

SUGGESTED AGENDA

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

TUESDAY, JULY 16, 2013

5:30 P.M.

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

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

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

Prayer and Pledge of Allegiance

Welcome

1. APPROVAL OF AGENDA
2. APPROVAL OF CONSENT ITEMS A - 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))

- 2-A. APPROVAL OF MINUTES of

NONE

- 2-B. EXAMINATION AND APPROVAL OF INVOICES.

- 2-C. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE PERRY-FOLEY AIRPORT ADVISORY COMMITTEE BY-LAWS, AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.
- 2-D. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE SMALL COUNTY SOLID WASTE MANAGEMENT GRANT APPLICATION AND THE FDEP BUDGET-COST ANALYSIS FORM FOR FY 2013-2014, AS AGENDAED BY THE GRANTS COORDINATOR.
- 2-E. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF NOTICE TO BIDDERS AND BID DOCUMENTS FOR THE REMOVAL OF TREES PENETRATING THE RUNWAY GLIDE SLOPES AT PERRY-FOLEY AIRPORT, AS AGENDAED BY THE GRANTS COORDINATOR.
- 2-F. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF LETTER OF ALLOCATIONS AND THE EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION FORM FOR THE 2013-2014 FDLE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, AS AGENDAED BY THE GRANTS COORDINATOR.
- 2-G. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF ADVERTISING FOR THE PROPOSED WIDENING/RESURFACING OF EAST AND SOUTH RED PADGETT ROADS UNDER THE FDOT SMALL COUNTY ROAD ASSISTANCE AND SMALL COUNTY OUTREACH PROGRAMS, AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.

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.

PUBLIC REQUESTS:

4. THE BOARD TO CONSIDER SETTING A PUBLIC HEARING TO CONSIDER SETTING THE SPEED LIMIT ON SECOND AVENUE NORTH IN STEINHATCHEE TO 20 MILES PER HOUR.

COUNTY STAFF ITEMS:

5. THE BOARD TO DISCUSS THE UPCOMING 2014-2015 FUNDING CYCLE FOR THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP), AS AGENDAED BY MELODY COX, GRANTS COORDINATOR.
6. THE BOARD TO CONSIDER APPROVAL OF BID AWARD RECOMMENDATIONS FOR BIDS RECEIVED FOR THE REHABILITATION OF THREE HOMES THROUGH THE SHIP PROGRAM AT THE JULY 1, 2013 BOARD MEETING, AS AGENDAED BY THE GRANTS COORDINATOR.

COUNTY ADMINISTRATOR ITEMS:

7. THE BOARD TO CONSIDER SCHEDULING A PUBLIC HEARING TO CONSIDER APPROVAL OF INSTALLING A THREE-WAY STOP SIGN AT THE INTERSECTION OF JIMMY ARCHER AND JOEL AMAN ROAD DUE TO SAFETY ISSUES, AS AGENDAED BY JACK BROWN, COUNTY ADMINISTRATOR.
8. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

9. THE BOARD TO CONSIDER THE APPOINTMENT OF TWO (2) REGULAR MEMBERS, ONE (1) ALTERNATE MEMBER AND (ONE) 1 CITIZEN APPOINTMENT TO THE 2013 VALUE ADJUSTMENT BOARD (VAB), AND TO APPOINT THE CHAIRMAN OF SAME, AS REQUESTED BY CLERK.
10. 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.

11. BOARD INFORMATIONAL ITEMS.


12. MOTION TO ADJOURN.

FOR YOUR INFORMATION:

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

www.taylorcountygov.com

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

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
	SUBJECT/TITLE: Board to review and approve By-Laws of the Perry-Foley Airport Advisory Committee (AAC).
MEETING DATE REQUESTED: July 16, 2013	

Statement of Issue: Board to review and approve AAC By-Laws as drafted and approved by the AAC.

Recommended Action: Approve AAC By-Laws.

Fiscal Impact: Not Applicable

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The AAC needed to update their By- Laws to include measures to ensure the AAC is in compliance with Florida Sunshine Laws. The County Administrator has reviewed and approved the revised By-Laws and attended the AAC meetings where the revisions were discussed.

Attachments: By-Laws of the Perry-Foley Airport Advisory Committee

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
BY-LAWS OF THE PERRY-FOLEY AIRPORT ADVISORY COMMITTEE

ARTICLE I—NAME AND AUTHORIZATION

- A. NAME:** The name of the Committee shall be the *Perry-Foley Airport Advisory Committee* herein referred to as the "Committee" or "AAC".
- B. AUTHORIZATION:** The Committee exists by the authority of the Taylor County Board of County Commissioners, herein referred to as the BOCC. Under no circumstances shall the Committee or an individual Committee member act independently of the BOCC, County Staff, or outside of guidelines set forth and approved by these agencies or the Committee. This includes, but is not limited to, representing the Airport in an official capacity in news releases or solicitations. All requests for such representation shall be reviewed by the Committee or appropriate County Staff, and, when necessary, the BOCC.

ARTICLE II—PURPOSE AND FUNCTION

- A. PURPOSE:** This Committee serves in an advisory capacity to the BOCC and staff on issues related to the operation, development, and promotion of Perry-Foley Airport including economic development opportunities and other activities prompted by its presence and functions.
- B. FUNCTION:** The Committee may:
1. Assist in formulating and implementing guidelines for the operation, promotion, and capital development of the Perry-Foley Airport and its facilities.
 2. Offer assistance to staff to develop leasing and concession policies that provide a fair financial return to the Airport, assure maximum customer service for Airport users, streamline the approval process for new agreements and renewal of existing agreements, and encourage sound management of Airport assets.
 3. Review and/or participate in the development of the strategic vision for the Perry-Foley Airport, its facilities, budget and functions, and needed updates.
 4. Review the Airport Rules, Regulations, and Minimum Standards for Aeronautical Activities, and make recommendations as appropriate to ensure the airport is in compliance, and policies adequately protect the safety, health, and welfare of the public, the financial stability of the Airport, and, as much as possible, are "user friendly".
 5. Offer advice to the BOCC and the County Staff on any other airport or economic development issues presented to the Committee.
 6. Make recommendations regarding airport sales, services, and property associated with deeds, regulations, agreements, or other legal impositions upon which Airport management, care, custody, and control exists.
 7. When approved by the BOCC or County Staff, represent the Airport for public relations and educational purposes.

ARTICLE III—MEMBERSHIP

- A. MEMBERS:** The *Airport Advisory Committee* shall be comprised of seven members, two permanent (see Section C, Item 1 below), and five appointed by the BOCC. Prospective appointees will be selected based on their qualifications, willingness to serve, and ability to serve.
- B. ELIGIBILITY:**
1. All members of the Committee shall be residents of Taylor County.
 2. Members shall have a business, professional, or aviation background that will contribute to the work of the Committee and the improvement and development of Perry-Foley Airport
- C. APPOINTMENTS and TERMS:**
1. The President of the City of Perry/Taylor County Chamber of Commerce and the President of the Taylor County Economic Development Authority or their designees shall be permanent members of the Committee.
 2. At least two appointed members, whenever possible, should be current or experienced pilots with at least a private, sport pilot, or higher certification as defined by Federal Aviation Administration (FAA) Regulations or other equivalent government authority such as the Military or NASA.
 3. All appointed Committee members shall serve a consecutive three-year term. The appointed members shall not serve more than two consecutive full terms unless no other qualified persons apply. To enhance continuity of Committee operations terms should be staggered as much as possible.
 4. New member appointments, other than interim appointments required to fill unexpected vacancies, will become effective in March on the date of the regular scheduled Airport Advisory Committee meeting. Expiring terms will end in February effective with the adjournment of the regular scheduled meeting. Interim appointees will serve until the end of the replaced member's term and will be eligible at that time for appointment to a full term. Interim appointment of more than one year shall be considered full terms. Interim appointments of less than one year shall not be considered "full terms" and the appointee will remain eligible to serve two consecutive full terms following the expiration of the interim term.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
BY-LAWS OF THE PERRY-FOLEY AIRPORT ADVISORY COMMITTEE

Article III, Section C, cont.

5. Appointment Process: In accordance with the BOCC Rules of Procedure, the County Administrator will submit a list of qualified persons to the BOCC. Prospective new members and members seeking reappointment must submit an application letter or form outlining their qualifications.
6. Consistent with the limitations set down in Items 1 and 2 of this section, members shall, as much as possible, represent a cross-section of County residents and experience.

D. VACANCIES and ABSENCES: A Committee member's appointment shall become vacant:

1. If the Committee member no longer meets eligibility requirements as set forth in Section III B above.
2. If the Committee member's term expires
3. The Committee member resigns.
4. If the member is absent from one-third of the regular scheduled meetings in a given calendar year, regardless if such absence is excused or unexcused; and the Committee, under the provisions of Section E of this Article, recommends removal of the member; and the BOCC concurs with the recommendation.

All absences will be recorded in the meeting minutes. Absences from emergency or special meetings are not to be counted as missed regular meetings. By majority decision, Committee members may make special exceptions for absences when the absences are due to health or time-limited extenuating circumstances, and the absences do not significantly affect the ability of the committee to function.

When removal is recommended, or an exemption is approved by the Committee, the Chair will submit a detailed written report to the County Administrator including the name of the member and the reason(s) for the decision.

E. REMOVAL OF MEMBERS FOR CAUSE: When a member has not properly performed the duties of membership, or has not adhered to the guidelines and limitations set down in these By-Laws, the Committee may, by majority vote of **all** Committee members, pass a resolution requesting the BOCC to remove the member for cause. The resolution must include all pertinent details related to the request. The vote shall be conducted during a regular scheduled monthly AAC meeting. **For the purposes of this Section, the member in question is not a voting member.**

ARTICLE IV—ORGANIZATION

A. OFFICERS

1. Each year, at the regular March meeting, The Committee shall elect from its members a Chairman, Vice-Chairman, and, at the discretion of the Committee, a Secretary.
2. Elected Officers shall serve for a term of one year and shall assume office beginning immediately following the election. If the Chair becomes ineligible to serve, or otherwise fails to serve, the Vice-Chair shall assume the Chair's office and a new Vice-Chair shall be elected at the next regular meeting. Both shall serve until the election of new Officers at the March meeting.

B. QUORUM: At least Four (4) members must be present at a regular monthly meeting to conduct "official" Committee business. Lack of a quorum does not preclude discussion of Agenda items or other issues related to Committee operations, including issues that require a vote.

C. VOTING RIGHTS: Each member shall be entitled to one vote and shall cast that vote on each item submitted for consideration. Proxy votes and absentee ballots are not permitted. Committee members shall abstain from a vote only when a valid conflict of interest exists (see Article V, Section A., No. 2).

ARTICLE V—OFFICERS AND DUTIES

A. COMMITTEE CHAIR

1. The Chair shall conduct all regular monthly meetings. Except for the situations described in Article III, Section E, and Article V, Section D., the Chair is a voting member for the conduct of Committee business.
2. The Chair is responsible for insuring compliance with the AAC By-Laws. The Chair will notify members when removal from the Committee for non-compliance is under review. Specific questions concerning conflicts of interest shall be referred to the County Attorney for resolution.
3. The Chair shall appoint Chairs of all Standing and Special subcommittees.
4. The Chair shall have the authority to appoint and/or suspend all Standing and Special subcommittees.
5. The Chair shall notify County Staff of any pending Committee vacancies, including normal and interim, and, if requested, submit a list of recommend replacement candidates.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
BY-LAWS OF THE PERRY-FOLEY AIRPORT ADVISORY COMMITTEE

Article V, cont.

- B. COMMITTEE VICE-CHAIR:** In the absence of the Chair, the Vice-Chair shall perform the duties of the Chair as described in Section A, Item 1, of this Article.
- C. CHAIR PRO TEMPORE:** If a quorum is present, and the Chair and Vice-chair are not in attendance, an Acting Chair will be selected from among the attendees. The Acting Chair shall perform the duties of the Chair as described in Section A, Item 1, of this Article.
- D. REMOVAL OF OFFICERS:** When an officer has been absent or has not performed the duties of the office for three consecutive meetings, that officer may be removed from office by majority vote of **all** Committee members. The vote must be conducted during a regular monthly AAC meeting. **For purposes of this section, the member in question is not a voting member.** The Chair or Vice-Chair, as appropriate, will submit a written report of the removal and circumstances to the County Administrator.

ARTICLE VI—COMMITTEE OPERATIONS

- A.** The Committee has no supervisory authority over airport operations or staff.
- B.** The Committee shall have no other authority than that stipulated in these By-Laws or specifically approved by the BOCC.
- C.** The Committee will meet regularly based upon a formally adopted and published schedule. The schedule will be provided to the County Administrator for publication. When unusual circumstances require it, the Chair may cancel or change regularly scheduled meeting dates or times, provided adequate advance notification is made to Committee members, appropriate County Staff, and the public. Notification must be made using all methods necessary to comply with BOCC rules and the Florida Sunshine Law.
- D.** Committee meetings shall be conducted in accordance with BOCC Rules of Procedure unless special circumstances require a temporary suspension of those rules. If the rules are suspended, the action must be recorded in the meeting minutes.
- E.** No Airport Advisory Committee meeting, Standing Subcommittee meeting, Special Subcommittee meeting, or “Informal Gatherings”, including e-mail, telephone, or any other forms of communication, **with more than one (1) Airport Advisory Committee member involved or present**, shall convene for the purpose of discussing or conducting AAC business without adequate and appropriate public notice. Agendas, schedules, and locations will be provided to County Staff and be included in such notice. All “Meetings” and “Informal Gatherings” shall be open to the public and held in a facility able to accommodate expected public participation. Standing Subcommittee meetings, when required, shall normally be held as an addendum to and immediately following the regular monthly Airport Advisory Committee meeting. Special Subcommittee meetings can be scheduled when necessary, but must be publicized in a manner consistent with the BOCC rules and the Florida Sunshine Law.
- F.** All “Meetings and “Informal Gatherings” shall be conducted in accordance with BOCC rules, normal “best practices”, and in a manner consistent with Florida State Sunshine Law and other applicable statutes. Unpublicized discussion of AAC business in any form between two or more Committee members, whether direct or implied, may be perceived as a violation of the Sunshine Law. If a breach of the Law occurs or is suspected, the County Administrator or Staff Representative shall be notified as soon as possible and all records of the meeting/gathering/discussion shall be collected and retained for review.
- G. Minutes or other appropriate written accounts shall be recorded at all “Meetings” and “Informal Gatherings”. All Minutes and other written accounts shall be retained as part of the public record.**

ARTICLE VII—STAFF SERVICES

The County Administrator or his designee shall act as the liaison for the Committee with the BOCC and its appointed official. The County Administrator also shall act as an ex officio Committee member. In support of the Committee, the County will:

- A.** Provide a recording secretary
- B.** Provide administrative assistance such as printing services and necessary public announcements
- C.** Provide a regular meeting venue
- D.** At least annually for active Advisory Committee members and staff, as soon as practical for new appointees, and at other times when requested by the Chair, provide training regarding laws, regulations, practices, and policies pertaining to AAC functions and expectations. Training sessions involving **more than one AAC Member** and not **included in the agenda of a scheduled AAC or other published meeting**, shall be considered “meetings” or “informal gatherings” and subject to the rules set out in Article VI, Section E, above.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
BY-LAWS OF THE PERRY-FOLEY AIRPORT ADVISORY COMMITTEE

Article VII, Section D, cont.

Training shall include issues associated with the legal liability and accountability of AAC members and staff with special attention directed to the Florida State Sunshine Law and its application to Committee and personal conduct. New AAC appointees and staff shall be directed by the Chair to complete a personal review of the Sunshine Law. Completion of the personal review and other training shall be reported to the Chair and recorded by inclusion in appropriate Meeting Minutes or by separate documentation provided to the Chair for sessions not conducted during published "meetings" or "informal gatherings". All documentation shall be retained as part of the public record.

- E. Provide legal counsel and guidance as necessary to the Airport Advisory Committee, Subcommittees, and members.
- F. Ensure that legal defenses, including legal liability insurance coverage and legal counsel equal to protections afforded to County personnel by blanket or special liability insurance endorsement, apply to AAC Members.


ARTICLE VIII—SUNSET PROVISION—

The activities and accomplishments of the Committee will be reviewed by the County Administrator using an "on-going" process. The review will determine if the AAC operates effectively to meet its established goals and remains within the guidelines set by AAC By-laws and rules established by the BOCC. Following an unsatisfactory review, the BOCC may elect to reeducate, reorganize, suspend, or terminate the Committee.

ARTICLE IX—BY-LAWS—CHANGES, EFFECTIVE DATE, RECORDING and DISTRIBUTION—

Changes to these By-Laws proposed by the Committee, must receive no less than five (5) member votes in favor. The votes must be cast during a regular monthly meeting. Approved changes shall be forwarded via Staff to the BOCC and become effective upon adoption by the BOCC.

These By-laws are part of the public record. Copies will remain on file with the BOCC, the County Administrator, the Airport Manager, and the Committee Chair. Copies will be provided to all AAC members and appropriate Staff. Copies will be made available to the public in a manner consistent with BOCC Rules and Procedures.

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
SUBJECT/TITLE: 	Board to ratify County's Administrator's signature on the Small County Solid Waste Management Grant Application and the DEP Budget-Cost Analysis Form for FY 2013-2014
MEETING DATE REQUESTED:	July 16, 2013

Statement of Issue: Board to ratify the County Administrator's signature on the Small County Solid Waste Management Grant Application and the Cost Analysis Form for FY 2013-2014.

Recommended Action: Ratify the County Administrator's signature on the Grant Application and the Cost Analysis Form.

Fiscal Impact: The County is eligible to receive up to \$90,909 from the DEP Solid Waste Management Grant Program with no match required from the County.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is eligible to receive up to \$90,909 in grant funds to be used to fund operating costs for the local solid waste management program including salaries of the recycling employees and waste tire disposal. The County received a grant in the amount of \$70,588 FY 2012-2013.

Attachments: Grant Application, DEP Budget –Cost Analysis Form and Grant Work Plan.



Florida Department of Environmental Protection

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, FL 32399-2400

DEP Form #: 62-716.900(2) F.A.C.
Form Title: Consolidated Small
County Solid Waste Management
Grant Application
Effective Date: T.B.A.
Incorporated in Rule: 62-716

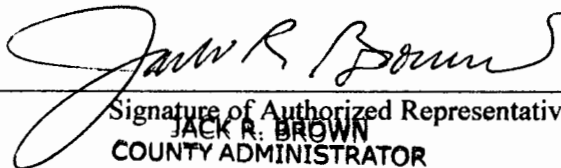
Consolidated Small County Solid Waste Management Grant Application

1. Name of County Taylor
2. Address of County 201 E. Green Street, Perry, FL 32347
3. Federal Employer Identification Number 59 - 6000879
4. Name and Title of Contact Person (person handling program on a daily basis)
Name Melody Cox Title Grants Director
5. Address of Contact Person 201 E. Green Street, Perry, FL 32347
6. Telephone Number of Contact Person (850) 838-3553
7. Population of County 23,164
8. Purpose for which grant money is requested (indicate by checkmarks) per Rule 62-716.510 (1)

<input type="checkbox"/> a. Purchasing or repairing solid waste scales	<input type="checkbox"/> e. Maintenance of solid waste facilities
<input checked="" type="checkbox"/> b. Annual solid waste management program operating costs (may include waste tire and litter control and prevention)	<input type="checkbox"/> f. Education for employees or public
<input type="checkbox"/> c. Planning	<input type="checkbox"/> g. Recycling demonstration projects
<input type="checkbox"/> d. Construction of solid waste facilities	
9. Purpose for which grant money is requested detail. Please complete the two attached forms: (1) DEP - Attachment "A" Grant Work Plan; and (2) DEP Budget-Cost Analysis.
10. Name and Title of Authorized Representative
Name Jack R. Brown Title County Administrator
11. This application is due by August 1, of each year.
12. E-Mail Address of Contact person melody.cox@taylorcountygov.com
13. My Florida Market Place Registered Vendor Address (this address should be registered with My Florida Market Place and is the address your County wants the Reimbursement Request amount, e.g. State Warrant, sent to)
13A. Name of County (as it appears in M.F.M.P.) Taylor County
13B. Address of County (as it appears in M.F.M.P.) 201 E. Green Street, Perry, FL 32347

14. Is your County **Self-Insured** for Liability Insurance, appropriate and allowable under Florida Law? YES ___ NO X
If your county is self-insured, we must have a written statement from your Chief Financial Officer stating this. (Please Attach).

I CERTIFY that I am familiar with the information contained in this application, and that to the best of my knowledge and belief such information is true, complete and accurate. I further certify that I possess the authority to apply for this grant on behalf of this county.



Signature of Authorized Representative

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



Date

NOTE: This form may be submitted electronically to Tony.Partin@dep.state.fl.us or by mail to the Financial Management & Procurement Section, MS 4555, Division of Waste Management, Department of Environmental Protection, 2600 Blair Stone Road, Tallahassee, Florida 32399-2400.

DEP BUDGET-COST ANALYSIS FORM

PROJECT TITLE: Small County Consolidated Grant Agreement for Taylor County

BUDGET DETAIL						COS																																						
Budget items below to be provided by the Contractor . See attached instructions.						Cost Analysis to be completed by the Depa instructions.																																						
1. <u>PERSONNEL EXPENSES</u>						Allowable	Reasonable	Necessary																																				
<div style="display: flex; justify-content: space-between;"> <div style="width: 35%;"> A. Salaries - (Name/Title/Position) <u>Recycling Technician</u> <u>Utilities Mechanic</u> <u>Heavy Equipment Operator I</u> </div> <div style="width: 30%;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Hourly Cost (\$)</th> <th style="text-align: left;">Hours</th> <th style="text-align: left;">Totals (\$)</th> </tr> <tr> <td>8.28 *</td> <td>2080</td> <td>= 17222.4</td> </tr> <tr> <td>9.4 *</td> <td>2080</td> <td>= 19552</td> </tr> <tr> <td>9.59</td> <td>2080</td> <td>= 19947.2</td> </tr> <tr> <td>*</td> <td></td> <td>= 0</td> </tr> <tr> <td>*</td> <td></td> <td>= 0</td> </tr> <tr> <td>*</td> <td></td> <td>= 0</td> </tr> <tr> <td colspan="2" style="text-align: right;">Total Salaries</td> <td>56721.6</td> </tr> </table> </div> <div style="width: 30%;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Rate %</th> <th style="text-align: left;">Total Sal. App.</th> <th style="text-align: left;">Total \$</th> </tr> <tr> <td>FICA - 7.65%</td> <td>14.60% *</td> <td>56721.6</td> </tr> <tr> <td>Retirement - 6.95%</td> <td></td> <td></td> </tr> <tr> <td colspan="2" style="text-align: right;">Total Personnel Expenses (A+B)</td> <td>65002.9536</td> </tr> </table> </div> </div>						Hourly Cost (\$)	Hours	Totals (\$)	8.28 *	2080	= 17222.4	9.4 *	2080	= 19552	9.59	2080	= 19947.2	*		= 0	*		= 0	*		= 0	Total Salaries		56721.6	Rate %	Total Sal. App.	Total \$	FICA - 7.65%	14.60% *	56721.6	Retirement - 6.95%			Total Personnel Expenses (A+B)		65002.9536			
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Total Personnel Expenses (A+B)		65002.9536																																										
2. <u>Supplies</u>																																												
<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Description</th> <th style="text-align: left;">Unit Cost \$</th> <th style="text-align: left;">Quantity</th> <th style="text-align: left;">Totals \$</th> </tr> <tr> <td></td> <td>*</td> <td></td> <td>= 0</td> </tr> <tr> <td></td> <td>*</td> <td></td> <td>= 0</td> </tr> <tr> <td></td> <td>*</td> <td></td> <td>= 0</td> </tr> <tr> <td colspan="3" style="text-align: right;">Total Supplies</td> <td>0</td> </tr> </table>						Description	Unit Cost \$	Quantity	Totals \$		*		= 0		*		= 0		*		= 0	Total Supplies			0																			
Description	Unit Cost \$	Quantity	Totals \$																																									
	*		= 0																																									
	*		= 0																																									
	*		= 0																																									
Total Supplies			0																																									
3. <u>Equipment</u>																																												
<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Description</th> <th style="text-align: left;">Unit Cost \$</th> <th style="text-align: left;">Quantity</th> <th style="text-align: left;">Totals \$</th> </tr> <tr> <td></td> <td>*</td> <td></td> <td>= 0</td> </tr> <tr> <td></td> <td>*</td> <td></td> <td>= 0</td> </tr> <tr> <td></td> <td>*</td> <td></td> <td>= 0</td> </tr> <tr> <td colspan="3" style="text-align: right;">Total Equipment</td> <td>0</td> </tr> </table>						Description	Unit Cost \$	Quantity	Totals \$		*		= 0		*		= 0		*		= 0	Total Equipment			0																			
Description	Unit Cost \$	Quantity	Totals \$																																									
	*		= 0																																									
	*		= 0																																									
	*		= 0																																									
Total Equipment			0																																									
4. <u>Travel</u>																																												
<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">Purpose/Destination</th> <th style="text-align: left;">Days</th> <th style="text-align: left;">Per Diem \$</th> <th style="text-align: left;">Fare/Rate \$</th> <th style="text-align: left;">Mileage</th> <th style="text-align: left;">Totals \$</th> </tr> <tr> <td></td> <td>[]</td> <td>* []</td> <td>+ []</td> <td>* []</td> <td>= 0</td> </tr> <tr> <td></td> <td>[]</td> <td>* []</td> <td>+ []</td> <td>* []</td> <td>= 0</td> </tr> <tr> <td></td> <td>[]</td> <td>* []</td> <td>+ []</td> <td>* []</td> <td>= 0</td> </tr> <tr> <td colspan="5" style="text-align: right;">Total Travel</td> <td>0</td> </tr> </table>						Purpose/Destination	Days	Per Diem \$	Fare/Rate \$	Mileage	Totals \$		[]	* []	+ []	* []	= 0		[]	* []	+ []	* []	= 0		[]	* []	+ []	* []	= 0	Total Travel					0									
Purpose/Destination	Days	Per Diem \$	Fare/Rate \$	Mileage	Totals \$																																							
	[]	* []	+ []	* []	= 0																																							
	[]	* []	+ []	* []	= 0																																							
	[]	* []	+ []	* []	= 0																																							
Total Travel					0																																							

				Allowable	Reasonable	Necessary	
5. <u>Contractual</u>							
Name or Services	Fee/Rate \$	Hours	Totals \$				
	*		=	0			
	*		=	0			
	*		=	0			
	Total Contractual			0			
6. <u>Miscellaneous</u>							
Description	Unit Cost \$	Quantity	Totals \$				
D.E. Barnes (Tire Disposal)	200	122.53	=	24506			
Aucilla Area Regional Landfill (Tire Disposal)	200	* 7	=	1400			
	*		=	0			
	*		=	0			
	*		=	0			
	Total Miscellaneous			25906			
SUBTOTAL (1 thru 6)				<u>90908.9536</u>			
7. <u>Overhead/Indirect</u> - Base: _____							
	Rate %	Base \$	Total \$				
	0.00%	* 0	=	0			
8. Total Budget				\$ 90908.9536			

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is attached evidencing the methodology used and the conclusions reached.

Date: 7/9/2013

ATTACHMENT A GRANT WORK PLAN

Project Title: <i>Small County Consolidated Solid Waste Grant</i>
Project Location: <i>Taylor County, Florida</i>
Project Background: <i>The Taylor County Board of County Commissioners provides recycling services and waste tire disposal for residents and businesses in the City of Perry and for the unincorporated areas of Taylor County. The Small County Solid Waste Management Grant, administered by the Florida Department of Environmental Protection provides partial funding of these programs. Both programs are necessitated by Legislative action (Solid Waste Management Act of 1988). The legislature budgeted and the Governor approved \$3,000,000 for FY 2013 – 2014 which is divided by 33 counties with populations less than 100,000.</i>
Project Description: <i>The Taylor County Recycling program provides recycling services for county residents and small businesses. Materials such as old newspaper (ONP), corrugated cardboard (OCC), plastic (PETE, HDPE), aluminum cans and metal (ferrous and non-ferrous) are collected throughout the county and brought to a central facility for processing. The materials are either bulked or baled and shipped to a large processor (Newark Recycled Fibers) for final disposition. The County anticipates disposing of 129.53 tons of waste tires FY 2013 – 2014.</i> <i>Task 1 will provide recycling services for residents and small businesses by funding 3 full time personnel positions for the operation of a recycling and collection facility.</i> <i>Task 2 will provide for the disposal of waste tires.</i>

Project Tasks/Deliverables: *Provide a clear, detailed description of the task that is to be completed. Identify deliverables to result from the task. (Examples include: operations logs, sampling reports, hauling and disposal logs, something as proof that the task was completed, etc.) Identify dates for providing the deliverables on a schedule after the date of agreement execution. Payment will only be made upon submittal and approval of deliverable identified for the task. (If the Grantee wants to be reimbursed quarterly then a quarterly deliverable and budget must be provided). Format should appear as follows:*

Task # 1

Task Title: Recycling Services for Residents and Small Businesses

Task Description: Operation of recycling and collection facility

Deliverable Description: Documentation of staff salary and benefit expenditures – Payroll Reports

Deliverable Budget: \$65,002.95

Project Budget Detail: *Provide budget detail for each deliverable being funded under this Agreement.*

Position	Hours	Hourly Rate	Annual Salary	Fringe Benefits	Total
Recycling Technician	2080	\$8.28	\$17,222.40	14.6% (7.65% FICA 6.95% Retirement)	\$19,736.82
Utilities Mechanic	2080	\$9.40	\$19,552.00	14.6% (7.65% FICA 6.95% Retirement)	\$22,406.59
Heavy Equipment Operator	2080	\$9.59	\$19,947.20	14.6% (7.65% FICA 6.95% Retirement)	\$22,859.49
Total Salary					\$65,002.95

Task # 2**Task Title: Disposal Waste Tires****Task Description: Disposal of 129.53 tons of Waste Tires****Deliverable Description: Copy of invoices and proof of payment****Deliverable Budget: \$25,906.00****Project Budget Detail:** *Provide budget detail for each deliverable being funded under this Agreement.*

Company	Price per ton	Tonnage	Total Cost
D.E. Barnes	\$200.00	122.53	\$24,506
Aucilla Area Regional Landfill	\$200.00	7	\$1,400
Total Costs			\$25,906

Salaries: *Provide the positions that will be paid under this Agreement, what their hourly rate is and how many hours it is anticipated they will work on the project.*

Fringe Benefits: *Provide the fringe benefit rate and the benefits included in the rate.*

Travel: *Who is traveling and to where and what task is it under?*

Contractual: *What services will be subcontracted?*

Equipment: *What equipment will be purchased? Equipment is \$1,000 or more per unit cost. This includes vehicles if approved by the Department.*

Supplies/Other Expenses: *What supplies will be purchased? What are the other costs? (rental, postage, copying, any costs other than salaries, fringe benefits, travel, contracted services).*

Performance Measure:

Task 1: This task fulfills the goals of FS Chapter 62 – 716 with the operation of the County collection and recycling facility. The County recycling rates (21% to 24%) will be maintained and/or increased. As per FS Chapter 62 – 716, the County recycling program serves both the public sector and small private businesses.

