

SUGGESTED AGENDA

Amended

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS
PERRY, FLORIDA

MONDAY, AUGUST 4, 2014
6:00 P.M.

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

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

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

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

BIDS/PUBLIC HEARINGS:

4. THE BOARD TO RECEIVE REQUEST FOR PROPOSALS (RFPS) FOR GRANT/LOAN PROGRAM MANAGEMENT AND PROJECT DELIVERY SERVICES FOR THE SHIP PROGRAM AND OTHER RELATED PROGRAMS, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE.
5. THE BOARD TO HOLD THE SECOND AND FINAL PUBLIC HEARING, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO RECEIVE PUBLIC INPUT AND NOTIFY THE PUBLIC OF THE POSSIBLE GRANT APPLICATION TO THE FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP), FOR THE 2014-2015 FUNDING CYCLE.

6. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE, REGARDING THE ENACTMENT OF AN ORDINANCE AMENDING THE FUTURE LAND USE PLAN MAP (FLUM) OF THE TAYLOR COUNTY COMPREHENSIVE PLAN, PURSUANT TO APPLICATION CPA 14-01, AS SUBMITTED BY FOLEY TIMBER & LAND COMPANY.

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

CONSENT ITEMS:

7. APPROVAL OF MINUTES OF JUNE 2, 9, 24, 26, JULY 7 AND 14, 2014.
(COPIES PROVIDED BY E-MAIL)
8. EXAMINATION AND APPROVAL OF INVOICES.
9. THE BOARD TO REVIEW AND APPROVE ADVERTISING FOR IMPROVEMENTS TO THE WILLIAMS FISH CAMP LANDING (MANDALAY BOAT RAMP), AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
10. THE BOARD TO REVIEW AND APPROVE ADVERTISING FOR PROPOSALS TO WIDEN AND RESURFACE THE UNIMPROVED PORTION OF ROBERTS AMAN ROAD (CR 361), UNDER THE FLORIDA DEPARTMENT OF TRANSPORTATION SMALL COUNTY OUTREACH PROGRAM (SCOP), AS AGENDAED BY THE COUNTY ENGINEER.
11. THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE SMALL COUNTY SOLID WASTE MANAGEMENT GRANT APPLICATION AND THE DEPARTMENT OF ENVIRONMENTAL PROTECTION'S BUDGET-COST ANALYSIS FORM FOR FY 2014-2015, AS AGENDAED BY MELODY COX, GRANTS DIRECTOR.
12. THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON THE 3RD QUARTER FY 2013-2014 SMALL COUNTY CONSOLIDATED WASTE MANAGEMENT GRANT PAYMENT REQUEST, AS AGENDAED BY THE GRANTS DIRECTOR.
13. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF POLICY NUMBER 1.04: SIGNATURE AUTHORITY OF THE COUNTY ADMINISTRATOR.

PUBLIC REQUESTS:

14. WENDELL EZELL TO APPEAR TO ADDRESS THE BOARD REGARDING THE REMOVAL OF TREES FROM THE PROPERTY OF GLENDA SIMPSON DURING AN AIRPORT PROJECT.

CONSTITUTIONAL OFFICERS/OTHER GOVERNMENTAL UNITS:

15. THE BOARD TO REVIEW AND APPROVE MEMORANDUM OF AGREEMENT (MOU) WITH FLORIDA DEPARTMENT OF STATE, DIVISION OF ELECTIONS, TO MEET CERTAIN REQUIREMENTS AND PROVIDE MATCHING FUNDS IN ORDER TO SECURE *HELP AMERICA VOTE ACT* FUNDS FOR ELECTION RELATED ACTIVITIES IN TAYLOR COUNTY, AS AGENDAED BY DANA SOUTHERLAND, SUPERVISOR OF ELECTIONS.

COUNTY STAFF ITEMS:

16. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE 2014 PERRY-FOLEY AIRPORT SECURITY PLAN, AS AGENDAED BY THE GRANTS DIRECTOR.
17. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE BY-LAWS FOR THE 2014-2015 LOCAL COORDINATING BOARD FOR THE TRANSPORTATION DISADVANTAGED, AS AGENDAED BY THE GRANTS DIRECTOR.

- 17A THE BOARD TO REVIEW AND APPROVE A PROPOSED CHANGE ORDER NO 1 WITH CAUSSEAU, HEWETT & WALPOLE FOR THE RED PADGETT ROAD WIDENING AND RESURFACING PROJECT CEI SERVICES, AS AGENDAED BY THE COUNTY ENGINEER.

COUNTY ADMINISTRATOR ITEMS:

18. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF AMENDMENT #1 FOR CONTRACTS #860 AND #862 WITH THE DEPARTMENT OF CORRECTIONS (DOC), FOR INMATE CONTRACTUAL SERVICES.
19. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

FOR YOUR INFORMATION:

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

www.taylorcountygov.com

- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT MARGARET DUNN, 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 receive Request For Proposals (RFP) for Grant /Loan Program Management and Project Delivery Services for the SHIP Program and Other Related Programs.

MEETING DATE REQUESTED:

August 4, 2014

Statement of Issue: Board to receive RFP's at 6:00 p.m. for Program Management and Project Delivery Services for the SHIP Program.

Recommended Action: A committee will review the RFP's and make a recommendation to the Board at the September 2, 2014 Board meeting.

Fiscal Impact: The services will be 100% funded with SHIP grant funds.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: Government Services Group, Inc. (formerly known as Meridian Community Services Group) has successfully assisted with the administration of the SHIP grant and provided all program inspection services on behalf of the County for the past six years and their contract has expired.

Attachments: Request for Proposals (RFP)



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

DUSTIN HINKEL, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

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

Taylor County Request for Proposals (RFP) Program Administration, Management, and Project Delivery Services FFY 2014 through 2017 SHIP Program and Other Related Programs

Taylor County requests proposals from individuals or firms to provide administration services for grant/loan funded projects for community and economic development. The County anticipates receiving SHIP funding from the State of Florida through Florida Housing Finance Corporation. Similarly, additional services may be included in separate contract(s) for services on an ongoing basis (up to three years) to be covered by other grant, loan or traditional funding sources at the discretion of the County BOCC. Such sources of funding shall be sought, developed, and managed by the selected consultant(s), as applicable and available. Such sources of funding may include, but not be limited to: HUD Section 8, FDEM, USDOC Economic Development Administration Grants, Community Development Block Grants, Florida Department of Economic Development Opportunity Grants, USDA Rural Development Grants and Low-Interest Loans, Department of Environmental Protection Grants and Low-Interest Loans, Special Appropriations and other applicable grant and low-interest loan funds through the Federal, State, or other public sources, which may be applicable to the County's needs.

The FFY 2014 -2017 project(s) for which services are requested, and for which SHIP and other public program funds shall be utilized, may be generally described as follows: housing rehabilitation activities, as well as public works and development facilities, that provide community and economic development within the County and primarily benefit low-to-moderate income citizens of the County. Specific needs may include, but not be limited to, housing rehabilitation, drinking water, sanitary sewer, stormwater facilities, street and access improvements, and other public service facilities and/or capital facility improvements needed for community and economic development.

Grant/Loan Program Administration and Project Delivery services shall include, but not be limited to: conducting environmental review(s), coordinating with all funding agencies, developing and administering agency contract(s), requesting, tracking and managing program funds in compliance with program guidelines, and providing reports and technical assistance. General observation of construction activities, field verification of quantities and adherence to project specifications, maintenance of detailed construction logs, Davis-Bacon record-keeping requirements, preparation of inspection reports, review of change orders and pay requests for compliance with specifications and actual progress, attendance of pre-construction conference and bid/construction contract development support.

Procurement and contracting of all services shall conform to Community Development Block Grant (CDBG) guidelines, Florida Housing Finance Corporation regulations and state and federal regulations including 24 CFR, Part 85. The selection process shall be open to the public and records maintained in accordance with SHIP and CDBG requirements.

Administration for the 2014 application year shall be applicable to the grant related project(s) and services requested. Proposals for the requested services (Program Administration) shall be evaluated using the following criteria:

- 10 POINTS PROFILE: SCORING WILL EMPHASIZE MANAGEMENT, ORGANIZATION, HISTORY, AND VARIETY & LEVEL OF LOCAL GOVERNMENT SERVICES.
- 25 POINTS STAFF: SCORING WILL EMPHASIZE EXPERTISE, SPECIFIC PROJECT EXAMPLES INCLUDING SHIP, CDBG, LOW INCOME HOUSING, AND A VARIETY OF PROFESSIONAL BACKGROUNDS, CERTIFICATIONS, AND SKILLS.
- 30 POINTS EXPERIENCE: SCORING WILL EMPHASIZE DIRECT PROGRAM EXPERIENCE AND SUCCESS WITH A VARIETY OF PROGRAMS INCLUDING SHIP AND CDBG.

- 20 POINTS APPROACH AND LEVERAGING STRATEGY: SCORING WILL EMPHASIZE PROJECT APPROACH AND PROVEN LEVERAGING STRATEGIES IMPLEMENTED AND/OR MANAGED BY THE TEAM FOR LOCAL GOVERNMENT CLIENTS INCLUDING SHIP AND CDBG.
- 10 POINTS REFERENCES: SCORING WILL EMPHASIZE QUALITY OF REFERENCES.
- 5 POINTS FEES: SCORING WILL EMPHASIZE PROPOSED FEE, RATES, AND LEVEL OF SERVICE IN RELATION TO PROPOSED FEES.

The previous criteria are shown in the required format. For a proposal to be eligible, the format must be strictly adhered to. During this RFP process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. Taylor County is an Equal Opportunity Employer. MBE/WBE/DBE businesses are encouraged to participate. In compliance with the Florida Sunshine Amendment and Code of Ethics, Taylor County strictly enforces open and fair competition in its RFP's. In accordance with Section 287.133, FS, a person or affiliate who has been placed on the convicted vendor list following conviction for a public entity crime may not submit a proposal on a contract to provide services to a public entity. A public entity crimes statement is required. During the RFP process, questions or requests for additional information concerning this RFP shall be directed to Melody Cox, Grants Director, 401 Industrial Park Drive, Perry, FL 32348, (850) 838-3553 or at melody.cox@taylorcountygov.com. RFP information and documents are also available at the Taylor County website at <http://www.taylorcountygov.com>.

Consultants shall submit one original and five copies of their proposal in sealed packages and marked clearly: "SEALED PROPOSAL FOR GRANT SERVICES", no later than 4:00 p.m. local time on Friday August 1, 2014. All proposals must be sealed and have the name and address of the respondent of the proposal clearing written on the front of the envelope or package. Proposals must be delivered to: Annie Mae Murphy, Clerk of Court, 108 North Jefferson Street, Suite 102, Perry, FL 32347. Faxed proposals will not be accepted. The RFP's will be opened publically at 6:00 pm local time at the Monday August 4, 2014 at the Board of Commissioners regularly scheduled meeting. At the discretion of the Board of Commissioners, presentations by those submitting RFP's will be scheduled and given at a later date at a Board of Commissioner's meeting. To facilitate effective evaluation by the County, proposals shall be limited to a total of 50 pages. MBE/WBE/DBE certification(s), statement on Public Entity Crimes, other appendix documentation, sectional dividers, and front and back covers will not be counted toward the total. A letter of interest or executive summary, not to exceed three (3) additional pages, may also be included in the proposal. Proposals that exceed this length will be considered non-responsive and will not be evaluated. Late proposals will be returned unopened.

Taylor County reserves the right to request clarification of any information submitted by proposers. The County reserves the right, in its sole and absolute discretion, to reject any or all RFP's, 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. SHIP, CDBG and other program contracts, either single or separate as required by each program, are subject to grant awards and release of funds by respective funding agencies. Ranking and contracting for each service will be done separately.

Taylor County supports Equal Opportunity Employment, Fair Housing, Drug Free Workplace and Providing Handicapped Access.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to hold the second of two Public Hearings to discuss and receive public input for the 2015-2016 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:

August 4, 2014

Statement of Issue: The 2015-2016 FRDAP grant submission period opens in August and ends September 30, 2014. Staff has recommended submitting application for improvements to the Steinhatchee Community Center Park and adjacent fishing pier.

Recommended Action: Move forward with submitting grant application for improvements to the Steinhatchee Community Center Park and adjacent fishing pier.

Fiscal Impact: Staff is recommending submitting application in the amount of \$50,000 with no match due from the County. The Steinhatchee Projects Board has indicated they will provide a match of \$5,000 for the grant to receive additional ranking points for a partnership project.

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. The County was recently awarded a grant in the amount of \$50,000 for renovation and upgrades to Hodges Park. At the first public hearing held July 22, Grants staff requested the Board to consider Steinhatchee Community Center Park as the grant project for FY 2015-2016. The project will be for improvements to an existing park previously funded by FRDAP, a partnership project, and offer connection to water for recreation, all of which receive priority points on the grant application.

Attachments: Information on the Steinhatchee Community Center Park.

Programs

- » [Parks Home](#)
- » [Northwest](#)
- » [Northeast](#)
- » [Central](#)
- » [Southwest](#)
- » [Southeast](#)
- » [News](#)



Join our Mailing List!

Enter your e-mail address

[Sign up](#)

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

[Contact Us](#)

[DEP Home](#) | [About DEP](#) | [Contact Us](#) | [Search](#) | [Site Map](#)

**Florida Department of Parks and
Recreation Development Assistance Grant
2015 – 2016**

**Proposed Project
Steinhatchee Community Center Park**

2nd Public Hearing





6

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to consider adoption of ordinance amending the Future Land Use Map (FLUM) based on an application submitted by Foley Timber & Land for approximately 55 acres.

MEETING DATE REQUESTED:

August 4, 2014

Statement of Issue: Hold public hearing to consider adoption of an ordinance amending the FLUM

Recommendation: Hold public hearing.

Fiscal Impact: N/A

Budgeted Expense: Yes ☐ No ☐ N/A ☒

Submitted By: Danny Griner

Contact: building.director@taylorcountygov.com

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The Planning Department received an application for a Future Land Use Map (FLUM) amendment from Foley Timber & Land Company on April 4, 2014. The application site is located at 3400 Foley Road, across the street from the Buckeye mill. The proposed amendment is intended to change approximately 55 acres of property from the Mixed Use Rural Residential land use category to an Industrial land use. The county map system does not depict any environmentally sensitive areas on the proposed site and the site was historically used for heavy equipment maintenance and repair.

A public hearing was held before the Taylor County Planning Board on May 1, 2014, and at the conclusion of the hearing the Planning Board voted unanimously to recommend approval of the application by the County Commission. On May 20, 2014 The County Commission voted to continue the hearing until June 2, 2014.

On June 2, 2014, the board held an appeal hearing and the transmittal hearing and voted to transmit the amendment to the Florida Department of Economic Opportunity.

Options:

1. Adopt ordinance amending the FLUM.
2. Choose not to adopt the ordinance.

Attachments:

1. Location map.
2. Copy of ordinance.
3. Copy of public notices.
4. Agency review documents.

ORDINANCE NO. _____

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE TAYLOR COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF MORE THAN TEN ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 14-01, BY THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE LAND USE CLASSIFICATION FROM MIXED USE-RURAL RESIDENTIAL (LESS THAN OR EQUAL TO 1 DWELLING UNIT PER 2 ACRES) TO INDUSTRIAL OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF TAYLOR COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Taylor County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and implement a comprehensive plan;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Local Government Comprehensive Planning and Land Development Regulation Act, empowers and requires the Board of County Commissioners to prepare, adopt and implement a comprehensive plan;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Planning Board of Taylor County, Florida, hereinafter referred to as the Planning Board, has been designated as the Local Planning Agency of Taylor County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Code, hereinafter referred to as the Land Development Code, the Planning Board, serving also as the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Planning Board, serving also as the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners held the required public hearings, with public notice having been provided, pursuant to the procedures established in Sections 163.3161 through 163.3215, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearings, the Board of County Commissioners reviewed and considered all comments received during the public hearings, including the recommendation of the Planning Board, serving also as the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, CPA 14-01, by Foley Timber and Land Company, Limited Partnership, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed from MIXED USE-RURAL RESIDENTIAL (less than or equal to 1 dwelling unit per 2 acres) to INDUSTRIAL on the property described, as follows:

A parcel of land lying in Section 4, Township 5 South, Range 8 East, Taylor County, Florida. Being more particularly described, as follows: The East 1/2 of the Southwest 1/4 of said Section 4 lying Northwesterly of County Road 30, the Northwest 1/4 of the Southeast 1/4 of said Section 4 lying Northwesterly of said County Road 30 and the North 210.00 feet of the East 210.00 feet of the Northwest 1/4 of the Southwest 1/4 of said Section 4.

Containing 55.00 acres, more or less.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, a certified copy of this Ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This Ordinance shall become effective upon filing of the Ordinance with the Department of State.

The effective date of this plan amendment, if the amendment is not timely challenged, shall be thirty-one (31) days after the Department of Economic Opportunity notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Department of Economic Opportunity or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED UPON FIRST READING on this 2nd day of June 2014.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners this _____ day of _____ 2014.

Attest:

BOARD OF COUNTY COMMISSIONERS
OF TAYLOR COUNTY, FLORIDA

Annie Mae Murphy, County Clerk

Malcolm V. Page, Chairman

Page 2 of 2



STANDARDS FOR REVIEW

1. Is the proposed amendment in conflict with any applicable provisions of this chapter;
2. Is the proposed amendment consistent with all elements of the county comprehensive plan;
3. Is the proposed amendment consistent with existing and proposed land uses;
4. Have there been any changed conditions that require an amendment;
5. To what extent does the proposed amendment result in demand on public facilities, and whether or the extent to which the proposed amendment would exceed the capacity of such public facilities, including, but not limited to, roads, sewage facilities, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities;
6. To what extent does the proposed amendment result in significant adverse impacts on the natural environment;
7. To what extent does the proposed amendment adversely affect the property values in the area;
8. Does the proposed amendment result in an orderly and logical development pattern, specifically identify any negative effects on such pattern;
9. Is the proposed amendment in conflict with the public interest, and in harmony with the purpose and interest of this chapter;
10. Any other matters deemed appropriate by the Board.

**APPLICATION FOR AMENDMENT
OF THE TAYLOR COUNTY COMPREHENSIVE PLAN**

Part II

Applicant: Foley Timber and Land Company, Limited Partnership

1. The Text of the Proposed Amendment

N/A. This is a Map Amendment.

2. Statement Describing any Changed Conditions That Would Justify an Amendment

Taylor County, through the Taylor County Development Authority and other means, is aggressively pursuing the recruitment of manufacturing companies in order to help bring new private sector jobs and investment into the County. Further, the State of Florida is increasing efforts to attract job-generating businesses to Florida and is looking for industrial properties suitable for locating prospective manufacturing companies. These sites ideally have industrial land use classifications, are proximate to central water, sewer, rail, and natural gas, and are served by electric power companies with favorable rate structures. The County has industrial land use areas, but many of these properties lack adjacent infrastructure and are solely within only one of the two electric power providers servicing the Taylor County area. To increase Taylor County's competitiveness to attract job- and investment-generating economic development projects, it has become important to have industrial sites that include as many of the infrastructure assets noted above as possible. The property subject this amendment is adjacent to central water, sewer, rail, and natural gas. It is also within a second electric power provider's service area, has been used for years as a site that is similar to an industrial use and is proximate to other industrial use property. The subject property has emerged as a prime location for attracting job-generating businesses and their associated capital investment to Taylor County.

3. Statement Describing Why There is a Need for the Proposed Amendment.

As noted above, the Taylor County community is working hard to attract manufacturing and other businesses to the County in an effort to help create new, private sector jobs and investment and to diversify the economy. An increase in direct and indirect employment will have an associated, positive "ripple" effect in the economy. The increase in taxable capital investment will provide additional funding for schools, infrastructure and other important community services. The establishment of new, primary businesses in the County will also expose the community to new vendors and suppliers and expand the skills of local workers. Approving the Map amendment will position the subject property to immediately become one of the most competitive industrial sites within North Central Florida and thus ideal for attracting new, job- and investment-generating manufacturing companies to Taylor County. The site has been used for years as a site similar to an industrial use and is adjacent to the largest industrial complex in Taylor County and one of the largest in the State. It also has the necessary utility infrastructure to adequately serve an industrial use. If this land use change is approved, it will position the community with a site advantage for attracting the jobs and investment needed in the community. Without this land use change, it is likely businesses seeking an industrial site that provides adjacent utility infrastructure and is within the service area of a major, interstate, electric power provider, would locate outside Taylor County.

**APPLICATION FOR AMENDMENT
OF THE TAYLOR COUNTY COMPREHENSIVE PLAN**

4. Statement Describing Whether and How the Proposed Amendment is Consistent With the Taylor County Comprehensive Plan.

Taylor County is one of only a hand-full of Florida Counties with an Economic Development Element in its Comprehensive Plan. The County is focused on diversifying and growing its economy. As part of the County's recent EAR-Based Amendments, approved by the State of Florida, Taylor County recently amended its Future Land Use Element to create areas that support industrial land uses and the creation of jobs. The subject property is located within an area as described in an overlay to the County's Comprehensive Plan that supports these goals. Further, the subject property is adjacent to the largest industrial complex in the County and one of the largest in the state of Florida. The industrial use designation would support vertical integration of public infrastructure by serving multiple large employers utilizing existing infrastructure and thus minimize the inconveniences of new infrastructure construction. It will also support the clustering of industrial uses.

5. Statement Outlining the Extent to Which the Proposed Amendment:

a. Is Compatible With Existing Land Uses: The area of this proposed amendment is proximate to industrial land use and the largest industrial employer in the County. It would be served by the same road and rail system that serves the contiguous industrial area. The past use of the area of this amendment included significant, heavy equipment maintenance, repair and movement in and off the site.

b. Affects the Capacities of Public Facilities and Services: As the immediate area is currently an industrial area and its transportation and utility infrastructure is designed for industrial use, this proposed amendment should not have a significant impact on public facilities and services. Emergency services are currently sited to adequately serve this immediate area, and this slight expansion of the industrial land use area should not require any significant changes or additional emergency infrastructure.

c. Affects the Natural Environment: The proposed property does not have any significant wetlands, and is mostly out of any flood zone. It has been used for uses similar to industrial for decades. Any potential impacts by future users of the property would be evaluated at the time of their use.

d. Will result in an Orderly and Logical Development Pattern: The approval of this application would merely append to and slightly enlarge an existing industrial land use area. It would be an orderly and logical development amendment, which would have tremendous economic benefits for Taylor County.

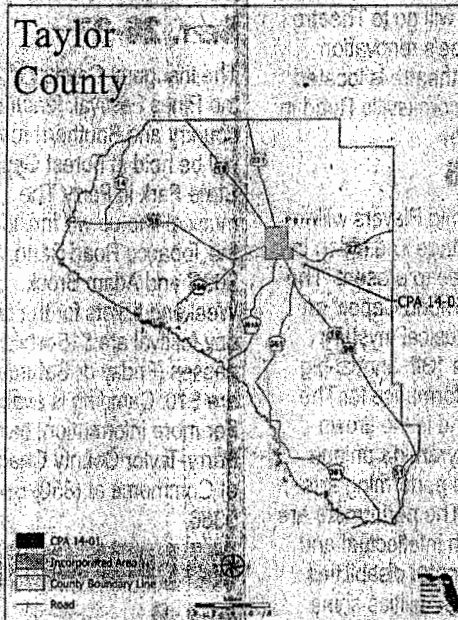
NOTICE OF LAND USE CHANGE

The Board of County Commissioners of Taylor County, Florida, proposes to regulate the use of land within the area as shown on the map below by amending the Future Land Use Plan Map of the Taylor County Comprehensive Plan, hereinafter referred to as the Comprehensive Plan, as follows:

CPA 14-01: an application by Foley Timber and Land Company, Limited Partnership, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification from MIXED-USE RURAL RESIDENTIAL (less than or equal to 1 dwelling unit per 2 acres) to INDUSTRIAL on the property described below, as follows:

A parcel of land lying in Section 4, Township 5 South, Range 8 East, Taylor County, Florida, being more particularly described, as follows: The East 1/2 of the Southwest 1/4 of said Section 4 lying Northwesternly of County Road 30; the Northwest 1/4 of the Southeast 1/4 of said Section 4 lying Northwesternly of said County Road 30 and the North 210.00 feet of the East 210.00 feet of the Northwest 1/4 of the Southwest 1/4 of said Section 4.

Containing 55.00 acres, more or less.



A public hearing will be conducted by the Board of County Commissioners to consider the amendment and enactment of the ordinance adopting the amendment on August 4, 2014 at 6:10 p.m., or as soon thereafter as the matter can be heard, in the Board of County Commissioners Meeting Room, Administrative Complex located at 201 East Green Street, Perry, Florida. The title of said ordinance shall read, as follows:

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE TAYLOR COUNTY COMPREHENSIVE PLAN AS AMENDED, RELATING TO AN AMENDMENT OF MORE THAN TEN ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 14-01, BY THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES AS AMENDED, PROVIDING FOR CHANGING THE LAND USE CLASSIFICATION FROM

MIXED-USE RURAL RESIDENTIAL (LESS THAN OR EQUAL TO 1 DWELLING UNIT PER 2 ACRES) TO INDUSTRIAL OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF TAYLOR COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

The public hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced during the public hearing, and that no further notice concerning this matter will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearing.

At the aforementioned public hearing, all interested parties may appear and be heard with respect to the amendment and the ordinance adopting said amendment.

Copies of the amendment and the ordinance adopting said amendment are available for public inspection at the Office of the County Administrator, Administrative Complex, located at 201 East Green Street, Perry, Florida, during regular business hours.

All persons are advised that if they decide to appeal any decision made at the above referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they 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.

Persons with disabilities requesting reasonable accommodations to participate in this proceeding should contact 352.483.3169 (Voice & TDD) or via Florida Relay Service 800.955.8771.



**NOTICE OF ENACTMENT OF
ORDINANCE
BY THE BOARD OF COUNTY
COMMISSIONERS OF TAYLOR
COUNTY, FLORIDA**

NOTICE IS HEREBY GIVEN that the ordinance, which title hereinafter appears, will be considered for enactment by the Board of County Commissioners of Taylor County, Florida, at a public hearing on August 4, 2014 at 6:10 p.m. or as soon thereafter as the matter can be heard, in the County Commission Meeting Room, Administrative Complex located at 201 East Green Street, Perry, Florida. Copies of said ordinance may be inspected by any member of the public at the Office of the County Administrator, Administrative Complex, located at 201 East Green Street, Perry, Florida, during regular business hours. On the date, time and place first above mentioned, all interested persons may appear and be heard with respect to the

ordinance. The title of said ordinance reads, as follows:

AN ORDINANCE OF TAYLOR COUNTY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE TAYLOR COUNTY COMPREHENSIVE PLAN, AS AMENDED, RELATING TO AN AMENDMENT OF MORE THAN TEN ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 14-01, BY THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE LAND USE CLASSIFICATION FROM MIXED USE RURAL RESIDENTIAL (LESS THAN OR EQUAL TO 1 DWELLING UNIT PER 2 ACRES) TO INDUSTRIAL OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF TAYLOR COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING that the hearing may be continued to one or more future dates. Any interested party shall be advised that the date, time and place of any continuation of the public hearing shall be announced during the public hearing and that no further notice concerning this matter will be published, unless said continuation exceeds six calendar weeks from the date of the above referenced public hearing.

All persons are advised that, if they decide to appeal any decision made at the public hearing, they will need a record of the proceedings and, for such purpose, they 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.

Persons with disabilities requesting reasonable accommodations to participate in this proceeding should contact 352.463.3169 (Voice & TDD) or via Florida Relay Service 800.955.8771.



FLORIDA DEPARTMENT of STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

The Honorable Malcom V. Page
Chairman, Taylor County BOCC
Post Office Box 620
Perry, Florida 32348

June 30, 2014

Re: DHR Project File No. 2014-2628
Historic Preservation Review of the Taylor County 14-IESR Comprehensive Plan
Amendment

Dear Commissioner Page:

According to this agency's responsibilities under Section 163.3184(3)(b) *Florida Statutes*, we reviewed the above document to determine if proposed amendments may adversely impact significant historic resources.

A review of the information in the Florida Master Site File indicates that the area in question has not undergone a systematic cultural resources assessment survey. Therefore, we are unable to determine whether the proposed amendment may adversely impact significant resources at this time.

In the event that plans to develop this property are submitted to this office for review, we may request that this tract be subjected to a cultural resource assessment survey to locate and evaluate archaeological and historical resources. Should significant resources be encountered, measures must be taken to protect and preserve them, or if this is not feasible, data recovery should be conducted to mitigate adverse effects.

If you have any questions, please contact Deena Woodward, Community Assistance Consultant, by email at Deena.Woodward@dos.myflorida.com, or by telephone at 850.245.6333 or 800.847.7278.

Sincerely

Robert F. Bendus, Director
Division of Historical Resources
& State Historic Preservation Officer



Division of Historical Resources
R.A. Gray Building • 500 South Erenough Street • Tallahassee, Florida 32399
850.245.6300 • 850.245.6435 (Fax) flheritage.com
Preserving Florida's History and Culture • VivaFlorida.org





FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER ADAM H. PUTNAM

July 14, 2014

VIA EMAIL (building.director@taylorcountygov.com)

Taylor County Board of County Commissioners
The Honorable Malcom V. Page
201 East Green Street
Perry, Florida 32347

Re: DACS Docket # -- 20140624-422
Taylor County CPA 14-01 (Foley Timber and Land Company, LP)
Submission dated June 2, 2014

Honorable Page:

The Florida Department of Agriculture and Consumer Services (the "Department") received the above-referenced proposed comprehensive plan amendment on June 24, 2014 and has reviewed it pursuant to the provisions of Chapter 163, Florida Statutes to address any potential adverse impacts to important state resources or facilities related to agricultural, aquacultural, or forestry resources in Florida if the proposed amendment(s) are adopted. Based on our review of your county's submission, the Department has no comment on the proposal.

If we may be of further assistance, please do not hesitate to contact me at 850-410-2289.

Sincerely,

A handwritten signature in black ink that reads "Stormie Knight".

Stormie Knight
Sr. Management Analyst I
Office of Policy and Budget

cc: Florida Department of Economic Opportunity
(SLPA #: Taylor County 14-1 ESR)



Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

July 11, 2014

The Honorable Malcom V. Page
Chairman, Taylor County
Board of County Commissioners
Administrative Complex
201 East Green Street
Perry, Florida 32347

Dear Chairman Page:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for Taylor County (Amendment No. 14-1ESR), which was received on June 13, 2014. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no adverse impacts to important state resources and facilities within the Department of Economic Opportunity's authorized scope of review.

The County is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the County. If other reviewing agencies provide comments, we recommend the County consider appropriate changes to the amendment based on those comments. If unresolved, such comments could form the basis for a challenge to the amendment after adoption.

The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department of Economic Opportunity and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

July 11, 2014

Page 2 of 2

If you have any questions concerning this review, please contact Valerie Jenkins, at (850) 717-8493, or by email at valerie.jenkins@deo.myflorida.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ana Richmond', with a stylized flourish at the end.

Ana Richmond, Chief
Bureau of Community Planning

AR/vj

Enclosure(s): Procedures for Adoption

cc: Mr. Danny Griner, County Building Official, Taylor County
Mr. Scott Koons, AICP, Executive Director, North Central Florida RPC



Florida Department of Transportation

2198 Edison Avenue
Jacksonville, FL 32204
Transmitted Electronically

**RICK SCOTT
GOVERNOR**

**ANANTH PRASAD, P.E.
SECRETARY**

July 7, 2014

Danny Griner
Building Official
Taylor County
201 East Green Street
Perry, FL. 32347

RE: DEO#: Taylor 14-1ESR

To Mr. Griner:

FDOT has reviewed the Taylor County proposed amendment to the Comprehensive Plan for consistency with the requirements of Chapter 163 Florida Statutes. The proposed amendment includes one large scale future land use map (FLUM) amendment. The FDOT's review of the amendment to the Comprehensive Plan focuses on the transportation related issues to facilities of state importance and offers the following comments for your consideration.

Land Use: The transmitted amendment is a proposal to change the future land use of approximately 55.0 acres from Mixed Use-Rural Residential to Industrial.

Location: The subject property is located adjacent and to the northwest of Old Foley Road approximately one mile southwest of US-27 and one mile east of US-19/98.

Density/Intensity: The densities and intensities are as follows:

- The existing Mixed Use-Rural Residential Land Use currently includes 3,349 square feet of general office use, 10,247 square feet of light industrial use and 2,269 square feet of warehousing use.
- The proposed Industrial Land Use, with a 0.25 floor area ratio (FAR), has a development potential of 598,950 square feet of industrial uses.

