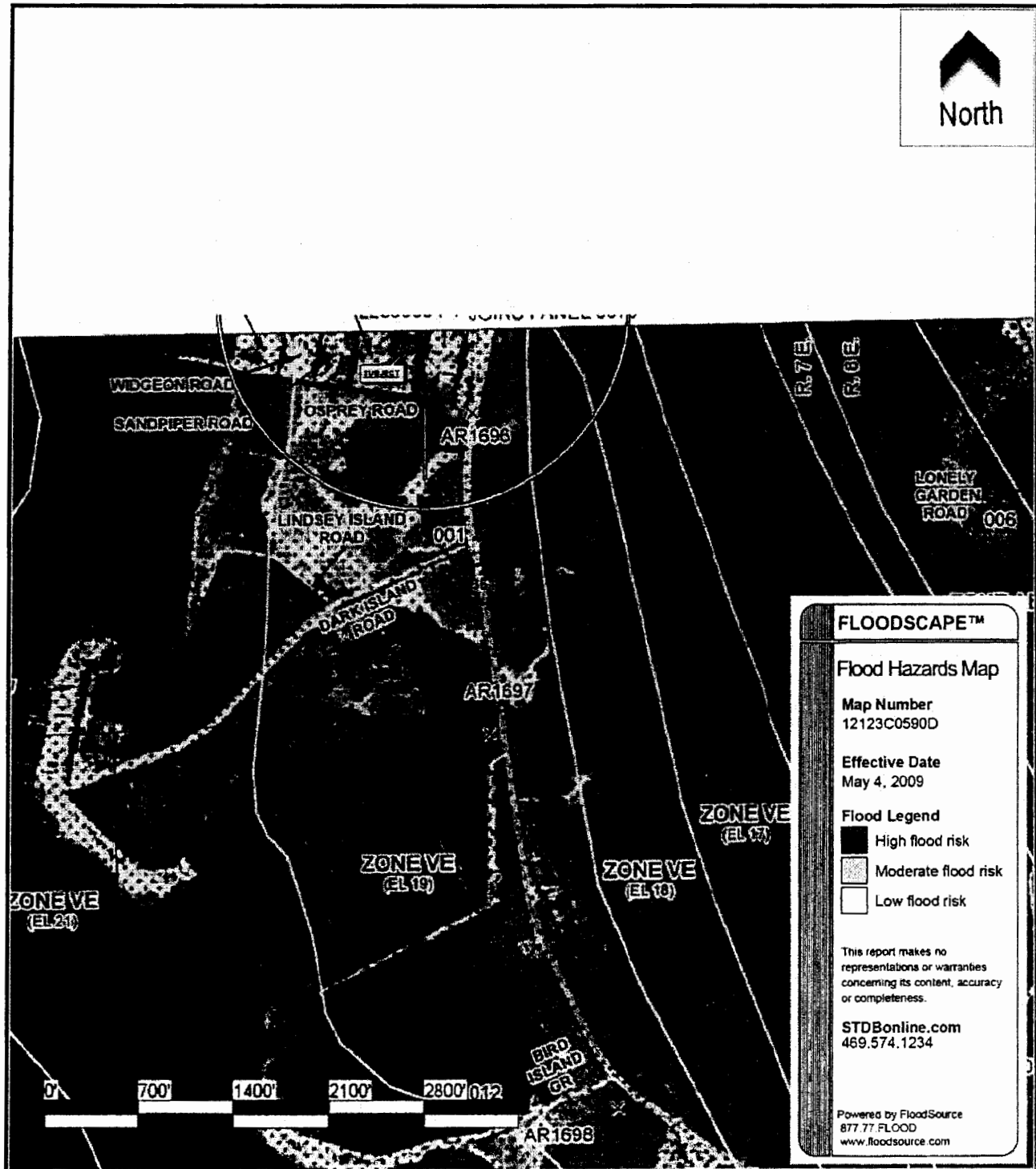
Borrower/Client	Matthew Chet Sherrer			
Property Address	XXXX Ibis Rd			
City	Perry	County	Taylor	State FL Zip Code 32348
Lender				