Task 2: Will provide for the disposal of 129.53 tons of waste tires in compliance with FS Chapter 62 – 716.620 (b) and (c). The County has no other means of waste disposal other than the collection of tires to be sent to an out-of-county disposal / processing center.

NOTE: THIS INFORMATION MUST BE PROVIDED FOR EACH TASK.

Task No.	Task Title	Start	Complete	Deliverable	Deliverable Due Dates
1	Recycling Service	10/01/2013	09/30/2014	Qtrly Reports with support doc.	Jan. 31 st , April 30 th , July 31 st , Oct. 31 st .
2	Waste Tire Dis.	10/01/2013	09/30/2014	Qtrly Reports with support doc.	Jan. 31 st , April 30 th , July 31 st , Oct. 31 st .

Total Project Budget:

Budget Category	DEP Funding Amount
Salaries:	\$56,721.60
Fringe Benefits:	\$8,281.35
Travel:	
Contractual Services:	
Equipment Purchases	
Supplies/Other Expenses	\$25,906
Land	N/A
Indirect:	N/A
Total Funding Amount:	\$90,908.95

Total Budget by Task: *The tasks identified here should agree with the tasks identified and described above.*

Task	DEP Funding Amount
1 Recycling Services	\$65,002.95
2 Waste Tire Disposal	\$25,906.00
3	
4	
5	
6	
Total Funding Amount:	\$90,908.95 (\$90,909.00)

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**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**
BOB MARTINEZ CENTER
2600 BLAIRSTONE ROAD
TALLAHASSEE, FLORIDA 32399-2400

RICK SCOTT
GOVERNOR
HERSCHEL T. VINYARD JR.
SECRETARY

TO: All Interested Parties
FROM: Tony Partin, Financial Management & Procurement
DATE: June 7, 2013
SUBJECT: Small County Consolidated Solid Waste Grant Application

An application for the Small County Consolidated Solid Waste Management Grant is enclosed for your review and response. The Legislature budgeted \$3,000,000 for this year's grants in the recently concluded session. There are 33 counties with populations less than 100,000. The Governor has signed the budget so the grant amount for the upcoming year should be \$90,909.00 assuming all eligible counties apply.

APPLICATION DUE DATE: August 1, 2013

All grant applications should be submitted electronically and be signed by the county's authorized representative. The Grantee should keep the original application in their Grant File.

The Grant Work Plan (Attachment A)(WORD) and the DEP Budget/Cost Analysis form (EXCEL) need to be completed and returned as an attachment to an e-mail, in (WORD)&(EXCEL) the same format they were issued in. Scanned copies will not allow adjustments that may be needed. Both these forms must be completed before a Grant Agreement can be written and executed.

An attached sheet with some suggestions about how to complete your Grant Work Plan (Attachment A) will be enclosed.

The signed and completed Grant Application form should be scanned and sent to:

(Tony.Partin@dep.state.fl.us).

There is no need to mail any of the forms mentioned above. Hard copies will not be required this fiscal year. Please use the forms sent to you this year, please do not use the forms from last year. I can not process prior year forms.

If you have any questions, please contact Tony Partin at 850-245-8737 or E-Mail me at the above e-mail address.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

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

MEETING DATE REQUESTED:

July 16, 2013

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

Recommended Action: Board to approve Notice to Bidders and Bid documents

Budgeted Expense: See Below

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Per FAA and FDOT inspections there are numerous trees which will need to be removed which are penetrating runway glide slopes at Perry Foley Airport. The County also had an independent survey completed to confirm the trees which were penetrating glide slopes as so indicated by FAA and FDOT. Bids were to be received at the March 19, 2013 Board meeting. Per the request of staff, the bids were rejected and not opened due to errors in the documents as far as the number of trees to be removed. AVCON, Inc., the Airport's consulting firm has revised the documents to ensure all trees which need to be removed are included in the bid specifications. The County also had a second survey completed to mark each tree in the residential areas. Landowners who are impacted by the tree removal have been contacted by Airport staff and letters were also sent via registered mail to each landowner. The bids are to be opened at 5:30pm at the August 20, 2013 Board meeting. The tree removal project is funded 100% by an FDOT grant.

Attachments: Notice to Bidders and Bid Documents

DESIGN DRAWINGS FOR:

PERRY-FOLEY AIRPORT



PAM FEAGLE, CHAIR
PAT PATTERSON
MALCOM PAGE

LOCATION MAP
NTS.

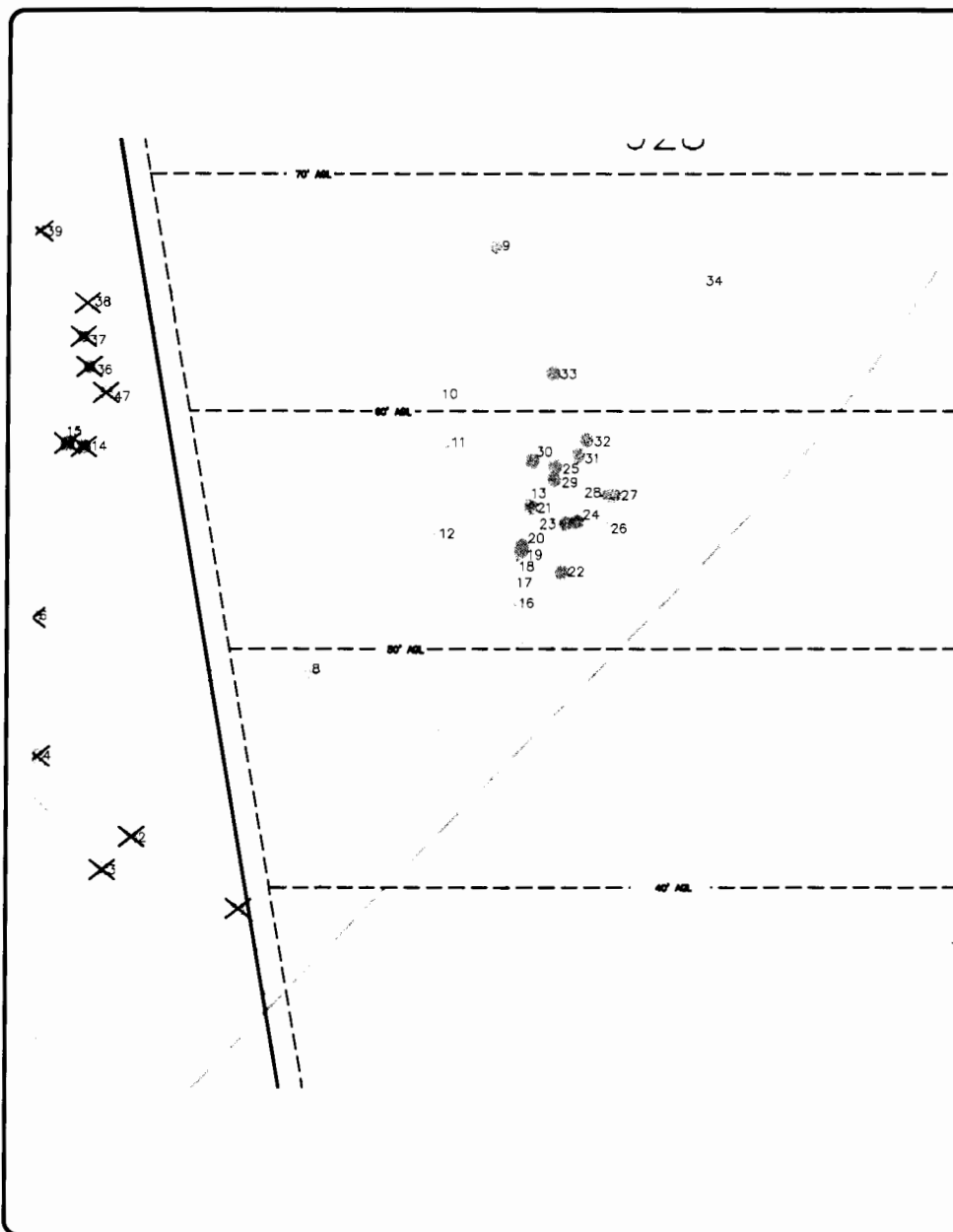
**MORRIS STEEN
DAWN TAYLOR
JOHN GENTRY
RICHARD DAY
RICK BREER**

[illegible]

AVCON

AVCON, INC.
ENGINEERS & PLANNERS
320 BAYSHORE DRIVE, SUITE A - NICEVILLE, FL 32578-2425
OFFICE: (850) 678-0050 • FAX: (850) 678-0040
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5057
www.avconinc.com

RELEASED FOR BID



POINT	NORTHING	EASTING	DESCRIPTION
1	287761.47	287761.47	SPOT
2	287761.47	287761.47	SPOT
3	287761.47	287761.47	SPOT
4	287761.47	287761.47	SPOT
5	287761.47	287761.47	SPOT
6	287761.47	287761.47	SPOT
7	287761.47	287761.47	SPOT
8	287761.47	287761.47	SPOT
9	287761.47	287761.47	SPOT
10	287761.47	287761.47	SPOT
11	287761.47	287761.47	SPOT
12	287761.47	287761.47	SPOT
13	287761.47	287761.47	SPOT
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19	287761.47	287761.47	SPOT
20	287761.47	287761.47	SPOT

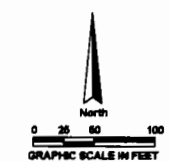
POINT	NORTHING	EASTING	DESCRIPTION
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24	287761.47	287761.47	SPOT
25	287761.47	287761.47	SPOT
26	287761.47	287761.47	SPOT
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38	287761.47	287761.47	SPOT
39	287761.47	287761.47	SPOT
40	287761.47	287761.47	SPOT


POINT	NORTHING	EASTING	DESCRIPTION
41	287761.47	287761.47	SPOT
42	287761.47	287761.47	SPOT
43	287761.47	287761.47	SPOT
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51	287761.47	287761.47	SPOT
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53	287761.47	287761.47	SPOT
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57	287761.47	287761.47	SPOT
58	287761.47	287761.47	SPOT
59	287761.47	287761.47	SPOT
60	287761.47	287761.47	SPOT

TOPOGRAPHY SURVEY PERFORMED BY
 CAUSEAUX, HEWITT, & WALPOLE, INC.
 DATED: 08-14-2013
 CONTRACTOR RESPONSIBLE TO OBTAIN SIGNED AND SEALED
 SURVEY FROM OWNER AND VERIFY BENCHMARKS, CONTROL
 AND CONSTRUCTION FIELD STAKES PRIOR TO CONSTRUCTION.
 ENGINEER TO BE NOTIFIED IMMEDIATELY OF ANY
 DISCREPANCIES.

CAUSEAUX, HEWITT, & WALPOLE, INC.
 132 NW 78TH DRIVE
 GAINESVILLE, FLORIDA 32607
 PHONE: (352) 331-1978
 FAX: (352) 331-2478

LEGEND	
	SURVEYED TREES (TO BE REMOVED)
	TREES NOT TO BE REMOVED DURING THIS PROJECT





AVCON
 INCORPORATED
 132 NW 78TH DRIVE, SUITE A
 GAINESVILLE, FL 32607
 PHONE: (352) 331-1978
 FAX: (352) 331-2478
 WWW.AVCON.COM

ENGINEER OF RECORD:
 NAME: JOHN R. COLLINS
 FL LICENSE NO. 75498

AVCON, INC.
 132 NW 78TH DRIVE, SUITE A
 GAINESVILLE, FL 32607
 PHONE: (352) 331-1978
 FAX: (352) 331-2478

FBI/CERTIFICATE OF
 AUTHORIZATION NO. 9817

PERRY-FOLEY AIRPORT

**TAYLOR COUNTY,
 FLORIDA**

**RUNWAY OBSTRUCTION
 TREE REMOVAL**

**TREE REMOVAL
 (SHEET 4 OF 4)**

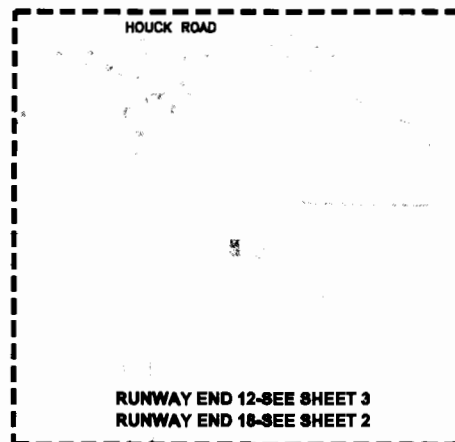
REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	7-13-2013	J.R.C.	RELEASED FOR BID

RELEASED FOR BID

DESIGNED BY: J.R.C.
 DRAWN BY: T.W.B.
 CHECKED BY: V.C.L.
 APPROVED BY: J.R.C.
 DATE: JULY 2013

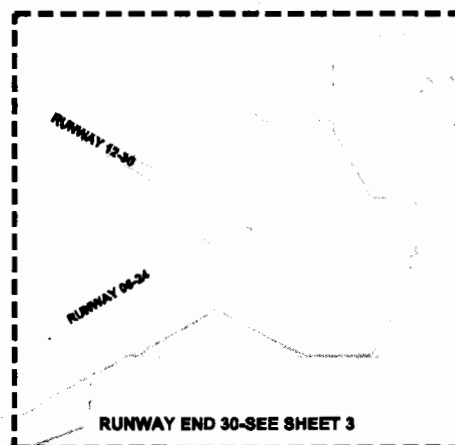
AVCON PROJECT NO. 2013.1.48.01
SHEET NUMBER
5



C.R. 503 - ARTHUR PADGETT ROAD

S.R.362-INDUSTRIAL PARK DRIVE

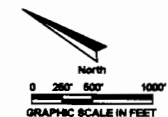
APRON



CARLTON CEMETERY ROAD

INDEX OF DRAWINGS

SHEET NO.	DESCRIPTION
0	COVER SHEET
1	KEY MAP & INDEX OF DRAWINGS
2	TREE REMOVAL (SHEET 1 OF 4)
3	TREE REMOVAL (SHEET 2 OF 4)
4	TREE REMOVAL (SHEET 3 OF 4)
5	TREE REMOVAL (SHEET 4 OF 4)



AVCON

AVCON, INC.
200 DRYSTONE DRIVE, SUITE A
MCKINNEY, TEXAS 75069
PHONE: (972) 426-8800
FAX: (972) 426-8800
WWW.AVCON.COM

ENGINEER OF RECORD:

NAME: JAMES H. COLLINS
F.L. LICENSE NO. 75499

AVCON, INC.
200 DRYSTONE DRIVE, SUITE A
MCKINNEY, TEXAS 75069
PHONE: (972) 426-8800
FAX: (972) 426-8800

FORM CERTIFICATE OF
AUTHORIZATION NO. 5857

PERRY-FOLEY AIRPORT

TAYLOR COUNTY,
FLORIDA

RUNWAY OBSTRUCTION TREE REMOVAL

KEY MAP & INDEX OF DRAWINGS

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SCALE: AS NOTED

NO.	DATE	BY	DESCRIPTION
1	7-13-2013	J.J.C.	RELEASED FOR BID

RELEASED FOR BID

DESIGNED BY: J.J.C.
DRAWN BY: T.W.S.
CHECKED BY: V.C.L.
APPROVED BY: J.J.C.
DATE: JULY 2013

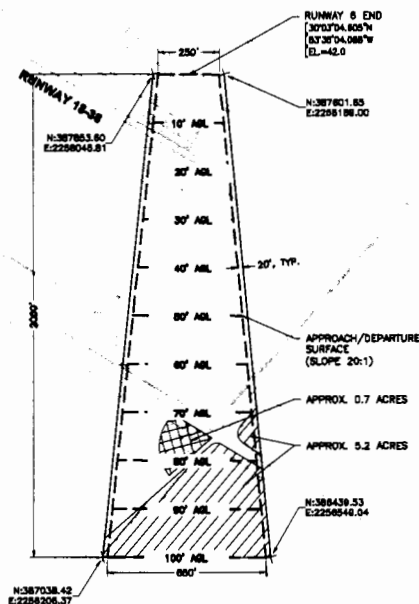
AVCON PROJECT NO. 2013.140.01

SHEET NUMBER

1







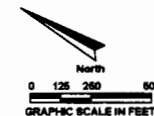
CARLTON CEMETERY ROAD

**EXTENDED RUNWAY 8 END
(AREA 5)**

NOTES:

1. THE CONTRACTOR SHALL REMOVE ALL TREES GREATER THAN 10 FEET TALL IN THE AREAS IDENTIFIED AS "STANDARD TREE CLEARING" OR "WETLAND TREE CLEARING". REMOVAL OF TREES IN THIS PROJECT SHALL CONSTITUTE CUTTING THE TREE LEVEL WITH EXISTING GRADE AND SHALL NOT INCLUDE REMOVAL OF THE TREE STUMP, FELLOES AND BRANCHES. THE CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE OF THE REMOVED TREES OFF OF THE PROPERTY FROM WHERE THEY WERE REMOVED.
2. CLEARING ACTIVITIES IN WETLAND AREAS IDENTIFIED AS "WETLAND TREE CLEARING" SHALL BE PERFORMED BY LOW GROUND PRESSURE EQUIPMENT TO AVOID SOIL DISTURBANCE OR COMPACTION.
3. CONTRACTOR SHALL RESTORE SITE TO PRE-CONSTRUCTION CONDITIONS.

LEGEND			
	EXISTING CONDITIONS		STANDARD TREE CLEARING
	TREE LINE (UNVERIFIED)		WETLAND TREE CLEARING
	APPROACH/DEPARTURE SURFACE		



AVCON

AVCON, INC.
5101 E. 15TH AVE. SUITE 100
FORT LAUDERDALE, FL 33309
PHONE: (954) 878-0888
FAX: (954) 878-0889
WWW.AVCON.COM

ENGINEER OF RECORD:

NAME: JOHN R. COLLINS
F.L. LICENSE NO. 79979

AVCON, INC.
5101 E. 15TH AVE. SUITE 100
FORT LAUDERDALE, FL 33309
PHONE: (954) 878-0888
FAX: (954) 878-0889

FLORIDA CERTIFICATE OF
AUTHORIZATION NO. 2857

PERRY - FOLEY AIRPORT

**TAYLOR COUNTY,
FLORIDA**

**RUNWAY OBSTRUCTION
TREE REMOVAL**

**TREE REMOVAL
(SHEET 3 OF 4)**

ATTENTION:
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SCALE: AS NOTED

REVISIONS:			
NO.	DATE	BY	DESCRIPTION
1	7.13.2013	J.R.C.	RELEASED FOR BID

RELEASED FOR BID

DESIGNED BY: J.R.C.
DRAWN BY: T.W.B.
CHECKED BY: V.C.L.
APPROVED BY: J.R.C.
DATE: JULY 2013

AVCON PROJECT NO. 2013.148.01

SHEET NUMBER

4

NOTICE TO BIDDERS

**RUNWAY OBSTRUCTION TREE CLEARING at
PERRY FOLEY AIRPORT
TAYLOR COUNTY, FLORIDA**

Notice is hereby given that Taylor County will receive sealed bids at the Taylor County Board of County Commissioners, Attn: Clerk's Office, 108 East Jefferson Street, Perry, Florida 32347 (850-838-3506) until 4:00 PM local time on Friday, August 16, 2013, for the Runway Obstruction Tree Clearing project at the Perry Foley Airport, Perry, Fl. Bids must be submitted in a sealed enveloped clearly marked "**BID ENCLOSED: RUNWAY OBSTRUCTION TREE CLEARING PROJECT AT PERRY FOLEY AIRPORT.**" Bids will be opened at the Taylor County Board of Commissioners meeting to be held on Tuesday, August 20, 2013 at 5:30 PM local time at the Taylor County Administration Complex, 201 East Green Street, Perry, Florida. Bids will be publicly opened and read aloud.

The project consists of providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown in the Bid Documents but not necessarily limited to, the following:

Contractor shall remove all trees greater than 10 feet tall within the areas identified on Sheets 1 through 5. The contractor shall remove and properly dispose of the removed trees off of the property from where they were removed. The contractor shall adhere to all federal, state, and local construction requirements for work conducted in wetlands as identified on the sheets.

The contract time for substantial completion of the work included shall be 60 calendar days from the date of the "Notice to Proceed (NTP)." The final project completion shall be 70 calendar days from the date of the "Notice to Proceed (NTP)."

Beginning on Wednesday, July 17, 2013, drawings, specifications, and project documents may be examined by appointment at the Airport Terminal Building of the Perry Foley Airport at 511 Industrial Park Drive, Perry, Florida 32348. Appointments may be made by calling Bill Roberts at Perry Foley Airport at 850-838-3519. Beginning on Wednesday, July 17, 2013, copies of the above documents may be obtained from the Perry Foley Airport, 511 Industrial Park Drive, Perry, Florida, 32347, (850) 838-3519, upon payment of a non-refundable fee of Twenty dollars (\$20.00) payable to Taylor County for each set of project documents obtained.

Bid security in the amount of at least five percent (5%) of the total quote must be submitted with the quote. The quote security may be either a certified check or a proposal guaranty bond executed by a surety company authorized to do business in the State of Florida. Quote security shall be made payable to Taylor County. The successful contractor must be able to furnish proof of required insurance, a 100% Performance Bond, and a 100% Labor and Materials Payment Bond, and shall begin execution of this contract within five (5) calendar days following the date of the Notice to Proceed.

Funding for this project is being provided, in part, by the Florida Department of Transportation and will be subject to all applicable requirements of the U.S. Department of Transportation.

Taylor County has an approved Disadvantaged Business Enterprise (DBE) Program for Airport Improvement Program projects which the successful contract must comply with. The DBE participation goal for this project is 4.78% and compliance requirements are listed in the project documents.

A non-mandatory Pre-Bid Conference will be conducted at the Terminal Building of the Perry Foley Airport at 511 Industrial Park Drive, Perry, Florida 32347 on Wednesday, July 24, 2013 at 10:00 a.m. local time (EDT). Questions relating to the Project Documents will be answered at that time. Attendance by prospective prime contractors is strongly recommended.

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

OWNER'S CONTACT:

Melody Cox
County Grants Administrator
Taylor County Board of County
Commissioners
201 East Green Street
Perry, Florida 32347
Tel: 850-838-3553
Fax: 850-838-3563

All bids should be addressed as follows:

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

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

By:
Taylor County Board of County Commissioners

Name: _____

Date

Title: _____

RELEASE FOR BID DOCUMENTS AND SPECIFICATIONS

for

RUNWAY OBSTRUCTION TREE CLEARING

at

**Perry Foley Airport
Perry, Florida**

Prepared for:

**Taylor County,
Board of County Commissioners**



Prepared by:



AVCON, INC.

320 Bayshore Dr, Suite A
Niceville, Florida 32578
Phone: 850.678.0050

AVCON PROJECT #2013.148.01

July 2013

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FRONT END DOCUMENTS



BID DOCUMENTS & SPECIFICATIONS RUNWAY OBSTRUCTION TREE CLEARING PERRY FOLEY AIRPORT—PERRY, FL

NOTICE TO BIDDERS

**RUNWAY OBSTRUCTION TREE CLEARING at
PERRY FOLEY AIRPORT
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PERRY FOLEY AIRPORT**

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

By:
Taylor County Board of County Commissioners

Name: _____

_____ Date

Title: _____

INSTRUCTIONS TO BIDDERS

PROJECT IDENTIFICATION:

a) Project Title:

RUNWAY OBSTRUCTION TREE CLEARING

b) Owner:

TAYLOR COUNTY

c) Engineer:

AVCON, INC.

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1. Defined Terms.

Terms used in the Instructions to Bidders that are defined in the Standard General Conditions of the Project Manual have the meanings assigned to them in the General Conditions.

Certain additional terms used in the Instruction to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

- 1.1 Bidder – one who submits a Bid directly to Owner as distinct from sub-bidder, who submits a bid to a Bidder.
- 1.2 Issuing Office – the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.3 Successful Bidder – the lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes and award.

2. Copies of Bidding Documents.

- 2.1 Complete sets of the Bidding Documents in the number and for the sum, if any, stated in the Advertisement or Notice to Bidders may be obtained from the Issuing Office.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

3. Qualifications of Bidders.

To demonstrate qualifications to perform the Work, each Bidder must submit within two (2) business days after Bid opening upon Owner's request detailed written evidence such as financial data, previous experience, present commitments and other such data as may be called for below. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. Examination of Documents and Site.

- 4.1 It is the responsibility of each bidder before submitting a Bid:
 - 4.1.1 To examine thoroughly these documents and other related data identified (including "technical data" referred to below);
 - 4.1.2 To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance, or furnishing of the Work;
 - 4.1.3 To consider federal, state, and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work;

- 4.1.4 To study and carefully correlate Bidder's knowledge and observations with these Bid Documents and such other related data; and
- 4.1.5 To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between these Bid Documents and such other related documents.
- 4.2 Reference is made to the Supplementary Conditions for identification of:
 - 4.2.1 Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by Engineer in preparation of these Bid Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.
 - 4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by Engineer in preparation of these Bid Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such drawings but not upon other data, interpretations, opinions, or information shown or indicated in such drawings or otherwise relating to such structures, nor upon the completeness thereof for the purposes of bidding or construction.

Copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Bid Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.2 of the General Conditions and has been identified and established in Article 4 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any such data, interpretations, opinions, or information.
- 4.3 Information and data shown or indicated in these Bid Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by Owners of such Underground Facilities or others, and the Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in these Bid Documents due to differing or unanticipated conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.
- 4.5 Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contact Documents.
- 4.6 On request, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- 4.7 Reference is made to the Supplementary Conditions for the identification of the general nature of work that is to be performed at the site by Owner or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, Owner will provide to each Bidder

for examination access to or copies of appropriate documents (other than portions thereof related to price) for such work.

- 4.8 The submission of a Bid will constitute and incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception of the Bid is premised upon performing and furnishing the Work required by these Bid Documents and applying the specific means, methods, techniques, sequences, or procedures for construction (if any) that may be shown or indicated or expressly required by these Bid Documents, the Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in these Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- 4.9 The provisions of 1-4.1 through 4.8, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste, or Radioactive Material covered by Paragraph 4.5 of the General Conditions.

5. Availability of Lands for Work, Etc.

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the successful Contractor in performing the Work are identified in these Bid Documents. All additional land and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by the Successful Bidder. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in these Bid Documents.

6. Interpretations and Addenda.

- 6.1 All questions about the meaning or intent of these Bidding Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed, faxed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.2 Addenda may also be issued to modify these Bidding Documents as deemed advisable by Owner or Engineer.

7. Bid Security.

- 7.1 Each bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid Price in the form of a certified or bank check or a Bid Bond on form attached, issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.
- 7.2 The Bid security of Successful Bidder will be retained until such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnishes the required contract security within fifteen days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of:

the seventh (7th) day after the Effective Date of the Agreement

or

the thirty-sixth (36th) day after the Bid opening,

whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within seven (7) days after the Bid opening.

8. Contract Times.

The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the term "Contract Times" is defined in paragraph 1.12 of the General Conditions) are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

9. Substitute and "Or-Equal" Items.

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Paragraphs 6.7.1, 6.7.2 and 6.7.3 of the General Conditions and may be supplemented in the Supplementary Conditions.

10. Subcontractors, Suppliers, and Others

- 10.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, apparent Successful Bidder, and any other Bidder so requested, shall within 24 hours after Bid opening submit to Owner a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor Supplier, person, or organization if requested by Owner. An Owner or Engineer who after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person, or organization, may before the Notice of Award is given request apparent Successful Bidder to submit an acceptable substitute without an increase in Bid Price.

If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.8.2 of the General Conditions.

11. Bid Form.

- 11.1 All blanks on the Bid Form must be completed by printing in ink or by typewriter.
- 11.2 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 11.3 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 11.4 All names must be typed or printed in ink below the signature.
- 11.5 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 11.6 The address and telephone number for communications regarding the Bid must be shown.
- 11.7 Evidence of authority to conduct business as an out-of-state corporation in the state where the Work is to be performed shall be provided in accordance with Paragraph 3 above. State contractor license number, if any, must also be shown.