Estimated Trips: The FDOT estimated the existing trips by using the General Office (ITE Code 710), General Light Industrial (ITE Code 110) and Warehousing (ITE Code 150) Land Uses. The FDOT estimated the proposed industrial trips by using the General Light Industrial Land Use.

- The existing Mixed Use-Rural Residential Land Use is estimated to generate 127 daily trips with 19 AM and 21 PM Peak Hour Trips.
- The proposed Industrial Land Use is estimated to generate 4,372 daily trips with 617 AM and 699 PM Peak Hour Trips.

Therefore, the proposed land use is estimated to generate an additional 4,245 daily trips and an additional 598 and 678 PM Peak Hour Trips.

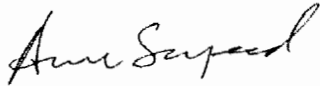
LOS & Impacts: The trips associated with this land use change will impact US-19/98 and US-27. Based on the FDOT State Highway System Level of Service Report (October 2013), US-19/98 and US-27 include the following capacities:

- US-19/98, from CR-361/Beach Road to Old Foley Road, with an adopted LOS standard of "C" (this segment has a peak hour capacity of 3,820 Peak Hour Trips), is currently operating at LOS "B". The year 2012 count was 732 Peak Hour Trips; the segment has a v/c ratio of 0.19).
- US-19/98, from Old Foley Road to the South City Limits of Perry, with an adopted LOS standard of "D" (this segment has a peak hour capacity of 3,060 Peak Hour Trips), is currently operating at LOS "C". The year 2012 count was 792 Peak Hour Trips; the segment has a v/c ratio of 0.26).
- US-27, from CR-275/Connell Road to Lafayette County Line, with an adopted LOS standard of "D" (this segment has a peak hour capacity of 1,350 Peak Hour Trips), is currently operating at LOS "C". The year 2012 count was 276 Peak Hour Trips; the segment has a v/c ratio of 0.20).

FDOT Comments: The FDOT has no further comments as proposed.

Thank you for coordinating the review of the Taylor County amendment to the Comprehensive Plan with the FDOT. Richard Prindiville, Traffic/LOS Analyst is the person who is familiar with the FDOT District-2 review of this amendment and can be contacted at: richard.prindiville@dot.state.fl.us or phone: (904)360-5664.

Sincerely,



Ameera Sayeed, AICP, GISP
FDOT Growth and Development/Modeling Coordinator

Cc: Ray Eubanks Department of Economic Opportunity

TAYLOR COUNTY
COMPREHENSIVE PLAN AMENDMENT
APPLICATION REVIEW

Date: April 14, 2014

Application No: CPA 14-01 (Foley Timber and Land Company, LP)

In accordance with Section 42-54 of the Land Development Code, the application to be submitted shall include the following elements.

- ☒ a. Applicant's name and address.
- ☒ b. Statement describing any changed conditions that would justify the amendment.
- ☒ c. Statement describing why there is a need for the proposed amendment.
- ☐ d. Statement describing whether and how the proposed amendment is consistent with the Taylor County Comprehensive Plan.
- ☒ e. Statement outlining the extent to which the proposed amendment:
 - ☒ 1) is compatible with existing land uses;
 - ☒ 2) affects the capacities of public facilities and services;
 - ☒ 3) affects the natural environment; and
 - ☒ 4) will result in an orderly and logical development pattern.
- ☒ f. If the applicant requests an amendment to the Future Land Use Map, the applicant shall include:
 - ☒ 1) street address and legal description of the property proposed to be reclassified;
 - ☒ 2) applicant's interest in the subject property;
 - ☒ 3) owner's name and address, if different than applicant;
 - ☒ 4) current land use district classification and existing land use activities of the property proposed to be reclassified; and
 - ☒ 5) area of the property proposed to be reclassified, stated in square feet or acres.
- ☒ g. For plan amendments involving those areas designed Agricultural/Rural Residential, Mixed Use Rural Residential, and Mixed Use-Urban Development on the Future Land Use Map, applicant shall provide an inventory of all wetlands and other environmentally sensitive lands, as well as documentation that the proposed use will not negatively impact environmentally sensitive lands.

- N/A h. Such other information or documentation as the Planning Director may deem necessary or appropriate to a full and proper consideration and disposition of the particular application.

Danny Griner

From: Ray, Suzanne E. <Suzanne.E.Ray@dep.state.fl.us>
Sent: Thursday, July 17, 2014 10:51 AM
To: Danny Griner; DCPexternalagencycomments@DEO.myflorida.com
Subject: Taylor County 14-1ESR Proposed

To: Danny Griner, County Building Official

Re: Taylor County 14-1ESR – Expedited Review of Proposed Comprehensive Plan Amendment

The Office of Intergovernmental Programs of the Florida Department of Environmental Protection (Department) has reviewed the above-referenced amendment package under the provisions of Chapter 163, Florida Statutes. The Department conducted a detailed review that focused on potential adverse impacts to important state resources and facilities, specifically: air and water pollution; wetlands and other surface waters of the state; federal and state-owned lands and interest in lands, including state parks, greenways and trails, conservation easements; solid waste; and water and wastewater treatment.

Based on our review of the submitted amendment package, the Department has found no provision that, if adopted, would result in adverse impacts to important state resources subject to the Department's jurisdiction.

Please feel free to contact me with any questions.

Suzanne E. Ray, AICP
DEP Office of Intergovernmental Protection
3900 Commonwealth Blvd., MS 47
Tallahassee, FL 32399-3000
(850) 245-2172



TAYLOR COUNTY BOARD OF COMMISSIONERS

9

County Commission Agenda Item

SUBJECT/TITLE:

BOARD TO REVIEW AND APPROVE ADVERTISING FOR IMPROVEMENTS TO THE WILLIAMS FISH CAMP LANDING (MANDALAY BOAT RAMP)

MEETING DATE REQUESTED:

August 4, 2014

Statement of Issue:

The Engineering Division has prepared the attached Plans and Specifications as part of the construction package for the improvements to the Williams Fish Camp Landing (Mandalay Boat Ramp). These plans will be incorporated into a Request for Proposals (RFP) that will be advertised upon receiving Board and Florida Boating Improvement Program approval.

Recommended Action:

The Board should approve soliciting RFPs for the proposed resurfacing scope of work to be received September 16, 2014. Subsequent approval of received proposals will be contingent upon available funding.

Fiscal Impact: FISCAL YR 2014/15 - TBD

Budgeted Expense: YES

Submitted By: ENGINEERING DIVISION

Contact: COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

The Board has requested that the Engineering Division prepare construction plans and specifications for the improvement of the Williams Fish Camp Landing (Mandalay Boat Ramp). These plans and specifications will be incorporated into a Request for Proposals (RFP) that will be advertised upon receiving Board and Florida Boating Improvement Program approval. It is intended that proposals will be received at the September 16, 2014 regular Board meeting and then move forward with a construction timeline that coincides with tidal impacts that favor the method of construction based on Contractor input.

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

Williams Fish Camp Landing (Mandalay Boat Ramp) Taylor County, Florida 2008-008-ENG

August 2014

Prepared for:

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

Prepared by:

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

TABLE OF CONTENTS

PART 1 - BIDDING REQUIREMENTS

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

PART 2 - CONTRACT FORMS

Agreement Between Owner and Contractor
Bid Bond
Performance and Payment Bond

PART 3 – CONDITIONS OF THE CONTRACT

Standard General Conditions
Supplementary Conditions

PART 4 –SPECIFICATIONS

DIVISION 1 – GENERAL REQUIREMENTS

01005	General Requirements
01025	Application for Payment
01045	Cutting and Patching
01050	Field Engineering
01100	Summary of Work
01200	Project Meetings
01300	Submittals
01340	Shop Drawings, Working Drawings and Samples
01370	Schedule of Values
01400	Quality Control Services
01600	Material and Equipment
01700	Contract Closeout
01720	Project Record Documents
01740	Warranties and Bonds

DIVISION 2 – SITE WORK

02010	Stormwater Pollution Prevention Plan
02050	Demolition
02100	Site Preparation
02200	Earthwork
02931	Sodding
02512	Concrete Curbs, Curbs and Gutters and Sidewalks

DIVISION 3 – CONCRETE WORK

03100	Concrete Formwork
03200	Concrete Reinforcement
03300	Cast-In-Place Concrete
03600	Non-Shrink Grout

DIVISION 4 THRU 5 – NOT USED

DIVISION 6 – WOOD WORK

06100	Rough Carpentry
--------------	------------------------

DIVISION 7 THRU 13 – NOT USED

PART 5 – DRAWINGS (Bound Separately)

PART 1 – BIDDING REQUIREMENTS



TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

DUSTIN HINKEL, County Administrator
201 East Green Street
Perry, Florida 32347
(850) 838-3500, extension 7 Phone
(850) 838-3501 Fax

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

INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed proposals for construction of the **Williams Fish Camp Landing (Mandalay Boat Ramp)**.

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 Williams Fish Camp Landing (Mandalay Boat Ramp)**" 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 September 12, 2014. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 6:00 P.M. local time, or as soon thereafter as practical, on September 16, 2014, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

RFP information **MUST** be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, (850) 838-3506, for a \$50.00 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 10:00 a.m. on September 3, 2014, at the Administrative Complex located at 201 East Green Street, Perry, Florida 32347. Bidders are encouraged to attend.

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. **No faxed Proposals will be accepted.**

Additional information may be obtained from:
Taylor County Engineering Department
201 East Green Street
Perry, FL 32347
(850) 838-3500

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

INSTRUCTIONS TO BIDDERS**TABLE OF CONTENTS**

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

ARTICLE 1 - DEFINED TERMS

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

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

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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

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

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

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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

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

[B. 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.]

[C. The US Fish and Wildlife Service Grant funding this project does not require the successful contractor or subcontractors for this project to comply with the Davis-Bacon Wage Act requirements.]

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 September 3, 2014, at the Taylor County Administrative Complex, 201 East Green St., Perry, Florida 32347. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend 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. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

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

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to the Project Manager or Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten (10) days prior to the date for opening of Bids may not be

answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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

ARTICLE 8 - BID SECURITY

8.01 Bid security will be required for this project.

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

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

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

ARTICLE 9 - CONTRACT TIMES

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

ARTICLE 10 - LIQUIDATED DAMAGES

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

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

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

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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

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

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

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

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

ARTICLE 13 - PREPARATION OF BID

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

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

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

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

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

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

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum*

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

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

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

ARTICLE 15 - SUBMITTAL OF BID

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

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

- [G. Valid Business/Contractor Licensing/Registration Information
- [H. Proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.
- [I. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)
- [J. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
- [K. List of Project References

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 "**Sealed Proposal for Williams Fish Camp Landing (Mandalay Boat Ramp)**." 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 (State and Federal Longshoreman's), 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 Williams Fish Camp Landing (Mandalay Boat Ramp) project. 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*Williams Fish Camp Landing (Mandalay Boat Ramp)*2008-008-ENG**TABLE OF ARTICLES**

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

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.

Addendum Date

.....
.....

.....
.....

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

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

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

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

ARTICLE 5 – BASIS OF BID

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

Total Lump Sum Bid Price _____ \$ _____
90 Total Contract Days _____ (words) _____ (numerals)

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

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

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

ARTICLE 6 – TIME OF COMPLETION

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

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

- I. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)
- J. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
- K. List of Project References

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

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

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

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

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

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

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. (If applicable)

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

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

*Williams Fish Camp Landing (Mandalay Boat Ramp)
Taylor County, Florida*

Contract: The intent of this contract is to secure all labor and equipment required for the Williams Fish Camp Landing (Mandalay Boat Ramp) project in Taylor County, Florida. This project includes clearing and grubbing, removal of existing floating docks and gangways, construction of boat ramp, installation and re-alignment of docks and gangways, and ADA accessible parking and sidewalk as more fully detailed in the project plans and specifications. It is recommended that all ramp construction activities water ward of the mean high water line be performed during lowest tides possible.

The term **Contractor** is hereby defined to include all owners, managing members, employees and successors contractually obligated to perform the above project.

The term **Owner** is hereby defined to include Taylor County Board of County Commissioners, it directors, employees, attorney(s), and designated representatives

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

2. Contractor also hereby agrees to indemnify, hold harmless and release Owner, 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. Contractor hereby agrees to release Owner from liability of whatever kind of nature as a result of any injury on the above project.

4. Contractor hereby agrees 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. Contractor hereby agrees that they have relied on the legal advice of an attorney and that they fully understand this agreement and have voluntarily executed same.

DONE AND EXECUTED this ____ day of _____, 20__

WITNESS:

STATE OF _____
COUNTY OF _____

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

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

NOTARY PUBLIC

My Commission Expires: _____

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

By _____.

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

Whose business address is _____
_____ and

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

3. My name is _____ and my relationship to the entity
name above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime: or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

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

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

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

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

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

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

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

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

of _____, _____.

NOTARY PUBLIC

My commission expires: _____

NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____ 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:

_____	By: _____
Witness	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:

Williams Fish Camp Landing (Mandalay Boat Ramp), Taylor County, Florida. The intent of this contract is to secure all labor and equipment required for the Williams Fish Camp Landing (Mandalay Boat Ramp) project in Taylor County, Florida. This project includes clearing and grubbing, removal of existing floating docks and gangways, construction of boat ramp, installation and re-alignment of docks and gangways, and ADA accessible parking and sidewalk as more fully detailed in the project plans and specifications. It is recommended that all ramp construction activities water ward of the mean high water line be performed during lowest tides possible.

ARTICLE 2 - THE PROJECT

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

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

ARTICLE 3 - ENGINEER/PROJECT ADMINISTRATION

3.01 The Project has been prepared by:

Taylor County Engineering Division
201 East Green Street
Perry, Florida 32347
Phone: 850-838-3500
Fax: 850-838-3501

3.02 The Project will be administered by:

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

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

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 80 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

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

4.04 Correction Period/Warranty

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

ARTICLE 5 - CONTRACT PRICE

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

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

(\$_____) (numerals)

(words)

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 17 sheets with each sheet bearing the following general title: Williams Fish Camp Landing (Mandalay Boat Ramp) [or] the Drawings listed on attached sheet index.
7. Addenda (numbers 1 to _____, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages _____ 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.

10.06 Public Records Provision

A. In accordance with Section 119.0701, Florida Statutes, Contracts; Public records, Contractor shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

10.07 Other Provisions

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

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

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

OWNER:**CONTRACTOR:**

Taylor County Board of County Commissioners

By: Dustin Hinkel

By: _____

Title: County Administrator

Title: _____

[COUNTY SEAL]

[CORPORATE SEAL]

Attest: Annie Mae Murphy

Attest: _____

Title: Taylor County Clerk of Court

Title: _____

Address for giving notices:

Address for giving notices:

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

OR

P.O. Box 620, Perry, FL 32348

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

License No.: _____ (Where applicable)

Agent for service or process: _____

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

BID BOND

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

BIDDER (Name and Address):

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

OWNER (Name and Address):

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

BID

Bid Due Date: September 12, 2014

Project (Brief Description Including Location): *Williams Fish Camp Landing (Mandalay Boat Ramp), Taylor County, Florida.* The intent of this contract is to secure all labor and equipment required for the Williams Fish Camp Landing (Mandalay Boat Ramp) project in Taylor County, Florida. This project includes clearing and grubbing, removal of existing floating docks and gangways, construction of boat ramp, installation and re-alignment of docks and gangways, and ADA accessible parking and sidewalk as more fully detailed in the project plans and specifications. It is recommended that all ramp construction activities water ward of the mean high water line be performed during lowest tides possible.

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): *Williams Fish Camp Landing (Mandalay Boat Ramp), Taylor County, Florida.* The intent of this contract is to secure all labor and equipment required for the Williams Fish Camp Landing (Mandalay Boat Ramp) project in Taylor County, Florida. This project includes clearing and grubbing, removal of existing floating docks and gangways, construction of boat ramp, installation and re-alignment of docks and gangways, and ADA accessible parking and sidewalk as more fully detailed in the project plans and specifications. It is recommended that all ramp construction activities water ward of the mean high water line be performed during lowest tides possible.

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

Surety's Name and Corporate Seal (Seal)

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

Attest: _____
Signature and Title

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

Surety's Name and Corporate Seal (Seal)

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

Attest: _____
Signature and Title

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)

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

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

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

Date: _____
Amount: _____
Description (Name and Location): *Williams Fish Camp Landing (Mandalay Boat Ramp), Taylor County, Florida.* The intent of this contract is to secure all labor and equipment required for the Williams Fish Camp Landing (Mandalay Boat Ramp) project in Taylor County, Florida. This project includes clearing and grubbing, removal of existing floating docks and gangways, construction of boat ramp, installation and re-alignment of docks and gangways, and ADA accessible parking and sidewalk as more fully detailed in the project plans and specifications. It is recommended that all ramp construction activities water ward of the mean high water line be performed during lowest tides possible.

Bond Number:
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

SURETY

Signature: _____ (Seal)
Name and Title: _____

Surety's Name and Corporate Seal (Seal)

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

Attest: _____
Signature and Title

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

SURETY

Signature: _____ (Seal)
Name and Title: _____

Surety's Name and Corporate Seal (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:*

a. <i>State</i>	<i>Statutory</i>
b. <i>Applicable Federal (e.g., Longshoreman's)</i>	<i>Statutory</i>
c. <i>Employer's Liability</i>	<i>\$100,000</i>
 2. *Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:*

a. <i>General Aggregate</i>	<i>\$1,000,000</i>
b. <i>Products – Completed Operations Aggregate</i>	<i>\$1,000,000</i>
c. <i>Personal and Advertising Injury</i>	<i>\$1,000,000</i>
d. <i>Each Occurrence (Bodily Injury and Property Damage)</i>	<i>\$1,000,000</i>
e. <i>Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.</i>	
f. <i>Excess or Umbrella Liability</i>	
1) <i>General Aggregate</i>	<i>\$1,000,000</i>
2) <i>Each Occurrence</i>	<i>\$1,000,000</i>

3. *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:*

*Dustin Hinkel, 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 – SPECIFICATIONS

SUPPLEMENTAL SPECIFICATIONS

1. The Taylor County Board of County Commissioners is undertaking construction of the Williams Fish Camp Landing (Mandalay Boat Ramp). The intent of this contract is to secure all labor, materials and equipment required for a portion of the Williams Fish Camp Landing (Mandalay Boat Ramp) construction. This project includes clearing and grubbing, removal of existing floating docks and gangways, construction of boat ramp, installation and re-alignment of docks and gangways, and ADA accessible parking and sidewalk as more fully detailed in the project plans and specifications. It is recommended that all ramp construction activities water ward of the mean high water line be performed during lowest tides possible. All work shall be completed in accordance with "Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards", latest edition or "FDOT Standard Specifications for Road and Bridge Construction", latest edition and as amended by these specifications or plans.
2. FDOT MODIFICATIONS - When "FDOT Roadway and Traffic Design Standards" or "FDOT Standard Specifications for Road and Bridge Construction" refers to FDOT, Engineer, Department, Inspector, these items shall refer to Taylor County Engineer or authorized representative. When "FDOT Roadway and Traffic Design Standards" or "FDOT Standard Specifications for Road and Bridge Construction" refers to Laboratory this item refers to an independent properly licensed testing lab selected by Contractor with approval of County and fully compensated by Contractor.
3. FDOT SPECIFICATIONS - When the specifications refer to the State of Florida or officials of the State it shall be interpreted as the County Commissioners or their authorized representative.
4. WARRANTY - The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a three-year period after the date of final acceptance. The Performance Bond for this project may be reduced to 75% of the contract amount after completion of the first year of warranty and then further reduced to 50% for the final year.
5. All materials used shall meet all requirements of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and methods of construction shall meet all requirements of the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition. Materials testing for this project shall be performed by an independent properly licensed testing lab selected by the Contractor with approval of the County and compensated by the Contractor. Results of required testing shall be forwarded and approved prior to covering work and prior to acceptance for payment.
6. The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout shall be done using competent and experienced personnel under the supervision of a Land Surveyor registered in the State of Florida at the Contractor's expense. Control points established by the Owner and disturbed by the Contractor will

- be replaced by the Contractor at his expense. Survey monuments or markers which will be removed by construction shall be properly referenced to the right-of-way line prior to removal. Reference documentation shall be provided to the County upon project completion. Project control shall be permanently established once all pavement has been completed.
7. Once each phase of this project begins, the Contractor shall maintain asphalt application efforts at one location at a time. Taylor County shall provide one (1) authorized representative to be on site during asphalt application. All material tickets shall be presented to this representative at time of delivery and indicate required information (FDOT #, Tonnage, Temp, etc.).
 8. Material Testing and Sampling shall be completed as required by the FDOT Standard Specifications, these Supplemental Specifications and the Construction Plans. Additional random material samples shall be collected and tests run at the discretion of Taylor County's authorized representative as part of the mandatory testing requirements.
 9. Unless otherwise authorized, regulate paving machine speed to no more than 70 feet-per-minute to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
 10. Offset longitudinal joints in successive asphalt courses a minimum of 4 inches. Offset lateral joints in asphalt courses a minimum of 24 inches.
 11. LIMEROCK BASE: There shall be no adjustment or extra payment for additional thickness of base material.
 12. PRIME COAT: A prime coat shall be applied to the finished base course prior to the application of asphalt courses at the rate of 0.10 gallon per square yard per asphalt course application. AEP is the preferred Prime material. 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. NTSS-1hm, Trackless Tack, will not be permitted as a prime material. Prime coat shall include an approved cover material and be allowed to cure a minimum of 24 hours before paving commences.
 13. SEEDING & MULCHING {Performance Turf}: Permanent seed shall be (Bermuda @ 80 lb/acre), temporary seed (Rye {October ~ March} or Brown Top Millet {April ~ September} @ 20 lb/acre) mixture and placement. Seed shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition.
 14. SODDING {Performance Turf (SOD)}: Roadway Sod shall be rolled Bermuda. Remaining areas may be pallet sod. Sod shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition. Sod may be required to match adjacent type in and around residential properties.
 15. Unless noted otherwise, roadway improvements shall include providing & installing OM2V at each approach side of all cross-drains throughout the projects limits.
 16. Unless noted otherwise, all D3 Street name signage shall use a 9 inch high sign with 6 inch uppercase and 4 inch lower case lettering. Public Street names shall be placed on a

green sign with white lettering and border. Private Streets shall use a blue background sign with white lettering and border.

17. CONCRETE: Unless noted otherwise, all concrete shall use one of the curing materials consistent with Section 925, FDOT Specifications, latest edition.

SECTION 01005 – GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 SCOPE AND INTENT

- A. The work to be done consists of the furnishing of all labor, materials and equipment, and the performance of all work included in this Contract. The summary of the work is presented in Section 01100.

1.2 RELATED SECTIONS

- A. Section 01100: Summary of the Work.

1.3 WORK INCLUDED

- A. The Contractor shall furnish all labor, superintendence, materials, plant, power, light, heat, fuel, water, tools, appliances, equipment, supplies, and other means of construction necessary or proper for performing and completing the work. He shall obtain and pay for all required permits. He shall perform and complete the work in the manner best calculated to promote rapid construction consistent with safety of life and property and to the satisfaction of the Engineer, and in strict accordance with the Contract Documents. The Contractor shall clean up the work and maintain it during and after construction, until accepted, and shall do all work and pay all costs incidental thereto. He shall repair or restore all structures and property that may be damaged or disturbed during performance of the work.
- B. The Contractor shall provide and maintain such modern plant, tools, and equipment as may be necessary, in the opinion of the Engineer, to perform in a satisfactory and acceptable manner all the work required by this Contract. Only equipment of established reputation and proven efficiency shall be used. The Contractor shall be solely responsible for the adequacy of his workmanship, materials and equipment, prior approval of the Engineer notwithstanding.

1.4 PUBLIC UTILITY INSTALLATIONS AND STRUCTURES

- A. Public utility installations and structures shall be understood to include all poles, tracks, pipes, wires, conduits, house service connections, vaults, manholes and all other appurtenances and facilities pertaining thereto whether owned or controlled by the Owner, other governmental bodies or privately owned individuals, firms or corporations, used to serve the public with transportation, traffic control, gas, or private property which may be affected by the work shall be deemed included hereunder.
- B. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is the responsibility of the Contractor to make his own investigation to inform himself fully of the character, condition and extent of all such

installations and structures as may be encountered and as may affect the construction operations.

- C. The Contractor shall protect all public utility installations and structures from damage during the work. Access across any buried public utility installations or structures shall be made only in such locations and by means approved by the Engineer. The Contractor shall so arrange his operations as to avoid any damage to these facilities. All required protective devices and construction shall be provided by the Contractor at his expense. All existing public utilities damaged by the Contractor which are shown on the Plans or have been located in the field by the utility shall be repaired by the Contractor, at his expense, as directed by the Engineer. No separate payment shall be made for such protection or repairs to public utility installations or structures.
- D. Public utility installations or structures owned or controlled by the Owner or other governmental body which are shown on the Plans to be removed, relocated, replaced or rebuilt by the Contractor shall be considered as a part of the general cost of doing the work and shall be included in the prices bid for the various contract items. No separate payment shall be made therefore.
- E. Where public utility installations or structures owned or controlled by the Owner or other governmental body are encountered during the course of the work, and are not indicated on the Plans or in the Specifications, and when, in the opinion of the Engineer, removal, relocation, replacement or rebuilding is necessary to complete the work under this Contract, such work shall be accomplished by the utility having jurisdiction, or such work may be ordered, in writing by the Engineer, for the Contractor to accomplish. If such work is accomplished by the utility having jurisdiction, it will be carried out expeditiously and the Contractor shall give full cooperation to permit the utility to complete the removal, relocation, replacement or rebuilding as required. If such work is accomplished by the Contractor, it will be paid for as extra work as provided in the Agreement.
- F. The Contractor shall, at all times in performance of the work, employ approved methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage or destruction of public utility installations and structures; and shall, at all times in the performance of the work, avoid unnecessary interference with, or interruption of, public utility services, and shall cooperate fully with the owners thereof to that end.
- G. All Owners and other governmental utility departments and other owners of public utilities which may be affected by the work will be informed in writing by the Engineer within two weeks after the execution of the Contract or Contracts covering the work. Such notice will set out, in general, and direct attention to, the responsibilities of the Owner and other governmental utility departments and other owners of public utilities for such installations and structures as may be affected by the work and will be accompanied by one set of Plans and Specifications covering the work under such Contract or Contracts.
- H. In addition to the general notice given by the Engineer, the Contractor shall give written notice to the Owner and other governmental utility departments and other owners of public utilities of the his proposed construction operations, at least forty-eight (48) hours in advance of breaking ground in any area or on any unit of the work. This can be accomplished by making the appropriate contact with the following utility companies:

Water:	N/A
Sewer:	N/A
Electric:	Tri-County Electric Cooperative
Telephone:	Fairpoint Communications
Cable:	N/A

1.5 PLANS AND SPECIFICATIONS

- A. Plans: The Plans referred to in the Contract Documents bear the general project name and number as shown in the Notice To Bidders (Advertisement). When obtaining data and information from the Plans, figures shall be used in preference to scaled dimensions, and large scale drawings in preference to small scale drawings.
- B. Contractor to Check Plans and Data: The Contractor shall verify all dimensions, quantities and details shown in the Plans, Supplementary Drawings, Schedules, Specifications or other data received from the Engineer, and shall notify him of all errors, omissions, conflicts, and discrepancies found therein. Failure to discover or correct errors, conflicts or discrepancies shall not relieve the Contractor of full responsibility for unsatisfactory work, faulty construction or improper operation resulting there from nor from rectifying such conditions at his own expense. He will not be allowed to take advantage of any errors or omissions, as full instructions will be furnished by the Engineer, should such errors or omissions be discovered. All schedules are given for the convenience of the Engineer and the Contractor and are not guaranteed to be complete. The Contractor shall assume all responsibility for the making of estimates of the size, kind, and quantity of materials and equipment included in work to be done under the Contract.
- C. Specifications: The Technical Specifications consist of three parts: General, Products and Execution. The General Section contains General Requirements which govern the work. Products and Execution modify and supplement these by detailed requirements for the work and shall always govern whenever there appears to be a conflict.
- D. Intent: All work called for in the Specifications applicable to this Contract, but not shown on the Plans in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications, but involved in carrying out their intent or in the complete and proper execution of the work, is required and shall be performed by the Contractor as though it were specifically delineated or described.
- E. The apparent silence of the Specifications as to any detail, or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

1.6 TEMPORARY SERVICES

- A. Accident Prevention: Precautions shall be exercised at all times for the protection of person and property. The safety provisions of applicable laws, building and construction codes shall be observed. The Contractor shall comply with the U.S. Department of Labor Safety and Health Requirements for construction promulgated under the Occupational Safety and Health Act of

1970 (PL 91-596), and under Section 107 of the contract work. Hours and Safety Standards Act (PL 91-54), except where state and local safety standards exceed the federal requirements and except where state safety standards have been approved by the Secretary of Labor in accordance with provisions of the Occupational Safety and Health Act, shall be complied with.

- B. First Aid: The Contractor shall keep on site, at each location where work is in progress, a completely equipped first aid kit and shall provide ready access thereto at all times when workers are employed on the work.

1.7 LINES AND GRADES

- A. Grade: All work under this Contract shall be constructed in accordance with the lines and grades shown in the Plans, or as given by the Engineer. The full responsibility for keeping alignment and grade shall rest upon the Contractor.
- B. The Engineer has established bench marks and base line controlling points. Reference marks for lines and grades as the work progresses will be located to cause as little inconvenience to the prosecution of the work as possible. The Contractor shall so place excavation and other materials as to cause no inconvenience in the use of the reference marks provided. He shall remove any observations placed by him contrary to this provision.
- C. Safeguarding Marks: The Contractor shall safeguard all points, stakes, grade marks, monuments and bench marks made or established on the work, bear the cost of re-establishing them if disturbed, and bear the entire expense of rectifying work improperly installed due to not maintaining or protecting or to remove without authorization such established points, stakes and marks.
- D. The Contractor shall safeguard all existing and known property corners, monuments and marks adjacent to but not related to the work and, if required, shall bear the cost of reestablishing them if disturbed or destroyed.

1.8 ADJACENT STRUCTURES AND LANDSCAPING

- A. Responsibility: The Contractor shall also be entirely responsible and liable for all damage or injury as a result of his operations to all other adjacent public and private property, structures of any kind and appurtenances thereto met with during the progress of the work. The cost of protection, replacement in their original locations and conditions or payment of damages for injuries to such adjacent public and private property and structures affected by the work, whether or not shown on the Plans, and the removal, relocation and reconstruction of such items called for on the Plans or specified shall be included in the various Contract Items and no separate payments will be made therefore. Where such public and private property, structures of any kind appurtenances thereto are not shown on the Plans and when, in the Engineer's opinion, relocation must be made to avoid interference with the work, payment therefore will be made as provided for extra work in the Agreement.
- B. Contractor is expressly advised that the protection of buildings, structures, pipelines, etc. and related work adjacent and in the vicinity of his operations, wherever they may be, is solely his responsibility. Conditional inspection of buildings or structures in the immediate vicinity of the

project which may reasonably be expected to be affected by the work shall be performed by and be the responsibility of the Contractor.

- C. Contractor shall, before starting operations, make an examination of the interior and exterior of the adjacent structures, buildings, facilities, etc., and record by notes, measurements, photographs, etc., conditions which might be aggravated by open excavation and construction. Repairs or replacement of all conditions disturbed by the construction shall be made to the satisfaction of the Owner and to the satisfaction of the Engineer. This does not preclude conforming to the requirements of the insurance underwriters. Copies of surveys, photographs, reports, etc., shall be given to the Engineer.
- D. Prior to the beginning of any excavations, the Contractor shall advise the Engineer of all buildings or structures on which he intends to perform work or which performance of the project work will affect.
- E. PROTECTION OF TREES:
 - 1. All trees and shrubs shall be adequately protected by the Contractor with barricades, boxes and otherwise and in accordance with ordinances governing the protection of trees. No excavated materials shall be placed so as to injure such trees or shrubs. Trees or shrubs destroyed by negligence of the Contractor or his employees shall be replaced by him with new stock of similar size and age, at the proper season and at the sole expense of the Contractor.
 - 2. Beneath trees or other surface structures, where possible, pipelines may be built in short tunnels, backfilled with excavated materials, except as otherwise specified, or the trees or structures carefully supported and protected from damage.
 - 3. The Owner may order the Contractor, for the convenience of the Owner, to remove trees along the line or trench excavation. If so ordered, the Owner will obtain any permits required for removal of trees. Such tree removal ordered shall be paid for under the appropriate Contract Items.
- F. Lawn Areas: Lawn areas shall be left in as good condition as before the starting of the work. Where sod is to be removed, it shall be carefully removed, and later replaced, or the area where sod has been removed shall be restored with new sod in the manner described in these Specifications.
- G. Restoration of Fences: Any fence, or part thereof, that is damaged or removed during the course of the work shall be replaced or repaired by the Contractor and shall be left in as good a condition as before the starting of the work. The manner in which the fence is repaired or replaced and the materials used in such work shall be subject to the approval of the Engineer. The cost of all labor, materials, equipment, and work for the replacement or repair of any fence shall be deemed included in the appropriate Contract Item or items, or if no specific item is provided therefore, as part of the overhead cost of the work, and no additional payment will be made therefore.