# Flood Map

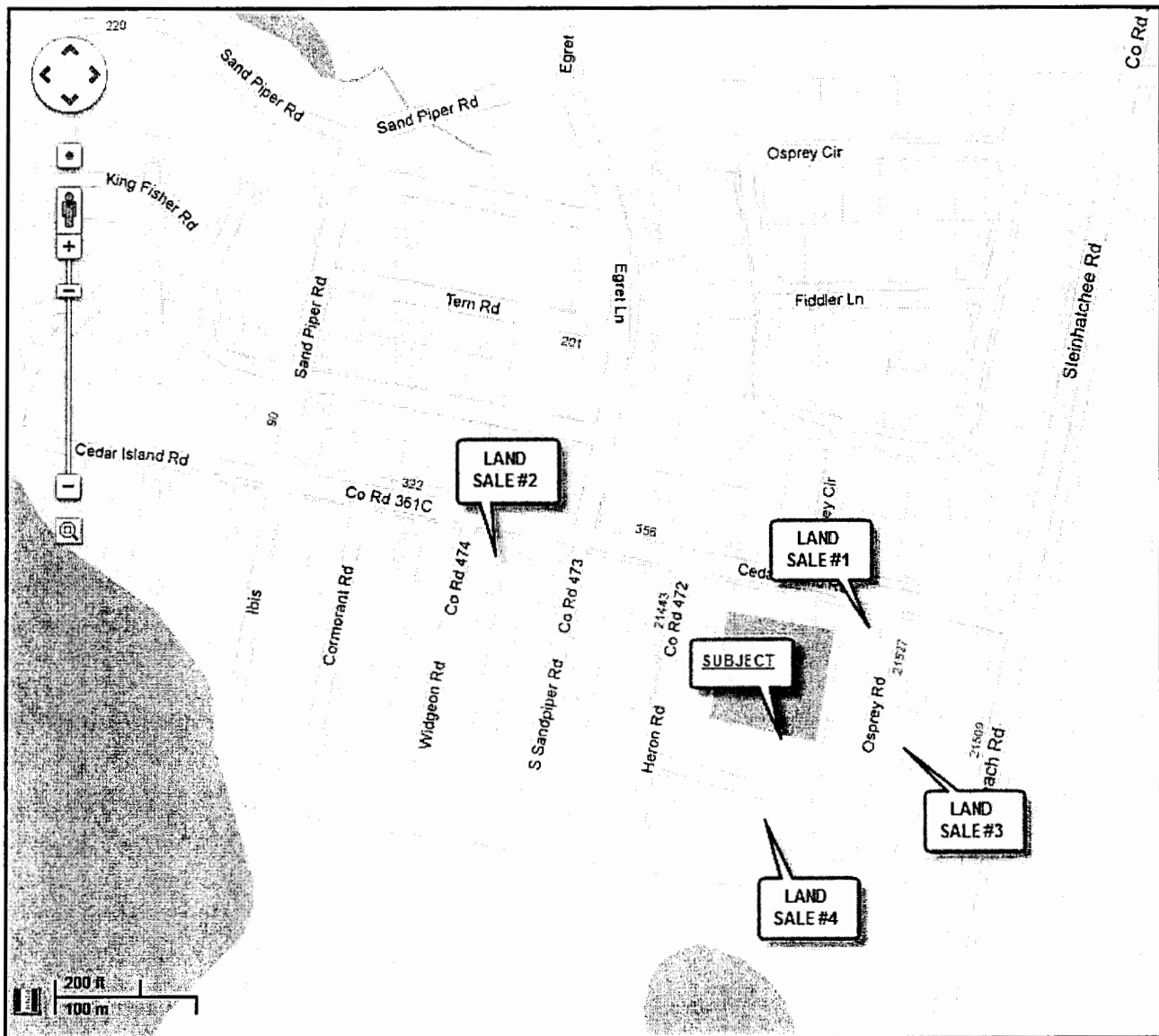
Borrower/Client	Matthew Chet Sherrer			
Property Address	XXXX Ibis Rd			
City	Perry	County	Taylor	State FL Zip Code 32348
Lender				





## Comparable Sale Map

Borrower/Client	Matthew Chet Sherrer			
Property Address	XXXX Ibis Rd			
City	Perry	County	Taylor	State FL Zip Code 32348
Lender				



## **RESUME FOR APPRAISER(S)**

**CURETON - JOHNSON & ASSOCIATES, LLC**

*Real Estate Appraisals • Real Estate Consulting • Real Estate Sales • Litigation Support • Expert Witness • Feasibility Studies*