12. Submission of Bids.

- 12.1 Bidder shall submit the original plus seven (7) copies of their bid to the place indicated in the Advertisement of Notice to Bidder.
- 12.2 Bids shall be submitted at the time and place indicated in the Advertisement of Notice to Bidder and shall be enclosed in an opaque sealed envelope, marked with the Project title and name and address of Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "**RUNWAY OBSTRUCTION AND TREE CLEARING**" on the face of it.

13. Modification and Withdrawal of Bids.

- 13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 13.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that bidder may withdraw its Bid and bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Bid Documents.

14. Opening of Bids.

Bids will be opened and (unless obviously non-responsive) read aloud publicly at the place where Bids are to be submitted. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

15. Bids to Remain Subject to Acceptance.

All Bids will remain subject to acceptance for one hundred twenty (120) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. Disqualification of Bidders

Any of the following reasons may be considered as sufficient for the disqualification of a bidder and the rejection of his proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the bidder has a financial interest in the firm of another bidder for the same work.
- C. Evidence of collusion among bidders. Participants in such conclusion will receive no recognition as bidders for any future work of the County until such participant shall have been reinstated as a qualified bidder.
- D. Uncompleted work that in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement for bids.
- F. Default under previous contract.

17. Award of Contract.

- 17.1 Owner reserves the right to reject any or all Bids, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsible or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

- 17.2 In evaluating Bids, Owner will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 17.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major item of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 17.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Bid Documents to Owner's satisfaction within the prescribed time.
- 17.5 The Owner in its absolute discretion may reject any bid of a bidder that has failed, in the opinion of the Owner, to complete or perform an Owner-contracted project in a timely fashion, and emphasizes this condition to potential bidders.
- 17.6 If a contract is to be awarded, it will be awarded to lowest responsive, responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.
- 17.7 *The Basis of Award shall be based on the lowest Total Bid Amount. The Owner reserves the right to award all, none, or any combination of Bid Items 1 through 5 as finally determined by the owner and the funding agencies based on the availability of funding.*
- 17.8 *In the event the total construction bids exceed the funding capacity of the Owner, the Owner reserves the right to reject any and all bids.*
- 17.10 *The Owner's sole determination shall be binding.*

18. Pre-Bid Conference.

A **non-mandatory** Pre-Bid Conference will be conducted at the Terminal Building of the Perry Foley Airport at 511 Industrial Park Drive, Perry, Florida 32348 on Wednesday, July 24, 2013 at 10:00 a.m. local time (EDT). Participation is strongly encouraged. Engineer will transmit to all plan holders of record such Addenda as Engineer considers necessary in response to written questions received no later than seven (7) days prior to the Bid Opening date. Oral statements may not be relied upon and will not be binding or legally effective.

19. Sales and Use Taxes.

Work under this bid is subject to the provisions of Chapter 212, Florida Statutes, Tax on state, Use and Other Transactions. Other state, local, or federal taxes may be applicable. The bidder is responsible to remit to the appropriate governmental entity all applicable taxes. Any applicable tax shall be included in the total bid price by the bidder.

BID DOCUMENTS



BID DOCUMENTS & SPECIFICATIONS RUNWAY OBSTRUCTION TREE CLEARING PERRY FOLEY AIRPORT—PERRY, FL

BID FORM

PROJECT IDENTIFICATION:

RUNWAY OBSTRUCTION TREE CLEARING
PERRY FOLEY AIRPORT

THIS BID IS SUBMITTED TO:

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in these documents to perform and furnish all Work as specified or indicated in these documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of these documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for one-hundred twenty (120) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.

3. In submitting this Bid, Bidder represents as more fully set forth in the Agreement, that:

- (a) Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

Addendum No.: _____ Date: _____

- (b) Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing 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, performance, and furnishing of the Work.
- (d) Bidder has carefully studied all 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 4.2.1 of the General Conditions. Bidder accepts the determination set forth in Article 4 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in paragraph 4.2 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicted in the Bidding Documents with respect to

underground facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of these Documents.

- (e) Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in these documents.
 - (f) Bidder has correlated the information known to Bidder, information and observation obtained from visits to the site, reports and drawings identified in these documents and all additional examinations, investigations, explorations, tests, studies, and data with these documents.
 - (g) Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in these documents and the written resolution thereof by Engineer is acceptable to Bidder, and these documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
 - (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
4. Bidder will complete the Work in accordance with these documents for the price found in the Bid Schedule:

Unit Prices have been computed in accordance with paragraph 11.9.2 of the General Conditions.

Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in these documents.

5. Bidder agrees that Work associated with the **RUNWAY OBSTRUCTION TREE CLEARING** project will be substantially complete 60 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions. Bidder also agrees that Work associated with the **RUNWAY OBSTRUCTION TREE CLEARING** project will be completed and ready for final payment in accordance with paragraph 14.13 of the general conditions within 70 calendar days after the date when the Contract Time commences to run.
6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

Phone Number and Address for receipt of official communications

(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).

7. The following documents are attached to and made a condition of this Bid and shall be completed and submitted as part of a responsive bid proposal. Bid proposals that do not include the following documents may be considered unresponsive:

- (a) This bid form (BF-1 to BF-5) fully completed.
- (b) Bid schedule completed, with bid unit prices indicated numerically and in words (BS-1 to BS-14).
- (d) Bid Security as required by the Instructions to Bidders in the form of a certified or bank check made payable to Taylor County or a Bid Bond on form attached (BB-1 to BB-2), issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.
- (e) Worker's Compensation Affidavit (WCA-1)
- (j) Disadvantaged Business Enterprise Program (DBEP-1 to DBEP-4)
- (f) DBE Certificate of Compliance Form (DBECF-1)
- (g) Insurance Compliance (IC-1)

8. Communications concerning this Bid shall be addressed to the address of Bidder indicated below.

9. Terms used in this Bid which are defined in the General Conditions or Instructions to Bidders will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on _____, 20____

State Contractor License No. _____

If Bidder is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)

(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation

By _____ (SEAL)

(Corporation Name)

(State of Incorporation)

By _____ (SEAL)

(Name of person authorized to sign)

(Title)

(Corporate Seal)

Attest _____

(Secretary)

Business address: _____

Phone No.: _____

Date of Incorporation _____

A Joint Venture

By _____ (SEAL)

(Name)

(Address)

By _____ (SEAL)

(Name)

(Address)

BID SCHEDULE

BIDDER: _____ **DATE:** _____

AIRPORT NAME: Perry Foley Airport
PROJECT DESCRIPTION: Runway Obstruction Tree Clearing

BID SCHEDULE

Tree Removal in Areas 1 through 5

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
1	P-151-1	Clear Area 1 (Runway 18) _____ dollars and _____ cents	LS	1		
2	P-151-2	Clear Area 2 (Runway 36) _____ dollars and _____ cents	LS	1		
3	P-151-3	Clear Area 3 (Runway 12) _____ dollars and _____ cents	LS	1		
4	P-151-4	Clear Area 4 (Runway 30) _____ dollars and _____ cents	LS	1		
5	P-151-5	Clear Area 5 (Runway 6) _____ dollars and _____ cents	LS	1		

For all work required to perform the Tree Removal in Areas 1 through 5 in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Bid amount of:

TOTAL BID AMOUNT (in words): _____

_____ Dollars and _____ cents

(\$ _____)

(amount in numbers)

Note: Total Bid amount shall equal the sum of the totals for Bid Items No. 1 through 5.

** The Basis of Award shall be based on the lowest Total Bid Amount. The Owner reserves the right to award all, none, or any combination of Bid Items 1 through 5.*

The Bidder represents that it has examined the site of the Work and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; that it has examined the plans and specifications for the work and other Contract Documents relative thereto and has read all of the Addenda furnished prior to the opening of the Bids, as acknowledged below; and that it has otherwise fully informed itself regarding the nature, extent, scope and details of the Work to be performed.

If provided with a Notice of Intent to Award the Contract by the Owner, the Bidder shall execute and deliver to the Owner all of the documents required by the Contract Documents, including but not limited to, the Addendum to the Agreement and the Performance and Payment Bonds in the form contained in the Contract Documents, furnish the required evidence of the specified insurance coverages, furnish all necessary permits, license, materials, equipment, machinery, maintenance, tools, apparatus, means of transportation and labor necessary to complete the Work.

Dated and signed at _____, _____, this _____ day of _____, 20____.

Name of Bidder

Authorized Signature

Title

Mailing Address

City, State, Zip

(Federal ID No. or SS No.)

BID BOND

BIDDER (*Name and Address*):

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

OWNER (*Name and Address*):

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

BID:

BID DUE DATE: _____
PROJECT (*Brief Description Including Location*): Runway Obstruction Tree Clearing
project at Perry Foley Airport, Taylor County, Florida

BOND:

BOND NUMBER: _____
DATE: (*Not later than Bid Due Date*): _____
PENAL SUM: _____

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

BIDDER

SURETY

(Seal)

(Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____

By: _____

Signature and Title

Signature and Title

(Attach Power of Attorney)

Attest: _____

Attest: _____

Signature and Title

Signature and Title

Note:

- (1) Above addresses are to be used for giving required notice.
- (2) Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1. OWNER accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2. All bids are rejected by OWNER, or
 - 3.3. OWNER fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by OWNER and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal deliver, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of any Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer, or proposal as applicable.

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The following bid condition applies to this U.S. Department of Transportation (DOT) assisted contract. Submission of a bid/proposal by a prospective contractor shall constitute full acceptance of these bid conditions.

1. **DEFINITION** - Disadvantaged Business Enterprise (DBE) as used in this contract shall have the same meaning as defined in 49 CFR Part 26.
2. **POLICY** - It is the policy of DOT that DBE's as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.
3. **OBLIGATION** - The contractor agrees to ensure that DBE's as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.
4. **COMPLIANCE** - All bidders, potential contractors, or subcontractors for this DOT assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the owner.
5. **CONTRACT CLAUSE** - All bidders and potential contractors hereby assure that they will include the above clauses in all subcontracts, which offer further subcontracting opportunities.
6. **CONTRACT AWARD** - Bidders are hereby advised that meeting the DBE subcontract goal or making an acceptable good faith effort to meet said goal are conditions of being awarded this DOT assigned contract.

The owner proposes to award the contract to the lowest responsive and responsible bidder submitting a reasonable bid provided he has met the goal for DBE participation or, if failing to meet the goal, he has made an acceptable good faith effort to meet the established goal for DBE participation. Bidder is advised that the owner reserves the right to reject any or all bids submitted.
7. **DBE PARTICIPATION GOAL** - The attainment of the goal established for this contract is to be measured as a percentage of the total dollar value of the contract. The DBE goal established for this contract is 4.78 %.
8. **AVAILABLE DBE'S** - The Florida Department of Transportation maintains an online searchable database of DBE firms at <https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp>. This program contains a listing of DBE's (certified and uncertified). Bidders are encouraged to inspect this list to assist in locating DBE's for the work. Other DBE's may be added to the list in accordance with the owner's approved DBE program. Credit toward the DBE goal will not be counted unless the DBE to be used can be certified by the owner.
9. **CONTRACTOR'S REQUIRED SUBMISSION** - The owner requires the submission of the following information with the bid:

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

MBE's

<u>MBE Subcontractors Names/Addresses/ Identity</u>	<u>Subcontract Work Item</u>	<u>Dollar Value of Subcontract Work</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

WBE's

<u>Women Subcontractors Names/Addresses/ Identity</u>	<u>Subcontract Work Item</u>	<u>Dollar Value of Subcontract Work</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

OSE's

<u>Other Socially and Economically Disadvantaged Subcontractors within the DBE Group Names/Addresses/ Identity</u>	<u>Subcontract Work Item</u>	<u>Dollar Value of Subcontract Work</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Dollar Value of Subcontract Work

Total Dollar Value of Basic Bid

Total DBE Percent

_____%

*(Black, Hispanic, Asian American, American Indian, and other economically disadvantaged.)

If the Contractor fails to meet the contract goal established in Section 7 above, the following information must be submitted prior to contract award to assist the owner in determining whether or not the contractor made acceptable good faith efforts to meet the contract goal. This information (when applicable), as well as the DBE information, should be submitted as specified in Section 9 above.

Suggested guidance for use in determining if good faith efforts were made by a contractor are included in 49 CFR Part 26.

A list of the efforts that a contractor may make and the owner may use in making a determination as to the acceptability of a contractor's efforts to meet the goal as included in 49 CFR Part 26 are as follows:

- a. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBE's of contracting and subcontracting opportunities;
- b. Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- c. Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited in sufficient time to allow the DBE's to participate effectively;
- d. Whether the contractor followed up initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's were interested;
- e. Whether the contractor selected portions of work to be performed by DBE's in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
- f. Whether the contractor provided interested DBE's with adequate information about the plans, specifications, and requirements of the contract;
- g. Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of their capabilities.
- h. Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient or contractor;
and
- i. Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local and state Federal Minority Business Assistance Offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

NOTE: The nine items set forth above are merely suggested criteria and the owner may specify that you submit information on certain other actions a contractor took to secure DBE participation in an effort to meet the goals. A contractor may also submit to the owner other information on efforts to meet the goals.

10. CONTRACTOR ASSURANCE - The bidder hereby assures that he will meet one of the following as appropriate:

- a. The DBE participation goal as established in the General Conditions.
- b. The DBE participation percentage as shown in Section 9, which was submitted as a condition of contract award.

Agreements between bidder/proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited. The bidder shall make a good faith effort to replace a DBE subcontract that is unable to perform successfully with another DBE subcontractor. Substitution must be coordinated and approved by the owner.

The bidder shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE affirmative action efforts.

11. PROMPT PAYMENT - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **10** days from the receipt of each payment the prime contractor receives from the owner. The prime contractor agrees further to return retainage payments to each subcontractor within **10** days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the owner. This clause applies to both DBE and non-DBE subcontractors.

DBE CERTIFICATE OF COMPLIANCE FORM

The Florida Department of Transportation maintains an online searchable database of DBE firms at

(<https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp>).

This is to certify that I have reviewed the plan, bid evaluation procedure, and DBE directory and will make all reasonable efforts to include DBE Contractors as outlined in pages DBEP 1 through DBEP 4.

Bidder's Signature

Date

Title

Notary Public

INSURANCE COMPLIANCE

This form is to be completed and signed by the Contractor and by your insurance agent/carrier certifying that your policy either meets the insurance requirements as specified for this project or that the insurance company has reviewed the bid requirements and certifies that you were quoted any price increase due to required coverage.

CONTRACTOR

I certify that the insurance requirements have been reviewed.

Company Name _____

Address _____

Representative

Name _____

Title _____

Phone Number _____

INSURANCE COMPANY

I certify that the insurance requirements have been reviewed with the above contractor.

Company Name _____

Address _____

Representative

Name _____

Title _____

Phone Number _____

INSURANCE REQUIREMENTS

1. The contractor will secure and maintain in a company or companies licensed to do business in the State of Florida the following minimum item of Insurance. The company or companies will have a "Best" rating of at least:
 - (a) A/Class I for contracts \$250,000 or less
 - (b) A/Class II for contracts to \$250,000 to \$500,000
 - (c) A/Class III for contracts to \$500,000 to \$750,000
 - (d) A/Class IV for contracts to \$750,000 to \$1,000,000
 - (e) A/Class V for contracts to \$1,000,000 to \$1,500,000
 - (f) A/Class VI for contracts to \$1,500,000 to \$2,500,000
 - (g) A/Class VII for contracts to \$2,500,000 to \$3,750,000
 - (h) A/Class VIII for contracts to \$3,750,000 to \$5,000,000
 - (i) A/Class IX for contracts to \$5,000,000 to \$7,500,000
 - (j) A/Class X for contracts to \$7,500,000 to \$12,500,000
 - (k) A/Class XI for contracts \$12,500,000 to \$25,000,000
2. Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:
 - (a) Premise-Operation (including X-C/U as applicable).
 - (b) Independent Contractor's Protective
 - (c) Products and Completed Operations
 - (d) Personal injury Liability
 - (e) Contractual – Including specified provision for Contractor's obligations in contract if available.
 - (f) Owned, non-owned and hired motor vehicles.
 - (g) Broad form Property Damage including Completed Operations.
 - (h) Umbrella Excess Liability if applicable.
3. Required Minimum Coverage and Limits:
 - (a) Comprehensive or Commercial General Liability (including Premise-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):
 - (1) Bodily Injury and Property Damage Combined Single Limit (CSL) \$500,000 each occurrence/\$1,000,000 General Aggregate
 - (2) Products and Completed Operations to be maintained for 3 years after final payment. Owner and Engineer to be included as additional insureds. - \$500,000 Aggregate
 - (3) Property Damage Liability Insurance shall provide X, C and U Coverage
 - (4) Broad Form Property Damage Coverage shall include Completed Operations
 - (b) Blanket Contractual Liability - Bodily injury and Property Damage Combined Single Limit (CSL) - \$1,000,000 Each Occurrence.
 - (c) Personal Injury - \$500,000 per person.
 - (d) Business Auto Liability (including owned, non-owned and hired vehicles):

Bodily Injury and Property Damage Combined Single Limits (CSL) \$500,000 Each Occurrence or, Split Limits;

- a. Bodily Injury;
\$500,000 each person
\$500,000 each occurrence
- b. Property Damage:
\$500,000 each occurrence
- (e) Umbrella Excess Liability: Occurrence Form; Coverage provided under umbrella must follow coverage provided in primary.
- (f) Workers' Compensation:
 - i. State: Statutory
 - ii. Applicable Federal (e.g., Longshoreman's & Jones Act) Statutory
 - iii. Employer's Liability: (Including Maritime if applicable)
\$500,000 Per Accident
\$500,000 Disease- Each Employee
\$500,000 Disease- Policy Limit

4. Other Requirements:

- (a) Insurance and Bonds: All insurance and bonds in connection with the work to be performed under the contract shall be countersigned by a licensed agent resident in the State of Florida.
- (b) Transmittal of Bond and Proof of Carriage of Insurance: One (1) copy of the Proof of Insurance, as called for above, shall be delivered to the Engineer along with each copy of the Contract Documents and required bonds.
- (c) The owner and Engineer shall be named as additional insured in the General Liability Insurance Coverage as provided for in Paragraph 2 above.

INDEMNIFICATION

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) (2) is caused in whole or part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

2. In any and all claims against the Owner, the Engineer or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, the indemnification obligation under Paragraph 1. above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
3. The obligations of the contractor under Paragraph 1. above, shall not extend to the liability of the Engineer, his agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, his agents or employees provided such giving or failure to give is the primary cause of injury or damage.

STANDARD FORM OF AGREEMENT

THIS AGREEMENT is dated as of the _____ day of _____ in the year 20__13__
by and between the Taylor County Board of County Commissioners (hereinafter called Owner) and _____
_____(hereinafter called Contractor).
Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

Contractor shall complete the following work as specified or indicated in the Contract Documents. The Work is generally described as follows: **[DELETE BID SCHEDULES NOT IN CONTRACT]**

RUNWAY OBSTRUCTION TREE CLEARING PERRY FOLEY AIRPORT

**CLEAR AREA 1 (RUNWAY 18)
CLEAR AREA 2 (RUNWAY 36)
CLEAR AREA 3 (RUNWAY 12)
CLEAR AREA 4 (RUNWAY 30)
CLEAR AREA 5 (RUNWAY 6)**

Article 2. ENGINEER.

The Project has been designed by:

AVCON, INC.
320 Bayshore Drive, Suite A
Niceville, Florida 32578
850-678-0050 office
850-678-0040 fax

who is hereinafter called Engineer and 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 completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

3.1 The work shall be substantially complete within 60 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions. The Work shall be completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions within 70 calendar days after the date when the Contract Times commence to run.

3.2 *Liquidated Damages.* Owner and Contractor 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 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring of such proof, Owner and Contractor agree

that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amount specified in Paragraph 3.3 for each day that expires after the time specified in paragraph 3.1 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 time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner the amount specified in Paragraph 3.3 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

3.3 Liquidated damages, based upon the original contract amount of \$_____, will be Five-Hundred dollars (\$500.00) per calendar day.

Article 4. CONTRACT PRICE.

This is a unit price contract. 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 established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Schedule submitted in the Bid Form. The cost of this project is \$_____ as per the attached Contractor bid.

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by Engineer as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

Article 5. PAYMENT PROCEDURES

Contractor shall submit Application 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.

5.1 *Progress Payments; Retainage.* Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the ____ day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured based on the number of units completed.

5.1.1 Prior to Substantial completion, 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 shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

90 % of Work completed (with the balance being retainage).

90 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.2 of the General Conditions).

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to 90 % of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

5.1.3 Retainage requirements may be changed to reflect a proposed change to state regulatory statutes.

5.2 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.13.

Article 6. CONTRACTOR'S REPRESENTATIONS.

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

6.1 Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data."

6.2 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, performance or furnishing of the Work.

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

6.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to 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 4.2.1 of the General Conditions. Contractor accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Contractor is entitled to rely as provided in paragraph 4.2 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions, and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

6.5 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.

6.6 Contractor has correlated the information known to Contractor, information and observation 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.

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

Article 7. CONTRACT DOCUMENTS

The Contract Documents that comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

- 7.1 This Agreement (pages A-1 to A-6, inclusive)
- 7.2 Performance, Payment, and other Bonds
- 7.3 Notice to Proceed
- 7.4 General Conditions (pages GC-1 to GC-56, inclusive)
- 7.5 Specifications package as listed in the table of contents thereof
- 7.6 Drawings consisting of a cover sheet and sheets numbered 1 through 5 , inclusive, with each sheet bearing the following general title:

RUNWAY OBSTRUCTION TREE CLEARING
PERRY FOLEY AIRPORT

- 7.7 Addenda numbers _____ to _____, inclusive
- 7.8 Contractor's Bid Proposal, including submitted Bid Form and Bid Schedule
- 7.9 Documentation submitted by Contractor prior to Notice of Award
- 7.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions

The documents listed in paragraph 7.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 8. MISCELLANEOUS.

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents 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.

- 8.3 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.
- 8.4 Any provisions 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.

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

This Agreement will be effective on _____, 20__13__ (which is the Effective Date of the Agreement).

OWNER:

TAYLOR COUNTY BOARD OF
COUNTY COMMISSIONERS

CONTRACTOR

If Contractor is a corporation, attach evidence of authority to sign.

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

ATTEST

Signed: _____

ATTEST

Signed: _____

Printed Name: _____

Printed Name: _____

Address for giving notices:

Address for giving notices:

Melody Cox, Grants Administrator

Taylor County

201 East Green Street

Perry, Foley 32347

PERFORMANCE BOND

STATE OF FLORIDA

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS that _____, a Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the Taylor County Board of County Commissioners as Obligee, hereinafter called Owner, in the amount of _____ and _____/100 Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20 13, entered into a Contract with Owner for the project titled **RUNWAY OBSTRUCTION TREE CLEARING** at **Perry Foley Airport** in accordance with Drawings and Specifications prepared by AVCON, INC., which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the Principal shall in all respects promptly and faithfully perform and comply with the terms and conditions of said Contract and his obligations thereunder and shall indemnify the Owner and the Consulting Engineer and save either or all of them against and from all costs, expenses and damages arising from the performance of said Contract or the repair of any work there under, then this obligation shall be void; otherwise, this Bond shall remain in full force and effect, in accordance with the following terms and conditions:

1. The Principal and Surety jointly and severally agree to pay the Owner any difference between the sum to which the said Principal would be entitled on the completion of the Contract, and that sum which the Owner may be obliged to pay for the completion of said work by Contract or otherwise, and any damages, direct or indirect ~~or consequential~~, including without limitation those for delay, expenses, costs, and attorney's fees including appellate proceedings, which the said Owner may sustain on account of such work, or on account of the failure of said Contractor to properly and in all things, keep and execute all of the provisions of said Contract.
2. And this Bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of the project by the Owner and shall provide that the Contractor guarantees to repair or replace for said period of one (1) year all work performed and materials and equipment furnished that were not performed and materials and equipment furnished that were not performed or furnished according to the terms of the Contract, and shall make good, defects thereof which have become apparent before the expiration of said period of one (1) year. If any part of the project, in the judgement of the Owner, for the reasons above stated needs to be replaced, repaired or made good during that time, the Owner shall so notify the Contractor in writing. If the Contractor refuses or neglects to do such work within five (5) days from the date of service of such Notice, the Owner shall have the work done by others and the cost thereof shall be paid by the Contractor or his Surety.
3. And the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive Notice of any change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

4. The Surety presents and warrants to the Owner that they have a Best's Key Rating Guide General Policyholder's Rating of "_____" and Financial Category of "Class _____."

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

Principal

(Principal) Secretary

By:

Address

SEAL:

Witness as to Principal

Address

ATTEST:

Surety

(Surety) Secretary

SEAL:

Attorney-in-Fact

Witness as to Surety

Address

Address

PAYMENT BOND

KNOW ALL MEN by these presents; That we (1) _____
_____ a (2) _____
hereinafter called "Principal" and (3) _____
of _____, State of _____, hereinafter call
the "Surety", are held and firmly bound unto (4) Taylor County Board of County Commissioners
of _____, hereinafter called "OWNER", in the
penal sum of _____ dollars
(\$ _____) in lawful money of the United States for the payment of which sum
well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors,
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a
certain contract with the Owner, dated the _____ day of _____, 20____, a copy of
which is hereto attached and make a part hereof for the construction of: _____

Runway Obstruction Tree Clearing project at Perry Foley Airport

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be in any wise affect its obligation on this bond, and it does hereby waive notice of any such changes, extension of time, alteration or addition to the terms of the contractor or to the work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

Principal

(Principal) Secretary

By:

Address

SEAL:

Witness as to Principal

Address

ATTEST:

Surety

(Surety) Secretary

SEAL:

Attorney-in-Fact

Witness as to Surety

Address

Address

GENERAL CONDITIONS



BID DOCUMENTS & SPECIFICATIONS
RUNWAY OBSTRUCTION TREE CLEARING
PERRY FOLEY AIRPORT—PERRY, FL

GENERAL CONDITIONS

ARTICLE 1 – DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.0.1 *AASHTO – The American Association of State Highway and Transportation Officials, the successor association AASHTO.*
- 1.0.2 *ACCESS ROAD – The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.*
- 1.1. **Addenda** – Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Bidding Requirements or the Contract Documents.
 - 1.1.1 *ADVERTISEMENT – A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.*
- 1.2. **Agreement** – The written contract between Owner and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
 - 1.2.1 *AIP – The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.*
 - 1.2.2 *AIR OPERATIONS AREA – For the purpose of these specifications, the term air operations area shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.*
 - 1.2.3 *AIRPORT – Airport means the area of land or water which is used or intended to be used for the landing and takeoff of aircraft, and includes its buildings and facilities, if any.*
- 1.3. **Application for Payment** – The form accepted by Engineer which is to be used by Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- 1.4. **Asbestos** – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 - 1.4.1 *ASTM – The American Society for Testing and Materials.*
 - 1.4.2 *AWARD – The acceptance, by the Owner, of the successful bidder's proposal.*
- 1.5. **Bid** – The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