1.9 PROTECTION OF WORK AND PUBLIC

- A. During the prosecution of the work, the Contractor shall put up and maintain at all times such barriers and lights as will effectively prevent accidents. The Contractor shall provide suitable barricade, red light, "danger" or "caution" or "street closed" signs and watchmen at all places where the work causes obstructions to the normal traffic or constitutes in any way a hazard to the public.
- B. The Contractor shall use oil or gas as fuel for equipment generating steam. A strict compliance with ordinances regulating the production and emission of smoke will be required.
- C. The Contractor shall eliminate noise to as great an extent as practicable at all times. Air compressing plants shall be equipped with silencers and the exhaust of all gasoline motors or other power equipment shall be provided with mufflers. In the vicinity of hospitals and schools, special care shall be used to avoid noise or other nuisances. The Contractor shall strictly observe all local regulations and ordinance covering noise control.
- D. Except in the event of an emergency, no work shall be done between the hours of 7:00 P.M. and 7:00 A.M., or on Saturdays or Sundays. If the proper and efficient prosecution of the work requires operations during the night or on weekends, the written permission of the Engineer shall be obtained before starting such items of the work. Such requests shall require three (3) days for review/approval.
- E. Neither the materials excavated nor the materials or plant used in the construction of the work shall be so placed as to prevent free access to all fire hydrants, valves or manholes.
- F. The Contractor shall prevent dust nuisance from his operations or from traffic by keeping the roads and/or construction areas sprinkled with water at all times.

1.10 CUTTING AND PATCHING

- A. The Contractor shall do all cutting, fitting or patching of his portion of the work that may be required to make the several parts therefore join and coordinate in a manner satisfactory to the Engineer and in accordance with the Plans and Specifications. The work must be done by competent workmen skilled in the trade required by the restoration.

1.11 CLEANING

- A. During construction of the work, the Contractor shall, at all times, keep the site of the work and adjacent premises as free from material, debris and rubbish as is practicable and shall remove the same from any portion of the site if, in the opinion of the Engineer, such material, debris, or rubbish constitutes a nuisance or is objectionable.
- B. The Contractor shall remove from the site all of his surplus materials and temporary structures when no further need therefore develops. Contractor shall be responsible and liable for all spillage and incur all associated costs including, but not limited to, costs related to repair and maintenance resulting from damages thereof.
- C. At the conclusion of the work, all erection plant, tools, temporary structures and materials belonging to the Contractor shall be promptly taken away, and he remove and promptly dispose of all water, dirt, rubbish or any other foreign substances.

- D. The Contractor shall thoroughly clean all equipment and materials installed by him and shall deliver such materials and equipment undamaged in a bright, clean, polished and new operating condition.

1.12 MISCELLANEOUS

- A. Protection Against Siltation and Bank Erosion.
 - 1. The Contractor shall arrange his operations to minimize siltation and bank erosion on construction sites and on existing or proposed water courses and drainage ditches.
 - 2. The Contractor, at his own expense, shall remove any siltation deposits and correct any erosion problems as directed by the Engineer which results from his construction operations.
- B. The Contractor shall properly dispose of all surplus material, including spoil, in accordance with Local, State and Federal regulations. Under no circumstances shall surplus material be disposed of in wetland areas as defined by the Florida Department of Environmental Regulation.
- C. The work shall be so conducted to maintain existing facilities in operation insofar as is possible. Requirements and schedules of operations for maintaining existing facilities in service during construction shall be as described in the Specific Provisions.
- D. All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectants, polymer, reactant, or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict accordance with instructions.
- E. During progress of work under this Contract, it may be necessary for other contractors and persons employed by the Owner to work in or about the project. The Owner reserves the right to put such other contractors to work and to afford such access to the Site of the Work to be performed hereunder at such times as the Owner deems proper. The Contractor shall not impede or interfere with the work of such other Contractor engaged in or about the Work and shall so arrange and conduct his work that such other contractors may complete their work at the earliest date possible.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01005

SECTION 01025 – APPLICATION FOR PAYMENT

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Submit Applications for Payment to the Architect/Engineer in accordance with the schedule established by the Conditions of the Contract and Agreement between Owner and Contractor.

1.2 RELATED REQUIREMENTS

- A. Agreement between Owner and Contractor
- B. Conditions of the Contract: Progress Payments, Retainages and Final Payment
- C. Section 01370: Schedule of Values
- D. Section 01700: Contract Closeout
- E. Section 01720: Project Record Documents

1.3 FORMAT AND DATA REQUIRED

- A. Submit typed applications on approved AIA or EJCDC Application for Payment forms, with itemized data types on 8-1/2" x 11" or 8-1/2" x 14" white paper continuation sheets.
- B. Provide itemized data on continuation sheet:
 - 1. Format, schedules, line items and values: Those of the Schedule of values accepted by the Architect/Engineer.

1.4 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

A. APPLICATION FORM:

- 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
- 2. Fill in summary of dollar values to agree with respective totals on continuation sheets.
- 3. Execute certification and affidavit with signature of a responsible officer of Contract firm.

B. CONTINUATION SHEETS

- 1. Fill in total list of all scheduled component items of Work, with item number and scheduled dollar value for each item.

2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
 - a. Round off values to nearest dollar, or as specified for Schedule of Values.
3. List each Change Order executed prior to date of submission, at the end of the continuation sheets.
 - a. List by Change Order Number, and description, as for an original component item of work.
4. To receive approval for payment on component material stored on site, submit copies of the original paid invoices with the application for payment.

1.5 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the Owner or the Architect/Engineer requires substantiating data, Contractor shall submit suitable information, with a cover letter identifying:
 1. Project
 2. Application number and date
 3. Detailed list of enclosures
 4. For stored products:
 - a. Item number and identification as shown on application
 - b. Description of specific material
- B. Submit one copy of data and cover letter for each copy of application.
- C. As a prerequisite for payment, Contractor is to submit a "Surety Acknowledgement of Payment Request" letter showing amount of progress payment which the Contractor is requesting.
- D. The Contractor is to maintain an updated set of drawings to be used as record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the Contractor is to exhibit the updated record drawings for review by the Owner and Architect/Engineer.

1.6 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in Application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting as specified in Section 01700 – Contract Closeout.

1.7 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to the Engineer at the times stipulated in the Agreement.
- B. Number: Three copies of each Application.
- C. When the Architect/Engineer finds Application properly completed and correct, he will transmit certificate for payment to Owner, with copy to Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01025

SECTION 01100 – SUMMARY OF THE WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Project consists of the Williams Fish Camp Landing (Mandalay Boat Ramp).
 - 1. Project Location: Williams Fish Camp Landing (Mandalay Boat Ramp), Taylor County, Florida.
 - 2. Williams Fish Camp Landing (Mandalay Boat Ramp) Contract: The intent of this contract is to secure all labor and equipment required for the Williams Fish Camp Landing (Mandalay Boat Ramp) project in Taylor County, Florida. This project includes clearing and grubbing, removal of existing floating docks and gangways, construction of boat ramp, installation and re-alignment of docks and gangways, and ADA accessible parking and sidewalk as more fully detailed in the project plans and specifications. It is recommended that all ramp construction activities water ward of the mean high water line be performed during lowest tides possible.
 - 3. The Sequence of Construction is grouped into an upland phase and a boat ramp phase. Though it is realized that at some point it will be impractical to allow the ramp to remain open and accessible for the public's usage, construction can be staged so that such term of unavailability is minimized. Therefore, the Sequence of Construction initiates with installing upland erosion control and then constructing the precast sections of the boat ramp slab to provide the maximum curing time before placement. The upland parking and sidewalk area would also be constructed during this phase. Once the initial phase of the project is complete, the Construction will move toward the water with installation of the floating turbidity barrier and removal of the existing dockage and pilings. It is expected that at this point, construction will limit public accessibility. The next stage in the Sequence of Construction prepares the boat ramp base by removing any necessary concrete material, placing filter fabric & gravel, and placing previously cast reinforced concrete boat ramp decks. Once complete, the remaining phase of casting the upper concrete ramp decks and approach can begin. The final stage of the Sequence of Construction will be installing sod to stabilize any remaining disturbed areas of the site.
- B. Architect/Engineer Identification: The Contract Documents, dated March 18, 2014, were prepared and assembled for the project by the Taylor County Engineering Division. Kenneth Dudley, P.E. is the Engineer of Record.
- C. The Contractor shall furnish all labor, tools, services and incidentals to complete all work required by these Contract Documents.

- D. The Contractor shall perform the work complete, in place, disinfected where applicable and ready for continuous service, and shall include repairs, replacements and restoration required as a result of damages caused during this construction.
- E. Furnish and install all materials, equipment and labor which is reasonably and properly inferable and necessary for the proper construction of the work, whether specifically indicated in the Contract Documents or not.

1.3 CONTRACT(S)

- A. Project will be constructed under a general construction contract.

1.4 SUBSTANTIAL COMPLETION

- A. The project will be considered substantially complete when all components of the project are complete, in operation and available for use by Owner.

1.5 WORK SEQUENCE

- A. The Work shall be conducted in multiple phases, as described on phasing drawings.
- B. All work performed under this contract 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, Contractor shall obtain written approval at least three days prior to scheduling of such work.
- C. The County's authorized representative shall be given no less than 48 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.
- D. The Contractor shall prepare and submit a maintenance of traffic plan consistent with the MUTCD (Part Six) prior to beginning any construction activities associated with this project. Such plan must be submitted to the County Engineering Division at the preconstruction conference for review prior to implementation. Deviations from the approved plan must be requested in writing and approved prior to implementation. Contractor shall post all needed warning signs for construction and will furnish the necessary flag persons and all other traffic safety devices as required by FDOT Index No. 600 Series of the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.

1.6 OWNER FURNISHED PRODUCTS

- A. Owner will furnish and install equipment as listed on Equipment Schedule.

1.7 ABBREVIATIONS AND REFERENCES

- A. Whenever reference is made to the furnishing of materials or testing thereof to conform to the standards of any technical society, organization or body, it shall be construed to mean the latest standard, code, specification or tentative specification adopted and published at the date of advertisement for bids, even though reference has been made to an earlier standard. The following list of specifications is hereby made a part of the Contract the same as if herein repeated in full. In the event of any conflict between any of these specifications, the latter shall govern. In the event that one of the following conflicts with another, the decision as to which shall govern will be decided by the Engineer, whose judgment will be final.
- B. Reference to a technical society, organization, or body may be in the Specifications by abbreviations, in accordance with the following list:

AASHTO	- The American Association of State Highway and Transportation Officials
ACI	- American Concrete Institute
AGA	- American Gas Association
AGMA	- American Gear Manufacturers Association
IEEE	- Institute of Electrical and Electronic Engineers
AISC	- American Institute of Steel Construction
AISI	- American Iron and Steel Institute
ANSI	- American National Standards Institute
API	- American Petroleum Institute
ASCE	- American Society of Civil Engineers
ASME	- American Society of Mechanical Engineers
ASTM	- American Society of Testing Materials
AWPA	- American Wood Preservation Association
AWS	- American Welding Society
AWWA	- American Water Works Association
FED SPEC	- Federal Specifications
CIPRA	- Cast Iron Pipe Research Association
DIPRA	- Ductile Iron Pipe Research Association
NCPI	- National Clay Pipe Institute
NEMA	- National Electrical Manufacturers Association
NFPA	- National Fire Protection Association
NEWWA	- New England Water Works Association
TCA	- Tile Council of America, Inc.
NEC	- National Electric Code
NLMA	- National Lumber Manufacturers Association
SAE	- Society of Automotive Engineers Standards
SHBI	- Steel Heating Boiler Institute
SBCC	- Standard Building Code Congress International, Inc.
FDOT/DOT	- Florida Department of Transportation
U.L., Inc.	- Underwriter's Laboratories, Inc.
OSHA	- Occupation Health and Safety Act
SSPC	- Steel Structures Painting Council

- C. When no reference is made to a code, standard, or specification, the standard specification of the AWWA, the ASTM, the ANSI, the IEEE, the FDOT or the NEMA shall govern.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01100

SECTION 01400 – QUALITY CONTROL SERVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections apply to work specified in this Section.

1.2 SUMMARY

- A. This section specifies administrative and procedural requirements for quality control services.
- B. Quality control services include inspections and tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by Architect/Engineer.
- C. Inspections and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
 - 1. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and test, cover production of standard products as well as customized fabrication and installation procedures.
 - 2. Inspections, tests and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
 - 3. Requirements for Contractor to provide quality control services required by the Architect/Engineer, Owner, or Authorities having jurisdiction are not limited by provision of this Section.

1.3 RESPONSIBILITIES

- A. Special Inspection (Threshold Inspection) as required by Chapters 471 and 553 of the Florida Statutes are not included in this section and are to be provided (if required) separately.
- B. CONTRACTOR'S RESPONSIBILITIES
 - 1. Contractor shall provide inspections, tests and similar quality control services, specified in the individual Specification Sections and required by Governing Authorities, except where they are specifically indicated to be Owner's responsibility, or are provided by another entity; these services include those specified to be performed by an independent

agency and not by Contractor. Costs for these services shall be included in the Contract Sum.

2. Contractor shall engage and pay for the services of an independent testing agency, acceptable to the Architect/Engineer, to perform specified design testing and certification testing services.
3. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Architect/Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
4. RETESTING
 - a. Contractor is responsible for retesting where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
 - b. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.

C. ASSOCIATED SERVICES

1. Contractor shall cooperate with agencies performing inspections or tests and provide auxiliary services as requested. Notify the agency in advance of operations to permit assignment of personnel. When tests or inspections cannot be performed after such notice, Contractor shall be solely responsible for laboratory personnel and travel expenses incurred due to Contractor's negligence. Auxiliary services include, but are not limited to:
 - a. Provide access to the Work and furnish incidental labor and facilities necessary to facilitate inspections and tests.
 - b. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing or assist the agency in taking samples.
 - c. Provide facilities for storage and curing of samples, and deliver samples to testing laboratories.
 - d. Provide the testing agency with the preliminary design mix proposed to be used for asphalt paving, concrete, and other material mixes which require control by the agency.

- e. Provide security and protection of samples and test equipment at the Project site.

D. OWNER'S RESPONSIBILITIES

1. Owner will provide inspections, tests and similar quality control services specified to be performed by independent agencies and not by Contractor, except where they are specifically indicated as the Contractor's responsibility or are provided by another identified entity. Costs for these services are not included in the Contract Sum.
2. Owner will employ and pay for the services of an independent agency, testing laboratory, or other qualified firm to perform services which are the Owner's responsibility.
 - a. Contractor shall cooperate with Owner's testing agency to facilitate the execution of its required services.
 - b. Unless otherwise agreed to in writing, Contractor shall not employ the entity engaged by the Owner for testing and inspection of the same portion of any part of the Work.

1.4 SUBMITTALS

A. REPORTS

1. Information on Reports: The testing agency shall submit certified written reports of all inspections and tests promptly and directly to the parties named below. All reports shall contain at least the following information:
 - a. Date of issue
 - b. Project Name
 - c. Testing Laboratory name, address phone number, and fax number
 - d. Name and signature of inspector
 - e. Date of location of samples and tests or inspections
 - f. Name of individuals performing the inspection or test
 - g. Designation of the Work and test method
 - h. Identification of product and Specification section
 - i. Complete inspection or test data
 - j. Test results and an interpretation of test results
 - k. Ambient conditions at the time of sample-taking and testing
 - l. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements
 - m. Name and signature of testing laboratory inspector or person reviewing results
 - n. Recommendations on retesting
2. Copies: The testing agency shall send certified copies of test and inspection reports to the following parties:
 - a. 2 copies to the Owner or his representative
 - b. 2 copies to the General Contractor
 - c. 1 copy to the Architect (if applicable)
 - d. 1 copy to the Engineer of responsibility

- e. 1 copy to the Supplier of the material tested

1.5 TESTING AGENCY

- A. Engage inspection and testing agencies which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and specialize in the type of inspections and tests required to be performed.
- B. LIMITATIONS OF AUTHORITY OF TESTING AGENCY
 - 1. Laboratory is not authorized to:
 - a. Release, revoke, alter or enlarge on requirements of Contract Documents
 - b. Approve or accept any portion of the Work
 - c. Perform any duties of the Contractor

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements for "Cutting and Patching."
- B. Protect construction exposed by or for quality control service activities, and protect repaired construction.
- C. Repair and protection is Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION 01400

SECTION 01600 – MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the Project.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section "Reference Standards and Definitions" specifies the applicability of industry standards to products specified.
 - 2. Division 1 Section "Submittals" specifies requirements for submittal of the Contractor's Construction Schedule and the Submittal Schedule.

1.3 DEFINITIONS

- A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties," "systems," "structure," "finishes," "accessories," and similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.
 - 1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 2. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature that is current as of the date of the Contract Documents.
 - 3. "Foreign Products," as distinguished from "domestic products," are items substantially manufactured (50 percent or more of value) outside the United States and its possessions. Products produced or supplied by entities substantially owned (more than 50 percent) by persons who are not citizens of, nor living within, the United States and its possessions are also considered to be foreign products.
 - 4. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.

5. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.
6. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
7. Manufacturer's Warranty: Prepared written warranty published by individual manufacturer for a particular product and specifically endorsed by Manufacturer to Owner.
8. Special Warranty: Written warranty required by or incorporated into the Contract Documents, whether to extend time limit provided by manufacturer's warranty or to provide more rights to owner.

1.4 SUBSTITUTIONS

- A. Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions." The following are not considered substitutions:
 1. Substitutions requested by Bidders during the bidding period, and accepted prior to award of Contract, are considered as included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
 2. Revisions to Contract Documents requested by the Owner or Architect/Engineer.
 3. Specified options of products and construction methods included in Contract Documents.
 4. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.5 SUBMITTALS

- A. Substitution Request Submittal: Requests for substitution will be considered if received within 30 days after commencement of the Work. Requests received more than 30 days after commencement of the Work may be considered or rejected at the discretion of the Owner and Architect/Engineer.
 1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for Change Order proposals.
 2. Identify the product, or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.

3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
 - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate Contractors that will become necessary to accommodate the proposed substitution.
 - b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
 - c. Product Data, including Drawings and descriptions of products, fabrication and installation procedures.
 - d. Samples, where applicable or requested.
 - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
 - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
 - g. The Contractor's certification that the proposed is equal-to or better in every respect to that required by the Contract Documents and is appropriate for the applications indicated.
 - h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
4. ARCHITECT'S/ENGINEER'S ACTION
 - a. Within one week of receipt of the request for substitution, the Architect/Engineer will request additional information or documentation necessary for evaluation of the request.
 - b. Within two weeks of receipt of the request, or one week of receipt of the additional information or documentation, which ever is later, the Architect/Engineer will notify the Contractor of acceptance or rejection of the proposed substitution. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name. Acceptance will be in the form of a Change Order.

1.6 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.

- B. Compatibility of Options: When the Contractor is given the option of selecting between 2 or more products or manufacturers for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
1. Each prime contractor is responsible for providing products and construction methods that are compatible with products and construction methods of other prime or separate contractors.
 2. If a dispute arises between prime contractors over concurrently selectable, but incompatible products, the Architect will determine which products shall be retained and which are incompatible and must be replaced.
- C. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products that will be exposed to view in occupied spaces or on the exterior.
1. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.
 2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
 - a. Name of product and manufacturer
 - b. Model and serial number
 - c. Capacity
 - d. Speed
 - e. Ratings

1.7 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, and loss, including theft.
1. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damages, or sensitive to deterioration, theft, and other losses; and to prevent overcrowding of construction spaces.
 2. Deliver products to the site in undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, and unpacking, protecting, and installing.
 3. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 4. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.

5. Store heavy materials away from the Project structures in a manner that will not endanger the supporting construction.
 6. Store products subject to damage by the elements above ground, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.
- B. All new installed materials shall be sealed from moisture penetration at the end of each day.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation. Discontinued items will not be accepted.
1. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
 2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- B. Product Selection Procedures: The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:
1. Proprietary Specification Requirements: Where specifications name only a single product or manufacturer, provide the product indicated. No substitutions will be permitted.
 2. Semiproprietary Specification Requirements: Where Specifications name two or more products or manufacturers, provide one of the products indicated. No substitutions will be permitted.
 - a. Where Specifications specify products or manufacturers by name, accompanied by the term "**or equal**" or "**or approved equal**," comply with the Contract Documents provisions concerning "substitutions" to obtain approval for use of an unnamed product.
 3. Nonproprietary Specifications: When Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product or manufacturer.
 4. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.

5. Performance Specification Requirements: Where Specifications require compliance with performance requirements only, and do not provide a list of acceptable products and/or manufacturers, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated.
 - a. Manufacturer's recommendations may be contained in published product literature or by the manufacturer's certification of performance.
6. Compliance with Standards, Codes, and Regulations: Where Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.
7. Visual Matching: Where Specifications require matching an established Sample (match existing), the Architect's/Engineer's decision will be final on whether a proposed product matches satisfactorily.
 - a. Where no product available within the specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another product category.
8. Visual Selection: Where specified product requirements include the phrase "...as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with specified requirements. The Architect/Engineer will select the color, pattern, and texture from the full available product line of that manufacturer with final approval from Owner. Any selections within the product line which are unavailable, no longer made or superseded by another should be so marked. The use of the word "standard" in this context is defined as all colors offered by a manufacturer in their published literature and would not include the creation of a specially mixed color for this specific project not typically available.

2.2 PRODUCT SUBSTITUTIONS

- A. Conditions: Contractor's substitution request will be received and considered by the Architect/Engineer when one or more of the following conditions are satisfied, as determined by the Architect/Engineer; otherwise requests will be returned without action except to record noncompliance with these requirements.
 1. Extensive revisions to Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of Contract Documents.
 3. The request is timely, fully documented and properly submitted.
 4. The request is directly related to an "or approved equal" clause or similar language in the Contract Documents.

5. The specified product or method of construction cannot be provided within the Contract Time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
 6. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Additional responsibilities for the Owner may include additional compensation to the Architect/Engineer for redesign and evaluation services, increased cost of other construction by the Owner or separate contractors, and similar considerations.
 7. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the incompatibility.
 9. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
 10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
- B. The Contractor's submittal and Architect's/Engineer's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
- B. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01600

SECTION 01700 – CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures
 - 2. Project Record Document submittal
 - 3. Operation and Maintenance manual submittal
 - 4. Submittal of Warranties
 - 5. Instruction of Owner's personnel
 - 6. Final cleaning
 - 7. Final survey submittal
- B. Related Sections include the following:
 - 1. Division 1 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 3. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 4. Division 1 Section "Warranties and Bonds" for warranty and bond requirements.
 - 5. Divisions 2 through 16 Sections for specific closeout and special cleaning requirements for products of those Sections.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.

3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Obtain and submit releases permitting Owner unrestricted use of the Work access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 5. Prepare and submit Project Record Documents, Operation and Maintenance Manuals, Final Completion, construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 8. Complete startup testing of systems and instruction of Owner's operation and maintenance personnel.
 9. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 11. Submit test/adjust/balance records.
 12. Advise Owner of changeover in heat and other utilities.
 13. Complete final cleaning requirements, including touchup painting.
 14. Touchup and otherwise repair and restore marred exposed finishes to eliminate visual effects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect/Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect/Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect/Engineer, that must be completed or corrected before certificate will be issued.
1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 - a. If necessary, reinspection will be repeated. Payment for the cost of services from the Architect/Engineer for reinspection beyond one (1) reinspection at Substantial Completion will be the responsibility of the Contractor. Payment for these services will be deducted from final payment at a cost equal to actual effort

involved times the Architect(s)/Engineer(s) current billing rates plus 110% of all expenses.

2. Results of completed inspection will form the basis or requirements for Final Completion.

1.4 FINAL INSPECTION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
2. Submit copy of Architect's/Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect/Engineer. The copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit consent of surety to final payment.
4. Submit a final liquidated damages settlement statement.
5. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
6. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

- B. Reinspection Procedure: The Architect/Engineer will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Architect/Engineer.

1. Upon completion of reinspection, the Architect/Engineer will prepare a certificate of final acceptance. If the Work is incomplete, the Architect/Engineer will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
2. If necessary, reinspection will be repeated. Payment for the cost of services from the Architect/Engineer for reinspection beyond one (1) Final Inspection will be the responsibility of the Contractor. Payment for these services will be deducted from final payment at a cost equal to the actual effort involved times the Architect(s)/Engineer(s) current billing rates plus 110% of all expenses.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit one copy of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, using room number from architectural plans. Group by floor.
 - 2. Organize items applying for each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Include the following information at the top of each page:
 - a. Project Name
 - b. Date
 - c. Room Number

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect/Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2 x 11 inch paper.
 - 2. Provide heavy paper dividers with plastic covered tabs for each separate warranty. Mark tab to identify the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.7 RECORD DOCUMENT SUBMITTALS

- A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Architect's/Engineer's reference during normal working hours.
- B. Record Drawings: Maintain a clean, undamaged set of reproducible mylar sepia, and AutoCad drawings (AutoCad version 2005 or later) of the Contract Drawings and Shop Drawings.

Update these documents (sepias and AutoCad files) to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.
 2. Mark new information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings.
 3. Note related change-order numbers where applicable.
 4. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.
- C. Record Product Data: Maintain one copy of each Product Data submittal. Note related Change Orders and markup of record drawings and Specifications.
1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.
 2. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.
 3. Upon completion of markup, submit complete set of record Product Data to the Architect/Engineer for the Owner's records.
- D. Record Sample Submitted: Immediately prior to Substantial Completion, the Contractor shall meet with the Architect/Engineer and the Owner's personnel at the Project Site to determine which Samples are to be transmitted to the Owner for record purposes. Comply with the Owner's instructions regarding delivery to the Owner's Sample storage area.
- E. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to the Architect/Engineer for the Owner's records.
- F. Final Survey: Prepare and submit a Final Survey of all improvements.
- G. Maintenance Manuals: Organize operation and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-inch, 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:
1. Emergency instructions
 2. Spare parts list

3. Copies of warranties
4. Wiring diagrams
5. Recommended "turn-around" cycles
6. Inspection procedures
7. Shop Drawings and Product Data
8. Fixture lamping schedule
9. Submit a separate binder with an overall maintenance schedule with routine maintenance requirements identified starting at Substantial Completion and key referenced to specific maintenance procedures and instructions.

An overall maintenance schedule shall be prepared and submitted including all finish materials, equipment and all operating components of the facility. Organize this schedule by Specification Division and include weekly, monthly, and yearly maintenance requirements. Include a reference to where maintenance procedures are located within the manuals providing for each routine service requirement. Extract a specific maintenance schedule for each individual manual provided and place this schedule in the front of each manual.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 1. Provide instructors experiences in operation and maintenance procedures.
 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each session.
 3. Schedule training with Owner with at least seven days advance notice.
 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
- B. Program Structure: Develop an instruction program that individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each module, develop a learning objective and teaching outline. Include instruction for the following:

1. System design and operational philosophy
2. Review of documentation
3. Operations
4. Adjustments
5. Troubleshooting
6. Maintenance
7. Repair

3.2 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and Local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste materials, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.

- j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Touch up and otherwise repair and restore, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - m. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - n. Replace parts subject to unusual operating conditions.
 - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - q. Clean ducts, blowers, and coils if unit were operated without filters during construction.
 - r. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - s. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01700

SECTION 01720 -PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Maintain a complete and accurate log of control and survey work on site as work progresses.
- B. Throughout the Project duration maintain, on site, one set of the following record documents; record actual revisions to the work:
 - 1. Contract Drawings
 - 2. Electronic AutoCAD drawing files for Contract Drawing and Shop Drawings
 - 3. Project Specifications
 - 4. Addenda
 - 5. Change Orders and other modifications to the Contract Drawings
 - 6. Reviewed and approved shop drawings, product data, and samples
 - 7. Written interpretations and clarifications
 - 8. Field orders or written directives or instructions
 - 9. Field test reports
 - 10. Construction photographs

1.2 RELATED REQUIREMENTS

- A. Section 01050: Field Engineering.
- B. Section 01340: Shop Drawings, Working Drawings and Samples.
- C. Section 01380: Construction Photographs.

1.3 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide locked cabinet or secure storage space for storage samples.
- B. File documents and samples in accordance with CSI/CSC format.
- C. Maintain documents in a clean, dry, legible condition and in good condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Engineer.
- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Architect/Engineer and Owner.

1.4 MARKING DEVICES

- A. Provide felt tip marking pens for recording information in the color code designated by the Architect/Engineer.

1.5 RECORDING

- A. Label each document "PROJECT RECORD" in neat large printed letters.
- B. Record information concurrently with construction progress.
 - 1. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual consideration:
 - 1. Depth of various elements of foundation in relation to finish first floor datum
 - 2. All underground piping with elevations and dimensions. Changes to piping location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe material, class, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure
 - 4. Field changes of dimension and detail
 - 5. Changes made by Field Order or by Change Order
 - 6. Details not on original contract drawings
 - 7. Equipment and piping relocations
 - 8. Major architectural and structural changes including relocation of doors, windows, etc.
 - 9. Architectural schedule changes according to Contractor's records and shop drawings
 - 10. Bronze tablet plaque revisions according to actual installation
 - 11. With reference to electrical work the exact routing of conduit runs shall be shown on these drawings.
 - 12. Prior to contract closeout, this data shall be recorded to scale, by a competent draftsman on AutoCAD contract drawings. The AutoCAD drawings will be furnished to the Contractor by the Architect/Engineer, but the cost shall be borne by the Contractor. Where changes are to be recorded, the AutoCAD drawings will be re-named and changes made and marked "As-Built." Where the work was installed exactly as shown on the contract drawings the AutoCAD drawings shall not be disturbed other than being marked "As-Built." In showing the changes the same legend shall be used to identify stormwater structure, piping etc., as was used on the contract drawings. The Contractor shall review and sign the approved As-Built drawings and ascertain that all data furnished on the

drawings are accurate and truly represent the work as actually installed. The AutoCAD drawings including those unchanged and changed shall be submitted to the Architect/Engineer when completed, together with two sets of "As-Built" prints and an electronic copy burned to a CD for review and forwarding to the Owner.

D. Specifications and Addenda: Legibly mark each Section to record:

1. Manufacturer, trade name, catalog number, and Supplier of each Product and items of equipment actually installed.
2. Changes made by Field Order or by Change Order.

E. Shop Drawings (after final review and approval):

1. One set of record shop drawings for each process equipment, piping, (including casings) electrical system and instrumentation system.

F. Certified site survey and line elevations and stationing at 10 foot increments per Section 01050 by a Registered Land Surveyor.

1.6 SUBMITTAL

A. At Contract close-out, deliver Record Documents to the Engineer for the Owner.

B. Accompany submittal with transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. Contractor's name and address
4. Title and number of each Record Document
5. Signature of Contractor or his authorized representative

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01720

SECTION 02010 - STORM WATER POLLUTION PREVENTION PLAN

Project:

Williams Fish Camp Landing (Mandalay Boat Ramp)
Fish Camp Road
Taylor County, Florida

Owner:

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

Table of Contents

I.	Site Description	2
II.	General Conditions	2
III.	Controls	3
IV.	Other Controls	5
V.	Compliance with Federal, State and Local Regulations	6
VI.	Maintenance Inspection Procedures	7
VII.	Spill Prevention Control and Countermeasures (SPCC) Plan	8
VIII.	Owner Certification	11
IX.	Contractor Certification	11
Appendix A	Inspection and Maintenance Report Forms	
Appendix B	Notice of Intent (NOI) Form	
Appendix C	Notice of Termination (NOT) Form	

PART 1 -

1.1 SITE DESCRIPTION

A. Project Name and Location:

Williams Fish Camp Landing (Mandalay Boat Ramp)
Fish Camp Road
Taylor County, Florida

B. Owner Name and Address:

Taylor County Board of County Commissioners
108 North Jefferson St., Suite 102, Perry, FL 32347
Perry, Florida 32347

C. The intent of this contract is to secure all labor and equipment required for the Williams Fish Camp Landing (Mandalay Boat Ramp) project in Taylor County, Florida. This project includes clearing and grubbing, removal of existing floating docks and gangways, construction of boat ramp, installation and re-alignment of docks and gangways, and ADA accessible parking and sidewalk as more fully detailed in the project plans and specifications. It is recommended that all ramp construction activities water ward of the mean high water line be performed during lowest tides possible. The following is a proposed construction sequence concerning sedimentation and erosion control.