QUALIFICATIONS OF  
**MICHAEL K. "KEVIN" GAY**

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**EMPLOYMENT CHRONOLOGY:**

September 2004 - Present:                      *Staff Appraiser with Cureton-Johnson & Associates, LLC.*

October 2000 - September 2004:              *Senior Appraiser/Appraiser Specialist/Appraiser II with the Florida Department of Revenue-Property Tax Administration.*

June 1998 - October 2000:                      *Staff Appraiser with Appraisal Group of Tallahassee, Inc.*

**PRACTICAL EXPERIENCE:**

Appraisal experience in the following property types:

Vacant Land (Residential)	Vacant Land (Commercial)
Vacant Land (Industrial)	Subdivision Analysis (Residential/Commercial)
Office (Single/Multi-Tenant)	Motel/Hotel
Retail (Freestanding)	Retail (Shopping Center)
Retail (Strip Center)	Restaurant (Fast Food/Table Service)
Light/Heavy Industrial	Mixed Use Office/Retail
Carwash Facilities	Convenience Store/Gas Station Facilities
Religious Facilities	Leased-Fee/Leasehold Interest Valuations
Educational Facilities	Child Daycare Facilities
Apartment Complexes	Mobile Home Parks
Funeral Homes	Movie Theaters
Health & Fitness Centers	RV Parks
Hospital Valuation	Automobile Dealerships
Financial Institutions	Insurance Valuations
Marina Facilities	Rent Studies
Market Analysis Studies	

**EXPERT WITNESS:**

Qualified as an Expert Witness in the following Circuit Court:

- Leon County (Judge: Davey)

**EDUCATION:**

- ▶ Bachelor of Science Degree, Real Estate and Marketing, Cum Laude, Florida State University (Tallahassee), August 1991.
- ▶ Associates of Arts Degree with Honors, Santa Fe Community College, Gainesville, Florida, June 1988.

**PROFESSIONAL EDUCATION:**

- ▶ *Online Small Hotel/Motel Valuation*, Appraisal Institute, September 2012.
- ▶ USPAP Update (National - 7 Hours), McKissock L.P. , On-line distance learning, September 2012.
- ▶ USPAP Update (Florida Law - 3 Hours), McKissock L.P., On-line distance learning, September 2012.
- ▶ USPAP Update (Florida Supervisor/Trainee Roles & Relationships - 3 Hours), McKissock L.P., Tallahassee, Florida, October 2010.
- ▶ Seminar - *"Hotel Appraising - New Techniques for Today's Uncertain Markets"*, Appraisal Institute, Orange Park, Florida, March 2010.
- ▶ Course 550 - *"Advanced Applications"*, Appraisal Institute, Atlanta, Georgia, September 2009.
- ▶ Course 540 - *"Report Writing & Valuation Analysis"*, Appraisal Institute, Atlanta, Georgia, September 2008.
- ▶ Course 420 - *"Business Practices and Ethics"*, Appraisal Institute, Chicago, Illinois, October 2007.
- ▶ Course 530 - *"Advanced Sales Comparison & Cost Approaches"*, Appraisal Institute, Atlanta, Georgia, August 2007.
- ▶ National USPAP Course (15 Hours), Appraisal Institute, Atlanta, Georgia, July 2007.
- ▶ USPAP Update (National - 7 Hours), McKissock L.P. , Tallahassee, Florida, October 2006.
- ▶ USPAP Update (Florida Law - 3 Hours), McKissock L.P., Tallahassee, Florida, October 2006.
- ▶ Course 520 - *"Highest and Best Use and Market Analysis"*, The Appraisal Institute, Atlanta, Georgia, July 2006.
- ▶ Course 510 - *"Advanced Income Capitalization"*, The Appraisal Institute, Atlanta, Georgia, May 2005.
- ▶ USPAP Update (National - 7 Hours), McKissock - Internet Course, November 2004.
- ▶ USPAP Update (Florida Law - 3 Hours), Crystal River, Florida, August 2004.
- ▶ IAAO Course 102 - *"Income Approach to Valuation"*, St. Petersburg, Florida, August 2004.
- ▶ IAAO Course 402 - *"Tax Policy"*, Orlando, Florida, December 2002.
- ▶ IAAO Course 300 - *"Fundamentals of Mass Appraisal"*, Orlando, Florida, July 2001.
- ▶ USPAP Update - Tallahassee, Florida, November 2001
- ▶ Florida State Certification for General Appraiser Status - Exam Preparatory Course - August 2001 (Steve Williamson)
- ▶ Course 310 - *"Basic Income Capitalization"*, The Appraisal Institute, West Palm Beach, Florida, August 1999
- ▶ *"FHA Appraising: Changes and Trends"*, Lee & Grant Company, Biloxi, Mississippi, January 1999.
- ▶ *"Manufactured Housing Valuation"*, National Society of Appraiser Specialists, Lake City, Florida, January 1999.
- ▶ *"Supporting Sales Comparison Grid Adjustments"*, The Appraisal Institute, Atlanta, Georgia, October 1998.
- ▶ FREAB Licensed Residential Appraisal Course (AB 1) - May 1998, Clearwater, Florida.
- ▶ Uniform Standards of Professional Appraisal Practice - November 1992, Tallahassee, Florida.
- ▶ Course 110 - *"Appraisal Principles"*, The Appraisal Institute, Athens, Georgia, March 1993.
- ▶ Course 120 - *"Appraisal Procedures"*, The Appraisal Institute, Athens, Georgia, March 1993.