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- 1.5.1 *BIDDER* – Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
- 1.6. **Bidding Documents** – The advertisement or invitation to Bid, instructions to bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
- 1.7. **Bidding Requirements** – The advertisement or invitation to Bid, instructions to bidders, and the Bid form.
- 1.7.1 *BUILDING AREA* – An area on the airport to be used, considered, or intended to be used for airport buildings, or other facilities or rights-of-way together with all airport buildings and facilities located thereon.
- 1.8. **Bonds** – Performance and Payment bonds and other instruments of security.
- 1.8.1 *CALENDAR DAY* – Every day shown on the calendar.
- 1.8.2 *CERTIFICATES OF COMPLIANCES* – Written statements by the manufacturer stating the material furnished is in conformance with the Specifications.
- 1.9. **Change Order** – A document recommended by Engineer, which is signed by Contractor and Owner and authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement. *The work covered by a change order shall be within the scope of the contract.*
- 1.10. **Contract Documents** – The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders and Engineer's written interpretations and clarifications issued pursuant to paragraphs 3.5, 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 6.26 and 6.27 and the reports and drawings referred to in paragraphs 4.2.1.1 and 4.2.2.2 are not Contract Documents.
- 1.11. **Contract Price** – The money payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 11.9.1 in the case of Unit Price Work).
- 1.12. **Contract Times** – The numbers of days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment in accordance with paragraph 14.13.
- 1.12.1 *CONTRACT ITEM (PAY ITEM)* – A specific unit of work for which a price is provided in the Contract.
- 1.13. **Contractor** – The person, firm or corporation with whom Owner has entered into the Agreement.
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- 1.14. **Defective** – An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with paragraph 14.8 or 14.10).
- 1.14.1 **DRAINAGE SYSTEM** – The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
- 1.15. **Drawings** – The drawings which show the scope, extent, and character of the Work to be furnished and performed by Contractor and which have been prepared or approved by Engineer and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.
- 1.16. **Effective Date of the Agreement** – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 1.17. **Engineer** – The person, firm, or corporation named as such in the Agreement.
- 1.18. **Engineer's Consultant** – A person, firm, or corporation having a contract with Engineer to furnish services as Engineer's independent professional associate or consultant with respect to the Project and who is identified as such in the Supplementary Conditions. *The following list of independent professional associates and consultants are considered the Engineer's consultant for this Construction Contract: AVCON, Inc.*
- 1.18.1 **EQUIPMENT** – *All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.*
- 1.18.2 **EXTRA WORK** – An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which if found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.
- 1.18.3 **FAA** – *The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his duly authorized representative.*
- 1.18.4 **FEDERAL SPECIFICATIONS** – *The Federal Specifications and Standards, and supplements, amendments, and indices thereto are prepared and issued by the General Services Administration of the Federal Government. They may be obtained from the Specifications Activity, Printed Materials Supply Division, Building 197, Naval Weapons Plant, Washington, D.C. 20407.*
- 1.19. **Field Order** – A written order issued by Engineer which orders minor changes in the Work in accordance with paragraph 9.5 but which does not involve a change in the Contract Price or the Contract Times.
- 1.20. **General Requirements** – Sections of Division 1 of the Specifications.
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- 1.21. **Hazardous Waste** – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- 1.22.
- 1.23. *1.21.1 INSPECTOR – An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.*
- 1.21.2 INTENTION OF TERMS – Whenever, in these specifications or on the plans, the words, "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer is intended; and similarly, the words "approved," "acceptable," "Satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer, subject in each case to the final determination of the Owner.*
- 1.21.3 LABORATORY – The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer.*
- 1.22. **Laws and Regulations; Laws or Regulations** – Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
- 1.23. **Liens** – Liens, charges, security interests, or encumbrances upon real property or personal property.
- 1.23.1 LIGHTING – A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.*
- 1.23.2 MAJOR AND MINOR CONTRACT ITEMS – A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 25 percent of the total amount of the award contract. All other items shall be considered minor contract items.*
- 1.23.3 MATERIALS – Any substance specified for use in the construction of the Contract work.*
- 1.23.4 MIL SPECIFICATIONS – The Military Specifications and Standard, and indices thereto, that are prepared and issued by the Department of Defense.*
- 1.24. **Milestone** – A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 1.25. **Notice of Award** – The written notice by Owner to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.
- 1.26. **Notice to Proceed** – A written notice given by Owner to Contractor (with a copy to Engineer) fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.
- 1.26.1 FDOT – The Florida State Department of Transportation. When used to designate a person, FDOT shall mean the commissioner or his duly authorized representative.*
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- 1.27. **Owner** – The public body or authority, corporation, association, firm, or person with whom Contractor has entered into the Agreement and for whom the Work is to be provided.
- 1.28. **Partial Utilization** – Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.
- 1.28.1 **PAVEMENT** – *The combined surface course, base course, and subbase course, if any, considered as a single unit.*
- 1.28.2 **PAYMENT BOND** – The approved form of security furnished by the Contractor and his/her surety as a guaranty that he will pay in full all bills and accounts for materials and labor used in the construction of the work.
- 1.29. **PCBs** – Polychlorinated biphenyls.
- 1.29.1 **PERFORMANCE BOND** – The approved form of security furnished by the Contractor and his/her surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
- 1.30. **Petroleum** – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
- 1.30.1 **PLANS** – The official drawings or exact reproductions which show the location, character, dimensions, and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications.
- 1.31. **Project** – The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.31.1 **PROPOSAL** – (See Bid).
- 1.32. **Radioactive Material** – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
- 1.33. **Resident Project Representative** - The authorized representative of Engineer who may be assigned to the site or any part thereof.
- 1.33.1 **RUNWAY** – The area on the airport prepared for the landing and takeoff of aircraft.
- 1.34. **Samples** – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
- 1.35. **Shop Drawings** – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

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- 1.35.1 **SPECIAL PROVISIONS** – The specific clauses setting forth conditions or requirements peculiar to the project under consideration, covering work or materials involved in the proposal and estimate, which are not thoroughly or satisfactorily stipulated in these specifications.
- 1.36. **Specifications** – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.36.1 *SPONSOR* – For AIP Contracts, the term Sponsor shall have the meaning as the term Owner.
- 1.36.2 **STRUCTURES** – Airport facilities such as bridges; culverts; catch basins; inlets; retaining walls; cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; flexible and rigid pavements; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
- 1.37. **Subcontractor** – An individual, firm, or corporation having a direct contract with Contractor or with any other Subcontractor for performance of a part of the Work at the site.
- 1.37.1 *SUBGRADE* – The soil which forms the pavement foundation.
- 1.37.2 *SUPERINTENDENT* – The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instruction from the Engineer, and who shall supervise and direct the construction.
- 1.38. **Substantial Completion** – The Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work is complete and ready for final payment as evidenced by Engineer's written recommendation of final payment in accordance with paragraph 14.13. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
- 1.38.1 *SUPPLEMENTAL AGREEMENT* – A written agreement between the Contractor and the Owner covering: (1) work that would increase or decrease the total amount of the awarded contract, or any major contract item, by more than 25 percent, such increased or decreased work being within the scope of the originally awarded contract; or (2) work that is not within the scope of the originally awarded contract.
- 1.39. **Supplementary Conditions** – The part of the Contract Documents which amends or supplements these General Conditions.
- 1.40. **Supplier** – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.
- 1.40.1 *SURETY* – The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the Owner by the Contractor.
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- 1.40.2 **TAXIWAY** – *For the purpose of this document, the term taxiway means the portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways or aircraft parking areas.*
- 1.41. **Underground Facilities** – All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone, or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
- 1.42. **Unit Price Work** – Work to be paid for on the basis of unit prices.
- 1.43. **Work** – The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishings and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.
- 1.44. **Work Change Directive** - A written directive to Contractor, issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 6.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 10.2.
- 1.44.1 **WORKING DAY** – A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the Contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered as working days.
- 1.44.2 **WORK PERIOD** – *A work period shall consist of any designated block of time on which the normal working forces of the Contractor may proceed with regular work for at least 5 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, work occurring on any day, regardless of it being a weekend or holiday, which requires an Inspector, will be considered a work period. Work periods are limited to between 7:00 a.m. and 5:00 p.m. local time Monday through Friday. Weekend work will not be permitted unless contractor obtains written permission from Owner.*
- 1.45. **Written Amendment** – A written amendment of the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement and normally dealing with the nonengineering or nontechnical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 2 – PRELIMINARY MATTERS

Delivery of Bonds:

- 2.1. When Contractor delivers the executed Agreements to Owner, Contractor shall also deliver to Owner such Bonds as Contractor may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

- 2.2. Owner shall furnish to Contractor up to five copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Times; Notice to Proceed:

- 2.3. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. In no event will the Contract Time commence to run later than the *one hundred twentieth (120th)* day after the day of Bid opening or the *ninetieth (90th)* day after the Effective Date of the Agreement, whichever date is earlier.

Starting the Work:

- 2.4. Contractor shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

Before Starting Construction:

- 2.5. Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby; however, Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless Contractor knew or reasonably should have known thereof.

- 2.6. Within ten days after the Construction Notice to Proceed contractor shall submit to Engineer for review:

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

2.6.2. a preliminary schedule of Shop Drawings and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;

2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include and appropriate amount of overhead and profit applicable to each item of Work.

- 2.7. Before any Work at the site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with paragraphs 5.4, 5.6, and 5.7.

Preconstruction Conference:

2.8. Before any Work at the site is started, a conference attended by Contractor, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in paragraph 2.6, procedures for handling Shop Drawings, and other submittals, processing Applications for Payment and maintaining required records.

Initially Acceptable Schedules:

2.9. Unless otherwise provided in the Contract Documents, at least ten days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with paragraph 2.6. Contractor shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until the schedules are submitted to and acceptable to Engineer as provided below. The progress schedule will be acceptable to Engineer as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on Engineer responsibility for the sequencing, scheduling, or progress of Work nor interfere with or relieve Contractor from Contractor's full responsibility therefore, Contractor's schedule of Shop Drawing and Sample submissions will be acceptable to Engineer as providing a workable arrangement for reviewing and processing the required submittals. Contractor's schedule of values will be acceptable to Engineer as to form and substance.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**Intent:**

3.1. The Contract Documents comprise the entire agreement between Owner and Contractor concerning the Work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the law of the place of the Project.

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases, which have a well-known technical or construction industry or trade meaning are used to describe Work, materials, or equipment, such words or phrases shall be interpreted in accordance with the meaning. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in paragraph 9.4.

3.3. Reference to Standards and Specifications of Technical Societies: Reporting and Resolving Discrepancies:

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

3.3.2. If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any

such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual, or code or of any instruction of any Supplier referred to in paragraph 6.5., Contractor shall report it to Engineer in writing at once, and, Contractor shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 6.23) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provide, however, that Contractor shall not be liable to Owner or Engineer for failure to report any such conflict, error, ambiguity or discrepancy unless Contractor knew or reasonably should have known thereof.

3.3.3. Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

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

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

No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, Engineer, or any of Engineer's Consultants, agents, or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 9.13 or any other provision of the Contract Documents.

3.3.4. Whenever the plans or specifications are in conflict, resolution of such conflict shall be in the following order of precedence subject to agreement by Engineer:

- Contract Agreement
- Addenda, with those of later date having precedence over those of earlier dates
- Bidding Documents
- Supplementary Conditions
- General Conditions
- Construction Drawings
- Technical Specifications
- FAA General Provisions
- Florida DOT Standard Specifications

In case of our inconsistency within the Contract Drawings, the order of procedure is as follows:

- Schedules
- Specific Details
- Typical Details
- Construction Drawings

3.4. Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper," or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the Work, it is intended that such requirement,

direction, review, or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.13 or any other provision of the Contract Documents.

Amending and Supplementing Contract Documents:

3.5. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- 3.5.1. a formal Written Amendment.
- 3.5.2. a Change Order (pursuant to paragraph 10.4) or
- 3.5.3. a Work Change Directive (pursuant to paragraph 10.1).

3.6. In addition, the requirements of the Contract Documents may be supplemented, and minor variations, and deviations of the Work may be authorized, in one or more of the following ways:

- 3.6.1. a Field Order (pursuant to paragraph 9.5).
- 3.6.2. Engineer's approval of a Shop Drawing or Sample (pursuant to paragraphs 6.26 and 6.27), or
- 3.6.3. Engineer's written interpretation or clarification (pursuant to paragraph 9.4).

Reuse of Documents:

3.7. Contractor and any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with Owner (i) shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's Consultant, and (ii) shall not reuse any of such Drawings, Specifications, other documents, or copies on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

**ARTICLE 4 – AVAILABILITY OF LANDS: SUBSURFACE AND PHYSICAL CONDITIONS;
REFERENCE POINTS****Availability of Lands:**

4.1. Owner shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of Contractor. Upon reasonable written request, Owner shall furnish Contractor with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands in accordance with applicable Laws and Regulations. Owner shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which Contractor will have to comply in performing the Work. Easements for permanent structures or permanent in existing facilities will be obtained and paid for by Owner, unless otherwise provided in the Contract Documents. If Contractor and Owner are

unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in Owner's furnishing these lands, rights-of-way or easements. Contractor may make a claim therefore as provided in Articles 11 and 12. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2. SubSurface and Physical Conditions:

4.2.1. Reports and Drawings: Reference is made to the *Information Available to Bidders* for identification of:

4.2.1.1. Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by Engineer in preparing the Contract Documents; and

4.2.1.2. Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized by Engineer in preparing the Contract Documents.

4.2.2. Limited Reliance by Contractor Authorized; Technical Data: Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the *Information Available to Bidders*. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner, Engineer, or any of Engineer's Consultants with respect to:

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

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

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

4.2.3. Notice of Differing Subsurface or Physical Conditions: If Contractor believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

4.2.3.1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.2.3.2. is of such a nature as to require a change in the Contract Documents, or

4.2.3.3. differs materially from that shown or indicated in the Contract Documents, or

4.2.3.4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.23), notify Owner and Engineer in writing about such condition. Contractor shall not

further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.2.4. **Engineer's Review:** Engineer will promptly review the pertinent conditions, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

4.2.5. **Possible Contract Documents Change:** If Engineer concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3., a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

4.2.6. **Possible Price and Times Adjustments:** An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes an increase or decrease in Contractor's cost of, or time required for performance of the Work; subject, however, to the following:

4.2.6.1. such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.4. inclusive;

4.2.6.2. a change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment:

4.2.6.3. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract price will be subject to the provisions of paragraphs 9.10 and 11.9; and

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

4.2.6.4.1. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner in respect of Contract Price and Contract Times by the submission of a bid or becoming bound under a contract: or

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

4.2.6.4.3. Contractor failed to give the written notice within the time and as required by paragraph 4.2.3.

If Owner and Contractor are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefore as provided in Articles 11 and 12. However, Owner, Engineer, and Engineer's Consultants shall not be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

4.3. Physical Conditions – Underground Facilities:

4.3.1. **Shown or Indicated:** The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data

furnished to Owner or Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the *Information Available to Bidders*:

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

4.3.1.2. The cost of all of the following will be included in the Contract Price and Contractor shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work.

4.3.2. **Not Shown or Indicated:** If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents. Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.23), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document such consequences. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Times, Contractor may make a claim, therefore, as provided in Articles 11 and 12. However, Owner, Engineer, and Engineer's Consultants shall not be liable to Contractor for any claims, costs, losses or damages incurred or sustained by Contractor on or in connection with any other project or anticipated project.

Reference Points:

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

4.5. Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material:

4.5.1. Owner shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. Owner shall not be responsible for any such materials brought to the site by Contractor, Subcontractor, Suppliers, or anyone else for whom Contractor is responsible.

4.5.2. Contractor shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.23), and (ii) notify Owner and Engineer (and thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such hazardous condition to take corrective action, if any. Contractor shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after Owner has obtained any required permits related thereto and delivered to Contractor special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by Contractor to be resumed, either party may make a claim therefore as provided in Articles 11 and 12.

4.5.3. If after receipt of such special written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefore as provided in Articles 11 and 12. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

4.5.4. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, Engineer, Engineer's Consultants and the officers, directors, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages arising out of or resulting from such hazardous condition, provided that: (i) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this subparagraph 4.5.4. shall obligate Owner to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

4.5.5. The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

ARTICLE 5 – BONDS AND INSURANCE

Performance, Payment, and Other Bonds:

5.1. Contractor shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff. Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

5.2. If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.1. Contractor shall within ten days thereafter substitute another bond and surety, both of which must be acceptable to Owner.

5.3. Licensed Sureties and Insurers; Certificates of Insurance:

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

5.3.2. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain in accordance with paragraph 5.4.

Contractor's Liability Insurance:

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

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

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

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

5.4.4. claims for damages insured by customary personal injury liability coverage which are sustained: (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or by any other person for any other reason;

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

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

The policies of insurance so required by this paragraph 5.4 to be purchased and maintained shall:

5.4.7. with respect to insurance required by paragraphs 5.4.3 through 5.4.6 inclusive, include as additional insureds Owner, Engineer, Engineer's Consultants and any other persons or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers and employees of all such additional insureds;

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

5.4.9. *be provided in not less than the amounts established in the Insurance Requirements section of the bidding documents (pages INS-1 to INS-3);*

5.4.10. include contractual liability insurance covering Contractor's indemnity obligations under paragraphs 6.12, 6.16, and 6.31 through 6.33;

5.4.11. contain a provision or endorsement that the coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to paragraph 5.3.2 will so provide);

5.4.12. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing or replacing **defective** Work in accordance with paragraph 13.12; and

5.4.13. with respect to completed operations insurance, and any insurance coverage written on an occurrence basis, remain in effect for at least two years after final payment (and Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter).

Owner's Liability Insurance:

5.5. In addition to the insurance required to be provided by Contractor under paragraph 5.4, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents. Any liability insurance carried by Owner is excess and non-contributory to any and all other coverage whether collectable or not.

Property Insurance:

5.6 Contractor shall purchase and maintain property insurance upon the Work at the site in amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in these Supplementary Conditions or required by Laws and Regulations). This insurance shall:

5.6.1 *include the interests of Owner, Contractor, Subcontractors, Engineer, Engineer's Consultants and any other persons or entities identified in the Supplementary Conditions each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;*

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

5.6.3 Cover materials and equipment in transit for incorporation in the Work or stored at the site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer; and

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

5.7. NOT USED

5.8. NOT USED

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

5.10. NOT USED

5.11. NOT USED

Receipt and Application of Insurance Proceeds:

5.12. Any insureds loss under the policies of insurance required by paragraphs 5.6 and 5.7 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.13. Owner shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order or Written Amendment.

5.13. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

Acceptance of Bonds and Insurance; Option to Replace:

5.14. If either party (Owner or Contractor) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.7. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other

party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization – Property Insurance:

5.15. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.10; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES**Supervision and Superintendence:**

6.1. Contractor shall supervise, inspect and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but Contractor shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. Contractor shall be responsible to see that the completed Work complies accurately with the Contract Documents.

6.2. Contractor shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

6.3. Contractor shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. Except as otherwise required for the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without Owner's written consent given after prior written notice to Engineer.

6.4. Unless otherwise specified in the General Requirements, Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

Progress Schedule:

6.6. Contractor shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

6.6.1. Contractor shall submit to Engineer for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

6.6.2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 12.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 12.

6.7. Substitutes and "Or-Equal" Items:

6.7.1. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be accepted by Engineer under the following circumstances:

6.7.1.1. "Or-Equal": If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

6.7.1.2. Substitute Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under subparagraph 6.7.1.1, it will be considered a proposed substitute item. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefore. The procedure for review by the Engineer will include the following as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall first make written application to Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will

require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by Engineer in evaluating the proposed substitute. Engineer may require Contractor to furnish additional data about the proposed substitute.

6.7.1.3. Contractor's Expense: All data to be provided by Contractor in support of any proposed "or-equal" or substitute item will be at Contractor's expense.

6.7.2. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in an expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by Engineer will be similar to that provided in subparagraph 6.7.1.2.

6.7.3. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 6.7.1.2 and 6.7.2. Engineer will be the sole judge of acceptability. No "or-equal" or substitute will be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. Engineer will record time required by Engineer and Engineer's Consultants in evaluating substitutes proposed or submitted by Contractor pursuant to paragraphs 6.7.1.2 and 6.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with Owner for work on the Project) occasioned thereby. Whether or not Engineer accepts a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the changes of Engineer and Engineer's Consultants for evaluating each such proposed substitute item.

6.8. Concerning Subcontractors, Suppliers and Others:

The Contractor shall submit a list of Subcontractors and major Material Suppliers for the Owner's approval within (24) hours after Bid Opening. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualifications from each such Subcontractor, person and organization requested by Owner. If Owner, after due investigation has reasonable objections to any proposed Subcontractor, other person or organization, the Owner may before giving the Notice of Award request the apparent successful Bidder to submit an acceptable Subcontractor without an increase in Bid Price. If the apparent successful Bidder declines to make any such substitution, the Contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom Owner does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner.

6.8.1. Contractor shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to Owner and Engineer as indicated in paragraph 6.8.2), whether initially or as a substitute,

against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.

6.8.2. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials or equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and Engineer, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's or Engineer's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be adjusted by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject **defective Work**.

6.9.1. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other person or organization any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.9.2. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor. Contractor shall require all Subcontractors, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the Engineer through Contractor.

6.10. The divisions and sections of the Specifications and the identifications of any drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

6.11. All Work performed by Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.6. or 5.7. the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, Engineer's Consultants and all other additional insureds for all losses and damages caused by, arising out of or resulting from any of the perils covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

Patent Fees and Royalties:

6.12. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents.

Permits:

6.13. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Contractor shall pay all charges of utility owners for connections to the Work, and Owner shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

6.14 Laws and Regulations:

6.14.1. Contractor shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

6.14.2. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom: however, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor or Contractor's obligations under paragraph 3.3.2.

Taxes:

6.15. Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

Use of Premises:

6.16. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any

such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, Engineer's Consultant and anyone directly or indirectly employed by any of them from and against all claims costs, losses and damages arising out of or resulting from any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

6.17. During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the site clean and ready for occupancy by Owner at Substantial Completion of the Work. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Record Documents:

6.19. Contractor shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to Engineer for Owner.

Safety and Protection:

6.20. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1. all persons on the Work site or who may be affected by the Work;

6.20.2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss

to any property referred to in paragraph 6.20.2. or 6.20.3. caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or Engineer's Consultant or anyone employed by any of them or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with paragraph 14.13. that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

Safety Representative:

6.21. Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

Hazard Communication Programs:

6.22. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with Laws or Regulations.

Emergencies:

6.23. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, Contractor, without special instruction or authorization from Owner or Engineer, is obligated to act to prevent threatened damage, injury or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued to document the consequences of such action.

6.24. Shop Drawings and Samples:

6.24.1. Contractor shall submit Shop Drawings to Engineer for review and approval in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9.). All submittals will be identified as Engineer may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to shown Engineer the materials and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by paragraph 6.26.

6.24.2. Contractor shall also submit Samples to Engineer for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as Engineer may require to enable Engineer to review the submittal for the limited purposes required by paragraph 6.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

6.25. Submittal Procedures:

6.25.1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

6.25.1.1 all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,

6.25.1.2. all materials with respect to intended use, fabrication, shipping, handling storage, assembly and installation pertaining to the performance of the Work, and

6.25.1.3. all information relative to Contractor's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

Contractor shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

6.25.2 Each submittal will bear a stamp or specific written indication that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

6.25.3. At the time of each submission, Contractor shall give Engineer specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in a written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to Engineer for review and approval of each such variation.

6.26. Engineer will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by Engineer as required by paragraph 2.9. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer's review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by Engineer, and shall return the required number of corrected copies of Shop Drawings and submit as required new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.27. Engineer's review and approval of Shop Drawings or Samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Engineer's attention to each such variation at the time of submission as required by paragraph 6.25.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying Shop Drawing or Sample approval; nor will any approval by Engineer relieve Contractor from responsibility for complying with the requirements of paragraph 6.25.1.

6.28. Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by Engineer as required by paragraph 2.9, any related Work

performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

Continuing the Work:

6.29. Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as Owner and Contractor may otherwise agree in writing.

6.30. Contractor's General Warranty and Guarantee:

6.30.1. Contractor warrants and guarantees to Owner, Engineer and Engineer's Consultants that all Work will be in accordance with the Contract Documents and will not be defective. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

6.30.1.1. abuse, modification or improper maintenance or operation by persons other than Contractor, Subcontractors or Suppliers; or

6.30.1.2. normal wear and tear under normal usage.

6.30.2. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

6.30.2.1. observations by Engineer;

6.30.2.2. recommendation of any progress or final payment by Engineer;

6.30.2.3. the issuance of a certificate of Substantial Completion or any payment by Owner to Contractor under the Contract Documents;

6.30.2.4. use or occupancy of the Work or any part thereof by Owner;

6.30.2.5. any acceptance by Owner or any failure to do so;

6.30.2.6. any review and approval of Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer pursuant to paragraph 14.13;

6.30.2.7. any inspection, test or approval by others; or

6.30.2.8. any correction of **defective** Work by Owner.

Indemnification:

6.31. To the fullest extent permitted by Laws and Regulations. Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or

death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or in part by any negligent act or omission of Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

6.32. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.31 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

6.33. The indemnification obligations of Contractor under paragraph 6.31 shall not extend to the liability of Engineer and Engineer's Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

Survival of Obligations:

6.34. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

ARTICLE 7 – OTHER WORK

Related Work at Site:

7.1. Owner may perform other work related to the Project at the site by Owner's own forces, or let other direct contracts therefore which shall contain General Conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then; (i) written notice thereof will be given to Contractor prior to starting any such other work, and (ii) Contractor may make a claim therefore as provided in Articles 11 and 12 if Contractor believes that such performance will involve additional expense to Contractor or requires additional time and the parties are unable to agree as to the amount or extent thereof.

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

owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

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

Coordination:

7.4. If Owner contracts with others for the performance of other work on the Project at the site, the following will be set forth in Supplementary Conditions:

7.4.1. the person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

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

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

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

ARTICLE 8 – OWNER'S RESPONSIBILITIES

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

8.2. In case of termination of the employment of Engineer, Owner shall appoint an engineer, whose status under the Contract Documents shall be that of the former Engineer.

8.3. Owner shall furnish the data required of Owner under the Contract Documents promptly and shall make payments to Contractor promptly when they are due as provided in paragraphs 14.4 and 14.13.

8.4. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by Engineer in preparing the Contract Documents.

8.5. Owner's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in paragraphs 5.5 through 5.10.

8.6. Owner is obligated to execute Change Orders as indicated in paragraph 10.4.

8.7. Owner's responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 13.4.

8.8. In connection with Owner's right to stop Work or suspend Work, see paragraphs 13.10 and 15.1. Paragraph 15.2 deals with Owner's right to terminate services of Contractor under certain circumstances.

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

8.10. Owner's responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

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

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

Owner's Representative:

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

Visits to Site:

9.2. Engineer will make visits to the site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer will endeavor for the benefit of Owner to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and on-site observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work. Engineer's visits and on-site observations are subject to all the limitations on Engineer's authority and responsibility set forth in paragraph 9.13, and particularly, but without limitation, during or as a result of Engineer's on-site visits or observations of Contractor's Work Engineer will not supervise, direct, control or have authority over or be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of the Work.

Project Representative:

9.3. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 9.13 and in the Supplementary Conditions. If Owner designates another representative or agent to represent

Owner at the site who is not Engineer's Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be as provided in the Supplementary Conditions.

9.3.1 Engineer may furnish a Resident Project Representative, assistants and other field staff as needed, to assist Owner in observing performance of the Work. The Resident Project Representative is to observe and inspect, in the Owner's interest, the materials furnished and the work done as the work progresses in order to insure full and complete compliance with the contract and to verify quantities of work completed.

9.3.2 Owner may also designate one of its employees to represent Owner for these purposes.

9.3.3 Engineer, Resident Project Representative, Owner and all such other persons referred to shall have unrestricted access to all parts of the Work. Contractor shall cooperate by supplying necessary facilities and assistance required by above persons to carry out their work of observation and inspection.

9.3.4 It is not the function of the Engineer, Resident Project Representative or Owner to supervise or direct the manner in which the work to be done under this Contract is carried on or conducted. The Engineer, Resident Project Representative or Owner is not responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and they will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents. Nevertheless, Contractor agrees that any method or procedure, which in the opinion of the Engineer or Owner does not achieve the required results or quality of the work specified, shall be discontinued immediately upon the order of the Engineer.

9.3.5 All communications between Contractor and Engineer or Contractor and Owner are to be through the Owner's Project Representative (RPR).

9.3.6 Duties and Responsibilities of Resident Project Representative (RPR):

1) RPR will act as directed by and under the supervision of Engineer and/or Owner, and will confer with Engineer and Owner regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.

2) Review progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Engineer and Owner concerning acceptability.

3) Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4) Serve as Engineer's and Owner's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

5) Advise Engineer, Owner and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.

6) Conduct on-site observations of the Work in progress to assist Engineer and Owner in determining if the Work is in general proceeding in accordance with the Contract Documents. Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or

does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer and Owner of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

7) *Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.*

8) *Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to Engineer and Owner. Transmit to Contractor decisions as issued by Engineer and/or Owner.*

9) *Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.*

10) ***Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or Changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer and Owner.***

11) ***Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.***

12) *Furnish Engineer and Owner periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.*

13) *Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer and Owner Change Orders, Work Directive Changes, and Field Orders.*

14) *Report immediately to Engineer and Owner upon the occurrence of any accident.*

15) *Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.*

16) *During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.*

17) *Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.*

18) *Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.*

19) *Observe that all items on final list have been completed or corrected and make recommendations to Engineer and Owner concerning acceptance.*

9.3.7 Limitations of Authority of Resident Project Representative (RPR):

1) *Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by Engineer or Owner.*

2) *Shall not exceed limitations of Engineer's authority as set forth in the Contract Documents.*

3) *Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.*

4) *Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.*

5) *Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.*

6) *Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.*

9.3.8 The Engineer and or Owner shall have the authority to reject any work, or materials, or any part thereof, which does not in his opinion conform to the plans, drawings, specifications and contract, and it shall be permissible for him to do so at any time during the progress of the work and until its acceptance.

No material of any kind shall be used upon the work until it has been inspected and accepted by the Engineer. All materials rejected shall be removed immediately from the work and not again offered for inspection. Any materials or workmanship found at any time to be defective or not of the quality or character required by the plans and specifications shall be remedied at once regardless of previous inspection.

Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the plans and specifications and work not so constructed shall be removed and made good by the Contractor at his own expense, and free from all expense to the Owner whenever so ordered by the Owner without reference to any previous oversight or error in inspection.

Clarifications and Interpretations:

9.4. Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on Owner and Contractor. If Owner or Contractor believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, Owner or Contractor may make a written claim therefore as provided in Article 11 or Article 12.

Authorized Variations in Work:

9.5. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, Owner or Contractor may make a written claim therefore as provided in Article 11 or 12.

Rejecting Defective Work:

9.6. Engineer will have authority to disapprove or reject Work which Engineer believes to be defective, or that Engineer believes will not produce a complete Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.7. In connection with Engineer's authority as to Shop Drawings and Samples, see paragraphs 6.24 through 6.28 inclusive.

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

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

Determinations for Unit Prices:

9.10. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding upon Owner and Contractor, unless, within ten days after the date of any such decision, either Owner or Contractor delivers to the other and to Engineer written notice of intention to appeal from Engineer's decision and, a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to Engineer's decision, unless otherwise agreed in writing by Owner and Contractor. Such appeal will not be subject to procedures of paragraph 9.11.