1. ~~Installing stabilized construction entrances and exits~~
2. Perimeter and other erosion and sediment controls as shown on the plan
3. Clearing and grubbing, removal of existing docks and gangways
4. Rough grading
5. ~~Installation of stormwater retention pond~~
6. ~~Installation of storm sewer pipes and inlets~~
7. ~~Installation of utilities~~
8. Construction of Boat Ramp, Docks & Gangways, ADA Accessible Parking and Sidewalk
9. Final grading
10. Preparation for final landscape planting & sodding

1.2 NAME OF RECEIVING WATERS

A. Aucilla River, Gulf of Mexico

1.3 GENERAL

A. Scope

1. This section covers the stormwater management practices that the Contractor shall employ in accordance with the Environmental Resource Permit (ERP) permit governing

storm water discharges during construction and in accordance with erosion control practices specified in other sections.

2. The Owner has petitioned the Florida Department of Environmental Protection (FDEP) for the stormwater discharges during construction at this site to be covered by the ERP for Construction Activity. A Notice of Intent (NOI) to be covered under this permit has been filed by the Owner. The Contractor is required to file a separate NOI at least forty-eight (48) hours prior to any earth disturbing activities.
3. The Contractor shall manage the discharge of stormwater from the site in accordance with the ERP and this document. The Contractor shall be responsible for conducting the stormwater management practices in accordance with the permit. The Contractor shall be responsible for any enforcement action taken or imposed by Federal or State agencies, including the cost of fine, construction delays, and remedial actions resulting from the Contractor's failure to comply with the permit provisions.
4. The Contractor shall monitor the suitability of the designated management practices to achieve the stormwater quality provisions of the permit, and shall notify the Owner of the need to change management practices. If changes are ordered by the Owner, an adjustment in Contractor's fee shall be considered in accordance with the General Conditions. However, the Contractor's failure to monitor or report deficiencies to the Owner will result in the Contractor being liable for fines and construction delays from any Federal or State agency enforcement action.

1.4 EROSION AND SEDIMENT CONTROLS

A. Stabilization practices for this site include:

1. Land clearing activities shall be done only in areas where earthwork will be performed and shall progress as earthwork is needed.
2. Temporary seeding of all areas for which soil-disturbing activities have temporarily ceased for a period of more than 21 days will be commenced by the 14th day.
3. Permanent sodding and planting for vegetative establishment of all unpaved areas within 7 days where construction activities have permanently ceased.

B. Structural practices for this site include:

1. Silt fence
2. Floating Turbidity Barrier
3. ~~Inlet protection and outlet protection~~
4. ~~Stormwater retention ponds~~
5. ~~Storm sewer~~

C. Sequence of Major Activities

- D. The general contractor will be responsible for implementing the following erosion control and stormwater management. The general contractor may designate these tasks to certain

subcontractors as he sees fit, but the ultimate responsibility for implementing these controls and ensuring their proper functioning remains with the general contractor.

1.5 CONSTRUCTION SEQUENCE

- A. Post all applicable permit placards. The permit placards shall not be nailed to trees
- B. Construct, Install and Operate the approved Maintenance of Traffic Plan
- C. Flag or stake the proposed limits of clearing prior to demolition commencement
- D. Construct tree barricades or fences around protected trees in the vicinity of any vehicular traffic or proposed construction areas
- E. Designate vehicular pathways within the limits of the site
- F. Designate employee parking areas, materials storage areas, and topsoil storage areas
- G. Designate refueling areas away from the water bodies or watercourses onsite
- H. Construct sedimentation control devices. Construct tree barricades continuous along limits of clearing except where silt fence defines limits
- I. Secure approval to commence construction from Architect/Engineer/Owner Representative
- J. Install Erosion Control - Silt Fencing
- K. Pour Precast Reinforced Concrete Ramp Decks
- L. Clear & Grub Areas for ADA Parking & Sidewalks
- M. Relocate Signs & Amenities & Construct Concrete ADA Parking Stall
- N. Construct Sidewalks, Signage and Striping and Fencing
- O. Stabilize Site and Vegetate Disturbed Areas with Performance Turf, Sod
- P. Install Erosion Control – Floating Turbidity Barrier
- Q. Demo and Remove Existing Docks, Abutments, Gangway and Pilings
- R. Install New Pilings for Floating Dock & Gangways
- S. Construct Concrete Abutment and Install New Gangways and Relocated Floating Dock
- T. Grade, Prepare and Install Boat Ramp Base (filter fabric, gravel, concrete removal, etc.)
- U. Install Precast Reinforced Concrete Ramp Decks
- V. Install Upper Cast-in-Place Boat Ramp Decks and Approach

- W. Complete Stabilization of Site and Vegetate all Disturbed Areas with Performance Turf, Sod.

1.6 OTHER CONTROLS

A. Waste Disposal

1. In Section 104 of the Erosion Control Plan, the Contractor shall describe the proposed procedure to comply with applicable state and local regulations for waste disposal, sanitary sewer and septic systems. All waste materials will be collected and stored in accordance with all local and state solid waste management regulations.

B. Sanitary Waste

1. All sanitary waste will be collected from the portable units a minimum of three times per week by a licensed portable facility provider in complete compliance with local and state regulation.

C. Off-Site Vehicle Tracking and Dust Control

1. ~~A stabilized construction exit shall be provided to help reduce tracking of sediments. The paved street adjacent to the site entrance shall be inspected daily and swept as necessary to remove any excess mud, dirt, or rock tracked from the site.~~ Dump trucks hauling material from the construction site shall be covered with a tarpaulin. Remove excess dirt from roads daily. ~~Stabilize construction entrances according to FDOT Design Standard 106. Use roadway sweepers during dust generating activities such as milling, excavation, and resurfacing operations. The job site superintendent shall be responsible for seeing that these procedures are as followed.~~

D. Concrete Waste From Concrete Trucks

1. Emptying of excess concrete and/or washout from concrete delivery trucks will not be allowed on the job site. If such excess concrete and/or washout residue is found on the job site it shall be cleaned up immediately and not allowed to come in contact with storm water discharges.
2. This residue will be disposed of in accordance with Part VII of this plan and all applicable state and federal regulations. The job site superintendent is responsible for seeing that these procedures are followed.

E. Hazardous Substances and Hazardous Waste

1. All hazardous waste materials shall be disposed of in the manner specified by local, state, and/or federal regulations and by the manufacturer of such products. Site personnel will be instructed in these practices by the job site superintendent, who will also be responsible for seeing that these practices are followed. Material Safety Data Sheets (MSDS's) for each substance with hazardous properties that is used on the job site will be obtained and used for the proper management of potential wastes that may result from these products. An MSDS will be posted in the immediate area where such product is stored and/or used and another copy of each MSDS will be maintained in the SWPPP file at the job site construction trailer office. Each employee who must handle a substance

with hazardous properties will be instructed on the use of MSDS sheets and the specific information in the applicable MSDS for the product he/she is using, particularly regarding spill control techniques.

2. The contractor will implement the Spill Prevention Control and Countermeasures (SPCC) Plan found within this SWPPP and will train all personnel in the proper cleanup and handling of spilled materials. No spilled hazardous materials or hazardous wastes will be allowed to come in contact with storm water discharges. If such contact occurs, the storm water discharge will be contained on site until appropriate measures in compliance with state and federal regulations are taken to dispose of such contaminated storm water. It shall be the responsibility of the job site superintendent to properly train all personnel in the use of the SPCC plan.
3. Any spills of hazardous materials which are in quantities in excess of Reportable Quantities as deemed by EPA regulations shall be immediately reported to the EPS National Response Center 1-800-424-8802.
4. In order to minimize the potential for a spill of hazardous materials to come into contact with stormwater the following steps will be implemented:
 - a. All materials with hazardous properties (such as pesticides, petroleum products, fertilizers, detergents, construction chemicals, acids, paints, paint solvents, cleaning solvents, additives for soil stabilization, concrete curing compounds and additives, etc.) will be stored in source in a secure location, under cover, when not in use.
 - b. The minimum practical quantity of all such materials will be kept on the job site.
 - c. A spill control and containment kit (containing, for example, absorbent such as kitty litter or sawdust, acid neutralizing powder, brooms, dust pans, mops, rags, gloves, goggles, plastic and metal trash containers, etc.) will be provided at the storage site.
 - d. All of the products in a container will be used before the container is disposed of.
 - e. All products will be used in strict compliance with instructions on the product label.
 - f. The disposal of excess or used products will be in strict compliance with instructions on the product label.

1.7 CONTAMINATED SOILS

- A. Any contaminated soils (resulting from spills of materials with hazardous properties) which may result from construction activities will be contained and cleaned up immediately in accordance with the procedures given in the Spill Prevention Control and Countermeasures (SPCC) Plan and in accordance with applicable state and federal regulations.
- B. The job site superintendent will be responsible for seeing that these procedures are followed.

1.8 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS

- A. Contractor will obtain copies of any and all local and state regulations which are applicable to storm management and pollution minimization at this job site and will comply fully with such regulations. The contractor will submit written evidence of such compliance if requested by the Owner or any agent of a regulatory body. Contractor will comply with all conditions of the ERP for Construction Activities, including the conditions related to maintaining the SWPPP and evidence of compliance with the SWPPP at the job site and allowing regulatory personnel access to the job site and to records in order to determine compliance.
- B. Owner has petitioned the appropriate regulatory agencies for authorization and recommended measures needed in dealing with endangered species located on the site.

1.9 MAINTENANCE INSPECTION PROCEDURES

- A. Erosion and Sediment Control Maintenance and Inspection Practices
- B. The following is a list of erosion and sediment controls to be used on this site during construction practice.
 - 1. Stabilization practices for this site include:
 - a. Temporary seeding
 - b. Permanent sodding ~~and seeding (Performance Turf, Sod & Performance Turf)~~
 - 2. Structural practices for this site include:
 - a. ~~Stabilized construction exit(s).~~
 - b. Silt fence in accordance with Design Standard 102 and related Specifications.
 - c. Floating Turbidity Barrier.
 - d. ~~Stormwater Detention Ponds.~~
 - e. Synthetic Bales shall be in accordance with the Standard Index 102 and Specification 104.
 - f. Synthetic Bale ditch blocks shall be placed immediately upstream (10 ft or less) of all side drains in disturbed areas.
 - g. Synthetic Bale ditch blocks parallel to the roadway along ditches shall be supplemented with additional Synthetic bales if additional seasonal wet areas have been encountered during construction.
 - h. Synthetic Bales or ditch block shall be placed every 250 ft along roadside ditched in disturbed areas.
 - i. Permanent: Sod, seed, and mulch.

3. The following inspection and maintenance practices will be used to maintain erosion and sediment controls.
 - a. All control measures will be inspected at least once each week and following any storm event of 0.25 inches of rainfall.
 - b. All measures shall be maintained in good working order. If repairs are found to be necessary, they must be initiated within 7 days of report.
 - c. Built up sediment shall be removed from silt fencing when it has reached one-third the height of the fence.
 - d. Silt fences will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are securely in the ground.
 - e. Temporary and permanent seeding will be inspected for bare spots, washouts and healthy growth.
 - f. A maintenance inspection report will be made after each inspection.
 - g. The job site superintendent will be responsible for selecting the individuals who will be responsible for these inspections, maintenance and repair activities, and filling out inspection and maintenance reports.
 - h. Personnel selected for the inspection and maintenance responsibilities will receive training from the job site superintendent. They will be trained in all inspection and maintenance practices necessary for keeping the erosion and sediment controls that are used onsite in good working order.
 - i. Inspectors shall complete the forms provided in Appendix A when performing all inspections.

1.10 SPILL PREVENTION CONTROL AND COUNTERMEASURE (SPCC) PLAN

A. MATERIALS COVERED

- B. The following materials or substances with known hazardous properties are expected to be present onsite during construction:

Concrete	Cleaning solvents
Detergents	Petroleum based products
Paints	Pesticides
Paint Solvents	Acids
Fertilizers	Concrete additives
Soil Stabilization activities	

C. MATERIAL MANAGEMENT PRACTICES

1. The following are the material management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to storm water runoff.

D. GOOD HOUSEKEEPING

1. The following good housekeeping practices will be followed onsite during the construction project:
 - a. An effort will be made to store only enough products required to do the job.
 - b. All materials stored onsite will be stored in a neat, orderly manner and, if possible, under a roof or other enclosure.
 - c. Products will be kept in their original containers with the original manufacturer's label in legible condition.
 - d. Substances will not be mixed with one another unless recommended by the manufacturer.
 - e. Whenever possible, all of a product must be used up before disposing of the container.
 - f. Manufacturer's recommendations for proper use and disposal must be followed.
 - g. The job site superintendent shall be responsible for ensuring proper use and disposal of materials.

E. HAZARDOUS PRODUCTS

1. These practices shall be used to reduce the risks associated with hazardous materials:
 - a. Products must be kept in original containers with the original labels in legible condition.
 - b. Original labels and material safety data sheets (MSDS's) must be procured and used for each material.
 - c. Product containers and any surplus product must be disposed of per manufacturer's or local/state/federal government recommended methods.
 - d. A spill control aid containment kit (containing, for example, absorbent such as kitty litter or sawdust, acid neutralizing powder, brooms, dust pans, mops, rags, gloves, goggles, plastic and metal trash containers, etc.) shall be provided at the storage site.

F. PRODUCT SPECIFIC PRACTICES

1. The following product specific practices will be followed on the job site:

G. PETROLEUM PRODUCTS

1. All onsite vehicles shall be monitored for leaks and receive regular preventative maintenance to reduce the chance of leakage. Petroleum products must be stored in tightly sealed containers, which are clearly labeled. Any petroleum storage tanks used on site will be installed per all appropriate local/state/federal regulations. Any asphalt substances used onsite shall be applied according to the manufacturer's recommendations.

H. FERTILIZERS

1. Fertilizers will be applied only in the minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked in the soil to limit exposure to storm water. Storage will be worked in the soil to limit exposure to storm water. Storage will be in a covered shed. The contents of any partially used bags or fertilizer must be transferred to a sealable plastic bin to avoid spills.
2. In Section 104 of the Erosion Control Plan, the Contractor shall describe the procedures for applying fertilizers and pesticides. The proposed procedures shall comply with applicable subsections of either section 570 or 577 of the FDOT specifications.

I. PAINTS, PAINT SOLVENTS, AND CLEANING SOLVENTS

1. All containers shall be tightly sealed and stored when not in use. Excess paint and solvents will not be discharged to the storm sewer system but will be properly disposed of according to manufacturer's instructions or state and federal regulations.
2. Concrete trucks will not be allowed to wash out or discharge surplus concrete or drum wash water on the site.

J. SPILL PREVENTION PLAN

1. Manufacturer's recommended methods for spill cleanup will be clearly posted and site personnel will be trained regarding these procedures and the location of the information and cleanup.
2. Materials and equipment necessary for spill cleanup will be kept in the material storage area onsite in the spill control and containment kit (containing, for example, absorbent such as kitty litter or sawdust, acid neutralizing powder, brooms, dust pans, mops, rags, gloves, goggles, plastic and metal trash containers, etc.)
3. All spills shall be cleaned up immediately after discovery.
4. Spills of toxic or hazardous materials shall be reported to the appropriate federal, state, and/or local government agency, regardless of the size of the spill. Spills of amounts that exceed Reportable Quantities of certain substances specifically mentioned in federal regulations (40 CFR 302 list and oil) shall be immediately reported to the EPA National Response Center, telephone 1-800-424-8802. Reportable Quantities of some substances which may be used at the job site are as follows:

Oil-appearance of a film or sheen on water
Pesticides usually 1 lb.
Acids 5000 lb.

Solvents, flammable 100 gal.

1.11 OWNER CERTIFICATION

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including possibility of fine and imprisonment for knowing violations."

Signed: _____

Position: _____

Printed Name: _____

Date: _____

1.12 CONTRACTOR'S CERTIFICATION

“I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the stormwater discharges associated with industrial activity from the construction site identified as part of this certification. Further, by my signature, I understand that I am becoming a co-permittee, along with the owners(s) and other contractors and subcontractors signing such certifications, to the general NPDES stormwater permit for the stormwater discharges associated with industrial activity from the identified site. As a co-permittee, I understand that I, and my company, are legally required under the Clean Water Act, to ensure compliance with the terms and conditions for the Storm Water Pollution Prevention Plan (SWPPP) developed under the NPDES storm water permit and the terms of the NPDES storm water permit.”

Signature:

Company Name:

Responsible For:

This image shows a single sheet of white paper with horizontal blue lines, resembling notebook paper. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

SECTION 02050 - DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SCOPE OF WORK

- A. The work includes demolition and removal of all materials and debris at proposed project site. Materials resulting from demolition work shall become the property of the Contractor and shall be removed from the limits of the property and disposed of in a manner which is legal and in accordance with local codes.

1.3 PROTECTION

- A. Protect contiguous and nearby structures from danger by temporary covers, shoring, bracing, and supports. Repair or replace items damaged during the performance of the work at no expense to Owner.
- B. Where pedestrian or vehicle driver safety is endangered in the area of the demolition and removal work, erect barricades with flashing lights. Provide flagmen for traffic control, if required.
- C. Contractor's insurance shall specifically hold harmless the owner of the property from all claims arising from the demolition work. Contractor shall procure and shall maintain during the life of this Contract, "Worker's Compensation Insurance" as required by State and Federal law. In addition, Contractor shall procure and shall maintain during the life of this Contract, "Contractor's Public Liability and Property Damages Insurance and Vehicle Liability Insurance" in an amount of not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 on account of one accident, and "Contractor's Property Damage Insurance" in an amount of not less than \$1,000,000.

1.4 SUBMITTAL

- A. Contractor shall furnish Owner with Certificates of Insurance showing the type, amount, class of operations covered, effective dates, and date of expiration of policies for both the Contractor and his/her subcontractors.
- B. Contractor shall prepare a detailed description and schedule of the proposed procedure to accomplish the demolition and removal of demolished materials and debris and shall submit such description to Owner for approval before commencing work. The procedure shall provide for careful removal and disposition of material specified to be salvaged, coordination with other work in progress, and a disconnection schedule of utility services. The procedures shall include

a detailed description of the methods and equipment to be used for each operation, and the proposed sequence of operation.

1.5 EXPLOSIVES

- A. Use of explosives shall not be permitted.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PREPARATION

- A. Disconnection of utility services as required shall be coordinated with the Agency responsible for the service before the start of work.

3.2 DEMOLITION

- A. Unless noted otherwise, the entire structure shall be demolished including concrete pilings, foundations, utilities, basement, etc.
- B. When utility lines are encountered, Contractor shall contact the respective utility owner/operator to arrange for removal or relocation as necessary.
- C. Salvage materials shall be removed from Owner's property daily. Materials of value shall not be sold at the project site. All materials shall be fully and completely removed. No materials shall be buried within the project limits.
- D. Debris and rubbish shall be removed and transported in a manner that will prevent spillage on the streets or adjacent properties. All regulations and fees for disposal are the responsibility of Contractor.

3.3 RESTORATION OF SITE

- A. After the demolition is complete, Contractor shall ensure that all trash and debris resulting from the demolition activities have been removed and the area thoroughly policed for litter.
- B. If Owner does not request that additional fill dirt be brought in, then Contractor shall grade the area as smooth and level as possible. The area shall then be seeded & mulched in accordance with these specifications and/or local requirements.
- C. If Owner does request that additional fill dirt be brought in, then Contractor shall bring in the required quantity of select fill dirt and compact and test the backfill in accordance with Section 02200, Earthwork. The area shall then be graded smooth and level and seeded & mulched.

END OF SECTION 02050

SECTION 02100 - SITE PREPARATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes but is not limited to the following:
 - 1. Excavating, filling, grading, testing, and the related items necessary to complete the work indicated on the Drawings and described in these Specifications.
- B. Related Sections include the following:
 - 1. Section 02200: Earthwork

1.3 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Except for materials indicated to be stockpiled or to remain Owner's property, cleared materials shall become Contractor's property and shall be removed from the site.

PART 3 - EXECUTION

3.1 SITE EXAMINATION

- A. Contractor shall examine the site and compare conditions of those called for on the Drawings and in these Specifications with existing site conditions. Failure on the part of the Contractor to so inform himself, prior to the submission of a bid, will not relieve him of the responsibility of completing the work in full accordance with the requirements of the Drawings and these Specifications.

3.2 MONUMENTS

- A. The Contractor shall verify the location of and protect and maintain all existing survey monuments, markers, and other reference points. When damaged during construction, the Contractor shall replace the damaged or destroyed monuments prior to completion.

3.3 EROSION CONTROL

- A. Provide and install all required erosion control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.4 TREES

- A. All trees 8 inches in diameter and over, and not in direct conflict with buildings, paving, wastewater or water installations shall be adequately protected by temporary barriers at the drip line of the trees to prevent damage. Barriers shall be properly maintained during the life of the project and shall be removed upon completion.
- B. The Contractor shall remove all trees within 15 feet of buildings or pipe trenches, unless otherwise instructed by the Architect/Engineer.
- C. Do not store construction materials, debris, or excavated material within the drip line of protected trees.
- D. Repair or replace, at no expense to Owner, any trees or vegetation indicated to remain that are damaged by construction activities, in a manner approved by the Architect/Engineer.

3.5 SAFETY PRECAUTIONS

- A. The Contractor shall take all precautions reasonably necessary for the protection of the work and any persons whose injury might otherwise result from access to the work.

3.6 LAYOUT WORK

- A. The Contractor shall verify all elevations, dimensions, and control points before actual construction is begun.
 - 1. Any discrepancies which will affect the work or its costs shall be brought to the attention of the Architect/Engineer for clarification or correction before actual construction is begun.

3.7 CLEARING AND STRIPPING

- A. Remove existing above and below grade improvements as indicated and as necessary to facilitate new construction.
- B. Remove slabs, paving curbs, gutters, and aggregate base as indicated.
 - 1. Unless an existing full-depth joint coincides with the line of demolition, neatly saw-cut length of existing pavement to remain before removing existing pavement. Faces shall be vertically saw-cut.
- C. BUILDING AREA
 - 1. The subgrade under the proposed building shall be stripped of all organic sand, roots, or other deleterious material. Stripping shall be to a five (5) foot perimeter around the building, and to a depth of 6" minimum below existing grade.
- D. PAVING AREA
 - 1. Strip topsoil debris, brush, vegetation, and organic matter to an average depth of twenty-four (24) inches from the area covered by pavement or roadway and to a minimum of two (2) feet beyond the edges of pavement, or the property lines.

3.8 GRUBBING

- A. Completely remove all stumps, roots, obstructions and debris within the limits of construction to a depth of 18 inches below footings.
- B. Cut minor roots and branches of trees indicated to remain in a clean and careful manner where such roots and branches obstruct installation of new construction.
- C. Depressions made by clearing and grubbing shall be filled with clean satisfactory fill material and compacted level to a density equal to adjacent original ground.

3.9 DISPOSAL

- A. Contractor shall remove from the construction site at his own expense, all materials not suitable, in the opinion of the Architect/Engineer, for grading or fill material, obstructions, demolished materials, and waste materials, including trash and debris, and legally dispose of them off-site of Owner's property.

3.10 STABILIZING

- A. PARKING AND ROADWAY SUBGRADE
 - 1. Subgrade shall be stabilized in accordance with Section 160 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Latest Edition.

Bearing value shall be to an LBR of 40 and shall be determined by the Limerock Bearing Ratio Method, Test Method D of AASHTO T 180.

3.11 TESTS

- A. Limerock Bearing Ratio Tests shall be performed on the subgrade by the Testing Laboratory at a rate to be determined by the Architect/Engineer, but not less than one test per 10,000 S.F. of roadway area. Roadway area shall include all asphalt paved areas, including parking areas. Compaction of the subgrade and placement of the base shall not proceed until satisfactory test results are delivered to the Architect/Engineer.
- B. Test of compacted fill material shall be performed by a commercial testing laboratory approved by the Architect/Engineer, using the Modified Standard Proctor Density Test procedures unless otherwise noted in these Specifications. Soil samples suitable for laboratory tests shall be secured by the testing laboratory.

3.12 BUILDING AREA COMPACTION

- A. After clearing and stripping, as outlined in SECTION 02 150.4.1 of these Specifications, the following shall be done:
 - 1. The construction limits shall be proof-rolled with a heavily loaded rubber-tired vehicle. The purpose of this proof-rolling is to help locate any zones of especially loose, soft, or otherwise unacceptable soil materials not encountered in the soil test borings. Such zones shall then be undercut or otherwise treated as recommended by the Architect/Engineer.
 - 2. When the proof-rolling and treatment excavations are complete, the site should be proof-compacted with three to four lapped passes in each direction with a light to medium weight vibratory compactor (RAYGO 300 Series, for example). When proof compaction is complete, the site shall be filled to grade as required. Proof compaction shall continue until the subgrade has reached 95% of the Modified Proctor Maximum Density (ASTM D-1551).
 - 3. Additional fill, if required, shall be clean approved sand with less than 10% soil fines (passing the No. 200 sieve). All fill shall be placed in uniform 12 inch loose lifts. Each lift shall be saturated and compacted to a density not less than 95% of the maximum density at optimum moisture content as determined by the Modified Standard Proctor Test Method (ASTM D-1557).
 - 4. The upper 24 inches of subgrade soil beneath all concrete slabs and footings shall be maintained at, or above, the same 95% density (ASTM D-1557).
 - 5. Field density tests for the surface of the building subgrade shall be performed by the Testing Laboratory at the following rate:
 - Slabs: 2 tests per lift.
 - Footings: 1 test per lift per 50 lineal feet of footing.

6. The Contractor shall deliver satisfactory results of the above tests to the Architect/Engineer before work may begin on subsequent stages of construction. Nothing in the above testing schedule shall be construed to relieve the Contractor from the responsibility of meeting all the requirements for compaction as outlined above.

3.13 FILL MATERIALS AND PLACEMENT

A. MATERIALS

1. All fill and backfill materials shall be approved for their intended use by the Architect/Engineer. Fill shall be clean, approved sand with less than 10 percent soil fines (passing the No. 200 Sieve), free from organic matter and building debris.

B. PLACEMENT

1. Fill material shall be placed in 12 inch maximum layers loose lifts, saturated, and compacted as specified above.

3.14 EXCAVATIONS

A. DRAINAGE

1. Provide for surface drainage during the period of construction. Keep all excavation free from water. Any settlement or washing that occurs shall be repaired and grade re-established to the required elevations.

B. FOUNDATION EXCAVATIONS

1. Foundation excavations shall conform to the dimensions and elevations indicated on the Drawings to allow for concrete to be deposited directly against excavated surfaces.

Where soil is not suitable, excavation shall be made to allow for placing and removal of forms and for inspection.

3.15 GRADING

A. FINISH GRADES

1. The exterior grade around the building shall be finished to provide for a smooth uniform slope away from the building in all directions within the limits of construction, and shall be no closer than 8" to the top of the interior floor slabs. Site shall be flue graded to a hand raked condition acceptable for sodding or seeding.

B. GRADING MATERIAL

1. Shall be approved material stockpiled from stripping or other sources as required.

END OF SECTION 02100

SECTION 02200 – EARTHWORK

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The work includes all clearing, excavation, borrow, filling, backfilling and grading indicated on the Drawings and necessary for the proper completion of the project, including for manholes, vaults, duct conduit, pipe, roadways and paving; all backfilling, fill and required borrow; grading; disposal or surplus and unsuitable materials; and all related work such as sheeting, bracing, and water handling.
- B. Any geotechnical recommendations made specific to the project will apply to work in this Section. In case of discrepancies, the more stringent condition shall apply.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Preparing subgrade for slabs-on-grade, walks, pavements, lawns, and plantings.
 - 2. Excavating and backfilling for buildings and structures.
 - 3. Subgrade course for concrete walks and pavements.
 - 4. Base course for asphalt paving.
 - 5. Excavating and backfilling trenches within building lines.
 - 6. Excavating and backfilling trenches for buried mechanical and electrical utilities and pits for buried utility structures.

1.3 DEFINITIONS

- A. Backfill: Soil materials used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Layer placed between the subgrade course and asphalt paving.
- C. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow: Satisfactory on-site or imported soil from off-site for use as fill or backfill.
- E. Excavation: Removal of material encountered above subgrade elevations.

1. Authorized Excavation: Removal and disposal of pavements and other obstructions visible on ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in soil bearing data on subsurface conditions, and other materials encountered that are not classified as rock excavation or unauthorized excavation.
 2. Additional Excavation: Excavation below subgrade elevations as directed by Architect/Engineer. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
 3. Bulk Excavation: Excavations more than 10 feet in width and pits more than 30 feet in either length or width.
 4. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Architect/Engineer. Unauthorized excavation, as well as remedial work directed by Architect/Engineer, shall be without additional compensation.
 - a. Under curbs, curb and gutters, pavement or retaining walls, fill unauthorized excavation by extending the indicated bottom elevation of the base material to the excavation bottom, without altering required top elevation. Lean (unreinforced) concrete fill may be used to bring bottom elevation to proper position, when acceptable to Engineer.
 - b. Elsewhere, backfill and compact unauthorized excavations of same classification, unless otherwise directed by Engineer.
- F. Fill: Soil materials used to raise existing grades.
- G. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- H. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- I. Stabilized Subgrade: Layer placed between the natural ground and base course for paving. Stabilized subgrade shall be FDOT Type B.
- J. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.
- 1.4 APPLICABLE CODES, STANDARDS, AND SPECIFICATIONS
- A. All work shall be performed in accordance with Florida Department of Transportation Standards, specifications and indexes and in accordance with other state and local requirements.
 - B. Current editions or revisions of the following specifications and standards will apply unless specifically noted otherwise herein or on the Drawings.

C. American Society for Testing and Materials (ASTM) Standard

ASTM C 33-85	Concrete Aggregate
ASTM C 136-84	Sieve Analysis of Fine and Coarse Aggregates
ASTM D 318	Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D 422	Standard Test Method for Particle Size Analysis of Soils
ASTM D 698-78	Test Methods for Moisture-Density Relations of Soil and Soil Aggregate mixtures, Using 5.5 lb. (2.49 Kg) Rammer and 12 in. (304.8 mm) Drop. Standard Proctor
ASTM D 1556-82	Test Methods for Density of Soil in Place by the Sand-Cone Method
ASTM D 1557-78	Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.5 Kg) Rammer 2 and 18 in. (457 mm) Drop. Modified Proctor
ASTM D 1586	Standard Test Method for Penetration Test and Split Barrel Sampling of Soils
ASTM D 2487-83	Classification of Soil for Engineering Purposes
ASTM D 2922-76	Density of Soil and Soil-Aggregate in place by Nuclear Methods (Shallow Depth)
ASTM D 3017-78	Moisture content of Soil and Soil-Aggregate in place by Nuclear Methods (Shallow Depth)

D. American Association of State Highway and Transportation Officials (AASHTO) Standards

AASHTO T-99	Standard Proctor
AASHTO T-191	Dry-Unit Weight
AASHTO T-180	Modified Proctor

1.5 SUBMITTALS

A. Product Data: For the following:

1. Each type of plastic warning tape
2. Drainage fabric
3. Separation fabric

B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:

1. Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.
2. Laboratory compaction curve according to ASTM D 1557 for each on-site or borrow soil material proposed for fill and backfill.

1.6 QUALITY ASSURANCE

- A. **Geotechnical Testing Agency Qualifications:** An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.

1.7 SAFETY

- A. The Contractor shall be solely responsible for making all excavations in a safe manner. Provide appropriate measures to retain excavation side-slopes to ensure that persons working in or near excavations are protected.
- B. All trench excavations which exceed 5 feet in depth or greater shall be done in accordance with Occupational Safety and Health Standards –Excavation, Standard 29CFR, Section 1926.650 subpart P and the Florida Trench Safety Act. Contractor shall provide written documentation of compliance to Architect/Engineer. Contractor shall provide a separate cost item within his schedule of values indicating cost of compliance. Contractor shall also be responsible for design of trench safety systems.

1.8 RELATED WORK

- A. Gravity Sanitary Sewer Systems
- B. Pressure Sanitary Sewer Systems
- C. Water Distribution Systems
- D. Asphaltic Concrete Paving
- E. Sewage Lift Station with Submersible Pumps

1.9 SITE CONDITIONS

- A. Character of Excavation Material: Prior to submitting his bid, Contractor shall satisfy himself as to the character and amount of different soil materials, groundwater and the subsurface conditions to be encountered in the work to be performed. Information and data, when furnished, are for Contractor's general information. However, it is expressly understood that any interpretation or conclusion drawn therefore is totally the Contractor's responsibility.
- B. Subsurface Investigation: If subsurface information is included as an appendix to these specifications it is the result of soil borings and soil classification and testing made at the exact locations only. While the soil borings and information are representative of subsurface conditions at their respective exact locations, local variations in soils and groundwater will be encountered.
- C. Existing Underground Facilities: Underground structures and utilities shown on the drawings are located according to the best available records. However, it shall be Contractor's responsibility to acquaint himself with all information, and to accurately locate and uncover all underground structures and utilities along the line of work in order to avoid conflicts with

existing facilities. Contractor shall locate underground utilities far enough in advance of the trench or site excavation and pipe laying operations to assure ample opportunity to make the necessary adjustments to avoid conflicts. Owner shall not be held accountable for inaccuracies or omissions in the locations or grade of facilities of this type.