**PROFESSIONAL LICENSES:**

- Florida Certified General Real Estate Appraiser RZ2530
- Georgia Certified General Real Property Appraiser #321820
- Associate Member of the Appraisal Institute (Acct #: 115828)

**STATE OF FLORIDA****DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION****FLORIDA REAL ESTATE APPRAISAL BD  
1940 N. MONROE ST.  
TALLAHASSEE FL 32399-0783****850-487-1395****GAY, MICHAEL K  
1358 THOMASWOOD DRIVE  
TALLAHASSEE FL 32308**

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**STATE OF FLORIDA AC# 6434300  
DEPARTMENT OF BUSINESS AND  
PROFESSIONAL REGULATION****RZ2530 10/02/12 128111794****CERTIFIED GENERAL APPRAISER  
GAY, MICHAEL K****IS CERTIFIED under the provisions of Ch.475 FS  
Expiration date: NOV 30, 2014 L12100204550****DETACH HERE****THIS DOCUMENT HAS A COLORED BACKGROUND • MICROPRINTING • LINEMARK™ PATENTED PAPER****AC#6434300****STATE OF FLORIDA****DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
FLORIDA REAL ESTATE APPRAISAL BD****SEQ# L12100204550**

DATE	BATCH NUMBER	LICENSE NBR
10/02/2012	128111794	RZ2530

The CERTIFIED GENERAL APPRAISER  
Named below IS CERTIFIED  
Under the provisions of Chapter 475 FS.  
Expiration date: NOV 30, 2014

**GAY, MICHAEL K  
1358 THOMASWOOD DRIVE  
TALLAHASSEE FL 32308****RICK SCOTT  
GOVERNOR****DISPLAY AS REQUIRED BY LAW****KEN LAWSON  
SECRETARY**



# CERTIFICATE OF LIABILITY INSURANCE

CURET-2

OP ID: CP

DATE (MM/DD/YYYY)

12/07/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Rogers, Gunter, Vaughn Insurance, Inc. 1117 Thomasville Rd. Tallahassee, FL 32303 Sally Da Costa		<b>Phone:</b> 850-386-1111 <b>Fax:</b> 850-385-9827	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>
<b>INSURED</b> Cureton, Johnson & Associates Paul T Cureton Db 1358 Thomaswood Dr Tallahassee, FL 32308		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Bankers Insurance Group <b>INSURER B:</b> Western World <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 33162	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			090004991497100	12/05/2012	12/05/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional			BRL0003292	12/10/2012	12/10/2013	Ea. Claim 500,000 Aggregate 500,000

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

**CERTIFICATE HOLDER****CANCELLATION**

<b>FOR PROPOSAL PURPOSES ONLY</b>  <b>PROPOSA</b>	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>
	<b>AUTHORIZED REPRESENTATIVE</b> <i>Christine Thomas</i>

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## **ADDENDUM TO APPRAISAL REPORT**

**CURETON - JOHNSON & ASSOCIATES, LLC**

*Real Estate Appraisals • Real Estate Consulting • Real Estate Sales • Litigation Support • Expert Witness • Feasibility Studies*

NOTE:  
THIS PROPERTY IS LOCATED IN FEDERAL FLOOD  
ZONE "VE-19", AS INTERPOLATED FROM  
F.I.R.M. PANEL NUMBER 12423C0590D 0,  
EFFECTIVE DATE MAY 04, 2009.