Decisions on Disputes:

9.11. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to Engineer in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to Engineer and the other party to the Agreement promptly (but in no event later than thirty days)

after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to Engineer and the other party within sixty days after the start of such occurrence or event unless Engineer allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to Engineer and the claimant within thirty days after receipt of the claimant's last submittal (unless Engineer allows additional time). Engineer will render a formal decision in writing within thirty days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. Engineer's written decision on such claim, dispute or other matter will be final and binding upon Owner and Contractor unless: a written notice of intention to appeal from Engineer's written decision is delivered by Owner or Contractor to the other and to Engineer within thirty days after the date of such decision and a formal proceeding is instituted by the appealing party in a forum of competent jurisdiction to exercise such rights or remedies as the appealing party may have with respect to such claim, dispute or other matter in accordance with applicable Laws and Regulations within sixty days of the date of such decision, unless otherwise agreed in writing by Owner and Contractor.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant to paragraphs 9.10 or 9.11 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.15) will be a condition precedent to any exercise by Owner or Contractor of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

9.13. Limitations on Engineer's Authority and Responsibilities:

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

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

9.13.3. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

9.13.4. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests, and approvals and Other documentation required to be delivered by paragraph 4.12 will only be to determine generally that their content complies with the requirements of, and in the case of, certificates of inspections, tests and approvals that the results certified indicate compliance with the Contract Documents.

9.13.5. the limitations upon authority and responsibility set forth in this paragraph 9.13 shall also apply to Engineer's Consultants, Resident Project Representative and assistants.

ARTICLE 10 – CHANGES IN THE WORK

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

10.2. If Owner and Contractor are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefore as provided in Article 11 or Article 12.

10.3. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 6.23 or in the case of uncovering Work as provided in paragraph 13.9.

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

10.4.1. changes in the Work which are (i) ordered by Owner pursuant to paragraph 10.1, (ii) required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or (iii) agreed to by the parties;

10.4.2. changes in the Contract Price or Contract Times which are agreed to by the parties; and

10.4.3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to paragraph 9.11;

Provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Contractor's responsibility, and the amount of each applicable Bond will be adjusted accordingly.

ARTICLE 11 – CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to Engineer promptly (but in no event later than ten days) after the start of the occurrence or event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty days after the start of such occurrence or event (unless Engineer allows

additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event. All claims for adjustment in the Contract Price shall be determined by Engineer in accordance with paragraph 9.11 if Owner and Contractor cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3 The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

11.3.1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1. through 11.9.3. inclusive);

11.3.2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.6.2):

11.3.3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work Covered by a Change Order:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5.

11.4.1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include without limitation superintendents, foremen and other personnel employed full-time at the site. Payroll costs for employees not employed full-time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by Owner.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

11.4.3. Payments made by Contractor to the Subcontractors for Work performed or furnished by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner who will then determine, with the advice

of Engineer, which bids, if any, will be accepted. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in paragraphs 11.4, 11.5, 11.6 and 11.7. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of Contractor.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof – all in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, consumer, use or similar taxes related to the work, and for which Contractor is liable, imposed by Laws and Regulations.

11.4.5.5. Deposits lost for causes other than negligence of Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance and furnishing of the Work (except losses and damages within the deductible amounts of property insurance established by Owner in accordance with paragraph 5.9), provided they have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee. If, however, any such loss or damage requires reconstruction and Contractor is placed in charge thereof, Contractor is placed in charge thereof, Contractor shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work Covered by a Change Order shall not include any of the following:

11.5.1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in Contractor's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4 – all of which are to be considered administrative costs covered by the Contractor's fee.

11.5.2. Expenses of Contractor's principal and branch offices other than Contractor's office at the site.

11.5.3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.9 above).

11.5.5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of **defective** Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6. The Contractor's fee allowed to Contractor for overhead and profit shall be determined as follows:

11.6.1. a mutually acceptable fixed fee; or

11.6.2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1. for costs incurred under paragraphs 11.4.1 and 11.4.2, the Contractor's fee shall be ten percent;

11.6.2.2. for costs incurred under paragraph 11.4.3, the Contractor's fee shall be five percent.

11.6.2.3. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraphs 11.4.1, 11.4.2, 11.4.3 and 11.6.2 is that the Subcontractor who actually performs or furnishes the Work, at whatever tier, will be paid a fee of ten percent of the costs incurred by such Subcontractor under paragraphs 11.4.1 and 11.4.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor:

11.6.2.4. no fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.5. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

11.6.2.6. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.5, inclusive.

11.7. Whenever the cost of any work is to be determined pursuant to paragraphs 11.4 and 11.5, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to Engineer an itemized cost breakdown together with supporting data.

Cash Allowances:

11.8. NOT USED

11.9. Unit Price Work:

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer in accordance with paragraph 9.10.

11.9.2. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

11.9.3. Owner or Contractor may make a claim for an adjustment in the Contract Price in accordance with Article 11 if:

11.9.3.1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

11.9.3.2. there is no corresponding adjustment with respect to any other item of Work; and

11.9.3.3. if Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT TIMES

12.1. The Contract Times (or Milestones) may only be changed by a Change Order or a Written Amendment. Any claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice delivered by the party making the claim to the other party and to Engineer promptly (but in no event

later than thirty days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty days after such occurrence (unless Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Times (or Milestones) shall be determined by Engineer in accordance with paragraph 9.11 if Owner and Contractor cannot otherwise agree. No claim for an adjustment in the Contract Times (or Milestones) will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. All time limits stated in the Contract Documents are of the essence of the Agreement.

12.3. Where Contractor is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of Contractor, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefore as provided in paragraph 12.1. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

12.4. Where Contractor is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both Owner and Contractor, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be Contractor's sole and exclusive remedy for such delay. In no event shall Owner be liable to Contractor, any Subcontractor, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of Contractor, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 7.

ARTICLE 13 – TESTS AND INSPECTION: CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1. **Notice of Defects:** Prompt notice of all defective Work of which Owner or Engineer have actual knowledge will be given to Contractor. All defective Work may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. Owner, Engineer, Engineer's Consultants, other representatives and personnel of Owner, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's site safety procedures and programs so that they may comply therewith as applicable.

Tests and Inspections:

13.3. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

13.4. Contractor shall employ and pay for services of an independent testing laboratory to perform all Quality Control inspections, test or approvals required by the contract documents. Contractor shall allow the Engineer access to all work done in the project for Acceptance Testing by the owner. This testing will be in addition to Quality Control Testing required by the Contractor. Owner shall arrange and pay all costs associated with Acceptance Testing done by an independent testing laboratory of the Owners choosing except:

13.4.1. for inspections, tests or approvals covered by paragraph 13.5 below.

13.4.2. that costs incurred in connection with tests or inspections conducted pursuant to paragraph 13.9 below shall be paid as provided in said paragraph 13.9; and

13.4.3. as otherwise specifically provided in the Contract Documents.

13.4.4 Owner shall perform the following test as part of quality assurance / acceptance testing:

<u>Specification</u>	<u>Testing</u>
02210	In-place field density – ASTM D 1556, ASTM D 1557, ASTM D 2167
02240	In place field density – ASTM D 1556, LBR testing
02232	In place field density – ASTM D 1556 or ASTM D 2167
02514	Making and Curing Concrete Test Specimens – ASTM C 31, Test for Flexural Strength of Concrete – ASTM C 78

All other required testing is to be completed by the contractor as part of the contractor's quality control procedures and submittals. This section shall take precedence over all other sections that describe testing requirements.

13.5. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection, or approval. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Quality Control Testing of materials and equipment shall be the responsibility of the Contractor who shall pay all costs associated with the required testing. Contractor shall provide the Engineer adequate advance notice of intended tests to allow the Engineer to be present during the Testing.

13.6. If any Work (or the work of others) that is to be inspected, tested or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

13.7. Uncovering Work as provided in paragraph 13.6 shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

13.9. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Engineer may require that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others; and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefore as provided in Article 11. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, Contractor may make a claim therefore as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor or any surety or other party.

Correction or Removal of Defective Work:

13.11. If required by Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

13.12. Correction Period:

13.12.1. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instruction: (i) correct such defective Work, or, if it has been rejected by Owner, remove it from the site and replace it with Work that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor does not promptly comply with the terms of such instructions, or in any emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all claims, costs, losses and damages caused by or resulting from such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

13.12.2. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

13.12.3. Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 13.12, the correction period hereunder with respect to such Work

will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, also Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a claim therefore as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

Owner May Correct Defective Work:

13.14. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with paragraph 13.11, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days' written notice to Contractor, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph Owner shall proceed expeditiously. In connection with such corrective and remedial action, Owner may exclude Contractor from all or part of the site, take possession of all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representative, agents and employees, Owner's other contractors and Engineer and Engineer's Consultants access to the site to enable Owner to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by Owner in exercising such rights and remedies will be charged against Contractor and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a claim therefore as provided in Article 11. Such claims, costs, losses and damages will include but not be limited to all costs of repair or replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION**Schedule of Values:**

14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

Application for Progress Payment:

14.2. At least ten days before the date established for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

Contractor's Warranty of Title:

14.3. Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

Review of Applications for Progress Payment:

14.4. Engineer will, within *fifteen (15)* days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application. *Thirty (30)* days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by Owner to Contractor.

14.5. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's on-site observations of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

14.5.1. the Work has progressed to the point indicated.

14.5.2. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 9.10, and to any other qualifications stated in the recommendation), and

14.5.3. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

However, by recommending any such payment Engineer will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents or (ii) that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

14.6. Engineer's recommendation of any payment, including final payment, shall not mean that Engineer is responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the furnishing or performance of Work, or for any failure of Contractor to perform or furnish Work in accordance with the Contract Documents.

14.7. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner referred to in paragraph 14.5. Engineer may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

14.7.1. the Work is defective, or completed Work has been damaged requiring correction or replacement.

14.7.2. the Contract Price has been reduced by Written Amendment or Change Order.

14.7.3. Owner has been required to correct defective Work or complete Work in accordance with paragraph 13.14. or

14.7.4. Engineer has actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.4 inclusive.

Owner may refuse to make payment of the full amount recommended by Engineer because:

14.7.5. claims have been made against Owner on account of Contractor's performance or furnishing of the Work.

14.7.6. Liens have been filed in connection with the Work, except where Contractor has delivered a specific Bond satisfactory to Owner to secure the satisfaction and discharge of such Liens,

14.7.7. there are other items entitling Owner to a set-off against the amount recommended, or

14.7.8. Owner has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.7.1 through 14.7.3 or paragraphs 15.2.1 through 15.2.4 inclusive;

but Owner must give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

Substantial Completion:

14.8. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion. Within a reasonable time thereafter, Owner, Contractor and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefore. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be

completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefore. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner. At the time of delivery of the tentative certificate of Substantial Completion Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

14.9. Owner shall have the right to exclude Contractor from the Work after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

Partial Utilization:

14.10. Use by Owner at Owner's option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) Owner, Engineer and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.10.1. Owner at any time may request Contractor in writing to permit Owner to use any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, Owner, Contractor and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefore. If Engineer considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2. No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the requirements of paragraph 5.15 in respect of property insurance.

Owner may at any time request Contractor in writing to permit Owner to take over operation of any such part of the work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will

finalize the list if items to be completed or corrected and will deliver such lists to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

Final Inspection:

14.11. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or **defective**. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

Final Application for Payment:

14.12. After Contractor has completed all such corrections to the satisfaction of Engineer and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by paragraph 5.4, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents, Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by:

- (i) consent of the surety, if any, to final payment.
- (ii) complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.
- (iii) certification from surety that payment and performance bond shall remain in effect one (1) year following final payment.
- (iv) contractor's advertisement of completion – advertisement for a period of four (4) successive weeks in the newspaper or largest circulation published within the county where the work is performed.
- (v) certification from insurance company that any insurance coverage written on a claims-made basis, remain in effect for at least two (2) years following final payment.

Final Payment and Acceptance:

14.13. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of paragraph 14.15. Otherwise, Engineer will return the Application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. Thirty days after the presentation to Owner of the Application and accompanying documentation, in appropriate form and substance and with Engineer's recommendation and notice of acceptability, the amount recommended by Engineer will become due and will be paid by Owner to Contractor.

14.14. If, through no fault of Contractor, final completion of the Work is significantly delayed and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

Waiver of Claims:

14.15. The making and acceptance of final payment will constitute:

14.15.1. a waiver of all claims by Owner against Contractor, except claims arising from unsettled Liens, from **defective** Work appearing after final inspection pursuant to paragraph 14.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

14.15.12. a waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes an approved claim therefore as provided in Articles 11 and 12.

Owner May Terminate:

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. if Contractor persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 6.6);

15.2.2. if Contractor disregards Laws or Regulations of any public body having jurisdiction;

15.2.3. if Contractor disregards the authority of Engineer; or

15.2.4. if Contractor otherwise violates in any substantial way any provisions of the Contract Documents;

15.2.5. if Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

15.2.6. if a petition is filed against Contractor under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.7. if Contractor makes a general assignment for the benefit of creditors;

15.2.8. if a trustee, receiver, custodian, or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge of property of Contractor is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;

15.2.9. if Contractor admits in writing an inability to pay its debts generally as they become due.

Owner may, after giving Contractor (and the surety, if any,) seven days' written notice and to the extent permitted by Laws and Regulations, terminate the services of Contractor, exclude Contractor from the site and take possession of the Work and of all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by Owner arising out of or resulting from completing the Work such excess will be paid to Contractor. If such claims, costs, losses and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and when so approved by Engineer incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the Work performed.

15.3. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

15.4. Upon seven days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Agreement. In such case, Contractor shall be paid (without duplication of any items):

15.4.1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

15.4.2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

15.4.3. for all claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and other; and

15.4.4. for reasonable expenses directly attributable to termination.

Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

Contractor May Stop Work or Terminate:

15.5. If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety days by Owner or under an order of court or other public authority, or Engineer fails to act on any Application for Payment within thirty days after it is submitted or Owner fails for thirty days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Agreement and recover from Owner payment on the same terms as provided in paragraph 15.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within thirty days after it is submitted, or Owner has failed for thirty days to pay Contractor any sum finally determined to be due, Contractor may upon seven day's written notice to Owner and Engineer stop the Work until payment of all such amounts due Contractor, including interest thereon. The provisions of this paragraph 15.5 are not intended to preclude Contractor from making claim under Articles 11 and 12 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping Work as permitted by this paragraph.

ARTICLE 17 – MISCELLANEOUS

Giving Notice:

17.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.2 Computation of Times:

17.2.1. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a

Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.2.2. A calendar day of twenty-four (24) hours measured from midnight to the next midnight will constitute a day.

Notice of Claim:

17.3. Should Owner or Contractor suffer injury or damage to person or property because of any error, omission or act of the other part or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 17.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

Cumulative Remedies:

17.4. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by paragraphs 6.12, 6.16, 6.30, 6.31, 6.32, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to Owner and Engineer thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

Professional Fees and Court Costs Included:

17.5. Whenever reference is made to "claims, costs, losses and damages," it shall include in each case, but not be limited to, all fees and charges of engineers, architects, attorneys and other professionals and all court or other dispute resolution costs.

Labor Records and Schedules:

~~17.6 — The Department of Jurisdiction on such public work shall require all Contractors and Subcontractors to keep the following records on the site of the public work project on which such Contractors, and Subcontractors are engaged:~~

~~17.6.1 — Record of hours worked by each worker, laborer, and mechanic on each day.~~

~~17.6.2 — Record of days worked each week by each worker, laborer, and mechanic.~~

~~17.6.3 — Schedule of occupation or occupations at which each worker, laborer, and mechanic on the project is employed during each workday and week.~~

~~17.6.4 — Schedule of hourly wage rates and supplements paid to each worker, laborer, and mechanic for each occupation.~~

Wage Schedules:

~~17.7 — Pursuant to Sections 220.3 and 220 d of the Labor Law, each laborer, worker, or mechanic employed by the Contractor, Subcontractor, or other person shall be paid not less than the prevailing rate of wages for a legal day's work and shall be provided supplements not less than the prevailing supplements as determined by the Industrial Commissioner.~~

~~The Contractor and every Subcontractor shall post in a prominent and accessible place on the site of the work a legible statement of all wage rates and supplements as specified in the Contract to be paid or provided, as the case may be, for the various classes of mechanics, workers, and laborers employed on the work.~~

~~The Owner does not represent or warrant that the accompanying schedule of wage rates and supplements with the classification of workers, mechanics, and laborers, as required by Section 220 of the Labor Law, is complete, and it reserves the right to revise such schedule when required. If any occupation is not mentioned in the schedule of wage rates and supplements it shall be requested from the Industrial Commissioner, by the Contractor through the Engineer and such schedules, shall, upon notice to the Contractor, become and be a part of the wage and supplement schedules embodied in the Contract.~~

~~Also included is the Federal Wage Rate Determination. Laborers, workmen, and mechanics employed on the work done in performance of said Contract shall be paid not less than the rate of wages listed thereon for the trade or occupation of such laborer, etc.~~

TECHNICAL SPECIFICATIONS



BID DOCUMENTS & SPECIFICATIONS
RUNWAY OBSTRUCTION TREE CLEARING
PERRY FOLEY AIRPORT—PERRY, FL

ITEM P-151

CLEARING AND GRUBBING

DESCRIPTION

151-1.1 This item shall consist of clearing ~~or clearing and grubbing~~, including the disposal of materials, for all areas within the limits designated on the plans or as required by the Engineer.

Clearing shall consist of the cutting and removal of all trees, ~~stumps, brush, logs, hedges, the removal of fences and other loose or projecting material from the designated areas.~~ The grubbing of stumps and roots will not be required.

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

~~Clearing and grubbing shall consist of clearing the surface of the ground of the designated areas of all trees, stumps, down timber, logs, snags, brush, undergrowth, hedges, heavy growth of grass or weeds, fences, structures, debris, and rubbish of any nature, natural obstructions or such material which in the opinion of the Engineer is unsuitable for the foundation of strips, pavements, or other required structures, including the grubbing of stumps, roots, matted roots, foundations, and the disposal from the project of all spoil materials resulting from clearing and grubbing by burning or otherwise.~~

CONSTRUCTION METHODS

151-2.1 GENERAL. The areas denoted on the plans to be cleared ~~or cleared and grubbed~~ shall be staked ~~on the ground by the Engineer~~ by a licensed surveyor hired by the contractor. The clearing and grubbing shall be done at a satisfactory distance in advance of the grading operations.

All spoil materials removed by clearing or by clearing and grubbing shall be disposed of ~~by burning, when permitted by local laws, or by removal to approved disposal areas. When burning of material is permitted, it shall be burned under the constant care of competent watchmen so that the surrounding vegetation and other adjacent property will not be jeopardized. Burning shall be done in accordance with all applicable laws, ordinances, and regulations. Before starting any burning operations, the Contractor shall notify the agency having jurisdiction.~~

As far as practicable, waste concrete and masonry shall be placed on slopes of embankments or channels. When embankments are constructed of such material, this material shall be placed in accordance with requirements for formation of embankments. Any broken concrete or masonry which cannot be used in construction, and all other materials not considered suitable for use elsewhere, shall be disposed of by the Contractor. In no case shall any discarded materials be left in windrows or piles adjacent to or within the airport limits. The manner and location of disposal of materials shall be subject to the approval of the Engineer and shall not create an unsightly or objectionable view. When the Contractor is required to locate a disposal area outside the airport property limits at his/her own expense, he shall obtain and file with the Engineer, permission in writing from the property owner for the use of private property for this purpose.

If the plans or the specifications require the saving of merchantable timber, the contractor shall trim the limbs and tops from designated trees, saw them into suitable lengths, and make the material available for removal by

other agencies.

~~Any blasting necessary shall be done at the Contractor's responsibility, and the utmost care shall be taken not to endanger life or property.~~

The removal of existing structure and utilities required to permit orderly progress of work shall be accomplished by local agencies, unless otherwise shown on the plans. Whenever a telephone or telegraph pole, pipeline, conduit, sewer, roadway, or other utility is encountered and must be removed or relocated the Contractor shall advise the Engineer who will notify the proper local authority or owner and attempt to secure prompt action.

151-2.2 CLEARING. The Contractor shall clear the staked or indicated area of all objectionable materials. Trees unavoidably falling outside the specified limits must be cut up, removed, and disposed of in a satisfactory manner. In order to minimize damage to trees that are to be left standing, trees shall be felled toward the center of area being cleared. The Contractor shall preserve and protect from injury all trees not to be removed. The trees, stumps, and brush shall be cut to a height of not more than 12 inches (300 mm) above the ground. The grubbing of stumps and roots will not be required.

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

Fences shall be removed and disposed of when directed by the Engineer. Fence wire shall be neatly rolled and the wire and posts stored on the airport if they are to be used again, or stored at a designated location if the fence is to remain the property of a local owner or of a civic authority.

151-2.3 CLEARING AND GRUBBING. In areas designated to be cleared and grubbed, all stumps, roots, buried logs, brush, grass, and other unsatisfactory materials shall be removed, except where embankments exceeding 3-1/2 feet (105 cm) in depth are to be made outside of paved areas. In cases where such depth of embankments is to be made, all unsatisfactory materials shall be removed, but sound trees, stumps, and brush projections over 1-1/2 inches (37 mm) in diameter shall be grubbed out to a depth of at least 18 inches (45 cm) below the finished subgrade or slope elevation.

Any building and miscellaneous structures that are shown on the plans to be removed shall be demolished or removed, and all materials therefore shall be ~~disposed of either by burning or otherwise~~ removed from the site.

The remaining or existing foundations, wells, cesspools, and all like structures shall be destroyed by breaking out or breaking down the materials of which the foundations, wells, cesspools, etc., are built to a depth at least 2 feet (60 cm) below the existing surrounding ground. Any broken concrete, blocks, or other objectionable material which cannot be used in backfill shall be removed and disposed of. The holes or openings shall be backfilled with acceptable material and properly compacted.

All holes remaining after the grubbing operation in embankment areas shall have the sides broken down to flatten out the slopes, and shall be filled with acceptable material, moistened and properly compacted in layers to the density required in Item P-152. The same construction procedure shall be applied to all holes remaining after grubbing in excavation areas where the depth of holes exceeds the depth of the proposed excavation.

METHOD OF MEASUREMENT

151-3.1 No separate measurement shall be made for Tree Removal. Payment for this work performed within the limit as shown in the contract drawings shall be at the contract lump sum price for Tree Removal.

BASIS OF PAYMENT

151-4.1 Payment for Tree Removal shall be made at the contract lump sum price for Tree Removal. This price shall be full compensation for mobilization, removal and disposal of debris off-site and for furnishing all materials and for all labor, equipment, tools, incidentals necessary to complete the item, and to restore the site to the pre-clearing condition.

Payment will be made under:

Item P-151-1	Clear Area 1 (Runway 18)	—Lump Sum
Item P-151-2	Clear Area 2 (Runway 36)	—Lump Sum
Item P-151-3	Clear Area 3 (Runway 12)	—Lump Sum
Item P-151-4	Clear Area 4 (Runway 30)	—Lump Sum
Item P-151-5	Clear Area 5 (Runway 6)	—Lump Sum

END OF ITEM P-151

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve Letter of Allocation and the Equal Employment Opportunity Plan (EEOP) Certification Form for the 2013-2014 FDLE Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

MEETING DATE REQUESTED:

July 16, 2012

Statement of Issue: Board to approve Letter of Allocation and the EEOP Certification Form for the 2013-2014 funding cycle of the FDLE JAG grant program.

Recommended Action: Approve Letter of Allocation and the EEOP Certification Form.

Fiscal Impact: The County is eligible to receive a total grant in the amount of \$43,720 through the FDLE JAG grant program. The Sheriff's Department will be submitting application and requesting \$21,860 and the City of Perry will be submitting application and requesting \$21,860. The County will oversee the submission and reporting of the grant being submitted on behalf of the Sheriff's department. The City will be submitting their own grant application and be responsible for their reporting. No cash match is required for the grant.

Budgeted Expense: Y/N Not applicable. No match required.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: For at least the past thirteen years, the County has been the lead administrator for the Sheriff's Department on the FDLE JAG Program grant. The funds have been used for the Drug Eradication Task Force. The Sheriff's Department has worked closely with the City of Perry administering these grant funds and the Drug Eradication Task Force. Taylor County is eligible for a total amount of \$43,720 through the 2013-2014 JAG Grant Program. As with the 2012-2013 funding, the Sheriff's Office and the City of Perry will be dividing the grant funds. **The City of Perry will be responsible for their own grant application, program administration, and all reporting associated with the grant.** The Sheriff's Office will use the

grant funds received on their behalf for the Drug Eradication Task Force for equipment and salaries. Danny Parker from the Sheriff's Department assists with the administration of this grant.

Attachments: Letter of Allocation and EEOP Certification Form



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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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

July 16, 2013

Mr. Clayton H. Wilder,
Community Program Administrator
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Mr. Wilder,

In compliance with State of Florida Rule 11 D -9 F.A.C. Taylor County Board of Commissioners approves the distribution for \$43,720.00 (total allocation available) of Federal Fiscal Year 2013 – 2014 for the Edward Bryne Memorial Grant / Justice Assistance Grant (JAG) program funds for the following projects within Taylor County.

<u>Sub grantee</u> <u>City or County</u>	<u>Title of Project</u> <u>Taylor County</u>	<u>Dollar Amount</u> <u>(Federal Funds)</u>
Taylor County	Taylor County Eradication Task Force	\$21,860.00
City of Perry	Perry United Task Force	\$21,860.00

Sincerely,

Pam Feagle Chairperson
Taylor County Board of Commissioners

CERTIFICATION FORM

Recipient Name and Address: Taylor County Board of Commissioners

Grant Title: Taylor County Drug Eradication Grant Number: _____ Award Amount: \$43,720

Contact Person Name and Title: Ron Rice, Captain Phone Number: (850) 838-3505

Federal regulations require recipients of financial assistance from the Office of Justice Programs (OJP), its component agencies, and the Office of Community Oriented Policing Services (COPS) to prepare, maintain on file, submit to OJP for review, and implement an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R §§ 42.301-.308. The regulations exempt some recipients from all of the EEOP requirements. Other recipients, according to the regulations, must prepare, maintain on file and implement an EEOP, but they do not need to submit the EEOP to OJP for review. Recipients that claim a complete exemption from the EEOP requirement must complete **Section A** below. Recipients that claim the limited exemption from the submission requirement, must complete **Section B** below. **A recipient should complete either Section A or Section B, not both.** If a recipient receives multiple OJP or COPS grants, please complete a form for each grant, ensuring that any EEOP recipient certifies as completed and on file (if applicable) has been prepared within two years of the latest grant. Please send the completed form(s) to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, N.W., Washington, D.C. 20531. For assistance in completing this form, please call (202)307-0690 or TTY (202) 307-2027.

Section A- Declaration Claiming Complete Exemption from the EEOP Requirement. *Please check all the boxes that apply.*

- | | |
|--|---|
| <input type="checkbox"/> Recipient has less than 50 employees, | <input type="checkbox"/> Recipient is an Indian tribe, |
| <input type="checkbox"/> Recipient is a non-profit organization, | <input type="checkbox"/> Recipient is an educational institution, or |
| <input type="checkbox"/> Recipient is a medical institution, | <input type="checkbox"/> Recipient is receiving an award less than \$25,000 |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R §42.302. I further certify that _____ [recipient] will comply with applicable Federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Print or type Name and Title	Signature	Date
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Section B- Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review.

If a recipient agency has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to OJP for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Pam Feagle [responsible official], certify that the Taylor County Board of Commissioners [recipient], which has 50 or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR §42.301, *et seq.*, subpart E. I further certify that the EEOP has been formulated and signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of: _____ County Administrator [organization], at 201 E. Green Street, Perry, FL 32347 [address], for review by the public and employees or for review or audit by officials of the relevant state planning agency or the Office for Civil Rights, Office of Justice Programs, U. S. Department of Justice, as required by relevant laws and regulations.

Pam Feagle, Chairman		7/16/2013
Print or type Name and Title	Signature	Date

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



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

MEETING DATE REQUESTED:

July 16, 2013

Statement of Issue:

Under the direction of the Board, the Engineering Division prepared the attached plans and specification package for the improvement of East and South Red Padgett Roads (CR 356A/356) from US HWY 19 to US HWY 19 under the Florida Department of Transportation's Small County Road Assistance Program (SCRAP) and the Small County Outreach Program (SCOP). This information will be presented as a Request For Proposals (RFP) and will be advertised upon receiving approval from the Board and the remaining jurisdictions.

Recommended Action:

The Board should approve soliciting RFPs for the proposed widening/resurfacing scope of work to be received August 20, 2013. Subsequent approval of received proposals will be contingent upon available funding.

Fiscal Impact:

FISCAL YR 2012/13 - \$498,236 SCRAP Funding remaining

FISCAL YR 2012/13 - \$901,741 SCOP Funding remaining

Budgeted Expense:

YES

Submitted By:

ENGINEERING DIVISION

Contact:

COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

Under the direction of the Board, the Engineering Division prepared the attached plans and specification package for the improvement of East and South Red Padgett Roads (CR 356A/356) from US HWY 19 to US HWY 19 under the FDOT's SCRAP and SCOP programs. The specifications and construction plans will be incorporated into a Request for Proposals (RFP) that will be advertised upon receiving Board, FDOT and permitting approval. This roadway improvement project consists of furnishing all needed materials, equipment, labor and supervision to widen and resurface the approximate 5.65-miles of roadway. Beyond reconstruction, widening and resurfacing, the improvements also include safety modifications, drainage improvements, pavement markings and signage, along with other associated work as more fully detailed in the plans and specifications material.