- D. Conflicts: Where actual conflicts are unavoidable, work shall be performed so as to cause as little interference as possible with the service rendered by the facility disturbed. Owner may require that Contractor work in off hours (i.e. 1:00 a.m. or Holidays) in order to minimize disturbance. Facilities or structures damaged in the prosecution of the work shall be repaired immediately in conformance with the best standard practices or according to the direction of the owner of such facility, to the extent required, including replacement, at no cost to Owner.

PART 2 - PRODUCTS

2.1 BACKFILL. The following shall define the terms used in the plans and specifications:

- A. Topsoil – Natural or cultivated surface-soil containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, grey or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of weeds, roots, and other deleterious materials. Usually the uppermost 6”~8” of backfilled areas designated to receive vegetation.
- B. Gravel Bedding – Gravel bedding shall consist of well-graded crushed stone or crushed gravel meeting the requirements of ASTM designation C-33, Graduation 67 (3/4-inches to No. 4). Air cooled blast furnace slag, alone or in combination with crushed stone and/or crushed gravel, conforming to ASTM C-33 requirements may also be used.
- C. Select Backfill - shall be a select granular material free from organic matter and of such size and gradation that desired compaction can be readily attained. Select backfill is defined as those complying with AASHTO M145 soil classification Groups A-1, A-3, and A-2-4 having a maximum size not to exceed 3 inches with at least 95% passing the 1 ½ inch sieve and not more than 15% passing the No. 200 sieve with a uniformity coefficient of six or greater. The liquid limit shall be less than 15. In most situations the existing backfill will not meet these requirements, therefore, select backfill material generally must be transported to the site from an approved borrow pit.
- D. Suitable or Common Backfill – shall be a satisfactory soil material free from organic matter, muck, marl and rock exceeding 3 inches in diameter. At least 95% shall pass the 1 ½ inch sieve. Common backfill shall comply with AASHTO M145 soil classification groups of A-2-5, A-2-6, A-2-7, A-4, A-5, A-6, and A-7 providing that the liquid limit shall be less than 35. Suitable backfill is usually considered on-site material that meets these requirements.
- E. Existing or Unsatisfactory Backfill – shall be material obtained from Contractor’s excavations to be used in areas not requiring specific compaction densities. This material shall not be used for pipe bedding nor under streets, street shoulders, or structures. Such backfill shall be free of debris, deleterious materials and shall contain no material larger than 6 inches. Under no conditions shall destroyed pavement material, curbs, broken concrete, etc., to be included in the backfill.

- F. Concrete Encasement – shall be Portland cement type with a compressive strength at 28 days of 2,500 psi.
- G. Clean Sand – shall be a quartz material with less than 5% of the soil particles finer than the No. 200 mesh sieve, a uniformity coefficient greater than 1.5 and an effective grain size of 0.20 to 0.55 millimeters in diameter. Clean sand is required for filter material requiring good permeability.

PART 3 - EXECUTION

3.1 GENERAL REQUIREMENTS

A. NOTICE

- 1. Notify the Owner/Architect/Engineer 48 hours prior to the beginning of any excavation work.

B. SAFETY

- 1. Contractor shall conform to all City, State, and Local laws and regulations in use of streets and highways for the work to be done under these Specifications. Contractor shall provide, erect, and maintain effective barricades, danger signals, and signs on all intercepted streets or highways for protection of the work and safety of the public rights-of-way. Barricades and signs shall be provided with lights which shall be kept burning at all times between sunset and sunrise. Contractor shall be responsible for all damages resulting from any neglect or failure to meet these requirements. Where conditions require the presence of a watchman to fulfill the requirements stated herein, same shall be furnished without extra cost to Owner.
 - a. Access to fire hydrants shall be maintained at all times. Do not block or barricade with spoil, materials or equipment for any period of time.

C. MAINTENANCE OF SERVICE

- 1. Contractor shall arrange his work to cause minimal disturbance of normal pedestrian and vehicular traffic and will be held responsible for providing suitable means of access to all public and private properties during all stages of construction.
- 2. Should the construction work require repairs, changes or modifications of other utilities, it shall be Contractor's responsibility to provide for the maintenance of continuous water, electric, telephone, and gas as well as sewage and other utility services to all present customers of such utilities, unless approval in writing is secured from the utility company for interruption of such service.
- 3. A minimum of one lane of traffic shall be maintained at all times. Contractor shall keep all disturbed roads graded smooth and passable. If the road becomes impassable, Contractor shall stabilize with dry, select backfill.

4. Owner may require Contractor to work in off hours (i.e. 1:00 a.m. or Holidays) in order to minimize disturbance.

D. PERSONS AND PROPERTY PROTECTION

1. Trees, fences, poles, structures, sidewalks, pavements, and all other property shall be protected unless their removal is authorized; and any property damaged shall be satisfactory restored by Contractor at his expense to a condition equal to or better than that existing prior to beginning the work.
2. All necessary barricades, detours, lights and other protective measures shall be provided for protection of both pedestrians and vehicular traffic and shall conform to the MUTCD and FDOT specifications where no local agency has such specifications.

E. LIMITS OF CONSTRUCTION

1. In locations where the work is to be installed in streets or road rights-of-way, Contractor's activities shall be confined to these public properties. Where the use of private property is deemed necessary by Contractor to facilitate construction work, arrangement for such use with the property owner shall be responsibility of Contractor. Contractor shall save Owner harmless from all claims by adjacent property owners for trespassing or damage due to the activities of Contractor in the prosecution of the work.

F. EXISTING UTILITIES

1. The Contract Documents contain data relative to existing public utility installations and structures above and below the ground surface. These data are not guaranteed as to their completeness or accuracy and it is Contractor's responsibility to make his own investigations to inform himself fully of the character, condition and extent of all such installations and structures as may be encountered and as may affect the construction operations.
2. All existing improvements such as pavements, conduit, poles, pipes, overhead wires and other structures shall be carefully supported and fully protected from damage. The Contractor shall be responsible for damages to these utilities and shall, in case they are damaged, restore them to their original condition at no cost to Owner.
3. Contractor shall contact Sunshine State One Call of Florida, Inc. (800-432-4770) and give written notice to Owner, governmental utility departments and other owners of public utilities of the location of his proposed construction, at least forty-eight (48) hours in advance of breaking ground in any area or on any unit of work. This can be accomplished by making the appropriate contact with the utility companies indicated on the Construction Drawings.

3.2 CLEARING AND GRUBBING

- A. Clearing and Grubbing shall be generally completed in accordance with Section 110, FDOT Specifications.

- B. On all areas within limits of clearing and grubbing indicated on the drawings or specified where earthwork is to be done, all timber, brush, stumps, roots, rubbish, and unsuitable material shall be removed to a depth of not less than one foot below the ground surface. Shrubs and sound trees 8" in diameter and larger which do not interfere with the construction and are elsewhere indicated or directed not to be removed, shall be protected properly from damage. Contractor shall remove all trees within 15 feet of buildings or pipe trenches, unless otherwise instructed by the Architect/Engineer.
- C. The site surface shall be plowed to a depth of not less than six (6) inches and all stumps, roots, and other perishable matter thus exposed shall be removed to a depth of not less than one foot. Any deposits of muck, pest, bark, or trash occurring within the limits of clearing and grubbing or where directed by Engineer shall be removed to their full depth and backfilled with suitable backfill as specified herein. Material removed during clearing and grubbing shall be legally and satisfactorily disposed of in accordance with local laws and regulations at Contractor's expense. Unless otherwise indicated, all shrubbery, ornamental trees and other such plantings including those within construction area shall be fully protected. If it becomes necessary to remove any grass, shrubbery or planting to accomplish the work, it shall be satisfactorily replaced before the work will be accepted. All areas disturbed during construction shall be restored to a condition equal to or better than that existing prior to beginning the work.
- D. Trees and shrubs selected for preservation shall have their root systems protected from construction traffic, surface storage of material, and any type of land disturbance within the drip line of the tree or shrub. The drip line of a tree or shrub is the outer outline of the tree crown where it intercepts the ground. Barricade all trees or tree groups which are selected for preservation if the possibility of root damage, surface soil disturbance within the drip line, soil compaction, or impact with construction equipment is prevalent. Barricading shall consist of continuous fencing constructed to the outline of the tree crown and shall be sturdy, highly visible and shall be maintained throughout construction.

3.3 EROSION AND FLOODING CONTROL

- A. During construction operations, Contractor shall install and maintain temporary erosion and flooding control features to the extent necessary to prevent pollution of streams and lakes, detrimental effects on public or private property adjacent to the construction or damage to work on the Project. Additional erosion control devices may be requested by the Engineer to protect the property described above. This shall be done immediately when directed by Engineer at no additional cost to Owner.
- B. Contractor shall attempt to limit the surface areas of erodible earth exposed by clearing and grubbing, excavation or filling operations.
- C. Temporary features may include, but not limited to silt fences, turbidity barriers, temporary grassing, sodding, mulching, sandbagging, slope drains, sediment basins, sediment checks, artificial coverings or berms. All City, County, State and Federal ordinances shall be complied with.
- D. Contractor shall comply with The Florida Development Manual – A Guide to Sound Land and Water Management, Department of Environmental Regulation – Stormwater Management Practices.

3.4 DUST CONTROL

- A. If, in the opinion of Owner or Engineer it is necessary to control dust during the construction period, Contractor shall furnish and spread water or calcium chloride at points where dust is a nuisance, or as directed by Engineer, at no additional cost to Owner.

3.5 WEATHER LIMITATIONS

- A. Cold Weather Protection: Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F.

3.6 PAVEMENT AND SIDEWALK REMOVAL AND REPLACEMENT

- A. Pavement and sidewalk shall be removed and replaced as follows unless shown otherwise on the Drawings.
- B. Pavement, which is to be removed for open-cut trenching, shall be cut vertically with a power-driven friction saw prior to removal. The surface shall be scored to sufficient depth to provide uniform, straight break lines. All removal of pavement shall conform to Local, County, State or Federal requirements where applicable. **Under no condition shall pavement be cut with a trenching machine, power shovel or backhoe.** Width of cut pavement or sidewalk shall be four feet (4') wider than top of trench, two feet (2') on each side of trench. In the event that trench excavation becomes wider than initial cut, pavement or sidewalk shall be re-cut to at least two feet (2') back from all edges of actual excavation by Contractor at his own expense. All cut lines shall be parallel to or at right angles to the longitudinal axis of the pipelines.
- C. Pavement, driveway or sidewalk material shall be separated from other excavated materials and shall not be placed in backfill, but shall be legally and satisfactorily disposed of by Contractor. Base materials may be salvaged and stockpiled for reuse, but such reuse of base materials shall be subject to Engineer's approval.
- D. All pavement and sidewalk removed shall be replaced with base and surface materials which conform as closely as possible in thickness and quality to materials removed. Minimum pavement and pavement base replacement shall consist of 1 ½ inch of Type S-3 or SP 9.5 asphaltic concrete surface with an 8 inch limerock base (LBR 100 compacted to 98% Modified Proctor). All painted street markings and other traffic control devices shall be restored to former conditions. Paint and associated products (glass spheres) shall meet all FDOT Specifications. Pavement with traffic control devices and sidewalks shall be replaced as soon as practicable after compaction of backfill. Replacement pavement shall be tapered at curb.
- E. Workmanship and materials shall be in accordance with best standard practice for work of this type, and shall conform to the requirements of Section 330-12, FDOT Specifications.

3.7 STATE AND HIGHWAY RAILROAD RIGHTS-OF-WAY

- A. Pipe crossings and installations along all railroads and state highways shall be in accordance with the applicable portions of American Railroad Engineers Association (AREA) Specifications for "Pipeline Crossing under Railroad Tracks for Non-Flammable Substances" or

FDOT "Utility Accommodation Guide" and with details shown on the drawings. Verify the existence of a formal permit to work on the right-of-way at each specific location prior to any work at that site and notify Owner of any separate certificate of insurance that is required by the owner of the right-of-way.

3.8 CURB AND GUTTER REMOVAL REPLACEMENT

- A. Curb or curb and gutter removal, where required in construction of this work, shall be held to a minimum. Curb and gutter material to be removed shall be carefully separated from trench excavation material and shall be legally and satisfactorily disposed of by the Contractor.
- B. The Contractor shall replace all curb or curb and gutter which have been removed. Curb or curb and gutter shall be replaced as soon as possible after backfill is placed and compacted and shall be a duplicate in all respects to the original construction. Workmanship shall be in accordance with the controlling agency (City, County, State).

3.9 RESTORATION OF ROADWAY CROSSINGS AND DRIVEWAY CROSSINGS

- A. Clay, marl, shell or similar roadways and driveways that are crossed or traversed by trenches shall be restored to existing conditions prior to excavation. Contractor may reclaim existing material, or he may furnish and compact new material. There will be no additional compensation for this type of restoration unless specifically called for in the Special Provisions or on the Bid Form (Proposal).
- B. Final and complete restoration of crossings in existing public roadways shall be completed not more than 24 hours after completion of the final lift of the backfill.

3.10 EXCAVATION

A. GENERAL

- 1. Excavation shall be performed in accordance with all State, County and Local regulations. Blasting will not be permitted except by written approval of Engineer for each specific location where it is to be performed. Excavation shall conform to the dimensions indicated or specified for the pipeline or structure and topography and subgrade conditions encountered.
- 2. The Contractor shall notify Engineer in due time to permit him to inspect completed excavations. No pipes or concrete shall be placed in excavations or upon subgrades until they have been approved by Engineer.
- 3. In areas where excavation may endanger existing structures, roads or utilities, Contractor will provide suitable support of these existing facilities so as to prevent any damage. Contractor shall submit proposed method of support of these facilities to the Engineer for approval. The Contractor shall obtain written approval from the facility concerned before proceeding with any construction which might undermine or endanger existing facilities.

4. If at the time of excavation it is not possible to place any material in its proper section of the permanent structure or site, it shall be stockpiled in approved areas for later use. No extras will be considered for the stockpiling or double-handling of excavated material.

B. CONTROL OF WATER

1. All dewatering efforts shall comply with relevant Local, State or Federal standards and permitting requirements.
2. Furnish, install and operate all necessary machinery, appliances and equipment to keep excavations free from water during construction. Dewater and dispose of all water so not to cause injury to public or private property or to cause a nuisance or a menace to the public. The Contractor shall at all times have on-hand sufficient pumping equipment and machinery in good working condition for all ordinary emergencies and shall have available at all times competent workmen for operation of pumping equipment. Dewatering systems shall not be shut down between shifts, on holidays or weekends, or during work stoppages without approval from Engineer.
3. Control of ground water shall be such that softening of the bottom of excavations or formations of "quick" conditions or "boils" shall be prevented. Dewatering systems shall be designed and operated so as to prevent removal of natural soils.
4. Static water level shall be drawn and maintained one-foot below bottom of excavation so as to maintain an undisturbed state of natural soils and allow placement of backfill to required density. Dewatering system shall be installed and operated so that ground water level outside excavation is not reduced to the extent that would damage or endanger adjacent structures of property.
5. Convey water removed from excavations and rain water to collecting or run-off areas. Establish and maintain temporary drainage ditches and other diversions outside excavation limits for each structure. Do not use trench excavations as temporary drainage ditches.
6. Release of ground water to its natural static level shall be performed in a manner so as to maintain an undisturbed state of natural foundation soils, prevent disturbance of compacted fill or backfill and prevent flotation or movement of all structures and pipelines.
7. Prevent surface water and subsurfaces or ground water from flowing into excavations and from flooding project site and surrounding area.

C. SHORING, SHEETING, AND BRACING

1. Excavations shall be shored and sheeted in accordance with OSHA requirements with members of sizes and arrangement sufficient to prevent injury to persons, damage to structures, injurious caving, or erosion. They shall be designed, furnished, placed, maintained and removed by Contractor. Sheet piling and shoring design shall be submitted to Engineer as a shop drawing prior to installation and shall bear the seal of a Structural Engineer registered in the State of Florida. Design, planning, installation and removal of all sheeting, shoring, sheet piling and bracing shall be accomplished in a manner so as to maintain required trench or excavated section with an undisturbed state of soils at and

below excavation bottom. Care shall be taken to prevent voids outside of the sheeting, but if voids are formed they shall be immediately filled and rammed.

2. Sheet piling and timbers used in trench excavations shall be withdrawn in such a manner so as to prevent subsequent settlement or misalignment of pipe or additional backfill loadings which might overload pipe. Where, in the opinion of Engineer, removal of sheeting and shoring will or may cause damage to the work or to adjacent buildings, utilities or property, the Engineer may direct Contractor to leave all or a portion of sheeting and shoring in place. Sheeting and shoring shall also be provided as necessary to keep excavations within the available right-of-way.
3. For pipe trench sheeting, no sheeting is to be withdrawn if driven below mid-diameter of any pipe, and no wood sheeting shall be cut off at a level lower than 1 foot above the top of any pipe unless otherwise directed by the Engineer. If during the progress of the work the Engineer decides that additional wood sheeting should be left in place, he may direct the Contractor in writing. If steel sheeting is used for trench sheeting, removal shall be as specified above, unless written approval is given by Engineer for an alternate method of removal.
4. The right of Engineer to order sheeting and bracing left in place shall not be construed as creating any obligation on his part to issue orders, and his failure to exercise his right to do so shall not relieve Contractor from liability for damages to persons or property occurring from or upon the work occasioned by negligence or otherwise growing out of a failure on the part of Contractor to leave in place sufficient sheeting and bracing to prevent any caving or moving of the ground.

D. EXCAVATION FOR PIPE SYSTEM

1. COMMON EXCAVATION

- a. Machine excavation shall be carried to a depth above final pipeline grade that will allow final grading using hand tools, as indicated on the Plans. Care shall be taken to not excavate below required depth. If an excavation is carried below required depth, over-cut depth shall be backfilled with select backfill material or gravel bedding material furnished at Contractor's expense and compacted to provide pipe support equal to or exceeding that of original material.
- b. Contractor may, at his option, elect to over-cut trench and backfill with select backfill or bedding material. If Contractor so elects, depth of over-cut shall be such that a minimum of two inches of compacted backfill material will result under lowest projection of pipe bell. No additional payment will be made for this over-cut or for furnishing and placing the required backfill material.
- c. Contractor shall exercise sound construction practices in excavating a trench and maintaining it so no damage will occur to any foundation structure, pole line, pipeline or other facility because of slough of slopes from any other cause. If, as a result of excavation, there is a disturbance of ground that endangers other property, Contractor shall immediately take remedial action at his own expense. No act of Owner or his representatives shall in any way affect the liability of Contractor for damages, expenses or costs that may result from trench excavation.

- d. Trees, stumps and roots within the limits of trench excavations shall be removed to a depth of at least 12 inches below bottom of trench.
- e. Rock shall be removed to a minimum 8-inches clearance around the bottom and sides of all the pipe or ducts being laid.

2. TRENCH REQUIREMENTS

- a. Width of trench banks from bottom to 12 inches above top of pipe shall not exceed 18 inches nor be less than 12 inches on each side of the pipe with the exception of pre-assembled pressure pipe in non-paved areas for which the minimum trench width shall be pipe diameter plus 1 inch on each side of the pipe.
- b. Trenches for gravity sewers shall be of such depth that the invert of pipe will be at elevations shown on the plans, or as may be determined by the Engineer. Trenches shall provide a minimum cover of 30 inches for water mains and sewage force mains over barrel of pipe, except as otherwise shown. Greater depth may be required to accommodate appurtenances or avoid obstruction.
- c. Excavation for appurtenances shall be made to a size that will allow at least 12 inches between their outer surfaces and embankment or shoring.
- d. The trench shall be shall be **firm and dry** when the bottom is prepared. A continuous trough shall be excavated by hand to receive the bottom 120 degrees of the pipe barrel. In addition, bell holes shall be excavated so that only the barrel of the pipe receives bearing pressure from, and is uniformly supported by, the bottom of trench. Preparation of trench bottom and placement of pipe shall be such that final position of pipe is true to line and grade and uniformly supported throughout full barrel length of each pipe. When pipe is placed in select backfill over rock or other overdepth, additional backfill of same material shall be tamped on each side of barrel to height of spring line, thus forming a trough of firm, compacted bedding.

3. PIPE INTERFERENCES AND ENCASEMENTS

- a. In no case shall there be less than 4 inches between any two pipelines or between pipelines and structures. Pipe deflections shall be performed in accordance with the Manufacturer's specifications, the plans and as contained herein.
- b. Class I Concrete Encasement: Wherever there is more than 4 inches but less than 18 inches clearance between sewers, sewer house laterals, force mains and water mains or water services, then a concrete encasement shall be provided for a distance of 10 feet on each side of the obstruction pipe.
- c. Class II Concrete Encasement: Wherever there is more than 4 inches but less than 1.0 foot of clearance between any two pipe lines, other than water or sewer, or between pipe lines and structures, then a concrete encasement shall be provided for a distance of 3 feet on each side of the obstruction pipe.

- d. The Engineer shall have full authority to direct the placement of the various pipes and structures in order to facilitate construction, expedite completion and to avoid conflicts.

E. EXCAVATION FOR STRUCTURES

1. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 feet, and extending a sufficient distance from footings and foundations to permit inspection, placement and removal of concrete formwork, installation of services, other construction, or as shown on the Drawings.
2. In excavating for footings and foundations, take care not to disturb bottom of excavation. Excavate by hand to final grade just before concrete reinforcement is placed. Trim bottom to required lines and grades to leave solid base to receive concrete.
3. In areas underlain by expansive clay, undercutting or excavation of clay pockets will be required beneath footings and slab areas as may be shown on the drawings and directed by the Engineer. Post-hole diggers may be used to determine the depth to the clay materials in all of the footing bottoms. Heavy clay that is encountered within a zone that is four (4) feet below the bottom of any footing or floor slab should be undercut and replaced with suitable or common backfill material. The width of undercutting in the footing should extend at least four (4) feet beyond the edge of the footing or slab to provide a non-expansive water barrier above the clay. Other clay pockets discovered during construction may also require complete removal upon the recommendation of the geotechnical engineer.

F. UNSUITABLE MATERIAL

1. Unsuitable materials are soils exposed at the bottom of excavations that are compressible, expansive, contain extraneous rubble or offer uneven foundation support. Unsuitable materials/soils will include, but not be limited to, mulch, peat, expansive clays, boulders, rubble, any portion of trees or similar vegetation, wood, or unyielding material such as rock.
2. Contractor shall notify Engineer immediately when unsuitable material is encountered. Engineer will investigate questionable material to determine its suitability. Should Engineer require soils testing be performed to aid in his determination, then tests revealing suitable materials shall be paid for by Contractor.
3. Where the Engineer determines that unsuitable material is present below the excavation which will not provide adequate support the Contractor shall remove the unsuitable material as directed by the Engineer and replace the unsuitable material with Select backfill. Prior to the excavation of any unsuitable material, written approval must be obtained from the Engineer. The approval shall state the linear feet of excavation. No payment shall be made for the removal of any unsuitable bedding material if prior approval is not obtained.
4. Quantities for unsuitable soils excavation, replacement and compaction for water, sewer and stormdrain pipelines will be computed using the following table regardless of the actual quantity of backfill material used. No consideration will be given to the number of truckloads of backfill delivered or the actual dimensions of the trench that is backfilled.

Backfill quantities will only be based on the depth and linear feet of the pipeline constructed. No consideration will be given for the number of manholes, sewer service laterals, or valves required.

Use of these standard tables is for quantity computations purposes only and does not restrict Contractor from the following OSHA guidelines for trench excavations.

<u>DEPTH OF CUT PIPE INVERT</u>	<u>PAY QUANTITY IN CUBIC YARDS PER LINEAL FOOT OF PIPELINE</u>
2' to 4'	0.25
4' to 6'	0.40
6' to 8'	0.80
8' to 10'	1.30
10' to 12'	1.90
12' to 14'	2.50
14' to 16'	3.30
16' to 18'	4.20
18' to 20'	5.20
20' to 22'	6.20
22' to 24'	7.40

3.11 BACKFILL AND COMPACTION FOR PIPES

A. GENERAL

1. Contractor shall not perform any backfilling operation other than that necessary to hold pipe in place until the locations of connections and appurtenances have been recorded on the "as-built" drawings and the line has been inspected and released for backfilling. Backfill and compaction shall be performed as specified herein and as shown on the drawings. Backfilling of trenches shall progress as rapidly as the construction, testing and acceptance of work permits. In areas subject to traffic, temporary backfill base material is required to provide a smooth stable surface until final base and/or pavement can be constructed.
2. Backfilling over ducts shall begin not less than three days after placing concrete encasement.
3. The bedding rock in muck areas shall consist of at least 6 inches of washed and graded gravel placed in the trench to the proposed elevation of the centerline of the pipe prior to any pipe laying. This bedding shall not be used under any circumstances as a drain for ground water. The Contractor shall take all precautions necessary to maintain the bedding in a compacted state and to prevent washing, erosion or loosening of this bed.
4. In locations where pipes pass through building walls, the Contractor shall take the following precautions to consolidate the refill up to an elevation of at least 1 foot above the bottom of the pipes:
 - a. Place structural fill in such areas for a distance of not less than 3 feet either side of the center line of the pipe in level layers not exceeding 6 inches in depth.

- b. Wet each layer to the extent directed and thoroughly compact each layer with a power tamper to the satisfaction of the Engineer.

B. HAUNCHING AND INITIAL BACKFILL

1. After pipe has been properly laid and inspected, backfill shall be carefully placed and compacted around the pipe in loose horizontal layers not exceeding 6 inches loose depth, equally on both sides of pipe and shall be spaded (walked in) and compacted with hand tampers to obtain the required density. This shall continue to a level of one foot above the top of the pipe.

C. SUBSEQUENT BACKFILL

1. Above the level of initial backfill, the trench shall be filled in horizontal layers and mechanically compacted to the density required up to 3 feet below the base of pavement or structures, up to 6 inches in areas to receive topsoil, seeding, or soiling and up to final grade in non-paved streets.

D. BACKFILL AND COMPACTION REQUIREMENTS FOR PIPE (unless shown differently on the plans)

1. PAVED AREAS

- a. Initial – Select backfill in 6" lifts at 100%.
- b. Subsequent – Select backfill in 8" lifts at 100%.
- c. Top 3 feet below road base – Select backfill in 6" lifts at 100%.

2. UNPAVED STREET AND STREET SHOULDER AREAS

- a. Initial – Suitable backfill in 6" lifts at 95%.
- b. Subsequent – Suitable backfill in 8" lifts at 95%.

3. OFF STREET AREAS

- a. Initial – Suitable backfill in 6' lifts at 95%.
- b. Subsequent – Unsuitable or existing backfill in 18" lifts compacted till firm.

Note: Density listed is maximum dry density in accordance with AASHTO T-99 Standard Proctor Density.

3.12 BACKFILL AND COMPACTION FOR STRUCTURES

- A. For the area under the structure and within 2 feet of the perimeter, compact the top 12 inches of subgrade and each 6 inch layer of select backfill or fill material to 100% Standard Proctor density.

3.13 BACKFILL AND COMPACTION FOR PAVEMENT

- A. General: Place material in layers to required subgrade elevations, for each area classification listed below.
- B. In excavations, use satisfactory excavated or borrow material.
- C. Under grassed areas, use satisfactory excavated or borrow material.
- D. Under pavements, use subbase material.
- E. Backfill excavations as promptly as work permits, but not until completion of the following:
 - 1. Acceptance by Engineer of construction below finish grade including where applicable, damp proofing, waterproofing, and perimeter insulation.
 - 2. Inspection, testing, approval, and recording locations of underground utilities.
 - 3. Removal of concrete formwork.
 - 4. Removal of shoring and bracing, and backfilling of voids with satisfactory materials.
 - 5. Removal of trash and debris.
 - 6. Permanent or temporary horizontal bracing is in place on horizontally supported walls. Layout and location of bracing shall consider loads of the structure as well as the effects of the soil and groundwater.
- F. GROUND SURFACE PREPARATION
 - 1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow strip, or break-up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.
 - 2. When existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break up the ground surface, pulverize moisture-condition to the optimum moisture content, and compact to required depth and percentage of maximum density.
- G. PLACEMENT AND COMPACTION
 - 1. The site shall be compacted in accordance with the specified plans which reflect the recommendations in the Soils report. If prepared, a preliminary report is included as an Appendix to this Specification.
 - 2. Place backfill and fill materials in layers not more than 9-inches loose depth for material compacted by heavy compaction equipment, and not more than 4-inches loose depth for material compacted by hand-operated tampers.
 - 3. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content. Compact each layer to required percentage of maximum dry density or

relative dry density for each classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

4. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
 - a. Soil material that has been removed because it is too wet to permit compaction but is otherwise satisfactory may be stockpiled or spread and allowed to dry. Assist drying by dicing, harrowing or pulverizing until moisture content is reduced to a satisfactory value.
5. Place backfill and fill materials evenly adjacent to structures, to required elevations. Take care to prevent wedging action of backfill against structures by carrying the material uniformly around structure to approximately same elevation in each lift.
6. Large compaction equipment shall not be used within 5 feet of walls.

3.14 GRADING

- A. The right is reserved to make minute adjustments or revisions in lines or grades if found necessary as the work progresses, due to discrepancies on the Drawings or in order to obtain satisfactory construction.
- B. Stones or rock fragments larger than 2-1/2 inches in their greatest dimensions will not be permitted in the top 6-inches of the subgrade line of all dikes, fills or embankments.
- C. 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 project. All required layout shall be performed using competent and experienced personnel under the supervision of a Land Surveyor registered in the State of Florida at Contractor's expense. Control points established by Owner and disturbed by Contractor shall be replaced by Contractor at his expense. Survey monuments or markers which will be removed by construction shall be properly referenced prior to removal. Reference documentation shall be provided to the County upon project completion.
- D. Grading shall be performed at such places as indicated on the drawings, to the lines, grades, and elevations shown or as directed by Engineer and shall be made in such a manner that the requirements for formation of embankments can be followed. All unacceptable material encountered, of whatever nature within the limits indicated, shall be removed and disposed of as directed. During the process of excavation, the grade shall be maintained in such condition that it will be well drained at all times. When directed, temporary drains and drainage ditches shall be installed to intercept or divert surface water which may affect prosecution or condition of the work.
- E. Grade all areas as indicated. Fill shall be brought to finish grades shown and shall be graded to drain water away from structures. The exterior grade around the building shall be finished to provide for a smooth uniform slope away from the building in all directions within the limits of construction, and shall be no closer than eight inches (8") to the top of the interior floor slabs.

- F. Grading Outside Pavement Lines: Grade areas adjacent to pavement lines, as shown on the Drawings, to prevent ponding. Finish surfaces free from irregular surface changes, and as follows:
1. Lawn or Unpaved Areas: Finish areas to within not more than 0.10 feet above or below the required elevation.
 2. Walks: Shape surface areas under walks to line, grade and cross-section, with finish surface not more than 0.10 feet above or below the required subgrade.
- G. Grading Surface of Fill under Pavement: Grade smooth and even, free of voids, compacted as specified, and to required elevation. Provide final grades within a tolerance of 1/2-inch when tested with a 15 foot straightedge.
- H. Overall area grading for which no grades are indicated within the limits of construction and outer limits of clearing and grubbing. All holes and other depressions shall be filled, all mounds and ridges cut down and the area brought to sufficiently uniform contour that Owner's subsequent mowing operations will not be hindered by irregular terrain. This work shall be done regardless of whether the irregularities are a result of Contractor's operations or originally existed. Permanent ponds or other permanent water areas, as so designated by the Engineer, will not be required to be filled.

3.15 TESTING

A. GENERAL

1. Contractor shall comply and pay for the services of an independent testing laboratory in accordance with Section 01400 "Quality Control Services" to perform testing specially indicated herein.
2. Exact location of the test shall be selected by Engineer or his representative. If the Engineer, after being notified by Contractor, is unable to be present during the test, the laboratory personnel shall randomly select testing locations that are representative of the work being tested. All cost of this testing and providing of certifications shall be a subsidiary obligation of Contractor with the cost included in the item for which the testing is associated.
3. The minimum testing rate shall not prevent Contractor or the testing laboratory from performing additional testing to insure the construction is in accordance with the plans and specifications.
4. A minimum of two (2) copies of reports of test results of all maximum dry density and optimum moisture content and all in-place density tests shall be submitted to the Engineer. Reports must be signed by a registered Professional Engineer.
5. Contractor shall repair all test holes and borings resulting from the testing and retesting of his work at no cost to Owner.