# Map of Boundary Survey

Lying in Section 1, Township 08 South, Range 07 East,  
Cedar Island, Taylor County, Florida  
for  
Mathew Chet Sherrer

## SURVEYORS NOTES:

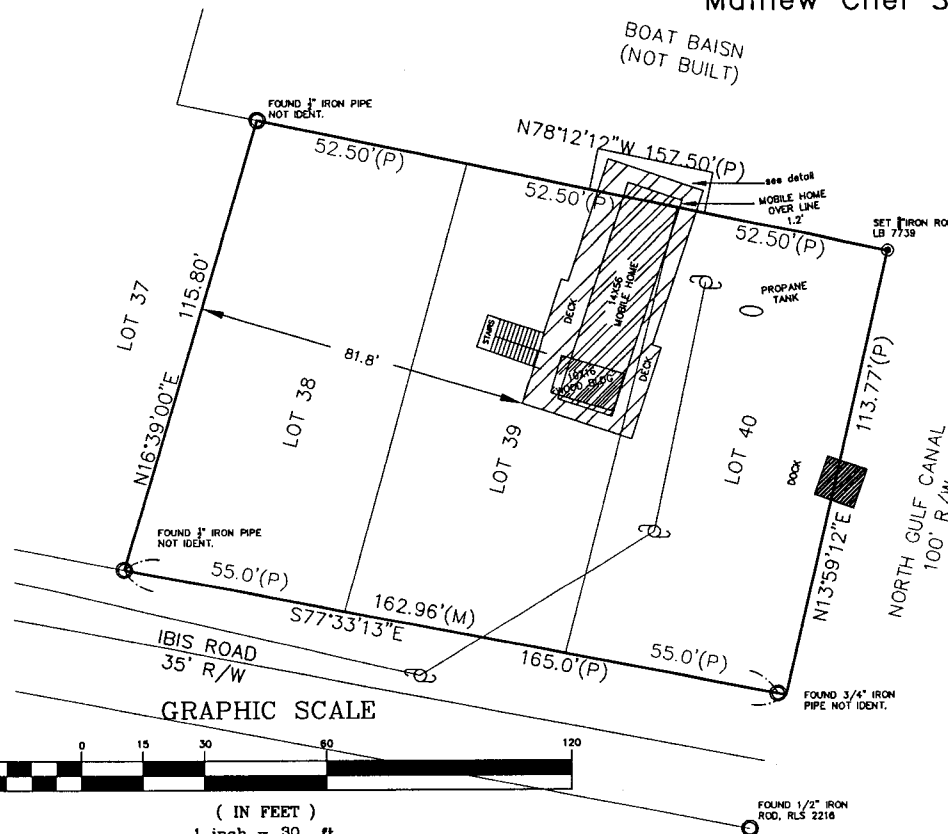
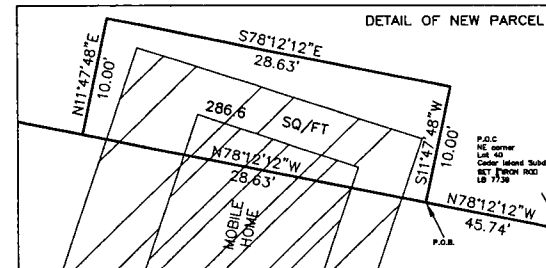
1. Bearings hereon are based on west line of Lot 39, North 16 degrees 39 minutes 00 seconds East, Plat of Cedar Island, Bahia Unit, Plat Book 1 Page 113, Public Records of Taylor County, Florida.
2. If no difference is shown, the plat call bearings and distances are the same as measured.
3. There may be other restrictions of record not shown on this plat that may be found in the Public Records of Taylor County, Florida.
4. The hereon signed surveyor has not been provided a current title opinion or abstract of matter affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could effect the boundaries.
5. Underground improvements, utilities, interior fences and other improvements were not located except as shown.
6. Unless it bears the signature and raised seal of a Florida Licensed Surveyor and Mapper this map/report is for informational purposes only and is not valid. This drawing or map is not intended or represented to be suitable for reuse by the client or others on extension of the project or on any other project. Any reuse without written verification for the specific purpose intended will be at the user's sole risk and without liability or legal exposure to Delta Professional Land Services, LLC.
7. This survey is based on a closed and balanced traverse in which the closure meets or exceeds the criteria as outlined in Florida Administrative Code section 5J-17.
8. This drawing is intended to be printed at a scale of 1 inch = 30 feet on 11 inch by 17 inch paper. Printing on any other size will result in an incorrect scale.