The Board previously entered into and approved Reimbursement Agreements with FDOT in the amount of \$518,043 for the East Red Padgett Road project (CR 356A) and \$918,000 for the South Red Padgett Road project (CR356). Staff expects that there will be a good chance that the monies remaining from this original reimbursement agreement amount after allotting for the survey, geotechnical, and construction administration expenses will be insufficient to complete the entire project as proposed without additional funding from FDOT or the Board. A last resort would be to reduce the project's scope of work. This matter will be more fully discussed once the RFP's have been received and evaluated. Nonetheless, Staff recommends that the Board approve soliciting requests for proposals for the proposed widening and resurfacing in accordance with the attached scope of work.

Once the Board has approved the proposed scope of work, Staff will forward the plans and specifications to Jordan Green, FDOT SCOP/SCRAP administrator, for his review and approval. We will proceed concurrently with the remaining administrative aspects of the bid solicitation while FDOT is reviewing the plans and specifications and incorporate any needed revisions or modifications required for their approval prior to contract award. It is intended that proposals be received at the August 20, 2013 regular Board meeting.

Options:

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

Attachments:

Proposed Request for Proposal package
Construction Plans (Roadway Plan Views and Quantities)

BID DOCUMENTS

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

July 2013

Prepared for:

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

Prepared by:

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

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PART 1 – BIDDING REQUIREMENTS

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

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INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed proposals for construction of the **East & South Red Padgett Road Widening/Resurfacing**.

Qualified firms or individuals desiring to provide the required products or services must submit **five (5)** packages in a sealed envelope or similar package marked "**Sealed Proposal for East & South Red Padgett Road Widening/Resurfacing**" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than **4:00 P.M.**, local time, on **August 16, 2013**. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at **x:xx P.M.** local time, or as soon thereafter as practical, on **August 20, 2013**, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

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

A Pre-Bid Conference will be held at 11:00 a.m. on Wednesday, August 7, 2013, at the Administrative Complex located at 201 East Green Street, Perry, Florida 32347.

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

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

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 - DEFINED TERMS

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

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

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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

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

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

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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

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

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

[C. The successful Contractor and any subcontractors shall enroll in and be in compliance with the Department of Homeland Security's E-Verify Employment Eligibility Verification system prior to contract execution.]

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

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

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

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

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

4.02 *Underground Facilities*

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

4.03 *Hazardous Environmental Condition*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-Bid conference will be held at 10:00 a.m. local time on Wednesday, August 7, 2013, at the Taylor County Administrative Complex, 201 East Green St., Perry, Florida 32347. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference and or no less than 10 days prior to the Bid Opening Date. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

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

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

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

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

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

ARTICLE 8 - BID SECURITY

8.01 Bid security will be required for this project.

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

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

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

ARTICLE 9 - CONTRACT TIMES

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

ARTICLE 10 - LIQUIDATED DAMAGES

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

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

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

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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

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

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

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

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

ARTICLE 13 - PREPARATION OF BID

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

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

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

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

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

- 13.06 A Bid by an individual shall show the Bidder's name and official address.
- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.
- 13.08 All names shall be typed or printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 The address and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum*

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

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

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

ARTICLE 15 - SUBMITTAL OF BID

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

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

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

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security (when required) and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing." Hand deliveries and mailed Bids shall be addressed to Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347. Bids submitted by Overnight delivery shall also be delivered to the physical address of the Clerk of Court: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.

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

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

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

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

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

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

ARTICLE 17 - OPENING OF BIDS

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

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

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

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

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

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

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

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

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

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

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

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

ARTICLE 21 - SIGNING OF AGREEMENT

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

Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES

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

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

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

ARTICLE 23 - RETAINAGE

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

ARTICLE 24 - CONTRACTS TO BE ASSIGNED

24.01 Owner as "buyer" will execute a contract with the successful Bidder as "seller" for the procurement of goods and special services for East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing. The materials and equipment provided for in the procurement contract are to be furnished and delivered to the Site [or other location] for installation by Contractor. The said procurement contract will be assigned by Owner to Contractor as set forth in the Agreement. Contractor will accept the assignment and assume responsibility for the "seller", who will become a Subcontractor to Contractor.

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

BID FORM

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

2008-004-ENG

TABLE OF ARTICLES

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

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

_____	_____
_____	_____

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

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

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

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

ARTICLE 5 – BASIS OF BID

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

Total Lump Sum Bid Price	_____	\$ _____
	(words)	(numerals)

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

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

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

ARTICLE 6 – TIME OF COMPLETION

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of _____
 - B. Certificate of Liability Insurance or Agency Statement
 - C. Declaration Page form Workers' Compensation Insurance or Exemption Issued by the State of Florida
 - D. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)
 - E. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)
 - F. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
 - G. List of Project References

- H. Required Bidder Qualification Statement with Supporting Data
- I. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
- J. Affidavit of Non-Collusion

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

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

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

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

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

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

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. (If applicable)

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

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

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

East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing Contract: The intent of this contract is to secure all labor and equipment required for the East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, overlay with OBG 1, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing, and installing stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

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

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

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

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

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

DONE AND EXECUTED this ____ day of _____, _____

WITNESS:

STATE OF FLORIDA
COUNTY OF TAYLOR

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

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

NOTARY PUBLIC

My Commission Expires: _____

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

by _____.

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

Whose business address is _____
_____ and

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

3. My name is _____ and my relationship to the entity
name above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime: or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

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

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

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

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

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

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

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

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

of _____, _____.

NOTARY PUBLIC

My commission expires: _____

NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

_____ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

WitnessBy: _____
Signature_____
Witness_____
Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)

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

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

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

____ Personally known to me, or

____ Did take an oath, or

____ Personal identification:

____ Did Not take an oath.

Type of Identification Produced

PART 2– CONTRACT FORMS

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

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

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

ARTICLE 1 - WORK

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

East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing Contract: The intent of this contract is to secure all labor and equipment required for the East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, overlay with OBG 1, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing, and installing stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

ARTICLE 2 - THE PROJECT

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

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

ARTICLE 3 – ENGINEER/PROJECT ADMINISTRATION

3.01 The Project has been designed by:

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

3.02 The Project will be administered by:

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

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

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 180 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 210 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

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

4.04 Correction Period/Warranty

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

ARTICLE 5 - CONTRACT PRICE

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

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

	(\$ _____)
(words)	(numerals)

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

ARTICLE 6 - PAYMENT PROCEDURES**6.01 Submittal and Processing of Payments**

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

6.02 Progress Payments; Retainage

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

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

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

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

6.03 Final Payment

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

ARTICLE 7 - INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance and Payment bond.
3. Standard General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings consisting of 260 sheets with each sheet bearing the following general title: East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing [or] the Drawings listed on attached sheet index.
7. Addenda (numbers _____ to _____, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages _____ to _____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 - c. Contractor's and Subcontractor's Valid Business/Contractor Licensing/Registration Information.
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.

b. Work Change Directives.

c. Change Order(s).

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

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

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

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Preference To State Residents

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

10.05 Other Provisions

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

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

This Agreement will be effective on _____, 2013 (which is the Effective Date of the Agreement).

OWNER:

Taylor County Board of County Commissioners

By: Jack R. Brown

Title: County Administrator

[COUNTY SEAL]

Attest: Annie Mae Murphy

Title: Taylor County Clerk of Court

Address for giving notices:

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

OR

P.O. Box 620, Perry, FL 32348

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

CONTRACTOR:

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(Where applicable)

Agent for service or process: _____

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

BID BOND

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

BIDDER (Name and Address):

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

OWNER (Name and Address):

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

BID

Bid Due Date: August 16, 2013

Project (Brief Description Including Location): *East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing Contract*: The intent of this contract is to secure all labor and equipment required for the East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, overlay with OBG 1, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing, and installing stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

BOND

Bond Number:

Date (Not later than Bid due date):

Penal Sum: _____

(Words)

(Figures)

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

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

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

Attest: _____
Signature and Title

Attest: _____
Signature and Title

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

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

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

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

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

3. This obligation shall be null and void if:

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

3.2. All Bids are rejected by Owner, or

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

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

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

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

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

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

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

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

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

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

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

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

CONTRACT

Date:

Amount:

Description (Name and Location): *East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing Contract*: The intent of this contract is to secure all labor and equipment required for the East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, overlay with OBG 1, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing, and installing stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

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

Attest:

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-610 (2002 Edition)

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

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

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

PAYMENT BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

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

CONTRACT

Date:

Amount:

Description (Name and Location): *East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing Contract*: The intent of this contract is to secure all labor and equipment required for the East & South Red Padgett Road (CR 356A/356) Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 18 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, overlay with OBG 1, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing, and installing stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

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

Attest:

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

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

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

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
Andy McLeod, Public Works Division Director
Kenneth Dudley, County Engineer
Brent Burford, Engineer*

SC-14.02.A.3 Add the following language at the end of paragraph 14.02.A.3:

No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.

SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:

1. *The Application for Payment with Engineer's recommendations will be presented to the County for consideration. If the County finds the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 14.02.D will become due thirty days after the Application for Payment is presented to the County, and the County will make payment to the Contractor.*

SC-16

The venue for all disputes shall be Taylor County, Florida.

PART 4— SUPPLEMENTAL SPECIFICATIONS

SUPPLEMENTAL SPECIFICATIONS

1. The Taylor County Board of County Commissioners is improving East & South Red Padgett Road (CR 356A/356) under the terms of an FDOT SCRAP/SCOP Agreement. Such improvements include widening and resurfacing an existing approximately 18 ft wide road to a 24 ft wide paved roadway by installing limerock widening strips, overlay with OBG 1, reclaiming the existing asphalt, and resurfacing the roadway, reshaping ditches, extending, removing, and installing stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications. All work shall be completed in accordance with "Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards", latest edition or "FDOT Standard Specifications for Road and Bridge Construction", latest edition and as amended by these specifications or plans.
2. FDOT MODIFICATIONS - When "FDOT Roadway and Traffic Design Standards" or "FDOT Standard Specifications for Road and Bridge Construction" refers to FDOT, Engineer, Department, Inspector, these items shall refer to Taylor County Engineer or authorized representative. When "FDOT Roadway and Traffic Design Standards" or "FDOT Standard Specifications for Road and Bridge Construction" refers to Laboratory this item refers to an independent properly licensed testing lab selected by Contractor with approval of County and fully compensated by Contractor.
3. FDOT SPECIFICATIONS - When the specifications refer to the State of Florida or officials of the State it shall be interpreted as the County Commissioners or their authorized representative.
4. WARRANTY - The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a three-year period after the date of final acceptance. The Performance Bond for this project may be reduced to 75% of the contract amount after completion of the first year of warranty and then further reduced to 50% for the final year.
5. All materials used shall meet all requirements of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and methods of construction shall meet all requirements of the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition. Materials testing for this project shall be performed by an independent properly licensed testing lab selected by the Contractor with approval of the County and compensated by the Contractor. Results of required testing shall be forwarded and approved prior to covering work and prior to acceptance for payment.
6. The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout shall be done using competent and experienced personnel under the supervision of a Land Surveyor registered in the State of Florida at the Contractor's expense. Control points established by the Owner and disturbed by the Contractor will be replaced by the Contractor at his expense. Survey monuments or markers which will be removed by construction shall be properly referenced to the right-of-way line prior to

- removal. Reference documentation shall be provided to the County upon project completion.
7. Once each phase of this project begins, the Contractor shall maintain asphalt application efforts at one location at a time. Taylor County shall provide one (1) authorized representative to be on site during asphalt application. All material tickets shall be presented to this representative at time of delivery and indicate required information (FDOT #, Tonnage, Temp, etc.).
 8. Material Testing and Sampling shall be completed as required by the FDOT Standard Specifications, these Supplemental Specifications and the Construction Plans. Additional random material samples shall be collected and tests run at the discretion of Taylor County's authorized representative as part of the mandatory testing requirements.
 9. Unless otherwise authorized, regulate paving machine speed to no more than 70 feet-per-minute to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
 10. Offset longitudinal joints in successive asphalt courses a minimum of 4 inches. Offset lateral joints in asphalt courses a minimum of 24 inches.
 11. LIMEROCK BASE: There shall be no adjustment or extra payment for additional thickness of base material.
 12. PRIME COAT: A prime coat shall be applied to the finished base course prior to the application of asphalt courses at the rate of 0.10 gallon per square yard per asphalt course application. Use of EPR-1 will be permitted as a Prime Coat with submission of a FDOT pretest certification and when diluted at no less than a 3:1 water ratio and applied at 0.2~0.25 gal/sy. Prime coat must be allowed to cure a minimum of 24 hours before paving commences. Primed areas open to traffic shall be protected by an approved cover.
 13. SEEDING & MULCHING {Performance Turf}: Permanent seed shall be (Bermuda or Argentina Bahia @ 80 lb/acre), temporary seed (Rye {October ~ March} or Brown Top Millet {April ~ September} @ 20 lb/acre) mixture and placement. Seed shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition.
 14. SODDING {Performance Turf (SOD)}: Roadway Sod shall be rolled Bermuda or Centipede. Remaining areas may be pallet sod. Sod shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition.
 15. Unless noted otherwise, roadway improvements shall include providing & installing OM2V at each approach side of all cross-drains throughout the projects limits.
 16. Unless noted otherwise, all D3 Street name signage shall use a 9 inch high sign with 6 inch uppercase and 4 inch lower case lettering. Public Street names shall be placed on a green sign with white lettering and border. Private Streets shall use a blue background sign with white lettering and border.
 17. CONCRETE: Unless noted otherwise, all concrete shall use one of the curing materials consistent with Section 925, FDOT Specifications, latest edition.

PART 5 – DRAWINGS (BOUND SEPARATELY)

BEFORE YOU DIG!
CALL SUNSHINE STATE ONE CALL OF FLORIDA
AT LEAST TWO FULL BUSINESS DAYS BEFORE
DIGGING OR DISTURBING EARTH



1-800-432-4770

Know what's below.
Call before you dig.

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

RED PADGETT RD CONTRACT PLANS WIDENING/RESURFACING PLANS

TAYLOR COUNTY PROJECT NO. 2008-004-ENG

PLAN INDEX

SHEET	DESCRIPTION
1	COVER AND CONTENTS OF SET
2	GENERAL NOTES
3~4	TYPICAL SECTION
5~9	SUMMARY OF QUANTITIES
10~73	PLAN & PROFILE
74~218	CROSS SECTIONS
S-1	SIGNAGE SCHEDULE
S-2	STRIPING PLAN
S-3~S-35	SIGNING AND PAVEMENT MARKINGS
TC-1	TRAFFIC CONTROL
SWPP-1	STORM WATER POLLUTION PREVENTION PLAN

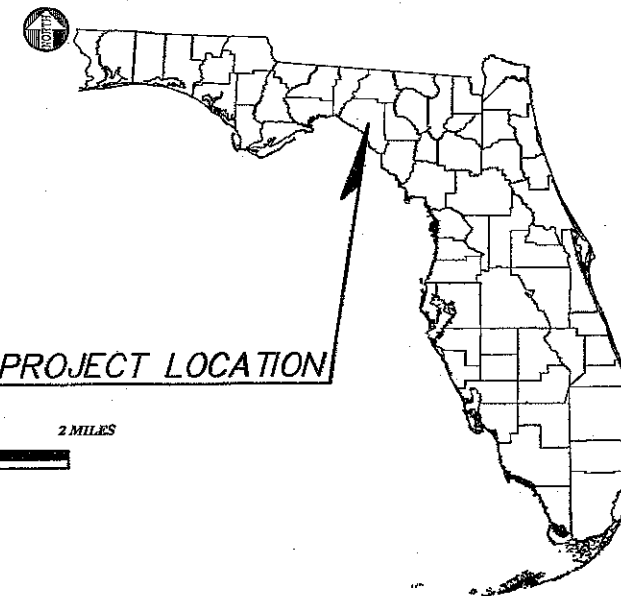
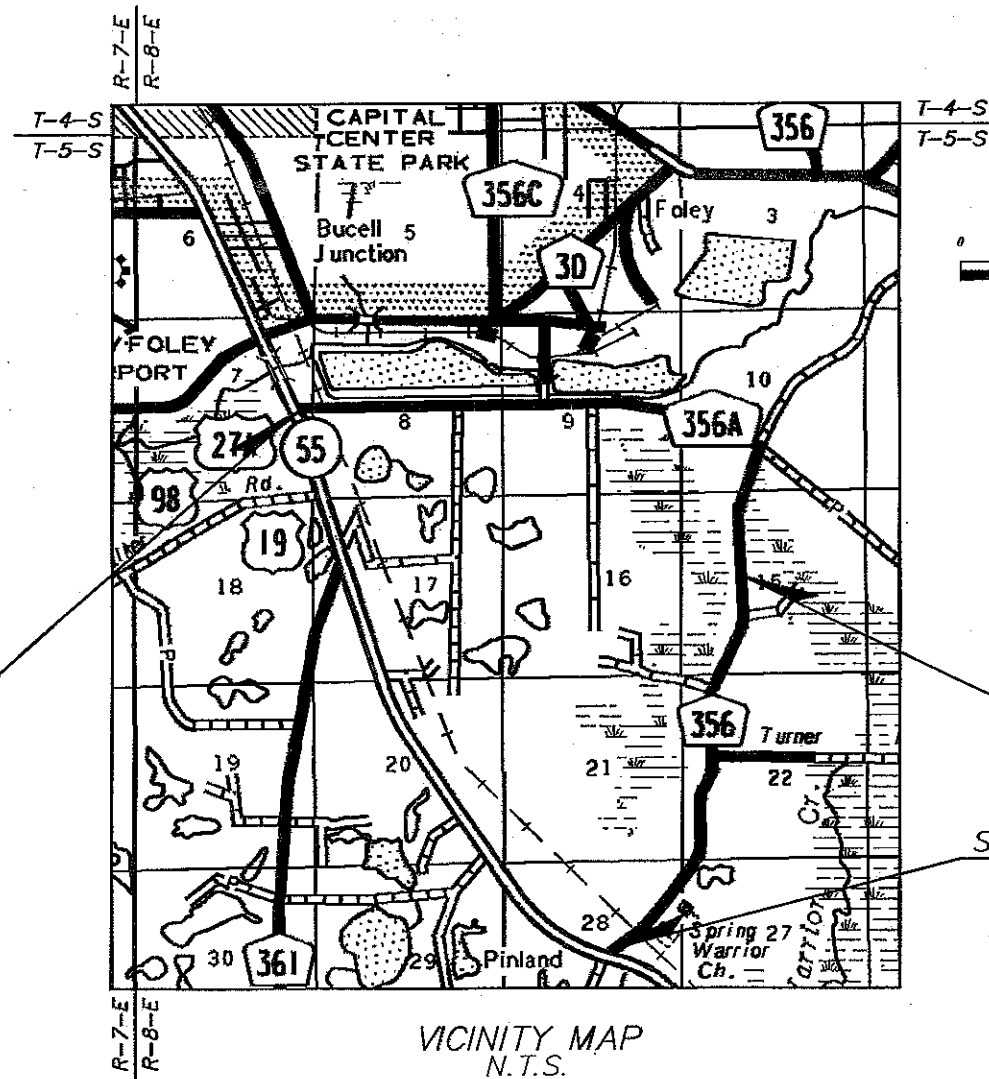
FLORIDA DEPARTMENT OF TRANSPORTATION PROGRAM

SMALL COUNTY ROAD ASSISTANCE PROGRAM:

EAST RED PADGETT RD FDOT FIN ID: 424166-1-58-01

SMALL COUNTY OUTREACH PROGRAM:

SOUTH RED PADGETT RD FDOT FIN ID: 424174-1-58-01



LOCATION MAP
N.T.S.

LENGTH OF PROJECT

	LINEAR FEET	MILES
ROADWAY	29,852.38	5.65
BRIDGES	0.00	0.00
NET LENGTH OF PROJECT	29,852.38	5.65
EXCEPTIONS	0.00	0.00
GROSS LENGTH OF PROJECT	29,852.38	5.65

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION,
DESIGN STANDARDS, 2013 EDITION;
STANDARD SPECIFICATIONS FOR ROAD AND
BRIDGE CONSTRUCTION, 2013 EDITION; AND
TAYLOR COUNTY LAND DEVELOPMENT REGULATIONS,
AS AMENDED BY CONTRACT DOCUMENTS.

ROADWAY SHOP DRAWINGS TO BE
SUBMITTED TO:

KENNETH DUDLEY, P.E.
TAYLOR COUNTY ENGINEERING DIVISION
201 EAST GREEN STREET
PERRY, FL 32347

NOTE: THE SCALE OF THESE
PLANS MAY HAVE CHANGED DUE TO
REPRODUCTION.

ROADWAY PLANS
ENGINEER OF RECORD: KENNETH DUDLEY
P.E. NO.: 58014

PROJECT NO.	2008-004-ENG	SHEET NO.	1	SHEET	1	OF	255
DESIGNED BY	KRD	DRAWN BY	BOB	CHECKED BY	KRD	APPROVED BY	BOCC
PROJECT NAME	RED PADGETT RD	SHEET TITLE	COVER & CONTENTS	DATE	7/8/13	SCALE	N.T.S.
TAYLOR COUNTY ENGINEERING DIVISION BOARD OF COUNTY COMMISSIONERS 201 E. GREEN STREET PERRY, FL 32347 PH: (850) 838-3500 FAX: (850) 838-3501 E-MAIL: county.engineer@taylorcounty.gov							
DATE	4/2/2013	ADJUSTED PROFILE GRADE		FILE NAME	C&OTO	FILE DATE	7/8/2013 1:43 PM
REVISION							

GENERAL NOTES

1. ALL ROADWAY AND DRAINAGE CONSTRUCTION AND MATERIALS SHALL BE PER FDOT STANDARDS AND SPECIFICATIONS. MATERIALS SHALL MEET FDOT SPECIFICATIONS AND SHALL BE PRODUCED OR OBTAINED FROM AN FDOT APPROVED SOURCE. MATERIALS NOT COVERED UNDER THE STANDARD FDOT SPECIFICATIONS SHALL MEET THE REQUIREMENTS WITHIN THESE PLANS AND THE RESPECTIVE MANUFACTURER.
2. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE COUNTY ENGINEERING DIVISION WITHOUT DELAY. ANY SURVEY MONUMENTS REMOVED BY THE CONTRACTOR WITHOUT REFERENCE BEING ESTABLISHED, WILL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
3. ANY EXISTING BENCHMARKS ARE TO BE REESTABLISHED BY THE CONTRACTOR'S SURVEYOR, IF DISTURBED.
4. THE CONTRACTOR SHALL UNDERCUT ALL UNSUITABLE MATERIAL ENCOUNTERED AND SHALL BACKFILL WITH CLEAN SUIABLE FILL MEETING FDOT ROAD AND BRIDGE CONSTRUCTION STANDARDS AND SPECIFICATIONS AS DETERMINED NECESSARY AND DIRECTED BY THE COUNTY ENGINEERING DIVISION. SEE FDOT INDEX NO. 500 & 505.
5. ALL BORROW MATERIAL (OR EMBANKMENT) SHALL MEET THE REQUIREMENTS OF FDOT INDEX NO. 505 AND SHALL BE FURNISHED BY THE CONTRACTOR FROM AREAS PROVIDED BY THE CONTRACTOR AND APPROVED BY THE COUNTY ENGINEERING DIVISION.
6. THE CONTRACTOR SHALL STOCKPILE TOPSOIL AND CONSTRUCTION MATERIALS IN SAFE AREAS ACCEPTABLE TO THE COUNTY ENGINEERING DIVISION. NO MATERIAL IS TO BE WIND-ROILED ON THE PAVEMENT OR SHOULDERS OR WITHIN ANY ENVIRONMENTALLY SENSITIVE AREAS.
7. ONLY THE EXCAVATION FOR BASE PLACEMENT AND PIPE TRENCHES THAT CAN BE BACKFILLED BY THE END OF THE WORK DAY SHALL BE EXCAVATED. NO OPEN PIPE TRENCH OR ROADWAY EXCAVATION WILL BE ALLOWED TO REMAIN AFTER WORK ENDS FOR THE APPROVED WORK HOUR DAY.
8. IF REQUIRED BY THESE PLANS, ALL UNDAMAGED EXISTING SIGNS SHALL BE RELOCATED IN ACCORDANCE WITH FDOT INDEX NO. 17302. RELOCATION SHALL BE CONSIDERED A PART OF MAINTENANCE OF TRAFFIC. CONTRACTOR SHALL INSTALL NEW SIGNS TO REPLACE DAMAGED OR MISSING SIGNS. SEE SIGNAGE SCHEDULE. ALL DAMAGED/DISCARDED SIGNS AND POSTS SHALL BE SALVAGED TO THE COUNTY AND DELIVERED TO THE PUBLIC WORKS DIVISION FACILITY ON US 27, ANDY MCLEOD (850) 838-3529.
9. ALL EXISTING STREET SIGNS, MAILBOXES, ETC. SHALL BE RELOCATED IN ACCORDANCE WITH THE PROCEDURES OUTLINED IN FDOT INDEX NO. 532. RELOCATION SHALL BE CONSIDERED A PART OF MAINTENANCE OF TRAFFIC. MAILBOX RELOCATIONS SHALL BE COORDINATED THROUGH THE LOCAL POSTMASTER PRIOR TO RELOCATION.
10. THE CONTRACTOR SHALL CONSTRUCT DRIVEWAY TURNOUTS AT ALL EXISTING DRIVEWAYS PER FDOT INDEX NO. 515 AND 516. ALL EXISTING PAVED DRIVES AND CONCRETE APRONS AT THE EDGE OF THE EXISTING DRIVING LANE SHALL BE SAW-CUT AND REMOVED PRIOR TO CONSTRUCTING THE WIDENED ROADWAY OR PAVED SHOULDER. UNPAVED COUNTY ROADS ARE TO BE PAVED TO THE R/W LINE OR AS SHOWN. SEE DETAIL.
11. THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE AND LAWFULLY DISPOSE OF ALL MATERIALS NOT SALVAGED TO OWNER. EXCESS FILL MATERIAL SHALL BE UTILIZED TO THE FULLEST EXTENT POSSIBLE. REMAINING FILL SHALL BE SALVAGED TO THE COUNTY AT AN APPROVED LOCATION FOR STOCKPILING. UNDAMAGED GUARDRAIL SHALL BE SALVAGED TO THE COUNTY AND DELIVERED TO THE PUBLIC WORKS DIVISION FACILITY ON US 27, ANDY MCLEOD (850) 838-3529.
12. ALL DISTURBED AREAS SHALL BE STABILIZED BY PERFORMANCE TURF AND SOD. (SEE TYPICAL ROADWAY MODIFICATION SECTION FOR SOD LOCATIONS)
13. ALL WATER, EQUIPMENT, MATERIALS, SUPPLIES, PRIME MATERIAL, COVER MATERIAL, ETC. INCLUDING NECESSARY SURVEYING AND MOT SHALL BE INCLUDED IN BID PRICE(S). OMISSIONS BY CONTRACTOR WILL NOT SERVE AS JUSTIFICATION FOR APPROVAL OF ADDITIONAL COMPENSATION.
14. CONTRACTOR IS TO PROVIDE ALL REQUIRED SUBMITTALS INCLUDING FDOT APPROVED ASPHALT DESIGN MIXES FOR REVIEW AND APPROVAL BEFORE ANY WORK IS TO COMMENCE ON PROJECT.
15. TYPE SP AND FC ASPHALTIC CONCRETE TO BE PLACED WITH A MECHANICAL SPREADER USING ELECTRONIC TRANSVERSE & LONGITUDINAL SCREED CONTROLS.
16. PAVEMENT THICKNESS TRANSITIONS ALONG THE MAINLINE ROADWAY ARE TO BE CONSTRUCTED ON A 1:600 RATIO. FURTHER, WHENEVER GRADE DIFFERENCES EXIST BETWEEN THE PROJECT AND AN INTERSECTING STREET, TURNOUT OR CROSSOVER, THE CONTRACTOR SHALL INSTALL AND MAINTAIN A 2.0 FT MINIMUM ASPHALT WEDGE OR MILED TAPER TO PROVIDE A SMOOTH TRANSITION FROM THE STREET, TURNOUT, OR CROSSOVER TO THE PROJECT.
17. ALL ITEMS AS SHOWN ON THE PLANS MAY BE INCREASED, DECREASED OR OMITTED AS DIRECTED BY THE COUNTY ENGINEERING DIVISION OR THE AUTHORIZED REPRESENTATIVE.
18. ALL WELLS, CLEANOUTS, MANHOLE TOPS, PULL BOX COVERS AND OTHER UTILITY APPURTENANCES WITHIN THE PROJECT LIMITS SHALL BE PROTECTED AND ADJUSTED WHERE NECESSARY TO MATCH PROPOSED FINISH GRADES.
19. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE APPROPRIATE UTILITY ANY NECESSARY UTILITY FIELD LOCATION OR RELOCATION, AS REQUIRED. THE LOCATION OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. ACTUAL LOCATIONS SHALL BE FIELD VERIFIED BY CONTRACTOR.
20. CONTRACTOR SHALL EXERCISE EXTREME CARE DURING THIS PROJECT AND SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING STRUCTURES OR FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.
21. CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE ONE CALL OF FLORIDA, INC. (1-800-432-4770) AND UTILITY OWNERS LISTED BELOW, 48 HOURS IN ADVANCE OF BEGINNING CONSTRUCTION AT THE JOB SITE.