6. Any areas failing to pass the tests as called for, and interpreted by Engineer, shall immediately be brought into conformance with these Specifications at Contractor's expense.

B. MINIMUM SCHEDULE OF TEST REQUIRED

1. Determination of the soil classification for each type of soil material used to determine its suitability for use as defined herein and in accordance with the AASHTO or Unified Classification System.
2. Determination of maximum dry density and optimum moisture content for each type of soil to be compacted to a specified density. At least one determination will be made for each soil used. Tests shall be performed in accordance with the appropriate ASTM or AASHTO Standards.
3. In-place (insitu) density test shall be made in accordance with ASTM and AASHTO Standards and shall be made at a frequency to assure contact requirements are met but in no case less than the following:
 - a. Structure backfill, one test for each 2,000 square feet for each backfill lift with at least two per structure or area.
 - b. Pavement, sidewalk, and curb backfill, one test for each 50 lineal feet of street for each backfill lift.
 - c. Trench backfill, one test between structures or each 200 linear feet of trenchline plus one at each intersection for each backfill lift under pavements or future pavements. In unpaved areas, testing rate may be reduced to one test between structures or each 400 lineal feet of trenchline plus one at each pavement or driveway crossing for each backfill lift.
 - d. A backfill lift shall never be considered to be greater than one foot in thickness.

3.16 MAINTENANCE

- A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.
- C. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.

3.17 DISPOSAL OF SURPLUS AND WASTE MATERIAL

- A. All surplus and/or unsuitable excavated material shall be disposed of in one of the following ways as directed by the Engineer.

1. Transport to soil storage area on Owner's property and stockpile or spread as directed by Engineer.
 2. Transport from Owner's property and legally dispose of. Any permit required for the hauling and disposing of this material beyond Owner's property shall be obtained prior to commencing hauling operations.
- B. Remove excess excavated materials from job site and upon completion leave site in clean condition.
- C. Suitable excavated material may be used for fill if it meets the specifications for common fill and is approved by Engineer. Excavated material so approved may be neatly stockpiled at the site where designated by Engineer provided there is an area available where it will not interfere with the operation of the facility nor inconvenience traffic or adjoining property owners.

END OF SECTION 02200

SECTION 02931 – SODDING

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to prepare lawn bed and install as shown on contract drawings and as specified. See FDOT Specification 570, Performance Turf, Sod, for additional specifications.
- B. Areas to receive sodded grass shall be:
 - 1. 2 foot – 8 inch wide strip along edge of all paving constructed as a part of this contract. This includes roadways and parking areas.
 - 2. 5 foot – 4 inch wide strip around the perimeter of all concrete structures constructed as a part of this contract. This includes drainage structures, slabs, and pump stations.
 - 3. 2 foot – 8 inch wide strip along edge of all concrete surfaces and sidewalks constructed or reconstructed as part of this contract.
 - 4. 5 foot - 4 inch wide strip on each side along with slopes and bottoms of trenches and swales.
 - 5. All retention/detention facility berms and slopes.
 - 6. All other areas indicated on the drawings.

1.2 SUBMITTALS

- A. Contractor shall submit source location and name of sod supplier.
- B. Certification letter from sod supplier indicating the sod type and time of cutting.

PART 2 - PRODUCTS

2.1 SOD

- A. Roadway and Site Built Projects - Unless specified elsewhere, sod shall be rolled Bermuda grass, live and of firm texture, having a compacted growth and good root development as approved. Where sodding will be in close proximity to, private lawns, other types of sod may be used if desired by the affected property owners and approved by the Engineer. See FDOT Index 105 for additional specifications.
- B. Sports Field Playing Surfaces and Inter Field Areas - Unless specified elsewhere, sod shall be TIFTWAY 419, Bermuda grass, live and of firm texture, having a compacted growth and good root development as approved.

- C. Sod shall be certified to meet Florida State Plant Board Specifications, absolutely true to varietal type, and free from weeds or other objectionable vegetation, fungus, insects and disease of any kind.
- D. Before being cut and lifted the sod shall have been mowed 3 times with the final mowing not more than a week before cutting into uniform dimensions.

2.2 SOIL CONDITIONS

A. Fertilizer:

- 1. Fertilizer shall be a standard product complying with State and Federal fertilizer laws.
- 2. Fertilizer shall be a complete fertilizer (homogeneous pellet) with 10-10-10 (NPK) (such as a Roster-Clark product), the elements of which are derived from organic sources. At least 50% of total nitrogen shall contain no less than 3% water-insoluble nitrogen.
- 3. Fertilizer shall be delivered to the site in the original unopened standard size bags showing weight, analysis and name of manufacturer. Containers shall bear the manufacturer's guaranteed statement of analysis, or a manufacturer's certificate of compliance covering analysis shall be furnished to the Engineer. Store fertilizer in a weatherproof place and in such a manner that it will be kept dry and its effectiveness will not be impaired.

PART 3 - EXECUTION

3.1 LAWN AND BED PREPARATION

- A. Areas to be sodded shall be cleared of all rough grass, weeds, and debris, and the ground brought to an even grade as approved.
- B. The soil shall then be thoroughly tilled to a minimum 6 inch depth.
- C. Fertilizer shall be evenly distributed at a rate of 10 pounds per 1,000 square foot over entire area to be sodded and cross-diced in to a depth of 4 to 6 inches.
- D. The area shall then be brought to proper grade, free of sticks, stones, or other foreign matter over 1 inch in diameter or dimension. The surface shall conform to finish grade, less the thickness of sod, free of water-retaining depressions, the soil friable and of uniformly firm texture.
- E. A second application of fertilizer shall be made at the rate of 10 lbs. per 1,000 square feet 60 days after the sod has been set. This application shall be made evenly over the top of the sod and watered thoroughly.

3.2 SOD HANDLING AND INSTALLATION

- A. Sod shall be incorporated into the project immediately after preparing the area to be sodded and within 48 hours of cutting. Stack all sod that is not planted within 24 hours after cutting and maintain proper moisture.
- B. During delivery, prior to planting, and during the planting of the lawn areas, the sod panels shall at all times be protected from excessive drying and unnecessary exposure of the roots to the sun. All sod shall be stacked during construction and planting so as not to be damaged by sweating or excessive heat and moisture.
- C. After completion of soil conditioning as specified above, sod panels shall be laid tightly together so as to make a solid sodded lawn area. On mounds and other slopes, the long dimension of the sod shall be laid perpendicular to the slope. Immediately following sod laying the lawn areas shall be rolled with a lawn roller customarily used for such purposes, and then thoroughly watered.
- D. Bring the sod in a neat, clean manner to the edge of all paving and shrub areas. Top dressing with approved, clean weed free, sand may be required at no additional cost to the Owner if deemed necessary by the Engineer due to incorrect placement.

3.3 MAINTENANCE

- A. The Contractor shall produce a dense, well established lawn. The Contractor shall be responsible for the repair and re-sodding of all eroded or bare spots until project acceptance. Repair sodding shall be accomplished as in the original work except that initial fertilizing may be omitted.
- B. Sufficient watering shall be done by the Contractor to maintain adequate moisture for optimum development of the lawn areas.
- C. The Contractor shall, at his expense, maintain the sodded areas in the satisfactory condition until final acceptance of the work. The sodded areas shall be mowed not less than ten days prior to final acceptance.

3.4 REPAIRS TO LAWN AREAS DISTURBED BY CONTRACTOR'S OPERATIONS

- A. Lawn areas planted under this Contract and lawn areas outside the designated areas damaged by Contractor's operations shall be repaired at once by proper sod bed preparation, fertilizing and re-sodding, in accordance with these specifications.

END OF SECTION 02931

SECTION 02512 – CONCRETE CURBS, CURBS AND GUTTERS, AND SIDEWALKS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. This Section includes all labor, materials, transportation and equipment necessary to properly perform all work specified here, indicated on the Drawings, or reasonably implied to complete the construction. Included as a part of the work of this Section, but not necessarily limited by it, are curbs, curbs and gutters and sidewalks.

1.2 REFERENCED SPECIFICATIONS

- A. All materials and methods of construction shall conform to the requirements of the "Florida Department of Transportation, Standard Specifications for Road and Bridge Construction", latest edition.
- B. Section 02200: Earthwork

1.3 BASIS OF PAYMENT

A. Measurement

1. Measurement for payment of new concrete curb, curb and gutters, and sidewalks will be the linear footage of each of these installed as shown on the drawings.
2. Measurement for payment of removal and replacement of concrete curbs, curbs and gutters and sidewalks will be the linear footage cut as measured on the horizontal plane along the centerline of the piping installed. Only that concrete located directly over the centerline of the piping being installed, will be considered eligible for payment unless shown on the Drawings or authorized by the Engineer.
3. Measurement for payment of removal and replacement of concrete curbs and curbs and gutters will be the linear footage cut as measured on the horizontal plane, but limited to a distance equal to the depth of the pipeline trench at the point of crossing.

B. Payment

1. Payment for concrete curbs, curb and gutters and sidewalk will be included in the LUMP SUM amount or at the UNIT PRICE per linear foot as set forth in the Bid Form (Proposal). The respective amount will be payment in full for the item including, but not limited to, all placements and compactions required, materials as specified and shown on the Drawings, joint fabrication, all as applicable.

PART 2 - PRODUCTS

A. CONCRETE

1. Curbs, curbs and gutters and sidewalks shall be CLASS I concrete as required in Section 520 and 522 of the FDOT Standard Specifications; concrete for retaining walls shall be CLASS II as specified therein.

B. REINFORCEMENT

1. Any steel reinforcement shall conform to the requirement of Section 415 of the FDOT Standard Specifications.

C. JOINT MATERIALS

1. Joint materials shall be in accordance with Section 932, FDOT Standard Specifications.

PART 3 - EXECUTION

3.1 CURBS AND CURBS AND GUTTERS

- A. Curbs and curbs and gutters shall be formed, excavated for, placed, constructed, jointed, finished, cured and backfilled, and the concrete tested in accordance with Section 520 of the FDOT Standard Specifications.

B. SIDEWALKS

1. Sidewalks shall be formed, excavated for, placed, jointed, finished and cured in accordance with Section 522 of the FDOT Standard Specifications.

C. MACHINE PLACEMENT

1. Curbs, curbs and gutters, and sidewalks may be placed by machines at the Contractor's option. The finished product shall be true to line, grade and cross-section as shown on the Drawings.
2. Notwithstanding Sections 520 and 522 of the FDOT Standard Specifications, the following shall apply to items placed by machines.
 - a. Contraction joints shall be sawed. Joints shall be sawed as soon as the concrete has hardened sufficiently that raveling will not occur and within 24 hours of placement. Sawing shall be with mechanically driven carborundum or diamond saws. The depth of cut shall not be less than 2 inches.
 - b. Construction joints shall be sawed. The time element for sawing shall be as set fourth above. Construction joints occur at the beginning and ends of runs by machine placement. Saw cuts shall be made the full height of vertical faces before the wasted material is removed.

END OF SECTION 02512

SECTION 03100 – CONCRETE FORMWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Section 01310: Structural Submittals.
- B. Section 03200: Concrete Reinforcement.
- C. Section 03300: Cast-in-Place Concrete.

1.2 SECTION INCLUDES

- A. Section includes the design and erection of formwork, shoring and reshoring for cast-in-place concrete and accessories.

1.3 REFERENCES

- A. ACI 117 – Standard Specifications for Tolerances for Concrete Construction and Materials.
- B. ACI 301 – Standard Specifications for Structural Concrete.
- C. ACI 318 – Building Code Requirements for Structural Concrete.
- D. ACI 347 – Recommended Practice for Concrete Formwork.
- E. ASTM D1751 – Standard Specification for Preformed Expansion Joint Filler for Concrete paving and Structural Construction (Non-extruding and Resilient Bituminous Types).
- F. ASTM E154 – Standard Test Methods for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs, on Walls, or as Ground Cover.

1.4 SUBMITTALS

- A. Submit locations of construction joints for approval.
- B. Submit manufacturer's data for waterstops.
- C. Submit manufacturer's data for carton void forms.

1.5 DESIGN OF FORMWORK

- A. Design of formwork, shoring, and reshoring and its removal is the Contractor's responsibility.

- B. Design of formwork, shoring, and reforming shall conform to ACI 117, ACI 301, ACI 318, and ACI 347.
- C. Design formwork in a manner such that existing or new construction will not be overloaded.
- D. Do not remove shores or reshores earlier than recommended by ACI 301 and ACI 347.

PART 2 - PRODUCTS

2.1 FORM MATERIALS

- A. Construct forms with wood, plywood, metal, fiberglass or a combination of these materials.
- B. Form materials shall have sufficient strength to prevent distortion and warping.

2.2 FORMWORK ACCESSORIES

- A. Formwork accessories that are embedded in concrete, including ties and hangers, shall be commercially manufactured products.
 - 1. Form Ties: Removable or Snap-off; type, metal, cone type, with waterproofing washer, free of defects that could leave holes larger than 1 inch in concrete surface.

2.3 FORM RELEASE AGENT

- A. Form release agent shall not bond with, stain, nor adversely affect concrete surfaces.

2.4 VAPOR BARRIER

- A. Vapor Barrier shall consist of polyethylene sheet, not less than six (6.0) mils thick.

2.5 EXPANSION JOINT FILLER

- A. Asphalt impregnated pre-molded fiberboard expansion joint filler shall conform with ASTM D1751 and be ½ inch thick by full thickness of slab or joint, unless indicated otherwise on the Drawings.

2.6 CONSTRUCTION JOINTS

- A. Provide key type steel forms by Vulcan screed joints, Keyed Kold Joint manufactured by Burke or approved equal.

PART 3 - EXECUTION

3.1 GENERAL

- A. Erect formwork in accordance with ACI 301, ACI 318, and ACI 347.
- B. Maintain formwork and shoring to support loads until such loads can be supported by concrete structure.

3.2 TOLERANCES

- A. Finished work shall comply with ACI 117 tolerances.

3.3 SURFACE PREPARATION

- A. For concrete exposed to view, seal form joints to prevent leakage.
- B. Before reinforcement is placed, coat contact surfaces of form with form release agent in accordance with manufacturer's recommendations. Do not allow excess form release agent to accumulate in forms or to come in contact with concrete surfaces against which fresh concrete will be placed.

3.4 CHAMFERS

- A. Provide $\frac{3}{4}$ inch chamfer at all corners unless specified otherwise or as directed by the Architect/Engineer.

3.5 FOUNDATION ELEMENTS

- A. Form foundation elements if soil or other conditions are such that earth trench forms are unsuitable.
- B. Sides of exterior grade beams, foundation walls, and turned-down slabs shall be formed.
- C. Maintain minimum coverage of reinforcing steel as indicated on Structural Drawings.

3.6 INSERTS

- A. Install and secure in position required inserts, hangers, sleeves, anchor, and nailers.
- B. Locate anchor bolts by using templates with two nuts to secure in position.

3.7 EMBEDS

- A. Set and secure embedded plates, bearing plates, and anchor bolts in accordance with approved setting drawings and in such a manner to prevent displacement during placement of concrete.

3.8 VAPOR BARRIER

- A. Where indicated on Drawings, place vapor barrier over sewer, piping, and granular subbase, but below conduits and ducts, and behind insulation and expansion joints at sidewalls.
- B. Lap vapor barrier a minimum of six inches at splices being careful not to puncture any portion of the barrier.

3.9 FORM REMOVAL

- A. Remove forms carefully in such manner and at such time as to ensure complete safety of structure. Do not remove forms shoring, or reshoring until members have acquired sufficient strength to support their weight and the load thereon safely.

3.10 PROVISIONS FOR OTHER TRADES

- A. Provide openings in concrete formwork to accommodate work of other trades. Determine size and location of openings and recesses from trade providing such items.
- B. Accurately place and securely support items built into forms. Obtain approval for openings not shown on Drawings.

3.11 CLEANING

- A. Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed.

3.12 FORM SURFACES

- A. Coat contact surfaces of forms with a form coating compound before reinforcement is placed. Apply in accordance with manufacturer's recommendations. Rust-stained steel formwork is not acceptable.

3.13 CONSTRUCTION JOINTS

- A. Provide construction joints in accordance with ACI 318.
- B. Obtain Architect/Structural Engineer's prior approval for use and location of joints.
- C. Provide 1-1/2 inch deep key type construction joints at end of each placement for slabs, beams, walls, and footings. Bevel forms for easy removal.
- D. Remove loose particles and latency from surface prior to placing the next lift. Chip the surface to a depth sufficient to expose sound concrete.

END OF SECTION 03100

SECTION 03200 – CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Section 01310: Structural Submittals
- B. Section 01400: Quality Control Services
- C. Section 03100: Concrete Formwork
- D. Section 03300: Cast-in-Place Concrete

1.2 REFERENCES

- A. ACI 117 – Standard Specifications for Tolerances for Concrete Construction and Materials
- B. ACI 301 – Standard Specifications for Structural Concrete
- C. ACI 315 – Details and Detailing of Concrete Reinforcement
- D. ACI 318 – Building Code Requirements for Structural Concrete
- E. ASTM A185 – Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement
- F. ASTM A615 – Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
- G. ASTM A706 – Standard Specification for Low-Alloy Steel Deformed Bars for Concrete Reinforcement
- H. AWS D12.1 – Recommended practices for Welding Reinforcing Steel Metal Inserts, and Connections in Reinforced Concrete Construction
- I. AWS D1.4 – Structural Weld Code – Reinforcing Steel
- J. CRSI – Manual of Practice, and Documents 63 and 65

1.3 SUBMITTALS

- A. Submit shop drawings as follows:
 - 1. Notify Structural Engineer prior to detailing reinforcing steel shop drawings.

2. Indicate size, spacing, locations and quantities of reinforcing steel and wire fabric, bending and cutting schedules, splice lengths, stirrup spacing, supporting and spacing devices. Detail reinforcing steel in accordance with ACI 315 and CRSI Standards.
 3. Written description of reinforcement without adequate sections, elevations, and details is not acceptable.
 4. Reproduction of Structural Drawings for shop drawings is not permitted. Electronic drawing files will not be provided to the Contractor.
- B. Upon request, submit a certification from each manufacturer or supplier stating that materials meet the requirements of the ASTM and ACI standards referenced.
- C. Upon request, submit mill test reports.
- D. Submit manufacturer's data for tensile and compressive splicers.

1.4 QUALITY ASSURANCE

- A. Coordinate and schedule in a timely manner with the Structural Testing/Inspection Agency the following quality related items:
1. Verify reinforcing steel for quantity, size, location, and support.
 2. Verify proper reinforcing steel concrete coverage.

1.5 STORAGE AND PROTECTING

- A. Store reinforcing steel above ground so that it remains clean. Maintain steel surfaces free from materials and coatings which might impair bond.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Deformed reinforcing steel shall be newly rolled stock of domestic manufacture, substantially free of mill scale, rust, dirt, grease, or other foreign matter and shall conform to ASTM A615, refer to Structural Drawings for Grade (Grade 60 minimum) and sizing.
- B. Welded steel wire fabric shall be 6 inches by 6 inches – No. 10 woven or electrically welded wire fabric conforming to the requirements of ASTM A185. See Structural Drawings for sizing use 6 inches by 6 inches – W1.4 x W1.4 (No. 10) unless noted otherwise.

2.2 ACCESSORY MATERIALS

- A. Annealed steel tie wire shall conform to ASTM A82 for Cold-Drawn Steel for Concrete Reinforcement and shall be 16 1/2 gage minimum, unless otherwise specified.

- B. Bar supports shall be plastic-tipped steel Class I bar supports conforming to CRSI Specifications. Concrete brick may be used to support reinforcement to obtain proper clearance from earth.

2.3 SPLICERS

- A. Tensile splicers shall be capable of developing 125% of the reinforcing steel ASTM specified minimum yield strength.
- B. Compression splicers shall be the mechanical type such that the compression stress is transmitted by end bearing held in concentric contact.

2.4 DOWEL ADHESIVE

- A. Adhesive for dowels in existing concrete shall be either EPCON System Ceramic 6 Epoxy adhesive supplied by ITW Ramset/Red Head, HIT HY150 injection adhesive supplied by Hilti Fastening Systems, Foil-Fast epoxy injection gel supplied by the Rawlplug Company, or approved equal.

PART 3 - EXECUTION

3.1 FABRICATION

- A. Fabricate steel in accordance with ACI 318 and CRSI standards.
- B. Bend bars cold. Do not heat or flame cut bars. No field bending of bars partially embedded in concrete is permitted, unless specifically approved by Structural Engineer and checked by Testing and Inspection Agency for cracks.
- C. Weld only as indicated. Perform welding in accordance with AWS D12.1 and or AWS D1.4.
- D. Tag reinforcing steel for easy identification.

3.2 INSTALLATION

- A. Before placing concrete, clean reinforcement of foreign material, rust, scale, and coatings.
- B. Place, support, and secure reinforcement against displacement in accordance with ACI 318 and CRSI standards. Do not deviate from alignment or measurement.
- C. Place concrete beam reinforcement support parallel to main reinforcement.
- D. Locate welded wire fabric in the top third of slabs. Overlap mesh one lap plus two inches at side and end joints.
- E. Furnish and install dowels or mechanical splicers of walls, columns and piers to permit continuous reinforcement or development lengths at such intersections.

- F. Maintain cover and tolerances in accordance with ACI and CRSI Specifications, unless otherwise indicated on Structural Drawings.

3.3 SPLICES

- A. Do not splice reinforcement except as indicated on Structural Drawings. When permitted splices shall be lapped no less than 30 bar diameters, based on largest bar when lapping different sizes, and shall be staggered wherever possible.
- B. Tension couplers may be used and installed in accordance with manufacturer's specifications.

3.4 DOWELS IN EXISTING CONCRETE

- A. Install dowels and dowel adhesive in accordance with manufacturer's recommendations.
- B. Minimum embedment length shall be 12 bar diameters, unless otherwise specified.

END OF SECTION 03200

SECTION 03300 – CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Section includes cast-in-place concrete work indicated in the Contract Documents or otherwise required for proper completion of the work.

1.2 RELATED SECTIONS

- A. Section 01310: Structural Submittals
- B. Section 01400: Quality Control Services
- C. Section 03100: Concrete Formwork
- D. Section 03200: Concrete Reinforcement
- E. Section 03600: Non-Shrink Grout
- F. Section 05100: Structural Steel

1.3 REFERENCES

- A. ACI 211.1 – Standard Practice for Selecting Proportions for Normal, Heavyweight and Mass Concrete
- B. ACI 214 – Recommended Practice for Evaluation of Strength Test Results of Concrete
- C. ACI 224.3R – Joints in Concrete Construction
- D. ACI 233R – Ground Granulated Blast-Furnace Slag as a Constituent in Concrete
- E. ACI 301 – Specifications for Structural Concrete for Buildings
- F. ACI 302.1 – Guide for Concrete Floor and Slab Construction
- G. ACI 304 – Guide for Measuring, Mixing, Transporting and Placing Concrete
- H. ACI 305 – Hot Weather Concreting
- I. ACI 306 – Cold Weather Concreting
- J. ACI 308 – Standard Practice for Curing Concrete
- K. ACI 309 – Guide for Consolidation of Concrete
- L. ACI 318 – Building Code Requirements for Structural Concrete
- M. ASTM C31 – Standard Practice for Making and Curing Concrete Test Specimens in the Field
- N. ASTM C33 – Standard Specification for Concrete Aggregates

- O. ASTM C39 – Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
- P. ASTM C94 – Standard Specification for Ready-Mixed Concrete
- Q. ASTM C138 – Standard Test Method for Unit Weight, Yield, and Air Content (Gravimetric) of Concrete
- R. ASTM C143 – Standard Test Method for Slump of Hydraulic Cement Concrete
- S. ASTM C150 – Standard Specification for Portland Cement
- T. ASTM C172 – Standard Practice for Sampling Freshly Mixed Concrete
- U. ASTM C173 – Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
- V. ASTM C230 – Standard Specification for Flow Table or Use in Tests of Hydraulic Cement
- W. ASTM C260 – Standard Specification of Air-Entraining Admixtures for Concrete
- X. ASTM C309 – Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
- Y. ASTM C330 – Standard Specification for Lightweight Aggregates for Structural Concrete
- Z. ASTM C494 – Standard Specification for Chemical Admixtures for Concrete
- AA. ASTM C567 – Standard Test Method for Unit Weight of Structural Lightweight Concrete
- BB. ASTM C618 – Standard Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete
- CC. ASTM E1155 – Standard Test Method for Determining Floor Flatness and Levelness Using the F-Number System

1.4 NOTICE

- A. Notify Architect/Structural Engineer and Structural Testing/Inspection Agency not less than forty-eight (48) hours prior to placing concrete.

1.5 QUALITY ASSURANCE

- A. Structural Testing/Inspection Agency shall perform the following quality related items:
 - 1. Examine concrete in truck to verify that concrete appears properly mixed.
 - 2. Perform a slump test as deemed necessary for each concrete load. Record if water or admixtures are added to the concrete at the job site. Perform additional slump tests after job site adjustments.
 - 3. Mold four specimens per set for compressive strength testing; one set for each 50 cubic yards of each mix design placed in any one day. For each set molded, record:
 - a. Batching time
 - b. Slump

- c. Air Content
- d. Unit Weight
- e. Temperature, ambient and concrete
- f. Location of placement
- g. Any pertinent information, such as addition of water, addition of admixtures, etc.

Perform one 7-day and two 28-day compressive strength tests. (Use one as a spare to be broken as directed by the Structural Engineer if compressive strengths do not appear adequate.)

- 4. Verify the dry weight of the lightweight aggregates and the five-day saturated weight of the aggregate, and verify that aggregates are being properly presoaked prior to batching concrete.
 - 5. Monitor placement of structural lightweight concrete placed by pumping.
 - 6. Report in writing, as directed by the Architect/Structural Engineer, on the same day that tests are performed. Reports of compressive strength test shall contain the project identification name and number, date of concrete placement, name of concrete testing agency, concrete design compressive strength, location of concrete placement in structure, concrete mix proportions and materials, compressive breaking strength and type of break.
- B. The ready-mixed concrete plant shall be certified for conformance with the requirements of the National Ready Mix Concrete Association.

1.6 CONCRETE MIX DESIGN

- A. Unless otherwise specified, all concrete shall be ready-mixed, normal weight, as produced by a plant acceptable to the Architect/Structural Engineer. Job mix concrete may be used for small quantities upon receiving prior approval of Architect/ Structural Engineer.
- B. Establish concrete mix design proportions in accordance with ACI 318, Chapter 5.
- C. Submit concrete mix designs. Include the following:
 - 1. Type and quantities of materials
 - 2. Slump
 - 3. Air content
 - 4. Fresh unit weight
 - 5. Aggregates sieve analysis
 - 6. Design compressive strength
 - 7. Location of placement in structure
 - 8. Method of placement
 - 9. Method of curing
 - 10. Seven-day and 28-day compressive strengths
- D. Concrete supplier shall submit certifications that the materials used meet applicable ASTM Specifications. Mix designs not conforming to the above will be rejected.

1.7 STRUCTURAL LIGHTWEIGHT CONCRETE

- A. Design structural lightweight concrete mixes suitable for pumping.

1.8 SLUMP

- A. Design concrete with the following target slump (higher value represents maximum):

1. Pavement and Slabs on Ground	1~2
2. Plain Footings, gravity walls, slabs and beams	1~2
3. Sidewalks, Boat Ramp	1~4
4. Heavy Reinforced foundation walls and footings	1~4
5. Thin reinforced wall and columns	1~4

- B. If a slump greater than five inches is desired it shall be achieved with a high-range water reducer. Design the concrete mix with a high range water reducer slump of two and one-half inches plus or minus one and one-half inches. The maximum slump after high-range water reducers are added shall be eight inches.

1.9 FRESH UNIT WEIGHT

- A. Normal weight concrete shall have a fresh unit weight of 140 to 152 pcf.
- B. Structural lightweight concrete shall have a fresh unit weight of 110 to 120 pcf, and an air-dried unit weight of 107 to 116 pcf.

1.10 AIR CONTENT

- A. No entrained air content is required in concrete placed in the foundation, or for slabs and columns with interior exposure.
- B. For normal weight concrete, entrained air content shall be 5% plus or minus 1-1/2 %, unless specified otherwise.
- C. For normal weight concrete with required compressive strength equal to or greater than 5,000 psi, entrained air content shall be 3% plus or minus 1%.
- D. For structural lightweight concrete, entrained air content shall be 6% plus or minus 1-1/2%, except when a high-range water reducer is used the air content may be 3% plus or minus 1%.

1.11 WATER/CEMENT RATIO

- A. Concrete elements shall have a maximum water cement ratio of the following, unless noted otherwise.

<u>Compressive Strength</u>	<u>W/C (lb/lb)</u>
3,000 PSI	0.55
4,000 PSI	0.50

4,500 PSI or greater 0.48

- B. For slab on grade, provide a maximum water/cement ratio of .48.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Materials designated by specific manufacturer's trade names are approved, subject to compliance with the quality and performance indicated by the manufacturer. Instructions and specifications, published by the manufacturer of such materials are included in and are a part of these specifications. Upon request, provide certification from manufacturer or supplier that materials designated by reference to ASTM and ACI standards meet the requirements of these standards.

2.2 CONCRETE STRENGTH

- A. Provide concrete strengths indicated on the Structural Drawings.

2.3 CEMENT

- A. Portland cement shall conform to ASTM C150, Type I or Type II (moderately aggressive environments), unless noted otherwise. Use one brand only.

2.4 AGGREGATE

- A. Fine aggregate shall conform to ASTM C33.
- B. Coarse aggregate of gravel or crushed stone shall conform to ASTM C33. Size coarse aggregate in accordance with ACI 318.
- C. Lightweight coarse aggregate shall conform to ASTM C330. Do not blend lightweight coarse aggregates with normal weight coarse aggregates for structural lightweight concrete.

2.5 WATER

- A. Water shall be fresh, potable and shall not contain injurious amounts of oil, acid, alkali, organic matter, or other deleterious substances in accordance with ACI 318.

2.6 AIR ENTRAINING AGENT

- A. Air entraining agent shall conform to ASTM C260.

2.7 WATER REDUCER

- A. Water reducing agent shall conform to ASTM C494.

2.8 HIGH-RANGE WATER REDUCER

- A. High-range water reducers (superplasticizers) shall conform to ASTM C494.

2.9 CHLORIDE

- A. Use no chlorides of any form in concrete.

2.10 CURING COMPOUND

- A. An acrylic cure compound with a minimum solid content of 20% may be used at the Contractor's option in accordance with ASTM 309.

2.11 FLY ASH

- A. Fly Ash shall be Class F Fly Ash with a loss on ignition of less than 5% or Class C fly ash with a loss on ignition of less than 1% in accordance with ASTM C618.
- B. Maximum fly ash content shall be limited to 20% of the total cementitious material weight.

2.12 GROUND GRANULATED BLAST-FURNACE SLAG (GGBFS).

- A. Ground Granulated Blast-Furnace Slag (GGBFS) shall conform to ACI 233.
- B. Maximum GGBFS content shall be limited to 50% of the total cementitious material weight. Maximum total combined GGBFS plus Fly Ash shall be limited to 50% of the total cementitious material weight.

2.13 ACCELERATORS

- A. Non-chloride accelerators shall conform to ASTM C494. Admixtures causing accelerated setting of cement in concrete or containing chloride ions shall not be used.

2.14 RETARDERS

- A. Retarders shall conform to ASTM C494.

PART 3 - EXECUTION

3.1 HIGH-RANGE WATER REDUCERS

- A. High-range water reducers are to be added at dosage recommended by the manufacturer. The slump of the concrete shall be one to four inches at the time the high-range water reducers are added. Do not permit fresh concrete containing superplasticizers to come in contact with fresh concrete not containing superplasticizers.

3.2 COARSE LIGHTWEIGHT AGGREGATE

- A. Presoak coarse lightweight aggregate a minimum of 72 hours prior to batching. Maintain the moisture content indicated by the five day saturated weight.

3.3 ADDITION OF WATER AT THE JOBSITE

- A. Water may be added to the batch only if neither the maximum permissible water/cement ratio nor the maximum slump is exceeded. If added, it shall be noted on the batch ticket. Contractor shall assume all liability of non-conforming concrete due to added water.

3.4 PLACEMENT OF CONCRETE

- A. Deposit concrete as near as practical to final position. Maximum free fall shall be six feet.
- B. Do no flowing of concrete with vibrators.
- C. Place floors and slabs in accordance with ACI 302.
- D. Do not use aluminum equipment in placing and finishing concrete.
- E. Place thickened slabs for partitions integral with floor slabs.
- F. Prepare place of deposit, mix, convey, place, and cure concrete in accordance with ACI 301, ACI 304, and ACI 318. Wet forms before placing concrete.
- G. Place concrete on properly prepared granular subbase. Vapor barrier is installed below granular subgrade.