DESCRIPTION OR 642 PAGE 332 PUBLIC RECORDS TAYLOR COUNTY FLORIDA  
Lots 38, 39 and 40 of BAHIA UNIT OF CEDAR ISLAND SUBDIVISION, a subdivision record in Plat Book 1 Page 113 of the Public Records of Taylor County, Florida

DESCRIPTION (New Parcel)  
Commence at the Northeast corner of lot 40 of BAHIA UNIT OF CEDAR ISLAND SUBDIVISION, a subdivision record in Plat Book 1 Page 113 of the Public Records of Taylor County, Florida and run North 78 degrees 12 minutes 12 seconds West along the north boundary of said lot 45.74 feet for the POINT OF BEGINNING; thence from said Point of Beginning continue North 78 degrees 12 minutes 12 seconds West along said lot line 28.63 feet; thence run North 11 degrees 47 minutes 48 seconds East 10.00 feet; thence run South 78 degrees 12 minutes 12 seconds East, 28.63 feet; thence run South 11 degrees 47 minutes 48 seconds West 10.00 feet to the Point of Beginning. Containing 286.30 square feet, and is located in Section 1, Township 08 South, Range 07 East, Taylor County, Florida.

## LEGEND:

- = FOUND IRON PIPE AS SHOWN ON DRAWING
- ⊙ = IRON ROD MARKED AS SHOWN
- (P) = PLAT
- (M) = MEASURED
- (D) = DEED CALL
- IDNT. = IDENTIFICATION
- = WOOD UTILITY POLE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.U.E. = PUBLIC UTILITIES EASEMENT
- LB = LICENSED BUSINESS
- PSM = PROFESSIONAL SURVEYOR & MAPPER
- O-E- = OVERHEAD WIRES



( IN FEET )  
1 inch = 30 ft.

CERTIFICATE OF AUTHORIZATION NUMBER LB 7739



**DELTA**  
PROFESSIONAL LAND  
SERVICES, LLC.

114 WEST GREEN STREET PERRY, FLORIDA 32347  
PHONE (850)584-2849 FAX(850)584-7609

## CERTIFICATION:

I hereby certify that in my opinion this is a true representation of the property shown hereon. I further certify that this survey meets the Minimum Technical Standards as set forth by the Florida Board of Professional Land Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code, Pursuant to Section 472.027 Florida Statutes.

Lawrence D. Rowell P.S.M.  
Professional Surveyor and Mapper  
F.R.C. #3223 - L.B. #7739

DATE:

Not valid without signature and the original raised seal of a Florida licensed surveyor and mapper

## CERTIFICATIONS:

Mathew Chet Sherrer  
First Federal Bank of  
Florida  
First American Title  
Insurance Company  
Bondurant and Fuqua,  
P.A.

SCALE: 1" = 30'

JOB No: 12-335-41  
DWG. No: 01222013  
DRAWN BY: ME  
CHECKED BY: L.D.R.  
SURVEY DATE: 12/13/2012  
FIELD BOOK: 12-5  
PAGE: 44-46



## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

The Board to consider approving the Board Rules for FY 2013 as amended.

**MEETING DATE REQUESTED:**

March 4, 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.

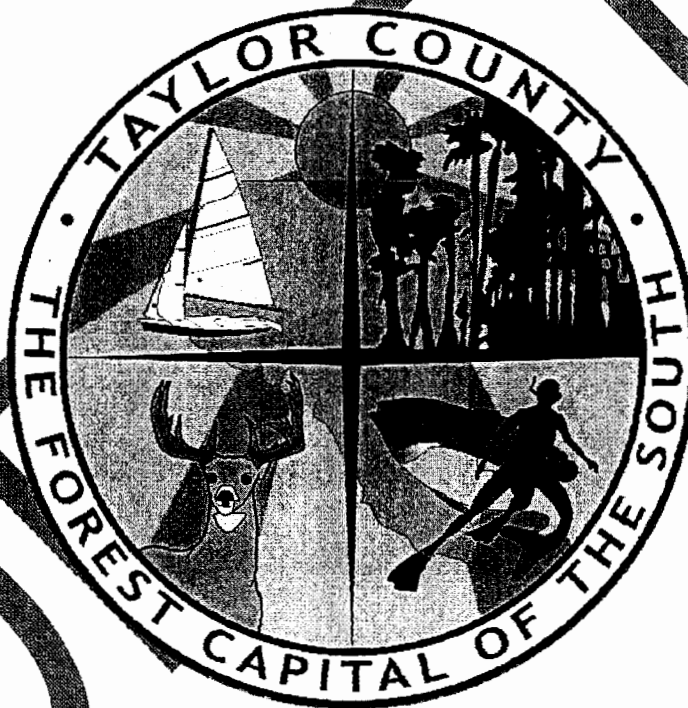
The Changes in the draft are as follows:

- 1) Page 2, paragraph 2 - at the end of the paragraph the statement "Florida Statutes Chapter 125.01(1)(a) specifies that the Board has the power to adopt it own rules of procedures." Is added.
- 2) Page 4, Item 8, Public Hearings – the time for public hearings has been changed for 6:10 PM to "5:30 p.m., or as soon thereafter as practical." The change from 6:10 PM to 5:30 p.m. has been changed throughout the document to make it consistent.
- 3) Page 9, Item 14, Meeting Order of Business – the order is being changed moving up the Consent Agenda, Bids/Public Hearing before the Awards Recognition and Comments and Concerns From the Public for Non Agendaed Items.

**Options:**

**Attachments:** (See PDF of PowerPoint presentation)

**TAYLOR COUNTY  
BOARD OF COUNTY COMMISSIONER'S**



**FY 2013**

**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

March 4, 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 March 4, 2013.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk

PAM FEAGLE, Chair

*Adopted March 4, 2013*  
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## 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 5:30 p.m. on the 1<sup>st</sup> Monday and 3<sup>rd</sup> 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 5:30 p.m., or as soon thereafter as reasonably practical.
- (b) The matters under consideration shall be heard at the designated time, or as soon thereafter as practical. 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 5:30 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/her 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.

DRAFT

## **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 1<sup>st</sup> 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 Approval of the Consent Agenda
- (5) Comments and Concern from the Public for Non-Agendaed Items Bids/Public Hearings (9:30 a.m. or as soon thereafter as reasonably practical)
- (6) Approval of the Consent Agenda Awards/Recognitions
- (7) Bids/Public Hearings Comments and Concern from the Public for Non-Agendaed Items
- (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~~ Sheriff's, or her/his designee, shall be sergeant-at-arms of the Commission meetings. The Taylor County Sheriff's Office is authorized to assist the Board County Administrator in performing this duty. The Sheriff's designee ~~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 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 [countyadmin@taylorcounty.gov](mailto:countyadmin@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  
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JACK R. BROWN, County Administrator  
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(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](mailto: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.

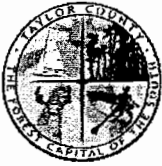
MALCOLM PAGE  
District 1

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



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### 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 – 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.

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## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

The Board to consider approving Requested Changes to the Purchasing Policy as agendaed by Jack Brown, County Administrator.

**MEETING DATE REQUESTED:**

March 4, 2013

**Statement of Issue:** Recommend the purchasing thresholds be increased to be in line with the state as detailed in FS 287.057 / FAC Rule 60A-1

**Recommended Action:** Increase the threshold levels as detailed in the attached slide

**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 current Board purchasing thresholds are detailed in left hand column of the attached slide. The right hand column is the recommended threshold levels consistent with state guidelines. Increasing the thresholds will allow the county staff to conduct the business of the county in a more timely manner.

**Options:** Approve/Disapprove / Alter

**Attachments:** Attached PowerPoint Slide as discussed at the Board workshop on 2/26/2013.



# PURCHASING THRESHOLDS

<b>Purchasing Requirements</b>	<b>Taylor County (Current)</b>	<b>FS 287.057 / FAC Rule 60A-1</b>
<b>Best purchasing practices</b>	Less than \$500	Less than \$2,500
<b>Documented Verbal Quotes approved by Department Head</b>	\$500 - \$1,500	N/A
<b>Documented Written Quotes approved by Department and the County Administrator</b>	\$1,501 - \$10,000	\$2,501 - \$35,000
<b>Formal Solicitation</b>	Greater than \$10,000	Greater than \$35,000