UTILITY OWNERS:

COMPANY:	UTILITY TYPE:	CONTACT:
COMCAST	CABLE TELEVISION	PHIL CARTER
GTCCM, INC./FAIR POINT	TELEPHONE	RANDY NEWMAN
MCI WORLDCOM / VERIZON	TELEPHONE	JOHN MCNEAL
BROADWING COMMUNICATIONS	TELEPHONE	KEVIN MEANS
TRI-COUNTY ELECTRICAL COOPERATIVE	ELECTRIC	CARL HACKLE
PROGRESS ENERGY	ELECTRIC	MIKE WELER
CITY OF PERRY	GAS, SEWER, WATER	BARNEY JOHNSON, JR.

MAINTENANCE OF TRAFFIC BY CONTRACTOR

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SAFE PASSAGE OF TRAFFIC AND PROTECTION OF HIS WORK FORCE THROUGHOUT THE PROJECT.
2. A MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED BY THE CONTRACTOR IN ACCORDANCE WITH PART SIX OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE ROADWAY AND TRAFFIC DESIGN STANDARDS. ONE TRAFFIC LANE MAY BE CLOSED DURING WORKING HOURS ONLY. CONTRACTOR IS TO CHECK AND MAINTAIN ON A DAILY BASIS ALL SIGNS, FLASHING LIGHTS, STRIPING AND OTHER ITEMS AS REQUIRED TO CONFORM WITH THE MAINTENANCE OF TRAFFIC PLAN.
3. WORK ZONE TRAFFIC CONTROL SHALL ADHERE STRICTLY TO THE REQUIREMENTS OF THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS, INDEX SERIES 600, THE MUTCD AND ANY SPECIFIC INSTRUCTIONS OF THE COUNTY ENGINEERING DIVISION. NONCOMPLIANCE WITH THESE STANDARDS WILL SERVE AS JUST CAUSE FOR STOPPING WORK AT NO EXPENSE TO OWNER.
4. THE CONTRACTOR'S PROPOSED SEQUENCE OF OPERATIONS AND SPECIFIC MAINTENANCE OF TRAFFIC PLANS SHALL BE REVIEWED BY THE COUNTY ENGINEERING DIVISION PRIOR TO THEIR IMPLEMENTATION.
5. UNLESS SPECIFICALLY AUTHORIZED BY THE COUNTY ENGINEERING DIVISION, THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES AT LEAST ONE WAY TRAFFIC WITH A MINIMUM OF A 10' (FT) WIDE LANE AND A POSTED SPEED OF NOT MORE THAN 35 MILES PER HOUR, WITH APPROPRIATE TRAFFIC CONTROL.
6. ALL ABOVE GROUND OBSTRUCTIONS WITHIN THE CLEAR ZONE = 18' (FT) OF TEMPORARY OR PERMANENT LANES SHALL BE MARKED AND PROTECTED IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS OR SPECIFIC INSTRUCTIONS OF THE COUNTY ENGINEERING DIVISION. CLEAR ZONE REDUCED TO 4' (FT) BEHIND CURB IN CURBED AREAS.
7. TEMPORARY LANES SHALL BE STABILIZED AND SUITABLE FOR PASSENGER VEHICLES DURING ALL WEATHER CONDITIONS.

EROSION & SEDIMENTATION CONTROL

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

1. EROSION AND SEDIMENTATION CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. AREAS OF OFF-SITE DISCHARGE DURING CONSTRUCTION SHALL BE PROTECTED WITH A SEDIMENT BARRIER PER FDOT INDEX NO. 102 TO PREVENT OFF-SITE DISCHARGE OF SEDIMENTS.

TEMPORARY SEED AND MULCH SHOULD BE USED TO CONTROL ON-SITE EROSION WHEN IT IS NOT PRACTICAL TO ESTABLISH PERMANENT VEGETATION. PERMANENT VEGETATION SHALL BE PLACED AS EARLY AS POSSIBLE ON ALL SLOPES STEEPER THAN 5 (FT) HORIZONTAL TO 1 (FT) VERTICAL (IF APPLICABLE). SOD SHALL BE PINNED AS REQUIRED. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE MAINTAINED IN WORKING ORDER THROUGHOUT THE CONSTRUCTION PHASE. THE CONTRACTOR SHALL INSPECT AND REPAIR AS NECESSARY THE EROSION/SEDIMENTATION PROTECTION AT THE END OF EACH WORKING DAY.
- NOTE: EROSION/SEDIMENTATION CONTROL SHALL BE PLACED PRIOR TO ANY SITE EXCAVATION AND/OR FILLING AND SHALL REMAIN IN PLACE UNTIL SITE EXCAVATION IS COMPLETE AND VEGETATION ESTABLISHED.
2. ALL SLOPES STEEPER THAN 3H:1V REQUIRE LAPPED OR PEGGED SOD.
3. ALL INLET STRUCTURES AND PIPES SHALL BE PROTECTED FROM SILTATION BY CONSTRUCTING INLET PROTECTION AS DEFINED IN THE FDOT STANDARDS.
4. PERMANENT VEGETATIVE STABILIZATION SHALL BE APPLIED ON FINE GRADED SITES AS SOON AS PRACTICAL. TEMPORARY SEEDING SHOULD BE EMPLOYED TO PREVENT EXPOSURE OF BARREN SOILS UNTIL PERMANENT VEGETATION CAN BE APPLIED.
5. ALL SYNTHETIC BALES, SILT FENCE AND OTHER EROSION CONTROL MEASURES SHALL BE REMOVED AT THE COMPLETION OF THE PROJECT ONCE VEGETATION IS ESTABLISHED.

MISCELLANEOUS NOTES

1. PERFORMANCE TURF, SOD TYPE SHALL BE BERMUDA FOR THE ENTIRE PROJECT.
2. BURNING OF MATERIALS AND/OR DEBRIS AS A MEANS OF DISPOSAL IS PROHIBITED WITHIN THE LIMITS OF THE PROJECT.
3. MOWING SHALL BE PERFORMED ONE (1) TIME AS A PART OF REACHING FINAL COMPLETION FOR THE PROJECT ONCE SUBSTANTIAL COMPLETION IS APPROVED. MOWING EFFORT SHALL MEET THE REQUIREMENTS OF FDOT SPECIFICATION 104 AND 570.
4. REGRADE SIDE DITCHES TO LIMITS SHOWN OR 25 FEET MINIMUM TO PROVIDE SMOOTH TRANSITION WITH EXISTING FLOW LINES.
5. ALL EXISTING DRIVES, WHERE SIDE DRAIN REPLACEMENT IS CALLED FOR SHALL BE REPLACED WITH MATERIAL MATCHING EXISTING (CONCRETE/ASPHALT/ETC.) IT SHALL BE RECONSTRUCTED TO THE POINT OF DISTURBANCE OR RIGHT-OF-WAY AS DIRECTED BY THE ENGINEER. GRADES SHALL BE ADJUSTED TO PROVIDE A SMOOTH TRANSITION TO THE POINT OF DISTURBANCE/REPLACEMENT.

GOVERNING SPECIFICATIONS

1. ASPHALT: SECTION 330 AND 334 OF FDOT SPECIFICATIONS
2. MILLING: SECTION 327 OF FDOT SPECIFICATIONS
3. BASE: SECTION 200 ~ 290 OF FDOT SPECIFICATIONS
4. SUBGRADE: SECTION 160 OF FDOT SPECIFICATIONS
5. GRASSING: SECTION 570 OF FDOT SPECIFICATIONS
6. SODDING: SECTION 570 OF FDOT SPECIFICATIONS
7. STRIPES & MARKINGS: SECTION 710 & 711 OF FDOT SPECIFICATIONS
8. RETROFLECTIVE PAVEMENT MARKERS - SECTION 706 AND 970 OF FDOT SPECIFICATIONS
9. SIGNAGE: SEE FDOT INDEX 11860, 11862, 11865, 17302, 17344, 17346, 17352, AND 17359
10. GUARDRAIL: SECTION 536, FDOT SPECIFICATIONS AND FDOT INDEX 400
11. RAILROAD CROSSINGS: FDOT INDEX 580
12. MAINTENANCE OF TRAFFIC - SEE FDOT INDEX 600 SERIES, MUTCD
13. CULVERTS: FDOT INDEX 205 - COVER HEIGHT
FDOT INDEX 250 - CONCRETE ENDWALLS
FDOT INDEX 272 AND 273 - MITERED END SECTIONS
FDOT INDEX 280 - MISCELLANEOUS DRAINAGE DETAILS
FDOT INDEX 281 - DITCH PAVEMENT AND SODDING

TESTING REQUIREMENTS

1. ALL TESTING SHALL BE PERFORMED BY A LICENSED/CERTIFIED LABORATORY. UPON SELECTION, THE LABORATORY SHALL BE APPROVED IN WRITING BY THE COUNTY PRIOR TO BEGINNING ANY ON-SITE TESTING OR MATERIAL COLLECTION.
2. COPIES OF ALL TEST RESULTS SHALL BE PROVIDED TO THE COUNTY ENGINEERING DIVISION. PASSING RESULTS WILL BE REQUIRED PRIOR TO BEGINNING THE NEXT PHASE OF CONSTRUCTION.
3. THE COUNTY ENGINEERING DIVISION SHALL BE NOTIFIED NO LESS THAN 24 HOURS IN ADVANCE FOR SCHEDULING INSPECTION OF PERTINENT STAGES OF CONSTRUCTION INCLUDING SUBGRADE PREPARATION, LIMEROCK PLACEMENT, PRIME AND TACK COATS, ASPHALT PLACEMENT, CULVERT INSTALLATIONS AND OTHERS AS REQUIRED FOR APPROVAL.
4. PERFORM COMPACTION TESTING FOR CULVERTS AND CULVERT EXTENSIONS AS DESCRIBED IN SECTION 125, FDOT SPECIFICATIONS, LATEST EDITION. A MINIMUM OF ONE TEST ON EACH SIDE OF THE CULVERT PER LIFT IS REQUIRED FOR THE BEDDING AND COVER ZONE. A MINIMUM OF ONE TEST PER LIFT IS REQUIRED IN THE TOP ZONE. PERFORM ADDITIONAL TESTING AS DIRECTED BY THE AUTHORIZED REPRESENTATIVE.
5. PERFORM MODIFIED PROCTOR AND LBR TESTING FOR STABILIZED SUBGRADE AT A FREQUENCY OF ONE TEST PER LIFT PER 1,000 FT OF ROADWAY, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. LIMEROCK BEARING RATIO VALUE SHALL EQUAL OR EXCEED 40, NO UNDER TOLERANCE PERMITTED.
6. IN-PLACE THICKNESS OF EACH COURSE OF A STABILIZED SUBGRADE SHALL BE DETERMINED USING 3" CORES AT A FREQUENCY OF THREE TESTS PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF THREE TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER.
7. PERFORM COMPACTION TESTING FOR STABILIZED SUBGRADE AND FILL THE FULL DEPTH AT A FREQUENCY OF ONE TEST PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. COMPACTION SHALL ACHIEVE 98.0% OF MODIFIED PROCTOR DENSITY (AASHTO T 180).
8. PERFORM MODIFIED PROCTOR TESTING FOR BASE COURSE AT A FREQUENCY OF ONE TEST PER LIFT PER 4,000 FT OF ROADWAY, OR AT A MINIMUM OF ONE TEST PER ROADWAY SEGMENT, WHICHEVER IS GREATER.
9. PERFORM COMPACTION TESTING FOR BASE COURSE THE FULL DEPTH AT A FREQUENCY OF ONE TEST PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF TWO TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER. COMPACTION SHALL ACHIEVE 98.0% OF MODIFIED PROCTOR DENSITY (AASHTO T 180).
10. IN-PLACE THICKNESS OF EACH COURSE OF A BASE COURSE SHALL BE DETERMINED USING 3" CORES AT A FREQUENCY OF THREE TESTS PER LIFT PER 500 FOOT SECTION, OR AT A MINIMUM OF THREE TESTS PER ROADWAY SEGMENT, WHICHEVER IS GREATER.
11. ASPHALT CONCRETE MIXES SHALL BE A CURRENT FDOT APPROVED DESIGN OF THE MATERIAL ACTUALLY USED. SAMPLES OF MATERIALS DELIVERED TO THE SITE SHALL BE TESTED IN ACCORDANCE WITH FDOT REQUIREMENTS TO VERIFY THAT AGGREGATE GRADATION AND ASPHALT CONTENT MEETS APPROVED DESIGN CRITERIA.
12. SURFACE SMOOTHNESS AND IN-PLACE DENSITY OF EACH COURSE OF ASPHALT CONCRETE SHALL BE DETERMINED IN ACCORDANCE WITH CURRENT FDOT STANDARD SPECIFICATIONS. FIELD DENSITIES, CORING LOCATIONS AND PLANT SAMPLING SHALL BE CONDUCTED AND OBTAINED ACCORDING TO THE RANDOM NUMBER TABLES PROVIDED BY THE COUNTY. A MINIMUM OF THREE DENSITY TESTS PER ROADWAY SEGMENT PER DAY AND TESTING OF ONE PLANT SAMPLE PER DAY WILL BE REQUIRED.
13. ALL INITIAL HOT MIX ASPHALT LOTS SHALL 2,000 TONS, 500 TON SUBLOTS. CONTRACTOR PROCESS CONTROL TESTS SHALL BE REQUIRED FOR PROJECTS LESS THAN 2,000 TONS OF HOT MIX ASPHALT.
14. PERFORM COMPACTION TESTING FOR CULVERTS AND CULVERT EXTENSIONS AS DESCRIBED IN SECTION 125, FDOT SPECIFICATIONS, LATEST EDITION. A MINIMUM OF ONE TEST ON EACH SIDE OF THE CULVERT PER LIFT IS REQUIRED FOR THE BEDDING AND COVER ZONE. A MINIMUM OF ONE TEST PER LIFT IS REQUIRED IN THE TOP ZONE. PERFORM ADDITIONAL TESTING AS DIRECTED BY THE AUTHORIZED REPRESENTATIVE.

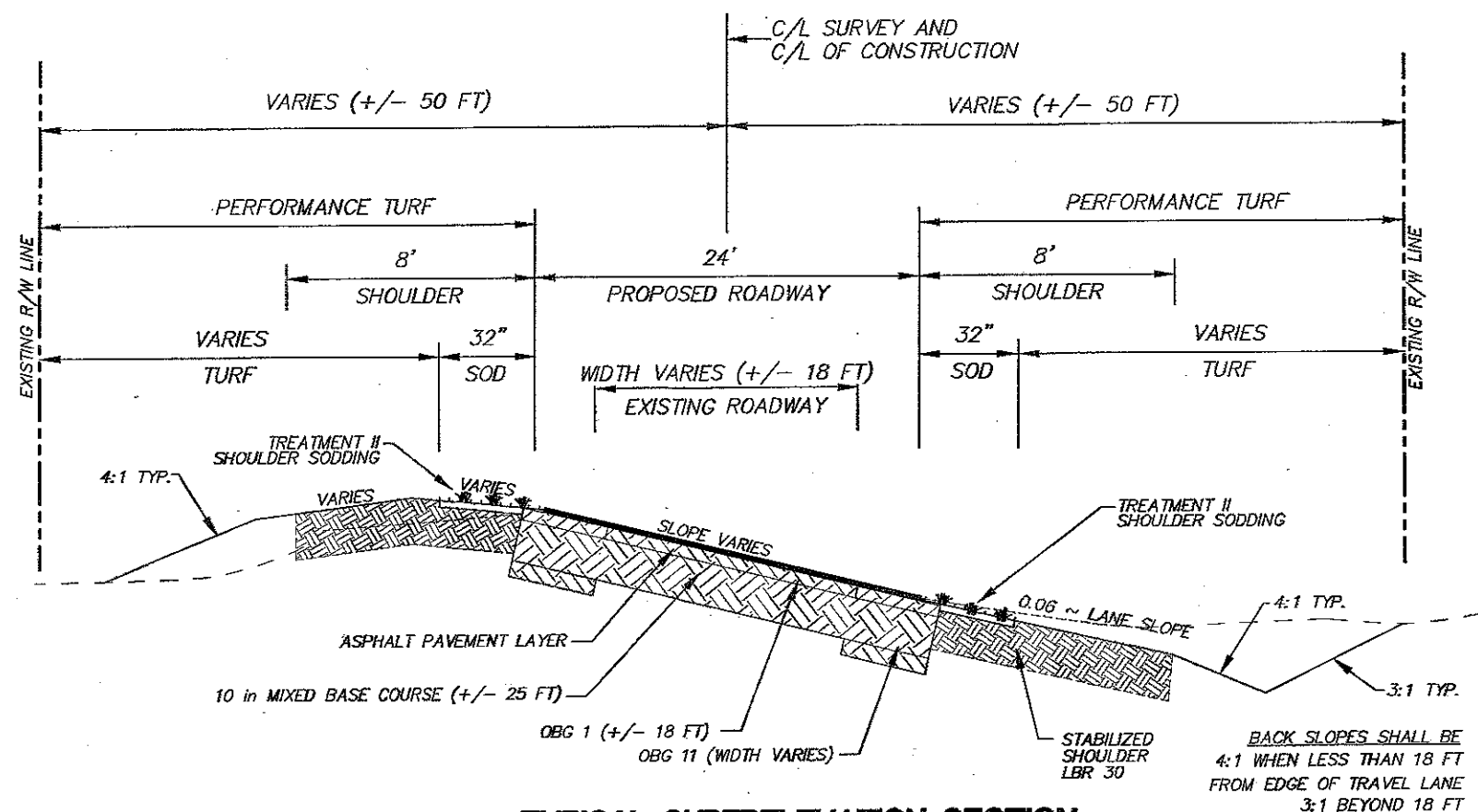
SIGNAGE AND PAVEMENT MARKING

1. THE EXISTING SIGNAGE INVENTORY REFLECTS DATA COLLECTED DURING PLANS PREPARATION AND IT IS POSSIBLE THAT ADDITIONAL SIGNS MAY BE PRESENT AT THE TIME OF CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE THE DISPOSITION OF SUCH SIGNS WITH THE PROJECT ENGINEER.
2. SIGNAGE AND PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THESE PLANS, FDOT DESIGN STANDARDS, AND THE MUTCD, LATEST EDITIONS.
3. FDOT DESIGN STANDARDS INDEX NO. 17302 NOTE NO. 5 IS MODIFIED TO READ: ALL SIGNS SHALL HAVE A MINIMUM HEIGHT OF 7 FEET AS MEASURED FROM THE BOTTOM OF THE SIGN PANEL TO A HORIZONTAL LINE EXTENDED FROM THE EDGE OF THE TRAVEL LANE OR SIDEWALK, WHICHEVER IS HIGHER. THIS INCLUDES RURAL SECTIONS AND SECONDARY SIGN PANELS.
4. ALL PAVEMENT MARKINGS SHALL MEET THE CRITERIA OF SECTION 710 "PAINTING TRAFFIC STRIPES" AND SECTION 711 "THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS" OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BRIDGE CONSTRUCTION, LATEST EDITION.
5. MARKINGS SHALL BE AS PER FDOT INDEX NO. 17346 AND THESE PLANS.
6. RETRO-REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED AS PER FDOT INDEX NO. 17352 AND THESE PLANS.
7. SIGN BRACKETS, SOIL PLATES, COLUMNS, AND FOUNDATIONS SHALL COMPLY/BE SELECTED USING LATEST EDITION OF FDOT INDEX NO. 11860, 11862, AND 11865, RESPECTIVELY.
8. SIGNAGE DESIGNATED TO BE REUSED AND RELOCATED SHALL INCLUDE FURNISHING NEW BRACKETS, SOIL PLATES, COLUMNS, AND FOUNDATION. RELOCATION TO INCLUDE COST OF NEW SIGN POST, FOUNDATION AND BRACKET, IF REQUIRED, TO COMPLY WITH FDOT INDEX 11860.
9. ALL D3 STREET NAME SIGNS NOTED AS "PRIVATE" SHALL HAVE BLUE BACKGROUND WITH WHITE BORDER AS COMPARED TO GREEN BACKGROUND WITH WHITE BORDER FOR PUBLIC SIGNS.
10. SIGNS SHALL MEET MUTCD "CONVENTIONAL ROAD" SIGN SIZES UNLESS NOTED OTHERWISE. D-3 GUIDE SIGNAGE SHALL BE NO LESS THAN 8" HIGH WITH 6" UPPERCASE AND 4" LOWERCASE LETTERING AND WHITE BORDER.
11. CONTRACTOR SHALL PROVIDE THE COUNTY ENGINEERING DIVISION AND THE PROJECT ENGINEER SHOP DRAWINGS OF CUSTOM, DIRECTIONAL AND D-SERIES SIGNAGE FOR WRITTEN APPROVAL NO LESS THAN TWO (2) DAYS PRIOR TO DATE OF FABRICATION.
12. INTERSECTING ROAD D3 GUIDE SIGNAGE SHALL BE MOUNTED DIRECTLY ABOVE THE STOP SIGNAGE OF THE INTERSECTION. MAIN ROAD D3 GUIDE SIGNAGE SHALL BE MOUNTED ABOVE THE INTERSECTING ROAD D3 GUIDE SIGNAGE.
14. REMOVAL AND ASSEMBLY INCLUDES ALL SUPPLEMENTAL PANELS AND SOIL PLATES.

DRAWING LEGEND

- | | |
|---|---------------------------------------|
| ○ | FOUND IRON ROD |
| ○ | FOUND IRON PIPE |
| ○ | PHONE PEDESTAL |
| ○ | WATER METER AND BOX |
| ○ | EXISTING GAS (OR WATER) VALVE AND BOX |
| ○ | EXISTING STORMWATER MANHOLE |
| ○ | EXISTING HYDRANT |
| ○ | ELECTRIC POWER POLE |
| ○ | ROADWAY SIGN |
| ○ | OVERHEAD ELECTRIC LINE |
| ○ | TRAVERSE POINT (PK NAIL AND CAP) |
| ○ | EXISTING FENCE |
| ○ | TEMPORARY BENCHMARK (ELEV = X.XX') |
| ○ | SILT FENCE |
| ○ | CLEAR ZONE |
| ○ | SHOULDER |

PROJECT NO.	2008-004-ENG	SHEET NO.	2	SHEET 2 OF 255			
DESIGNED BY	KRD	DRAWN BY	BOB	CHECKED BY	KRD	APPROVED BY	BOCC
PROJECT NAME	RED PADGETT RD	SHEET TITLE	GENERAL NOTES	SCALE	INTS	DATE	7/6/13
TAYLOR COUNTY ENGINEERING DIVISION BOARD OF COUNTY COMMISSIONERS 201 E. GREEN STREET PERRY, FL 32347 PH: (850) 838-3500 FAX: (850) 838-3501 E-MAIL: countyengineer@taylorcountygov.com							
DATE	7/18/2013	TIME	1:43 PM	FILE NAME	CAGTO		

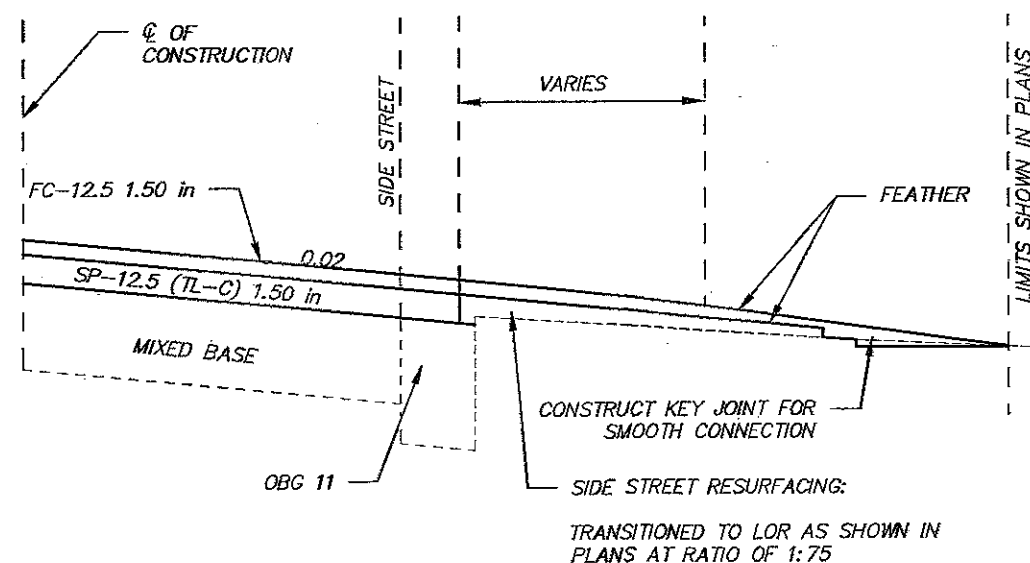


TYPICAL SUPERELEVATION SECTION

NTS

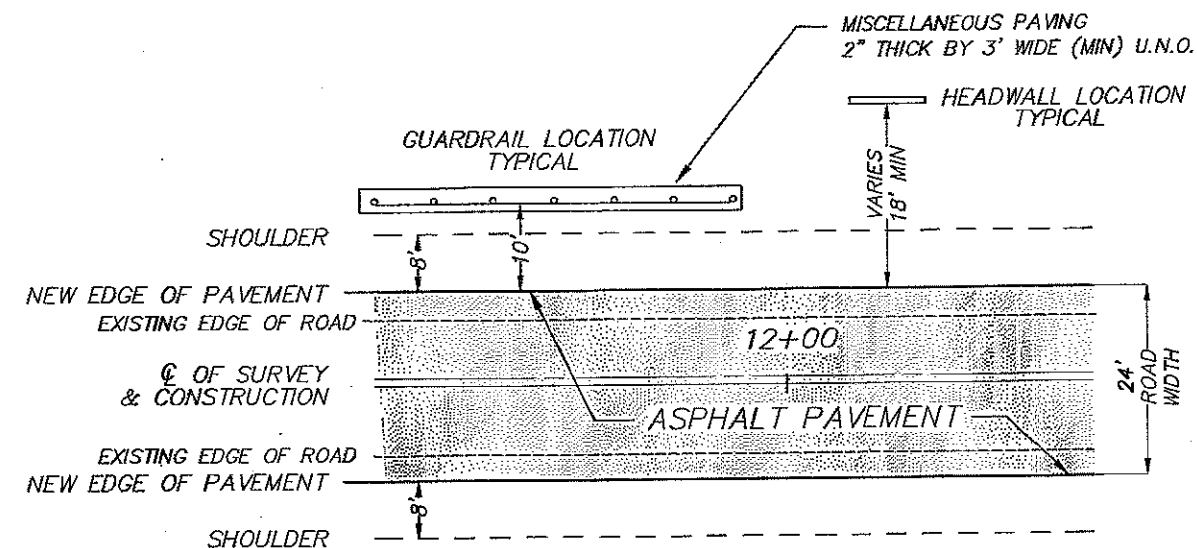
NOTES:

- 1) LANE & SHOULDER SLOPES TO BE CONSTRUCTED IN ACCORDANCE WITH SECTION 510, FDOT DESIGN STANDARDS, LATEST EDITION.