3.5 MIXING AND DELIVERY

- A. All mixing and deliveries of concrete shall conform to the requirements specified in Section 346-7, FDOT Specifications.

3.6 VIBRATION

- A. Consolidate concrete in accordance with ACI 301 and ACI 309.

3.7 CURING

- A. Begin curing procedures immediately following the commencement of the finishing operation.

- B. Cure concrete in accordance with ACI 308. Keep the concrete surface moist. If an acrylic curing compound is used, apply in accordance with manufacturer's recommendations to surfaces of concrete not protected for five days by formwork. Do not use curing compounds in areas to receive material that does not adhere to concrete cured with a curing compound unless the curing compound is water soluble.
- C. Moist cure concrete elements within aggressive environments as follows:
 - 1. Place burlap and polyethylene curing blankets on the surface and keep them continuously moist with sprinklers for seven days.
 - 2. In hot weather or wind conditions, prevent rapid mix water evaporation and possible plastic shrinkage cracking by using evaporation retarders or fog sprays.
 - 3. In cold weather, follow recommended procedures in ACI 306 and ACI 308.
 - 4. After the curing blankets are removed, if a sealer is not specified to be applied, spray on a two-coat application of liquid membrane curing compound. If a sealer is to be applied a curing compound is not required.

3.8 SLAB ON GRADE

- A. Concrete used in slabs on grade shall exhibit ultimate shrinkage strain and rate of shrinkage that correspond to the average values suggested by ACI Committee 209 for normal weight concrete. Concrete shrinkage tests shall be performed on slabs greater than 12" in thickness according to ASTM C512 and shall be performed by an ACI certified technician in an ACI Certified laboratory.

3.9 ENVIRONMENTAL PROVISIONS

- A. Perform cold weather concreting in accordance with ACI 306.
- B. Perform hot weather concreting in accordance with ACI 305.
- C. Protect concrete from drying and excessive temperature for the first seven days.
- D. Protect fresh concrete from wind.

3.10 CONTRACTION JOINTS

- A. Obtain Architect/Structural Engineer's approval for location of contraction joints.
- B. Do not place contraction joints in framed floors or composite slabs.
- C. Place contraction joints in slabs-on-grade with a maximum spacing of approximately 18' to form a regular grid. The long dimension of the grid shall not exceed 1.5 times the short dimension of the grid. Contraction joints may be saw cut if cut within 8 hours after placement of concrete. Saw cuts shall be a depth equal to one-fourth the slab thickness by one-eighth inch

wide. Alternately, in areas to receive carpeting or wood flooring contraction joints may be provided by preformed plastic strip inserts.

3.11 CUTTING CONCRETE

- A. Obtain Architect/Structural Engineer's written approval prior to cutting concrete for installation of other work.

3.12 PATCHWORK AND REPAIRS

- A. Notify Architect/Structural Engineer of any defective areas in concrete to be patched or repaired. Repair and patch defective areas with non-shrink grout. Cut out defective areas over two inches in diameter to solid concrete, but not less than a depth of one inch. Make edges of cuts perpendicular to the concrete surface.

3.13 DEFICIENT CONCRETE COMPRESSIVE STRENGTH

- A. In the event that concrete tests indicate a 7-day or 28-day strength below that which was specified, the Contractor, with the agreement of the Architect/Structural Engineer, shall have the mix adjusted so that subsequent concrete will comply with the minimum strength requirements. The Owner may require core specimens to be taken and tested, at the Contractor's expense. If the core tests fall below minimum requirements, as determined by the Architect/Engineer, the concrete in place will be deemed to be defective. This concrete shall be removed and replaced or strengthened in a manner acceptable to the Owner and Architect/Engineer, at the Contractor's expense. Any demolition or repair of other materials or systems as a result of repair or replacement of defective concrete shall be at the Contractor's expense.

3.14 CONCRETE FINISHES

- A. Finish concrete in accordance with ACI 301.
- B. Complete slabs less than 4,000 SF (including smaller keyed sections): Finish concrete slabs to flatness and levelness tolerances with finishes that meet or exceed 1/8" as measured under a 10'-0" straightedge.
- C. Slabs larger than 4,000 SF: Finish concrete slabs to flatness and levelness tolerances which correspond to FF 25/FL 20 minimum overall for composite of all measured values per placement and FF 17/FL 12 minimum for any individual floor section.
- D. For concrete slabs to receive wood flooring, finish flatness and levelness tolerances which correspond to FF 45/FL 30 minimum overall for composite of all measured values per placement and FF 30/FL 20 minimum for any individual floor section.
- E. For shored construction, FL values do not apply if slab is tested after shoring is removed.
- F. For unshored construction, FL does not apply.

- G. Slabs which do not meet the flatness and levelness criteria shall be repaired or replaced.

END OF SECTION 03300

SECTION 06100 – ROUGH CARPENTRY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:

- 1. Wood blocking cants, nailers, curbs, stripping, sills, furring, and similar members.
- 2. Wood members for marine and marina applications

- B. Related Sections include the following:

- 1. Division 6 Section "Interior Architectural Woodwork" for interior woodwork not specified in the Section.

1.3 DEFINITIONS

- A. Lumber grading agencies, and the abbreviations used to reference them, include the following:

- 1. AWWPA – American Wood Protection Association
- 2. NELMA -- Northeastern Lumber Manufacturers Association.
- 3. NLGA – National Lumber Grades Authority.
- 4. SPIB – Southern Pine Inspection Bureau.
- 5. WCLIB – West Coast Lumber Inspection Bureau.
- 6. WWPA – Western Wood Products Association.

1.4 SUBMITTALS

- A. Product Data: For each type of process and factory-fabricated product. Indicate component materials and dimensions and include construction and application details.

- 1. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used, net amount of preservative retained, and chemical treatment manufacturer's written instructions for handling, storing, installing, and finishing treated material.

2. Include data for fire-retardant treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Include physical properties of treated materials, both before and after exposure to elevated temperatures when tested according to ASTM D 5516 and ASTM D 5664.
 3. For products receiving a waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to project site.
 4. Include copies of warranties from chemical treatment manufacturers for each type of treatment.
- B. Research/Evaluation Reports: For the following, showing compliance with building code in effect for Project:
1. Preservative-treated wood.
 2. Fire-retardant-treated wood.

1.5 DELIVERY, STORAGE AND HANDLING

- A. Stack lumber, plywood, and other panels; place spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.

PART 2 - PRODUCTS

2.1 WOOD PRODUCTS GENERAL

- A. Lumber: DOC PS 20 and applicable rules of lumber grading agencies certified by the ALSC Board of Review.
1. Factory mark each piece of lumber with grade stamp of grading agency.
 2. Where nominal sizes are indicated, provide actual sizes required by DOC PS 20 for moisture content specified. Where actual sizes are indicated, they are minimum dressed sizes for dry lumber.
 3. Provide dressed lumber, surfaced four sides (S4S), unless otherwise indicated.
 4. Provide seasoned dry lumber with 19 percent maximum moisture content at time of dressing for 2-inch nominal thickness or less, unless otherwise indicated.

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. Preservative Treatment by Pressure Process: Treatments shall be applied and consistent with the American Wood Protection Association Standard, latest edition.

- B. Kiln-dry material after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood. Do not use material that is warped or does not comply with requirements for untreated material.
- C. Mark each treated item with the treatment quality mark of an inspection agency approved by the American Lumber Standards Committee Board of Review.
- D. Application: Treat items indicated on Drawings, and the following:
 - 1. Pressure treat above ground items with waterborne preservatives to a minimum retention based on AWPAC UC3B requirements (0.25 lb/cubic ft. ACQ/ACZA).
 - a. Wood cants, nailers, curbs, stripping, and similar members in connection with roofing, flashing vapor barriers, and waterproofing.
 - b. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 - c. Wood framing members less than 18 inches above grade.
 - 2. Pressure treat wood members in contact with ground or freshwater with waterborne preservatives to a minimum retention based on AWPAC UC4A requirements (0.40 lb/cubic ft. ACQ/ACZA).
 - 3. Pressure treat wood members for marine applications:
 - a. Above ground and out of water but subject to splash items with waterborne preservatives to a minimum retention based on AWPAC UC4C requirements (0.60 lb/cubic ft. ACQ/ACZA).
 - b. In brackish or saltwater use and subject to marine borer attack items with waterborne preservatives to a minimum retention based on AWPAC UC5C requirements (2.5 lb/cubic ft. CCA/ACZA).

2.3 FIRE-RETARDANT-TREATED MATERIALS

- A. General: Where fire-retardant-treated materials are indicated, provide materials that comply with performance requirements in AWPAC UFCA (C20) and AWPAC UFCB (C27). Identify fire-retardant-treated wood with appropriate classification acceptable to authorities having jurisdiction.
 - 1. Use treatment for which chemical manufacturers publish physical properties of treated wood after exposure to elevated temperatures when tested by a qualified independent testing agency according to ASTM D 5664 and ASTM D 5516.
 - 2. Use treatment that does not promote corrosion of metal fasteners.
- B. All lumber within the envelope of the building shall be fire retardant treated.

2.4 DIMENSION LUMBER

- A. General: If not indicated on Contract documents, provide dimension lumber of any species and grades indicated for applicable use category listed in table below. Lumber shall comply with AITC's American Lumber Standards Committee's National Grading Rule (NGR) provisions of inspection agency applicable to species.

PRODUCT (Nominal Dimension)	GRADE	USE
Structural Light Framing 2 to 4 inches thick 2 to 4 inches wide	Select Structural No. 1 No. 2 No. 3	Structural applications where highest design values are needed in light framing sizes.
Light Framing 2 to 4 inches thick 2 to 4 inches wide	Construction Standard Utility	Where high-strength values are not required, such as wall framing, plates, sills, cripples, and blocking.
Stud 2 to 4 inches thick 2 inches and wider	Stud	Optional all-purpose grade designed primarily for stud uses, including bearing walls.
Structural Joists and Planks 2 to 4 inches thick 5 inches and wider	Select Structural No. 1 No. 2 No. 3	Intended to fit engineering applications for lumber nominal 5 inches and wider, such as joists, rafters, headers, beams, trusses, and general framing.

- B. Species and grades must meet or exceed the following values, unless indicated otherwise on Contract documents.
1. Fb (extreme fiber stress in bending): Minimum 850 psi.
 2. E (modulus of elasticity): Minimum 1,300,000 psi.
- C. Exposed Framing: Refers to dimension lumber which is not concealed by other work, and is indicated to receive stained, painted, and or natural finish.
- D. Provide material hand-selected from lumber of species and grade indicated for type of use, for uniformity of appearance, and freedom from characteristics that would impair finish appearance.

2.5 MISCELLANEOUS LUMBER

- A. General: Provide lumber for support or attachment of other construction, including rooftop equipment curbs and support bases, cant strips, bucks, nailers, blocking, furring, grounds, stripping, and similar members.
- B. Fabricate miscellaneous lumber from dimension lumber of sizes indicated, and into shapes shown on Contract documents.
- C. Moisture Content: 19 percent maximum for lumber items not specified to receive wood preservative treatment.

- D. Grade and Species: For dimension lumber sizes, provide No. 3 or Standard grade lumber per AITC's American Lumber Standards Committee's NGRs of any species. For board-size lumber, provide No. 3 Common or Standard grade per WWPA of any species.

2.6 WOOD-BASED STRUCTURAL-USE PANELS, GENERAL

- A. Structural-Use Panel Standards: Panel thickness, grade, veneer qualities and group number or span rating, shall be as shown on Drawings, and in accordance with recommendations of APA. Comply with PS 1 for plywood panels, and PS 2 for products not manufactured under PS 1 provisions.
 - 1. Panels which have any edge or surface permanently exposed to weather shall be classed Exterior Grade.
 - 2. Panel thickness, grade, and group number or span rating shall be at least equal to that needed to comply with requirements specified but not less than thickness shown on Drawings.
 - 3. Comply with "Code Plus" provisions in APA Form No. E30k, "APA Design/Construction Guide: Residential & Commercial."
- B. Trademark: Factory-mark each structural-use panel with APA trademark evidencing compliance with grade requirements.

2.7 CONCEALED, PERFORMANCE-RATED STRUCTURAL-USE PANELS

- A. General: Where structural-use panels are indicated for concealed types of applications, provide APA performance rated panels complying with requirements indicated for grade designation, span rating, exposure durability classification, and edge detail (where applicable).
 - 1. Provide panel clips for edge support as recommended by panel manufacturer, or where required by IBC.
 - 2. Provide panels of thickness meeting requirements specified, but not less than thickness indicated.
- B. Combination Subfloor-Underlayment: APA-rated Sturd-I-Floor.
 - 1. Exposure Durability Classification: Exposure 1.
 - 2. Span Rating: As required to suit joist spacing indicated.
 - 3. Edge Detail: Tongue and groove.
 - 4. Surface Finish: Fully sanded face.
- C. Subflooring: APA-rated sheathing.
 - 1. Exposure Durability Classification: Exposure 1.
 - 2. Span Rating: As required to suit joist spacing indicated.
- D. Wall Sheathing: APA-rated sheathing.
 - 1. Exposure Durability Classification: Exposure 1. Where sheathing is exposed on any side, it shall be exposure durability classification "Exterior."
 - 2. Span Rating: As required to suit stud spacing indicated.

E. Roof Sheathing: APA-rated sheathing.

1. Exposure Durability Classification: Exposure 1.
2. Span Rating: As required to suit joist or truss spacing indicated.

2.8 STRUCTURAL-USE PANELS FOR BACKING

- A. Plywood Backing Panels: For mounting electrical or telephone equipment, provide fire-retardant-treated plywood panels with grade C-D plugged Exposure 1, in thickness indicated on Contract documents or, if not otherwise indicated, not less than 15/32 inch thick.

2.9 STRUCTURAL-USE PANELS FOR UNDERLAYMENT

- A. General: Over smooth subfloors, provide underlayment not less than 1/4 inch thick. Over board or uneven subfloors, provide underlayment not less than 1 1/32 inch thick.
- B. Plywood Underlayment for Resilient Flooring: For underlayment under 19/32 inch thick, provide plywood panels with fully sanded face, APA Underlayment grade, Exposure 1.
- C. Structural-Use Panel Underlayment for Resilient Flooring: For underlayment 19/32 inch thick or more, provide fully sanded, veneer-faced, APA-rated, Sturd-I-Floor panels, Exposure 1.
- D. Plywood Underlayment for Ceramic Tile: Provide APA-rated, Underlayment grade, exterior plywood, 5/8 inch thick, for ceramic tile set in epoxy mortar.
- E. Plywood Underlayment for Carpet: For underlayment under 19/32 inch thick, provide plywood panels with fully sanded face, APA Underlayment grade, Exposure 1.
- F. Structural-Use Panel Underlayment for Carpet: For underlayment 19/32 inch thick or more, provide APA-rated Sturd-I-Floor panels with touch-sanded face, Exposure 1.

2.10 PARTICLE BOARD

- A. General: Comply with and factory mark each panel according to ANSI A208.1. Provide thickness indicated on Contract documents.
- B. Particleboard Underlayment: Grade PBU.
- C. Particleboard Subflooring: Grade M-3-Exterior Glue.
- D. Particleboard Wall Sheathing: Grade M-1-Exterior Glue.

2.11 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specifies in this Article for material and manufacture.

1. Where carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153 or of Type 304 (18/8) Stainless Steel. Where carpentry is exposed to marine environment provide fasteners of Type 316 (18/10) Stainless Steel.
 2. Where carpentry is exposed to salt and/or water environment provide stainless steel fasteners complying with ASTM F593, A 316 alloy, unless noted otherwise.
- B. Nails, Wire, Braids, and Staples: FS FF-N-105.
- C. Power-Driven Fasteners: CABO NER-272.
- D. Wood Screws: ASME B18.6.1., ASTM F879
- E. Screws for Fastening to Cold-Formed Metal Framing: ASTM C 954, except with wafer heads and reamer wings, length as recommended by screw manufacturer for material being fastened.
- F. Lag Bolts: ASME B18.2.1. Stainless (Grade 18/10-Marine Applications, Others-18/8)
- G. Bolts: Steel bolts complying with ASTM A 307 with ASTM A 563 hex nuts and, where indicated, flat washers. Stainless Steel bolts complying with ASTM F 593 with ASTM F 594 hex nuts and, where indicated, flat washers.
- H. Expansion Anchors: Anchor bolt and sleeve assembly of material indicated below with capability to sustain, without failure, a load equal to 6 times the load imposed when installed in unit masonry assemblies and equal to 4 times the load imposed when installed in concrete as determined by testing per ASTM E 488 conducted by a qualified independent testing and inspection agency.
1. Material: Carbon-steel components, zinc plated to comply with ASTM B 633, Class Fe/Zn 5.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Discard units of material with defects that impair quality of carpentry and that are too small to use with minimum number of joints or optimum joint arrangement.
- B. Set carpentry to required levels and lines, with members plumb, true to line, cut, and fitted. Fit carpentry to other construction; scribe and cope as needed for accurate fit. Locate nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- C. Apply field treatment complying with AWWA M4 to cut surfaces of preservative-treated lumber and plywood.
- D. Securely attach carpentry work as indicated and according to applicable codes and recognized standards.

- E. Countersink fastener heads on exposed carpentry work and fill holes with wood filler.
- F. Use fasteners of appropriate type and length. Predrill members when necessary to avoid splitting wood; fasten panel products to allow for expansion at joints unless otherwise indicated.

3.2 WOOD GROUND, BLOCKING, AND NAILER INSTALLATION

- A. Install where indicated and where required for screeding or attaching other work. Coordinate locations with other work involved.
- B. Attach items to substrates to support applied loading. Recess bolts and nuts flush with surfaces, unless otherwise indicated.

3.3 WOOD FRAMING, GENERAL

- A. Framing Standard: Comply with AFPA's "Manual for Wood Frame Construction" unless noted otherwise.
- B. Framing with Engineered Wood Products: Install engineered wood products to comply with manufacturer's written instructions.
- C. Install framing members of size and at spacing indicated.
- D. Do not splice structural members between supports.

END OF SECTION 06100

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

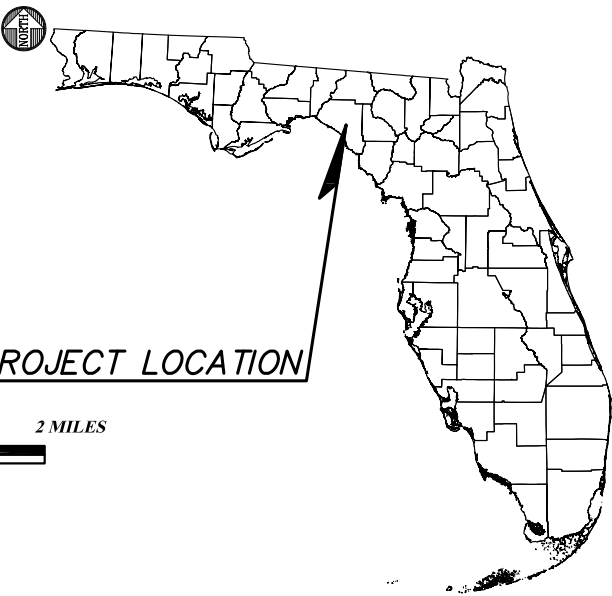
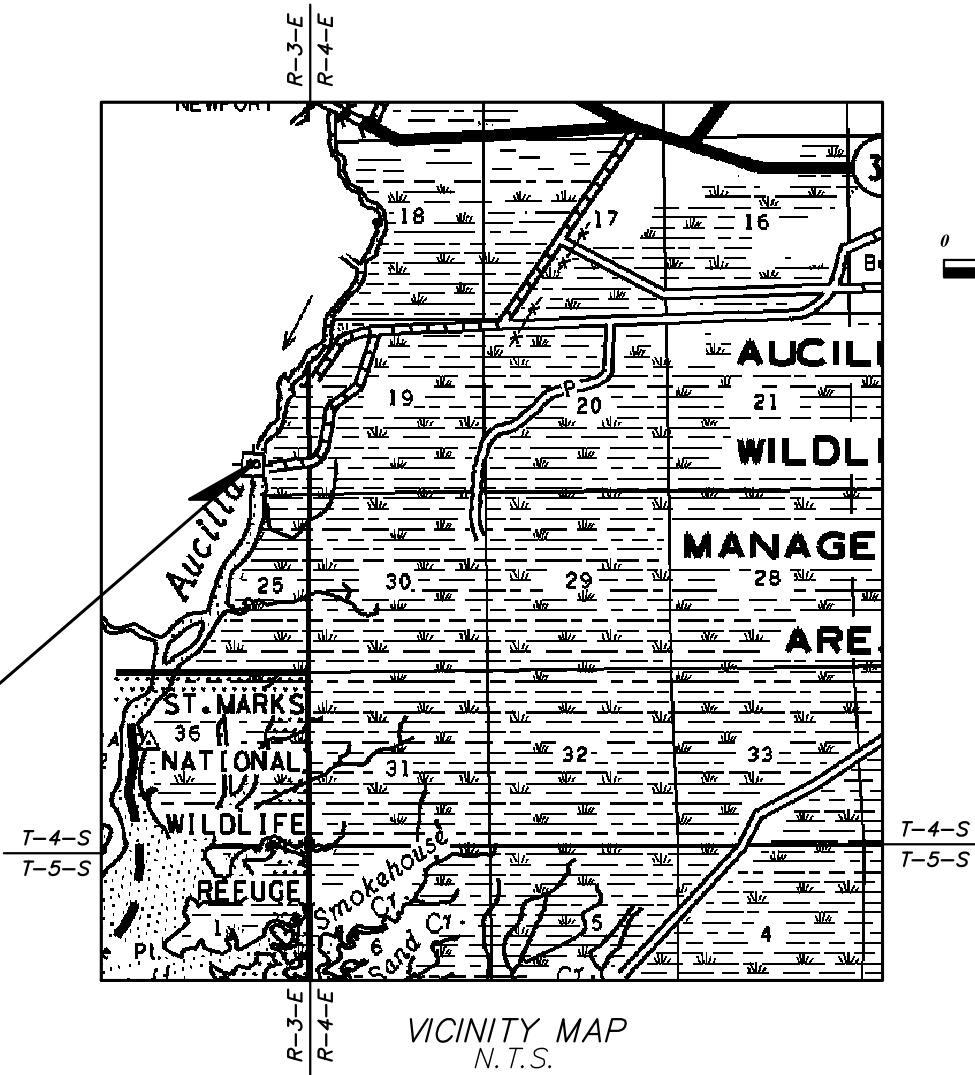
WILLIAMS FISH CAMP LANDING
(MANDALAY BOAT RAMP)

TAYLOR COUNTY PROJECT NO. 2008-008-ENG

PLAN INDEX

SHEET	DESCRIPTION
1	COVER & CONTENTS
2	GENERAL NOTES
3	EXISTING CONDITIONS
4	HORIZONTAL CONTROL
5	PAVING & GRADING
6	CROSS SECTIONS
7	STRIPING
8~11	DETAILS

WILLIAMS FISH CAMP LANDING
(MANDALAY BOAT RAMP)



PROJECT NO.	2008-008-ENG	
	SHEET NO. 1 OF 11	
DESIGNED BY	WILLIAMS FISH CAMP LANDING (MANDALAY BOAT RAMP)	
	COVER & CONTENTS	
DRAWN BY	BOB	
	DATE 7/25/14	
CHECKED BY	KRD	
	APPROVED BY BOCC	
FILE NAME	2008-008-ENG.DWG	
	PLOT DATE 7/25/2014 4:35 PM	

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION,
DESIGN STANDARDS, 2014 EDITION;
STANDARD SPECIFICATIONS FOR ROAD AND
BRIDGE CONSTRUCTION, 2014 EDITION; AND
TAYLOR COUNTY LAND DEVELOPMENT REGULATIONS,
AS AMENDED BY CONTRACT DOCUMENTS.

PROJECT DESCRIPTION		
AREA OVER SURFACE WATER	3,568 S.F.	396.4 S.Y.
DREDGE OVER SURFACE WATER	0.00 C.F.	0.00 C.Y.
FILL OVER SURFACE WATER	6,723 C.F.	249 C.Y.

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.

ENGINEER OF RECORD: KENNETH DUDLEY
P.E. NO.: 58014

GENERAL NOTES:

1.

ALL 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.
2.

CONTRACTOR SHALL BRING TO THE ATTENTION OF THE ENGINEER ANY DISCREPANCIES BETWEEN ACTUAL FIELD CONDITIONS AND CONSTRUCTION PLANS BEFORE PROCEEDING WITH CONSTRUCTION.
3.

ANY EXISTING BENCHMARKS ARE TO BE REESTABLISHED BY THE CONTRACTOR'S SURVEYOR, IF DISTURBED.
4.

ALL BORROW MATERIAL (OR EMBANKMENT) SHALL MEET THE REQUIREMENTS OF FDOT INDEX NO. 505 AND SHALL BE FURNISHED BY THE CONTRACTOR FROM FROM OFF-SITE AREAS PROVIDED BY THE CONTRACTOR AND APPROVED BY THE COUNTY ENGINEERING DIVISION.
5.

THE CONTRACTOR SHALL STOCKPILE ALL CONSTRUCTION MATERIALS IN SAFE AREAS ACCEPTABLE TO THE COUNTY ENGINEERING DIVISION. FILL AND DREDGE MATERIALS SHALL BE ENCLOSED BY TYPE III STAKED SILT FENCE SEDIMENT BARRIER UNTIL USED OR DISPOSED.
6.

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. OLD DOCKS, GANGWAYS, AND PILINGS NOT REUSED SHALL BE SALVAGED TO THE OWNER, UPON REQUEST, AT THE TAYLOR COUNTY PUBLIC WORKS DIVISION, 587 HWY 27E (SR20).
7.

ALL DISTURBED AREAS SHALL BE STABILIZED BY SODDING (BERMUDA) AND FERTILIZING.
8.

ALL WATER, EQUIPMENT, SUPPLIES, ETC. INCLUDING NECESSARY SURVEYING SHALL BE INCLUDED IN BID PRICE(S). OMISSIONS BY CONTRACTOR WILL NOT SERVE AS JUSTIFICATION FOR APPROVAL OF ADDITIONAL COMPENSATION.
9.

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.
10.

CONTRACTOR IS RESPONSIBLE FOR ANY NECESSARY UTILITY FIELD LOCATION OR RELOCATION, AS REQUIRED, AND SHALL COORDINATE WITH UTILITY OWNERS (SEE BELOW).
11.

CONTRACTOR SHALL EXERCISE EXTREME CARE DURING THIS PROJECT AND SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND, THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR.
12.

CONTRACTOR SHALL BE RESPONSIBLE FOR SECURITY OF ALL SUPPLIES AND MATERIALS.
13.

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. BELOW IS THE WEBSITE ADDRESS FOR ENROLLING:
http://www.uscis.gov/portal/site/uscis/menuitem

MAINTENANCE OF TRAFFIC BY CONTRACTOR

1.

THE CONTRACTOR'S PROPOSED SEQUENCE OF OPERATIONS AND SPECIFIC MAINTENANCE OF TRAFFIC PLANS SHALL BE REVIEWED AND APPROVED BY THE COUNTY ENGINEERING DIVISION NO LESS THAN 48 HOURS PRIOR TO THEIR IMPLEMENTATION.
2.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SAFE PASSAGE OF TRAFFIC AND PROTECTION OF HIS WORK FORCE THROUGHOUT THE PROJECT.
3.

MAINTENANCE OF TRAFFIC SIGNS SHALL BE LOCATED AT US HWY 98, MANDALAY ROAD, AND FISH CAMP ROAD STATING "BOAT RAMP CLOSED" AND "UNDER CONSTRUCTION".
4.

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.
5.

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.
6.

TEMPORARY LANES SHALL BE STABILIZED AND SUITABLE FOR ALL WEATHER CONDITIONS.

UTILITY COMPANY:

FAIRPOINT
TRI-COUNTY ELECTRIC COOP.

UTILITY TYPE:

TELEPHONE
ELECTRIC

TELEPHONE NUMBER:

850-580-0900
850-973-8748

CONTRACTOR SHALL NOTIFY UTILITY OWNERS THROUGH SUNSHINE ONE CALL OF FLORIDA, INC. 811 OR 1-800-432-4770 AND UTILITY OWNERS LISTED ABOVE, 48 HOURS IN ADVANCE OF BEGINNING CONSTRUCTION AT THE JOB SITE.

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 3:1 OR STEEPER REQUIRE LAPPED OR PEGGED SOD.
3.

TURBIDITY BARRIERS PER FDOT INDEX 103 SHALL BE IN PLACE BEFORE ANY WORK EITHER IN OR OVER WATER SHALL BEGIN.
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.

SIGNAGE AND PAVEMENT MARKING

1.

ALL PAVEMENT MARKINGS SHALL MEET THE CRITERIA OF SECTION 710 "PAINTING TRAFFIC STRIPES" AND WHEN THERMOPLASTIC MARKINGS ARE CALLED FOR, SECTION 711 "THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS" OF THE FLORIDA DEPARTMENT OF TRANSPORTATION AND BRIDGE CONSTRUCTION, LATEST EDITION.
2.

MARKINGS SHALL BE AS PER FDOT INDEX NO. 17346 AND THESE PLANS.

MISCELLANEOUS NOTES

1.

PERFORMANCE TURF, SOD TYPE SHALL BE BERMUDA FOR THE ENTIRE PROJECT.
2.

ANY SEEDED AREAS WHERE PERMENANT VEGETATION DOES NOT ESTABLISH WITHIN 3 MONTHS AFTER SUBSTANTIAL COMPLETION SHALL BE SODDED AT NO ADDITIONAL EXPENSE TO OWNER.

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 BANK AND SHORE PLACEMENT, INSTALLATION OF GEOTEXTILE, INSTALLATION OF #57 STONE, PRE-CAST CONCRETE FORMS AND REINFORCEMENT, INSTALLATION OF PRECAST CONCRETE SLABS AND CAST-IN-PLACE CONCRETE SLABS, AND INSTALLATION OF PILINGS, DOCKS AND GANGWAYS, AND OTHERS AS REQUIRED FOR APPROVAL.
4.

PERFORM CONCRETE TESTING IN ACCORDANCE WITH SECTION 346, FDOT SPECIFICATIONS.
5.

PROVIDE OWNER REPRESENTATIVE DELIVERY CERTIFICATIONS FOR ALL DELIVERIES.
6.

CONTRACTOR TO COORDINATE SAMPLE COLLECTIONS AND TESTING WITH LABORATORY AND OWNER REPRESENTATIVE.

CONSTRUCTION SEQUENCE

1.

INSTALL MAINTENANCE OF TRAFFIC (MOT), EROSION CONTROL - SILT FENCE.
2.

CONSTRUCT PRECAST REINFORCED CONCRETE BOAT RAMP DECKS.
3.

CLEAR AND GRUB AREA FOR ADA PARKING AND SIDEWALK.
4.

RELOCATE SIGNS AND AMENITIES, AND CONSTRUCT CONCRETE ADA PARKING STALL.
5.

STABILIZE SITE AND VEGETATE DISTURBED AREAS WITH PERFORMANCE TURF, SOD.
6.

INSTALL EROSION CONTROL - FLOATING TURBIDITY BARRIER.
7.

DEMO AND REMOVE EXISTING DOCKS, ABUTMENTS, GANGWAY AND PILINGS.
8.

INSTALL NEW PILINGS FOR FLOATING DOCKS AND GANGWAYS.
9.

CONSTRUCT CONCRETE ABUTMENT AND INSTALL NEW GANGWAYS AND RELOCATED FLOATING DOCK.
10.


















GRADE, PREPARE AND INSTALL BOAT RAMP BASE (FILTER FABRIC, GRAVEL, CONCRETE REMOVAL, ETC.)
11.

INSTALL PRECAST REINFORCED CONCRETE BOAT RAMP DECKS.
12.

INSTALL UPPER CAST-IN-PLACE BOAT RAMP DECKS AND APPROACH
14.

COMPLETE STABILIZATION OF SITE AND VEGETATE ALL DISTURBED AREAS WITH PERFORMANCE TURF, SOD.