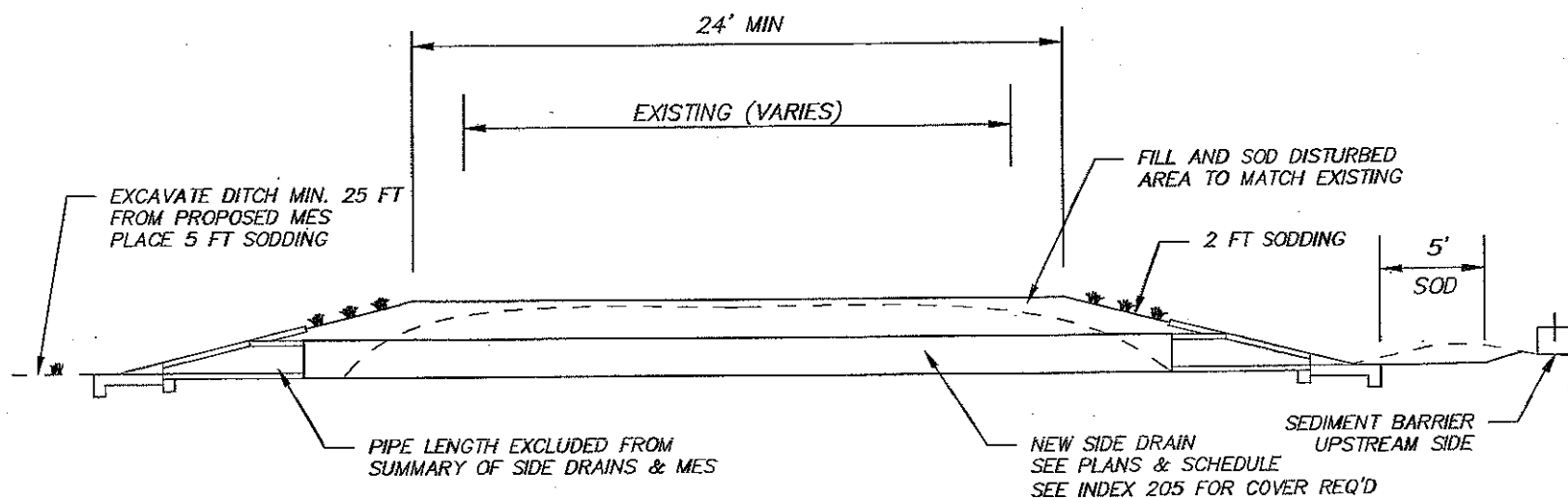
**SIDE STREET RESURFACING DETAL
HALF SECTION FLUSH SHOULDER**

NTS



TYPICAL ROADWAY DETAIL

NTS



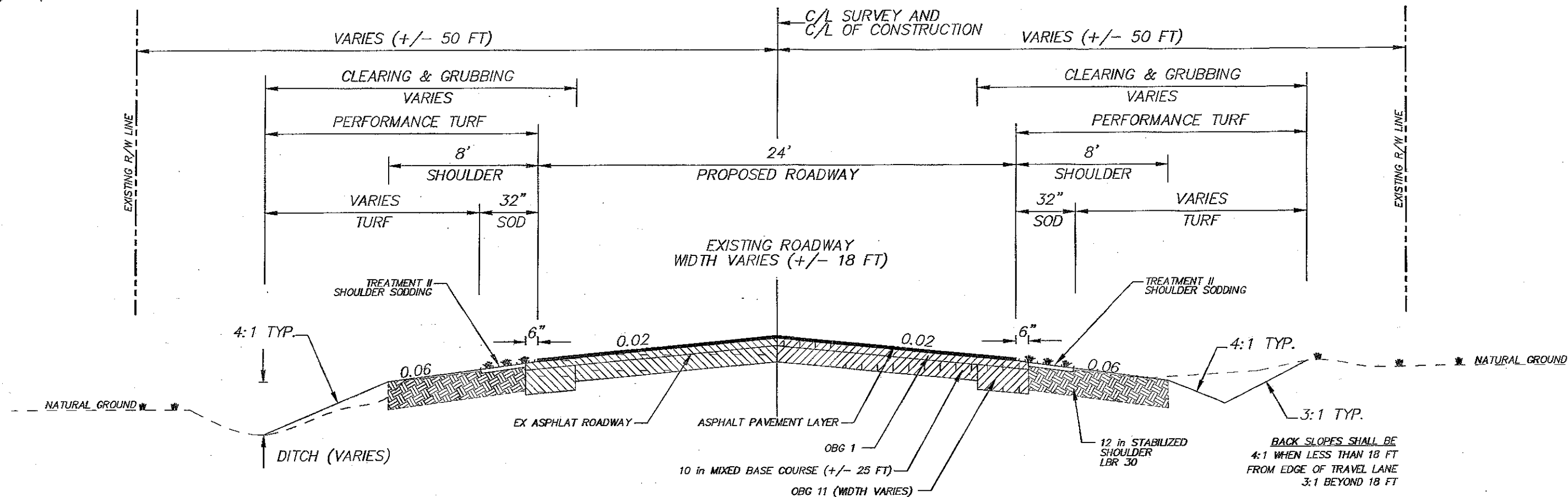
SIDE DRAIN MODIFICATION DETAILS

NTS

NOTES:

- 1) SODDING SHALL BE AS CALLED FOR IN DESIGN STANDARDS
- 2) ALL TURNOUTS SHALL BE A MINIMUM OF 24 FT WIDE, UNLESS NOTED OTHERWISE (U.N.O.)
- 3) LOCATION STATIONS ARE APPROXIMATE
- 4) PROPOSED SIDE DRAIN FLOW LINE ELEVATION SHALL MATCH EXISTING FLOW LINE ELEVATION, U.N.O. EXCAVATE WHERE NECESSARY DUE TO ALIGNMENT AND/OR GRADE CHANGES. PLACE 8 LF MINIMUM SEDIMENT BARRIER AT UPSTREAM SIDE OF EACH SD.
- 5) FOR REPLACEMENT OF SIDE DRAINS 24" OR SMALLER, THE OFFSET OF THE PIPE SHALL MATCH THE EXISTING OFFSET OF THE PIPE TO BE REMOVED EXCEPT WHERE LOCATED CLOSER THAN THE PROPOSED SHOULDER WIDTH PLUS 8 FT OR THE CLEAR ZONE DISTANCE, WHICHEVER IS CLOSEST, U.N.O.

PROJECT NO. 2008-004-ENG		SHEET NO. 4	
PROJECT NAME RED PADGETT RD		SHEET TITLE TYPICAL SECTION	
DESIGNED BY KRD	DRAWN BY BOB	CHECKED BY KRD	APPROVED BY BOCC
DATE 7/8/13	SCALE NTS	DATE 7/8/13	SCALE NTS
TAYLOR COUNTY ENGINEERING DIVISION BOARD OF COUNTY COMMISSIONERS 201 E. GREEN STREET PERRY, FL. 32347 PH: (850) 838-3500 FAX: (850) 838-3501 E-MAIL: county.engineer@taylorcountygov.com			
DATE 7/8/2013	REVISION 1	FILE NAME C:\QTO	58014



RED PADGETT RD (CR 356, CR 356A) (10+73.42-309+25.80) TYPICAL ROADWAY SECTION

TYPICAL SECTION NOTES

1. SUPERPAVE ASPHALTIC CONCRETE SHALL BE PLACED WITH A MECHANICAL SPREADER EQUIPPED AND USING ELECTRONIC TRANSVERSE AND AUTOMATIC LONGITUDINAL SCREED CONTROLS.
2. COMPACTION OF ALL MATERIALS SHALL BE LIMITED TO STATIC MODE ONLY UNLESS OTHERWISE DIRECTED BY ENGINEER.
3. RESURFACE SIDE STREETS TO LIMITS SHOWN IN PLANS.
4. INSTALL OPTIONAL BASE GROUP 11 WIDENING TO 25 FT MIN WIDTH
5. PLACE OPTIONAL BASE GROUP 1 OVER EXISTING ROAD WIDTH. MIX EXISTING ASPHALT ROADWAY, OBG 1 AND OBG 11 WIDENING FOR FULL PROPOSED ROADWAY WIDTH TO PLAN, PROFILE AND CROSS-SECTION.
6. EXISTING ASPHALT WIDTH FROM THE CENTERLINE OF CONSTRUCTION VARIES. FINAL ASPHALT WIDTHS SHALL BE 24 FT (12' EACH SIDE OF THE CENTERLINE OF CONSTRUCTION).
7. REMOVE OR RELOCATE ALL OBSTRUCTIONS WITHIN THE ROADWAY CLEARZONE AS NECESSARY. CLEARZONE=18 FT; 60 MPH-ADT<1,500

TRAFFIC DATA

CURRENT YEAR ESTIMATE = 2012 ADT = 1,000
OPENING YEAR ESTIMATE = 2013 ADT = 1,015
DESIGN YEAR ESTIMATE = 2032 ADT = 1,347
FDOT TRAFFIC LEVEL = B
K = N/A D = 50% T = 15%
DESIGN HOUR T = N/A
DESIGN SPEED = 60 MPH

NTS
RESURFACING
OPTIONAL BASE GROUP 1 WITH
TYPE SP-12.5 (TRAFFIC C) (1.50 in AVG/SY) (PG 67-22)
FRICTION COURSE FC-12.5 (TRAFFIC C) (1.50 in AVG/SY) (PG 67-22)
WIDENING
OPTIONAL BASE GROUP 11 WITH
TYPE SP-12.5 (TRAFFIC C) (1.50 in AVG/SY) (PG 67-22)
FRICTION COURSE FC-12.5 (TRAFFIC C) (1.50 in AVG/SY) (PG 67-22)
OPTIONAL BASE GROUP 1 PERMITTED
4 in LIMEROCK (LBR 100)
OPTIONAL BASE GROUP 11 PERMITTED
12 in LIMEROCK (LBR 100)

CONSTRUCTION SEQUENCE

1. SUBMIT MOT PLAN. INSTALL AND MAINTAIN MOT DAILY IN ACCORDANCE WITH APPROVED PLAN.
2. CONSTRUCT ALL REQUIRED EROSION CONTROL MEASURES. PROTECT ALL WATERCOURSES, WETLANDS AND PREVENT ALL OFF-SITE DISCHARGE.
3. CONSTRUCT OBG 11 WIDENING TO PROVIDE 25 FT MINIMUM WIDTH
4. PLACE OBG 1 AND MIX FULL ROADWAY WIDTH AT A 10 in MINIMUM DEPTH.
5. SHAPE, COMPACT AND PRIME BASE COURSE & ALLOW TO CURE 24 HR BEFORE PLACING ASPHALT COURSES. PROTECT BASE COURSE USING SAND COVER OR SCREENINGS.
6. CONSTRUCT NEW ASPHALTIC CONCRETE STRUCTURAL COURSE OVER FULL ROADWAY.
7. CONSTRUCT DRAINAGE IMPROVEMENTS (SWALES, RETENTION AREAS, DITCH PAVING, ENDWALLS, CULVERTS, ETC.) AND SHOULDER AREAS PER PLAN PROFILE AND CROSS-SECTIONS.
8. PLACE SOD AT ROADWAY, STEEP SLOPES AND DRAINAGE STRUCTURES. SEED AND MULCH OTHER DISTURBED AREAS.
9. CONSTRUCT NEW ASPHALTIC CONCRETE SURFACE/FRICTION COURSE.
10. STRIPE, PLACE RPMS, AND SIGN AS REQUIRED BY THESE PLANS, FDOT AND MUTCD SPECIFICATIONS.

PROJECT NO.	2008-004-ENG	SHEET NO.	3
PROJECT NAME	RED PADGETT RD	SHEET TITLE	TYPICAL SECTION
DESIGNED BY	KRD	CHECKED BY	KRD
DRAWN BY	BOB	APPROVED BY	BOCC
DATE	7/8/13	SCALE	NTS
TAYLOR COUNTY ENGINEERING DIVISION		BOARD OF COUNTY COMMISSIONERS	
201 E. GREEN STREET PERRY, FL 32347		PH: (850) 838-3500 FAX: (850) 838-3501	
E-MAIL: county.engineer@taylorcountypa.gov		E-MAIL: county.engineer@taylorcountypa.gov	
DATE	7/8/2013	TIME	1:43 PM
FILE NAME	C:\QTO	FILE NAME	C:\QTO

SUMMARY OF ROADWAY ITEMS AND QUANTITIES					
FDOT INDEX	ITEM No.	LUMP SUM ITEM	UNIT	STATION	STATION
				10+73.42~171+51.83	171+51.83~309+25.80
				QUANTITY	QUANTITY
17302,17359,etc.		SIGNAGE	LS	1	1
	101-1	MOBILIZATION	LS	1	1
600 Series	102-1	MAINTENANCE OF TRAFFIC	LS	1	1
102	104-10-3	SEDIMENT BARRIER	LF	450	825
	107-2	MOWING	AC	12.7	10.9
285, 500, 505	120-1	REGULAR EXCAVATION	CY	7,318	8,458
500, 505	120-6	EMBANKMENT	CY	24,585	18,527
	---	MIXING EXISTING ASPHALT, BASE & WIDENING	SY	42,876	36,751
513	285-701	OPTIONAL BASE GROUP 1	SY	32,157	27,567
513	285-706	OPTIONAL BASE GROUP 11	SY	12,505	10,716
513	334-1-12	STRUCTURAL/SURFACE COURSE (1.50 in / SY SP-12.5) (TRAFFIC C)	TN	3,537.3	3,031.9
513	334-1-12	STRUCTURAL/SURFACE COURSE (1.50 in / SY FC-12.5) (TRAFFIC C)	TN	3,537.3	3,031.9
250	400-1-2	CLASS I CONCRETE, ENDWALLS	CY	46.9	47.9
205	430-174-118	PIPE CULVERT OPTIONAL MATERIAL, ROUND 18", SD	LF	0	60
205	430-174-218	PIPE CULVERT OPTIONAL MATERIAL, 23"x14" ELL. SD	LF	840	412
205	430-175-124	PIPE CULVERT OPTIONAL MATERIAL, ROUND 24", CD	LF	30.1	139
205	430-175-130	PIPE CULVERT OPTIONAL MATERIAL ROUND 30", CD	LF	139	152
205	430-175-136	PIPE CULVERT OPTIONAL MATERIAL ROUND 36", CD	LF	45.7	0
205	430-94-1	DESILTING PIPES -- 0 ~ 24"	LF	44	186
205	430-94-2	DESILTING PIPES -- 25 ~ 36"	LF	74	95
273	430-984-125	MITERED END SECTION, 18", SD	EA	0	4
272	430-982-129	MITERED END SECTION, 24", CD	EA	0	1
272	430-982-133	MITERED END SECTION, 30", CD	EA	0	1
273	430-984-625	MITERED END SECTION, 23"x14" ELLIPTICAL, SD	EA	60	26
104, 105	570-1-1	PERFORMANCE TURF	SY	61,627	52,726
105, 281	570-1-2	PERFORMANCE TURF, SOD	SY	10,700	9,250
17346	710-11-210	CENTER STRIPE (4" YELLOW) SOLID (MUTCD PART III)	NM	0.045	0.083
17346	710-11-211	CENTER STRIPE (6" YELLOW) SOLID (MUTCD PART III)	NM	2.922	1.808
17346	710-11-231	CENTER STRIPE (6" YELLOW) SKIP (MUTCD PART III)	GM	2.487	2.192
17346	710-11-111	EDGE STRIPE (6" WHITE) SOLID (MUTCD PART III)	NM	7.081	5.158
17346	711-11-125	STOP BAR (24" WHITE THERMOPLASTIC) (MUTCD PART III)	LF	94	143
17346	710-90	PAINTED PAVEMENT MARKINGS (FINAL SURFACE 2 APPLICATIONS)	LS	1	1
515, 516	334-1-11	SIDE STREETS/TURNOUTS -- ASPHALT SURFACE COURSE-2.00 IN/SY	TN	120.3	161.5
513	285-706	OPTIONAL BASE GROUP 6	SY	227.9	583.9
515, 516	160-4	SIDE STREETS -- TYPE B STABILIZED SUBGRADE (LBR 40)	SY	231.8	588.5
515, 516	286-1	TURNOUTS (BASE)	SY	499	270

NOTES FOR ITEMS:

THESE QUANTITIES ARE ESTIMATES AND MAY BE ADJUSTED BASED ON ACTUAL FIELD CONDITIONS. CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL FIELD CONDITIONS AND JOB REQUIREMENTS PRIOR TO SUBMITTING A PROPOSAL.

- 102-1 MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MUTCD. INCLUDES THE COST OF ALL ITEMS WHICH ARE REQUIRED FOR TRAFFIC CONTROL AND ARE NOT SPECIFICALLY INCLUDED IN THE ROADWAY SUMMARY PAY ITEMS. ALL REFERENCES TO TRAFFIC CONTROL SHOULD BE TO THE WORK ZONE TRAFFIC CONTROL, PART SIX, TEMPORARY TRAFFIC CONTROL, LATEST EDITION.
- THIS ITEM IS TO INCLUDE THE COST OF TEMPORARY STRIPING TO BE APPLIED AT THE END OF EACH STRUCTURAL COURSE AND SURFACE COURSE. STRIPING TAPE NOT PERMITTED.
- 120-6 MAINTAIN A SHOULDER SLOPE OF 0.06 FT/FT MAXIMUM FROM THE EDGE OF THE ASPHALT PAVEMENT OUT TO THE SHOULDER POINT AS SPECIFIED IN THE SCOPE OF WORK. AREAS WITH EXCESS MATERIAL MAY BE USED AS BALANCE MATERIAL IN DEFICIENT AREAS OR STOCKPILED IN AN AREA APPROVED BY THE COUNTY ENGINEERING DIVISION OR AUTHORIZED REPRESENTATIVE FOR LATER REMOVAL BY THE CONTRACTOR. THE CONTRACTOR IS REQUIRED TO FURNISH ANY BORROW MATERIAL REQUIRED TO COMPLETE THIS ITEM AND IS TO BE INCLUDED IN THIS PAY ITEM.
- 334-1-1X NO INCREASE IN ASPHALT PRICES WILL BE ALLOWED FOR BITUMINOUS OR DIESEL PRICE FLUCTUATIONS OR FOR VARIANCES OF LIQUID ASPHALT CONTENT IN JOB MIX FORMULA. THIS ALSO APPLIES TO RELATED ITEMS.
- 570-1-X FERTILIZER: BASED ON 1ST APPLICATION @ 265 LB/ACRE AND 2ND APPLICATION @ 135 LB/ACRE OF 16-4-8.
- 570-1-X WATER: BASED ON 2 APPLICATIONS. ALL AREAS THAT ARE SODDED SHALL BE THOROUGHLY SOAKED WITH WATER PRIOR TO AND AFTER THE SOD INSTALLATION.
- 570-1-2 INCLUDES COST OF PEGGING SOD ON STEEP SLOPES PER PLAN REQUIREMENTS. ALSO INCLUDES MATCHING OF PRIVATE OWNER TYPES OF SOD EXISTING PRIOR TO CONSTRUCTION, IF DESIRED BY OWNER AND/OR APPROVED BY THE COUNTY ENGINEERING DEPARTMENT OR AUTHORIZED REPRESENTATIVE.
- THIS ITEM MAY BE REDUCED OR INCREASED BASED ON FIELD CONDITIONS BY THE COUNTY ENGINEERING DEPARTMENT OR AUTHORIZED REPRESENTATIVE.

PROJECT NO. 2008-004-ENG		SHEET NO. 5		SHEET 5 OF 255	
PROJECT NAME RED PADGETT RD		SHEET TITLE SUMMARY OF QUANTITIES		SCALE NTS	
DESIGNED BY KRD	DRAWN BY BOB	CHECKED BY KRD	APPROVED BY BOCC	DATE 7/8/13	SCALE NTS
TAYLOR COUNTY ENGINEERING DIVISION BOARD OF COUNTY COMMISSIONERS 201 E. GREEN STREET PERRY, FL. 32347 PH: (850) 838-3500 FAX: (850) 838-3501 E-MAIL: county.engineer@taylorcountygov.com					
DATE 7/8/13 REVISION ADJUSTED PROFILE GRADE FILE NAME C:\QTO					
PLANT DATE 7/8/2013 4:01 PM NO. 58014 58014					

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



**THE BOARD TO CONSIDER SETTING A PUBLIC HEARING TO
CONSIDER SETTING THE SPEED LIMIT ON SECOND
AVENUE NORTH IN STEINHATCHEE TO 20 MILES PER
HOUR**

MEETING DATE REQUESTED:

JULY 16, 2013

Statement of Issue: BOARD TO CONSIDER SETTING A PUBLIC HEARING

Recommended Action: SET A PUBLIC HEARING

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: A REQUEST WAS RECEIVED FOR THE BOARD TO
CONSIDER LOWERING THE SPEED LIMIT ON SECOND AVENUE NORTH IN
STEINHATCHEE, PARTICULARLY IN THE DIRT ROAD SECTIONS, DUE TO SAFETY
CONCERNS.**

Options:

Attachments:

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to discuss the upcoming 2014-2015 funding cycle for the Florida Recreation Development Assistance Program (FRDAP). This program funds outdoor recreation facilities, trails, and amenities. The funds can also be used for the acquisition of land to be used for parks, recreation, and trails.

MEETING DATE REQUESTED:

July 16, 2013

Statement of Issue: The 2014-2015 FRDAP grant cycle ends September 30, 2013. Board to discuss possibly submitting grant application and setting dates for two public hearings.

Recommended Action: Not applicable

Fiscal Impact: The County is eligible to receive a maximum of \$200,000 per grant application. It is important to note FY 2013-2014 the program only funded projects which were \$50,000 or less.

Budgeted Expense: Y/N Not applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Taylor County has funded numerous projects in the past with FRDAP funds. These projects include Phase 1 and Phase 2 of the Sports Complex, Steinhatchee Park, and Hodges Park. 93 applications were submitted and 13 projects were funded FY 2013-2014. Of the thirteen funded projects, the only small county project funded was Neal Landing Park in Calhoun County. Four projects were in Monroe County, three were in Dade, and two in Palm Beach. The FRDAP Program was not funded by the State FY 2012-2013. Only three grants were awarded in the State FY 2011-2012. Taylor County has not submitted an application for the past four years.

Attachments: Information on the FRDAP Program.


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Grants Programs

Special Announcements

LWCF 2011-2012 Priority List has been approved and may be viewed under the Land and Water Conservation Fund heading below.

The 2014-2015 FRDAP Application Submission Cycle will be held from Monday, September 16, 2013 through Monday, September 30, 2013. All applications must be postmarked no later than September 30, 2013. No application ♦Rollovers♦ will be accepted this year. Copies of the grant application can be acquired below.

If you have questions you may email either Mary.ann.lee@dep.state.fl.us or Rita.ventry@dep.state.fl.us or call our office at (850) 245-2501.

[FRDAP Application](#) (pdf - 628kb)

[FRDAP Application](#) (doc - 668kb)

Grants Overview

The Grants Section of the Office of Financial Management administers grants to local governments through the Florida Recreation Development Assistance Program (**FRDAP**) and the Land and Water Conservation Fund (**LWCF**). These are competitive, reimbursement grant programs which provide financial assistance for acquisition or development of land for public outdoor recreation. Eligible participants include all county governments, municipalities in Florida and other legally constituted local governmental entities, with the responsibility for providing outdoor recreational sites and facilities for the general public. For more program information view the facts about FRDAP and LWCF in the Program information listed below.

Contact Information

Department of Environmental Protection, Division of Recreation and Parks, Office of Financial Management, Mail Station #585, 3900 Commonwealth Boulevard, Tallahassee, FL 32399-3000. For more information, call (850) 245-2501 or email either mary.ann.lee@dep.state.fl.us or rita.ventry@dep.state.fl.us

Florida Recreation Development Assistance Program

is a state competitive grant program that provides financial assistance to local governments to develop and/or acquire land for public outdoor recreational purposes the maximum grant request is \$200,000.

» Priority List

- » 2013-2014 FRDAP Combined Applicant Priority List as a PDF File ([PDF](#) 1.0 MB)

The Governor has signed the 2013-2014 budget that gives \$642,000.00 for the FRDAP grants. Proviso language determined that the money was to fund all of the Small Development category applications♦those \$50,000.00 or less. There are 13 of those and they maybe viewed on this Priority List

» [Administrative Rule](#)

» [Facts about FRDAP](#)

» [Administrative Forms](#)

- » Commencement Checklist ([DOC](#) 108 KB) ([PDF](#) 31 KB)
- » Commencement Certification ([DOC](#) 99 KB) ([PDF](#) 27 KB)
- » Project Status Report ([DOC](#) 49 KB) ([PDF](#) 14 KB)
- » Financial Reporting Procedures ([DOC](#) 32 KB) ([PDF](#) 16 KB)
- » Completion Documentation Checklist ([DOC](#) 112 KB) ([PDF](#) 30 KB)
- » Park Inventory Form ([PDF](#) 1 MB)
- » Completion Certification Form ([DOC](#) 46 KB) ([PDF](#) 14 KB)
- » Sample Sign ([DOC](#) 29 KB) ([PDF](#) 25 KB)
- » REDI Waiver Form ([DOC](#) 27 KB) ([PDF](#) 11 KB)
- » Notice of Limitation of Use ([DOC](#) 25 KB) ([PDF](#) 12 KB)

» [Reimbursement Forms](#)

- » Reimbursement Checklist ([DOC](#) 45 KB) ([PDF](#) 12 KB)
- » Actual Cost Contract Payment Request ([DOC](#) 47 KB) ([PDF](#) 21 KB)
- » Contractual Services Purchase Schedule ([DOC](#) 47 KB) ([PDF](#) 14 KB)
- » Grantee Labor Cost Schedule ([DOC](#) 13 KB) ([PDF](#) 13 KB)



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Office of Information and Recreation Services (OIRS)

What is FRDAP?

FRDAP is a competitive program which provides grants for acquisition or development of land for public outdoor recreation use or to construct or renovate recreational trails.

How is FRDAP Administered?

Florida's Department of Environmental Protection (DEP) administers the program according to Florida Statute and Administrative Code. The Office of Information and Recreation Services in DEP's Division of Recreation and Parks has direct responsibility for FRDAP.

Who May Apply for FRDAP Funds?

Municipal and county governments or other legally constituted entities with the legal responsibility to provide public outdoor recreation.

How Do I Apply?

Applicants must submit a completed FRDAP Grant Application during an announced submission period. Applicants may submit up to two applications during the submission period. Applications must involve only one project site except for acquisition or development of sandy beach access.

What is the Maximum Grant Amount?

The maximum grant amount is \$200,000.

What are the Match Requirements?

The local match requirement depends on the total project cost:

Total Project, Cost FRDAP Grant, Local Match

\$50,000 or less, 100%, 0%

\$50,001 - 150,000, 75%, 25%

Over \$150,000, 50%, 50%

What Can I Use to Match a FRDAP Grant?

* Cash * Value of undeveloped land owned by applicant (subject to conditions) * In-kind services

How are FRDAP Grants Awarded?

Each application is reviewed to determine eligibility. The Office of Information and Recreation Services evaluates each eligible application according to Florida Administrative Code and assigns a final score. Based on the scores, DEP prepares and submits a recommended priority list to the Florida Legislature for funding consideration.

Where Do I Get More Information?

Office of Information and Recreation Services
3900 Commonwealth Boulevard, Mail Station #585
Tallahassee, Florida 32399-3000
Phone: 850/245-2501
Fax: 850/245-3038

[Back to OIRS Homepage](#)

Last updated: October 14, 2009

3900 Commonwealth Blvd • Tallahassee, Florida 32399

Information Line: (850) 245-2157

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TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to approve bid award recommendations for bids received for the rehabilitation of three homes through the SHIP program at the July 1, 2013 Board meeting.

MEETING DATE REQUESTED:

July 16, 2013

Statement of Issue: Board to approve bid recommendations for the rehabilitation of three homes through the SHIP Program.

Recommended Action: Board to award bids as recommended for three SHIP housing rehabilitation projects.

Fiscal Impact: Not applicable. The projects are 100% funded through the SHIP Program.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Board received bids for three SHIP rehabilitation projects July 1, 2013. The recommendations are as follows:

**Johnnie Bell Lauria 511 S. Warner Avenue
Weiss Construction Co. \$21,850.00**


**Betty Ellison 712 N. Wilder Street
Weiss Construction Co. \$21,200.00**

**Katie Monroe 607 Homer J. Smith Avenue
Weiss Construction Co. \$22,200.00**

Attachments: Bid award support documentation

MERIDIAN

MEMORANDUM

TO: Taylor County Board of County Commissioners
FROM: Jay Moseley, Senior Consultant 
SUBJECT: Bid Award Recommendations
DATE: July 5, 2013

BID AWARD

On July 1, 2013 sealed bids were received and opened for three houses in the Taylor County SHIP Program for Housing Rehabilitation. The bids received were accepted and opened at a regular commission meeting. These bids were reviewed and recommendations are made in accordance with the Local Housing Assistance Plan. The applicants, recommended bidders and the amounts for these houses are listed below:

HOUSING REHABILITATION SHIP GRANT

APPLICANT	RECOMMENDED BIDDER	AMOUNT
Johnnie Bell Lauria	Weiss Construction, Inc.	\$21,850
Katie Monroe	Weiss Construction, Inc.	\$22,200
Betty Ellison	Weiss Construction, Inc.	\$21,200

Recommended Action # 1: Award the houses as identified above.

Attachments:
Bid Documents
Bid Tabulation with Recommendations

TAYLOR COUNTY SHIP BID TABULATION

MONDAY July 1, 2013

Contractor	Johnnie Bell Lauria	Katie Monroe	Betty Ellison	
X Florida Homes, Inc.	2	0	0	
Certified Roofing and Construction, Inc.				
X C. B. Construction, Inc.	23,694	24,472 ⁷⁵	24,197	
X Wiess Construction, Inc.	21,850	22,200	21,200	
Unison Development, Inc.				
Recommended Contractor	Weiss Const	Weiss Const.	Weiss Const.	

Openend By: _____

Witnessed by: _____

Bid Opening:

Signature

Monday July 1, 2013

Annie Mae Murphy, Clerk

Me

BOCC Meeting

TAYLOR COUNTY SHIP BID TABULATION

MONDAY July 1, 2013

Contractor	Johnnie Bell Lauria	Katie Monroe	Betty Ellison	
X Florida Homes, Inc.	<i>Q</i>	<i>Q</i>	<i>Q</i>	
Certified Roofing and Construction, Inc.	<i>Did not submit</i>			
X C. B. Construction, Inc.	<i>23,694</i>	<i>24,472⁷⁵</i>	<i>24,197</i>	
X Wiess Construction, Inc.	<i>21,850</i>	<i>22,200</i>	<i>21,200</i>	
Unison Development, Inc.	<i>Did not submit</i>			
Recommended Contractor				

Openend By: _____

Witnessed by *[Signature]*

Bid Opening:

Signature

Monday July 1, 2013

Annie Mae Murphy, Clerk

Mel

BOCC Meeting

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

The Board to consider scheduling a public hearing to consider approval of installing a three way stop at the intersection of Jimmy Archer Road and Joel Aman Road due to safety issues as agendaed by Jack Brown, County Administrator.

MEETING DATE REQUESTED:

July 16, 2013

Statement of Issue:

Concerned citizens have raised concerns regarding the visibility at the intersection of Jimmy Archer Road and Joel Aman Road.

Recommended Action:

Motion to set a Public Hearing to Consider Installing a Three Way Stop at the Intersection of Jimmy Archer Road and Joel Aman Road.

Fiscal Impact:

Minimal

Budgeted: Yes

Submitted By:

Jack R. Brown, County Administrator

Contact:

(850) 838-3500, Ext. 7

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The visibility at the intersection of Joel Aman is blocked severely by large trees and bushes on private property belonging to Charles Stephens. The most effective and efficient manner to improve safety is to install a three way stop. It would be costly and require permission from Mr. Stephens to try to remove the numerous large trees along the side of the road on his property and remove the bushes.

Options:**Attachments:**

- 1) Aerial photo of intersection with description of the 3 way stop
- 2) Photo of the trees and bushes causing visibility issues.