DRAWING LEGEND

	SET IRON ROD		ELECTRIC POWER POLE
	FOUND IRON PIPE		ROADWAY SIGN
	PHONE PEDESTAL		OVERHEAD ELECTRIC LINE
	WATER METER AND BOX		TRAVERSE POINT (PK NAIL AND CAP)
	EXISTING GAS (OR WATER) VALVE AND BOX		EXISTING FENCE
	EXISTING STORMWATER MANHOLE		TEMPORARY BENCHMARK (ELEV = X.XX')
	EXISTING HYDRANT		SILT FENCE
	EXISTING CONCRETE		TURBIDITY BARRIER
	EXISTING LIMEROCK		

PROJECT NO.
2008-008-ENG

SHEET NO.
2 OF 11

PROJECT NAME
WILLIAMS FISH CAMP LANDING
(MANDALAY BOAT RAMP)

SHEET TITLE
GENERAL NOTES

DATE
7/25/14

SCALE
NTS

DESIGNED BY
DLE/KRD

DRAWN BY
BOB

CHECKED BY
KRD

APPROVED BY
BOCC

TAYLOR COUNTY ENGINEERING DIVISION
BOARD OF COUNTY COMMISSIONERS

201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
E-MAIL: county.engineer@taylorcountygov.com



SHAL
KENNETH R. DUDLEY

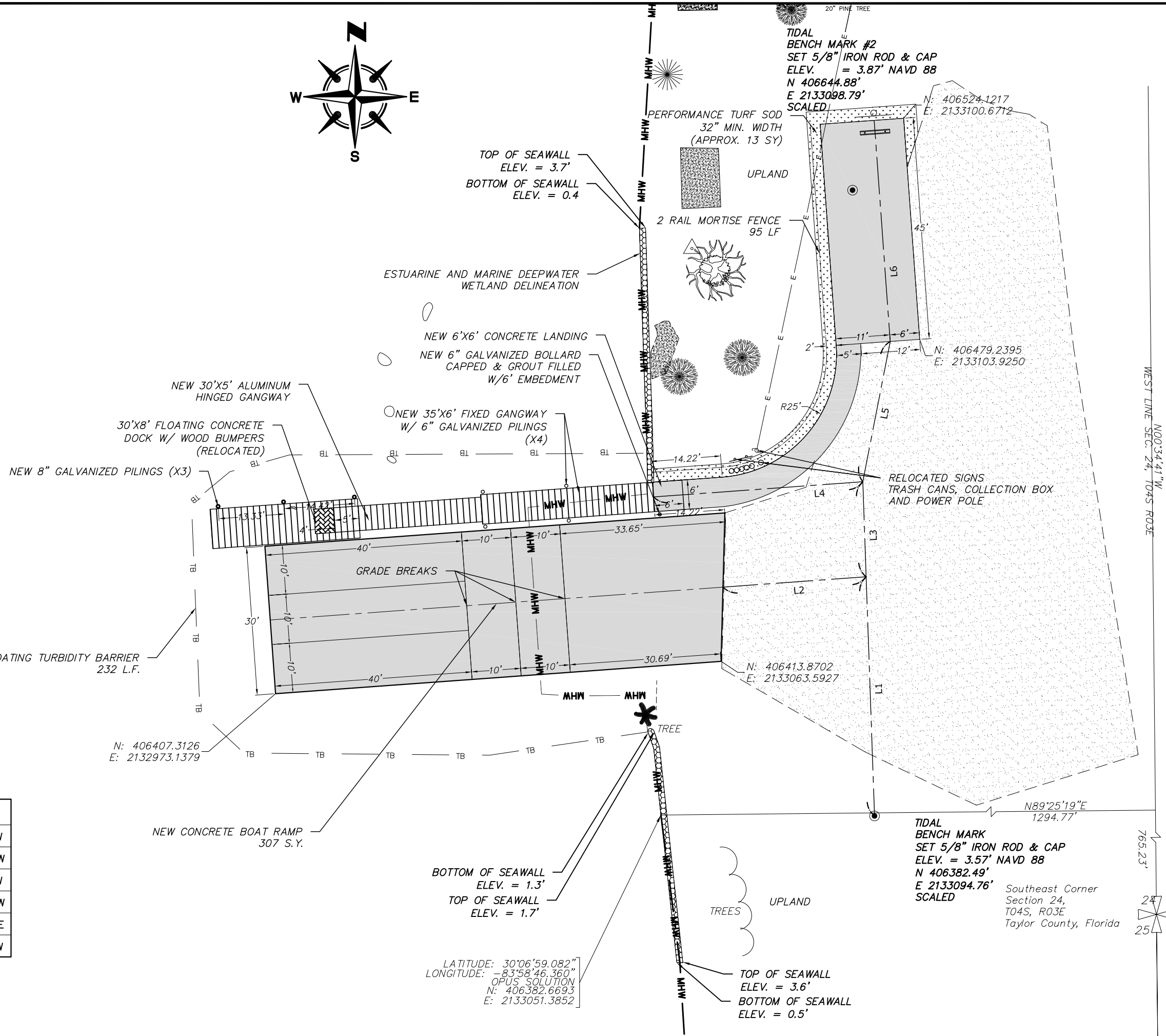
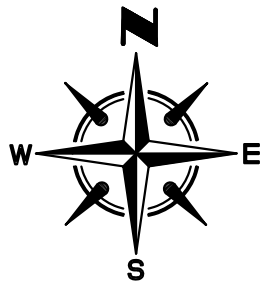
58014

DATE

REVISION

FILE NAME
2008-008-ENG-DWG

PLOT DATE
7/25/2014 4:36 PM



Line #	Length	Direction
L1	48.59	N2° 00' 51.83"W
L2	29.15	S85° 51' 12.72"W
L3	19.30	N2° 00' 51.83"W
L4	42.60	S85° 51' 12.72"W
L5	29.02	N11° 03' 32.49"E
L6	45.00	N4° 08' 47.28"W

PROJECT NO.
2008-008-ENG

SHEET NO.
4

SHEET 4 OF 11

DESIGNED BY
DLE/KRD

DRAWN BY
BOB

CHECKED BY
KRD

APPROVED BY
BOCC

PROJECT NAME
WILLIAMS FISH CAMP LANDING
(MANDALAY BOAT RAMP)

SHEET TITLE
HORIZONTAL CONTROL

DATE
7/25/14

SCALE
1" = 20'

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@taylorcountysgov.com

SJAL
KENNETH R. DUDLEY

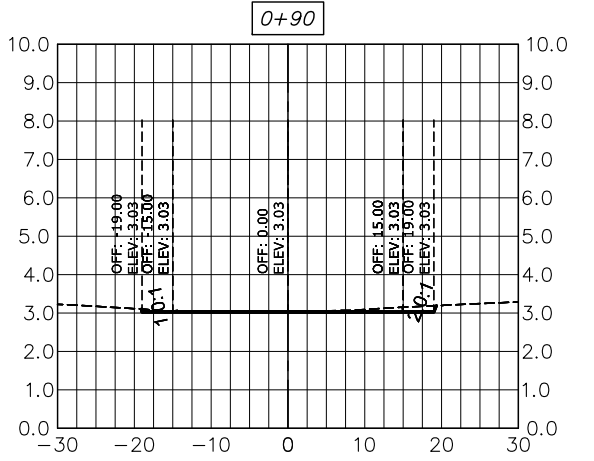
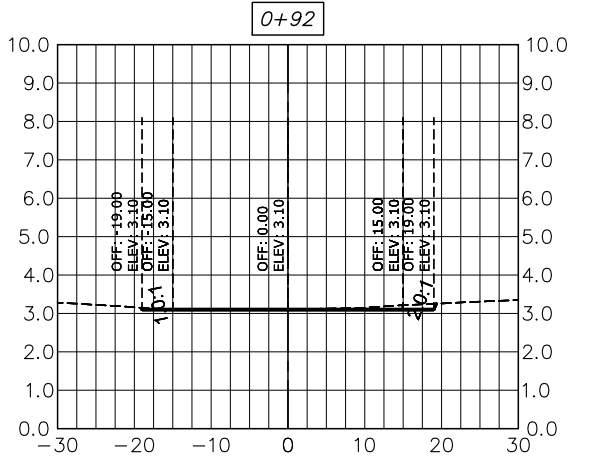
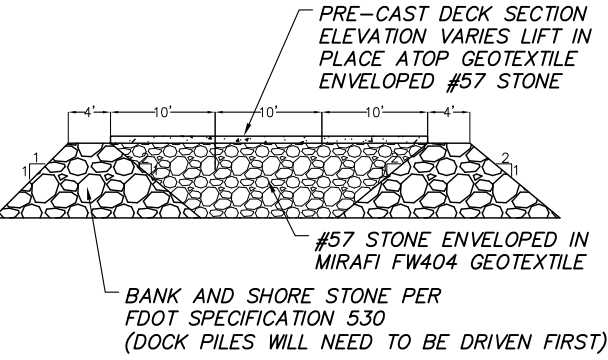
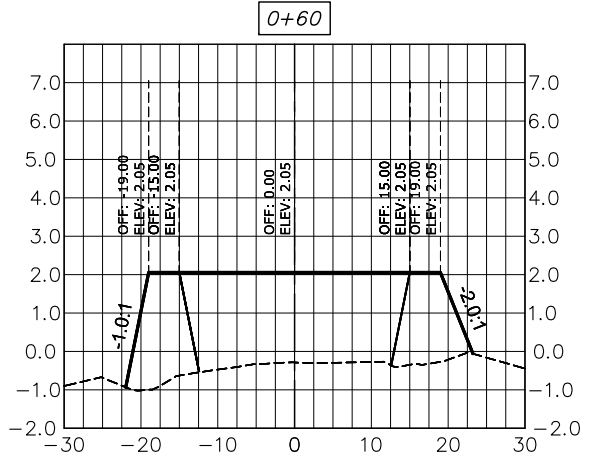
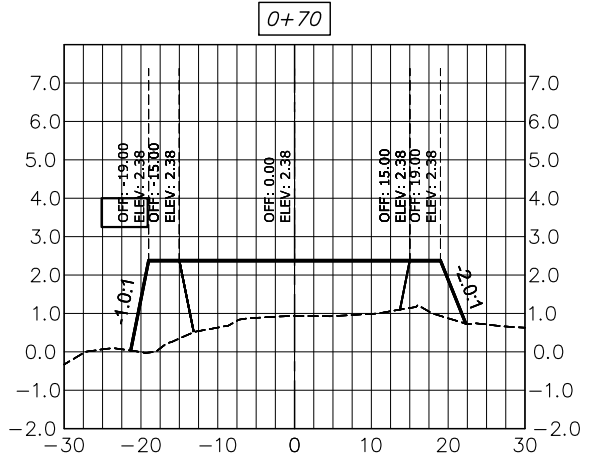
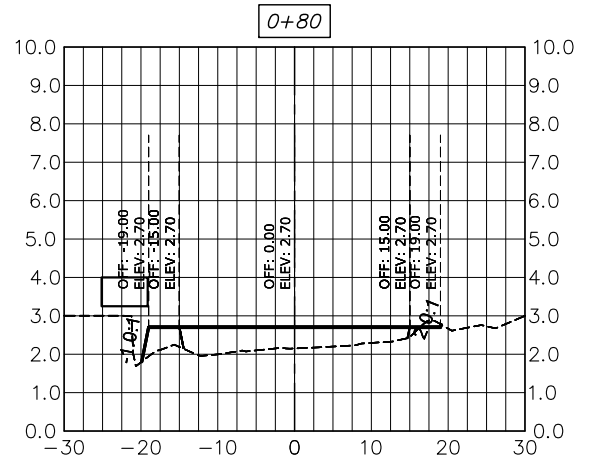
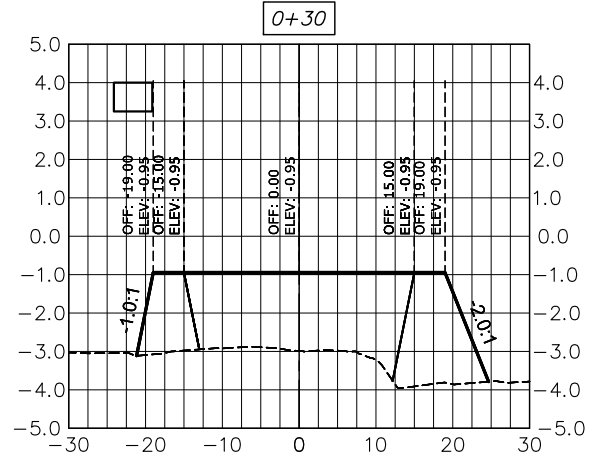
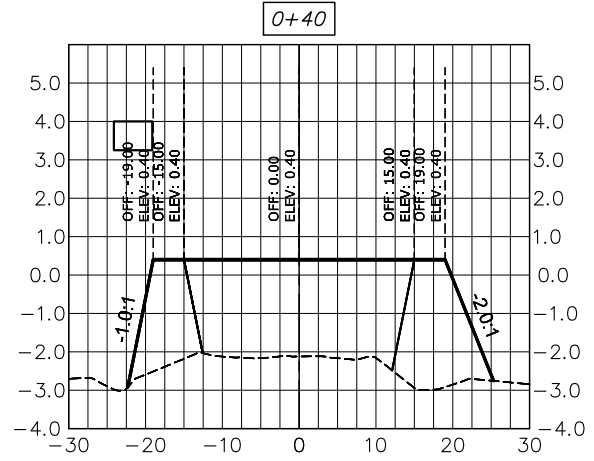
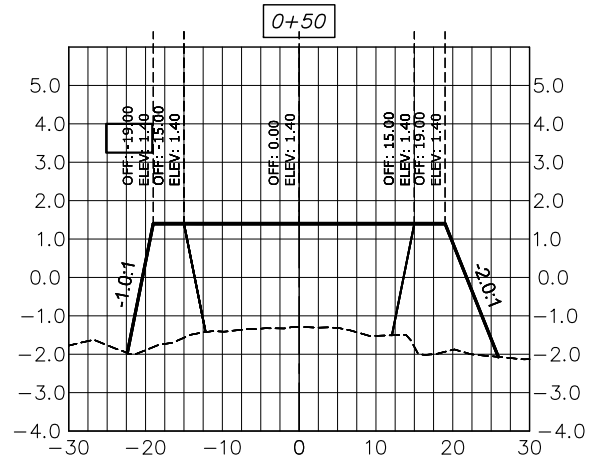
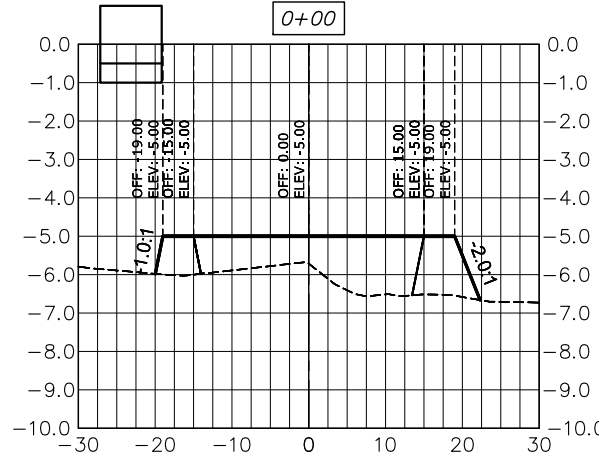
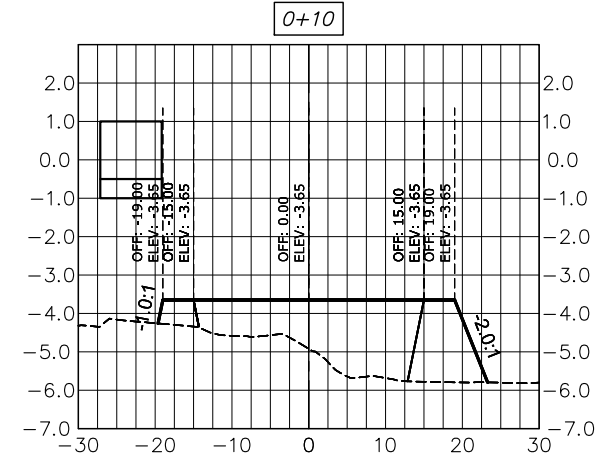
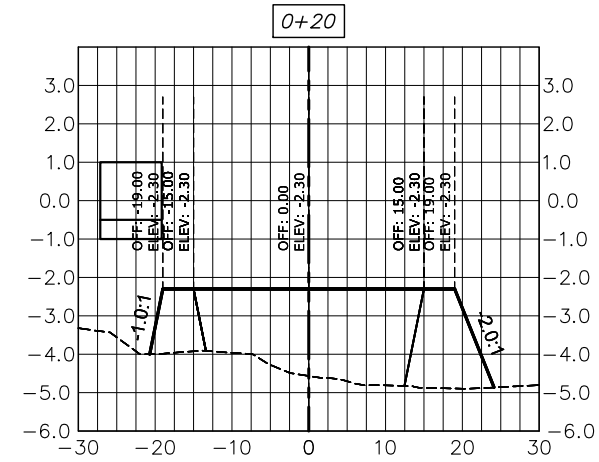
58014

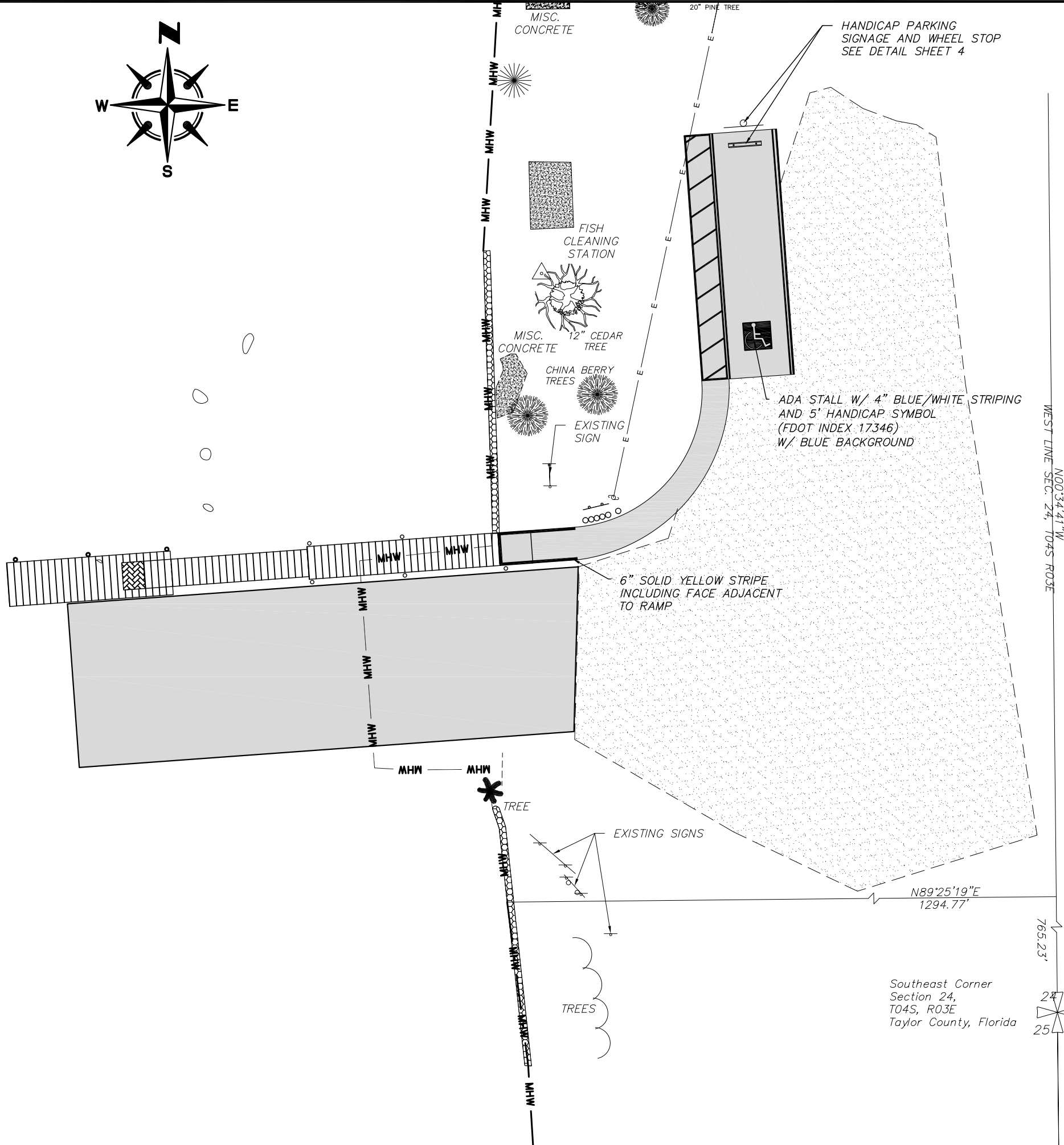
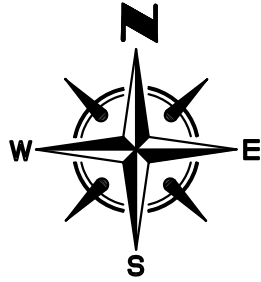
DATE

REVISION

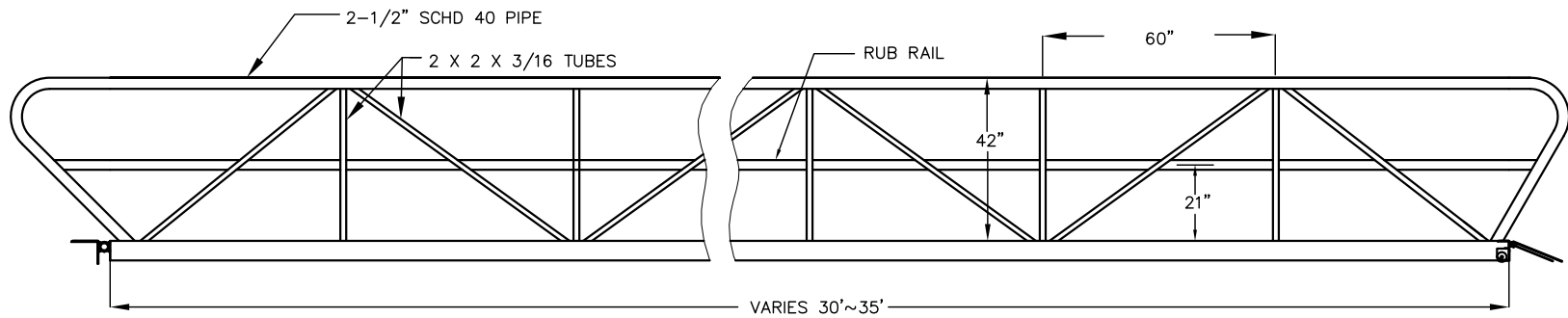
FILE NAME
2008-008-ENG.DWG

PLOT DATE
7/25/2014 4:37 PM

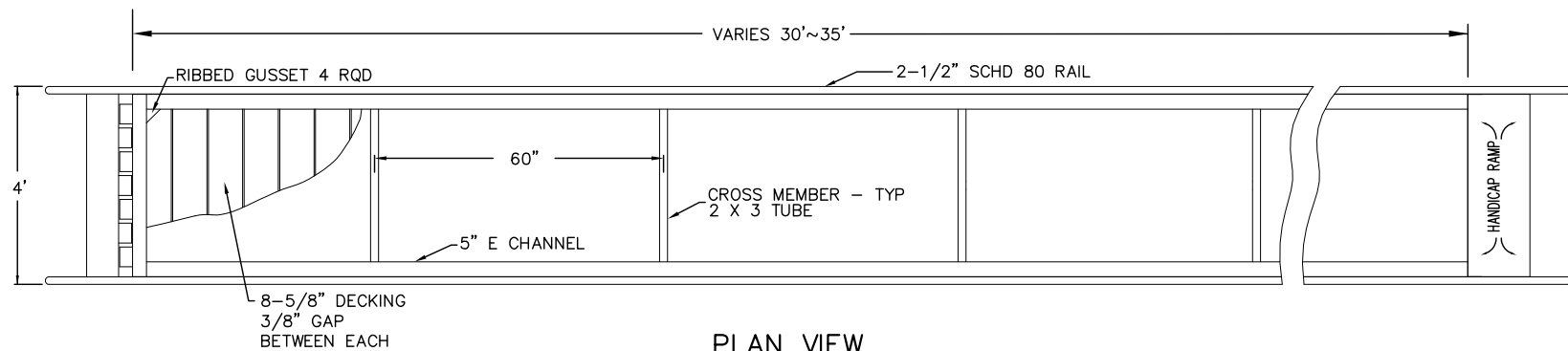




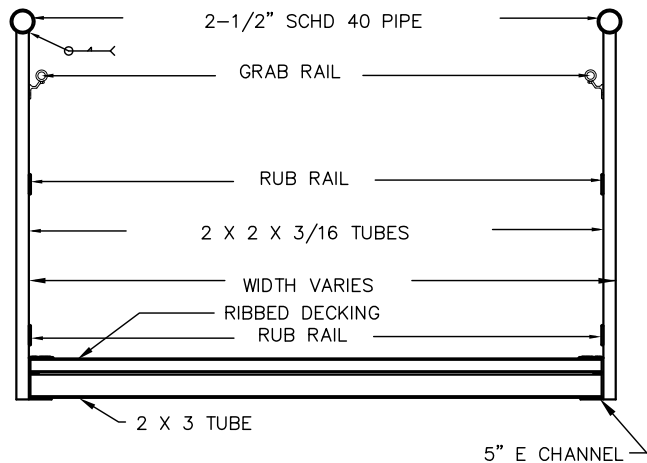
DATE	REVISION	SHEET NO. 7 OF 11
FILE NAME 2008-008-ENG.DWG	PLOT DATE 7/25/2014 4:38 PM	
TAYLOR COUNTY ENGINEERING DIVISION BOARD OF COUNTY COMMISSIONERS 201 E. GREEN STREET PERRY, FL. 32347 PH: (850) 838-3500 FAX: (850) 838-3501 E-MAIL: county.engineer@taylorcountysgov.com		DESIGNED BY DLE/KRD
KENNETH R. DUDLEY		PROJECT NAME WILLIAMS FISH CAMP LANDING (MANDALAY BOAT RAMP)
58014		SHEET NO. 7 OF 11
		DATE 7/25/14
		CHECKED BY KRD
		APPROVED BY BOCC
		SCALE 1" = 20'
		VERIFY SCALE



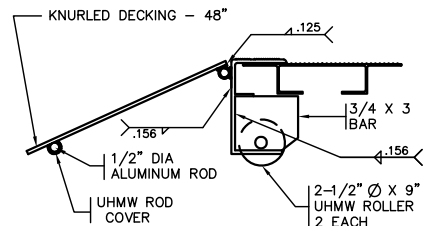
ELEVATION VIEW



PLAN VIEW



CROSS SECTION VIEW



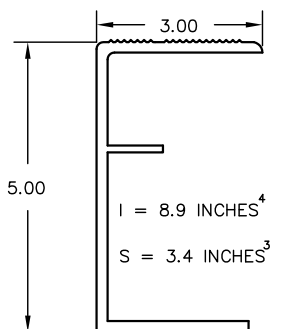
TREAD PLATE END DETAIL

NOTES:

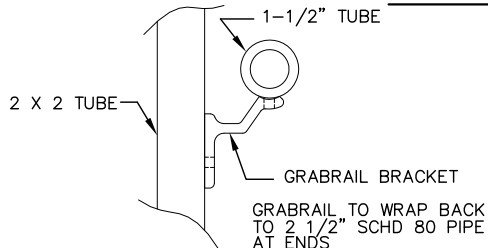
1. ALL STRUCTURAL ALUMINUM SHAPES TO BE ALLOY 6061-T6.

WELDED TO A .188 TOP FLANGE WILL HAVE A WELD THICKNESS OF .100" OF THE CORRECT TYPE OF WELD - ALL ALUMINUM IN CONTACT WITH ALUMINUM STRUCTURAL SHAPES WILL BE TOTALLY WELDED.

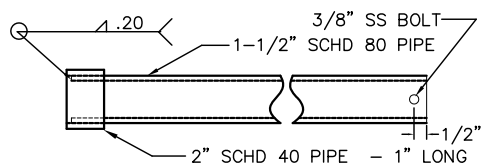
3. ALL HARDWARE TO BE STAINLESS STEEL, TYPE 18/8, SERIES 304.
4. GANGWAY DESIGNED FOR 60 PSF LIVE LOAD & DEFLECTION = L/180.
5. HANDRAILS DESIGNED FOR A 200 POUND HORIZONTAL LOAD AND/OR A 50 PLF LOAD VERTICALLY ON THE TOP RAIL.



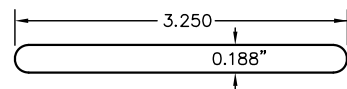
5" E CHANNEL



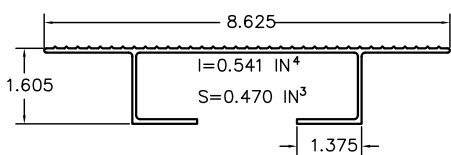
GRABRAIL DETAIL



HINGE PIN - DOCKS & GANGWAYS

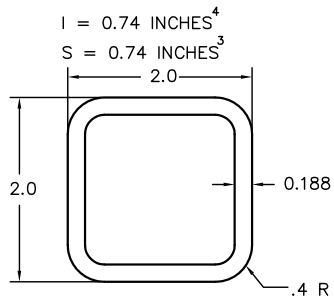


RUB RAIL

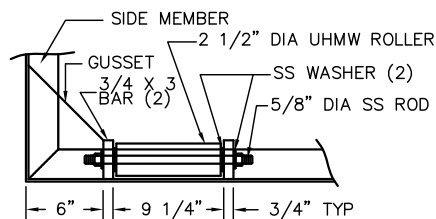


RIBBED DECKING

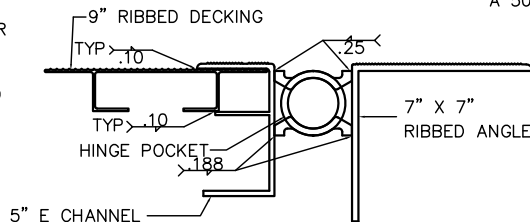
(LIGHT KNURL TO RUN PERPENDICULAR TO RIBS)




2 X 2 X .188 TUBE

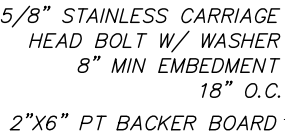
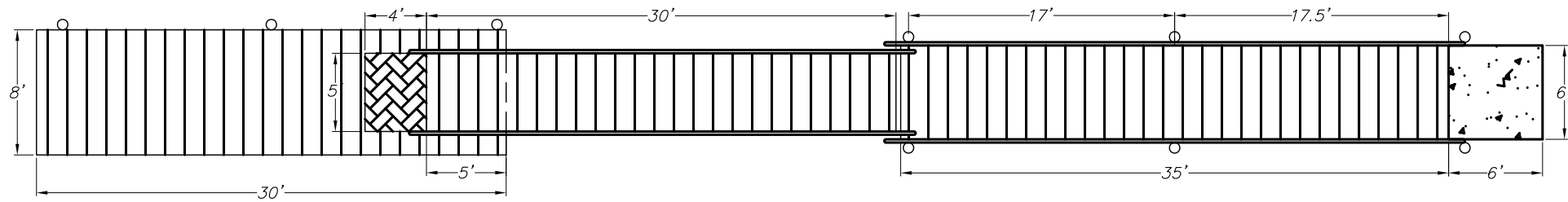


TYPICAL ROLLER DETAIL



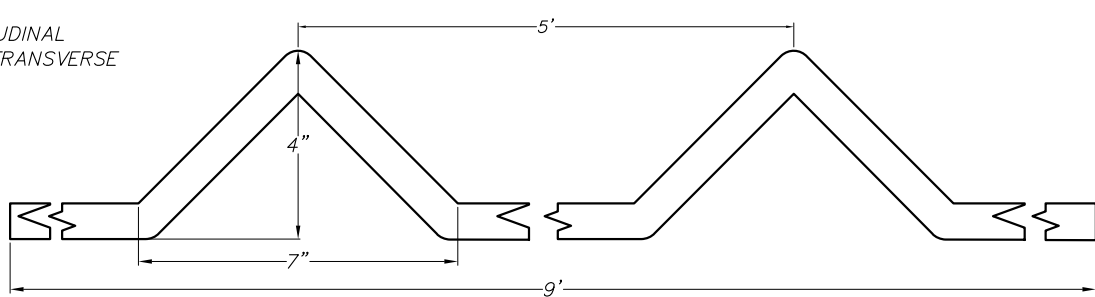
SHORE SIDE HINGE DETAIL

DATE		REVISION		SEAL KENNETH R. DUDLEY	 TAYLOR COUNTY ENGINEERING DIVISION BOARD OF COUNTY COMMISSIONERS 201 E. GREEN STREET PERRY, FL. 32347 PH: (850) 838-3500 FAX: (850) 838-3501 E-MAIL: county.engineer@taylorcountygov.com	DESIGNED BY DLE/KRD		PROJECT NAME WILLIAMS FISH CAMP LANDING (MANDALAY BOAT RAMP)		PROJECT NO. 2008-008-ENG	
						DRAWN BY BOB		SHEET TITLE DETAILS		SHEET NO. 8	
						CHECKED BY KRD		DATE 7/25/14		SCALE NTS	
						APPROVED BY BOCC					
FILE NAME 2008-008-ENG.DWG		PLOT DATE 7/25/2014 4:38 PM		58014		0 1" VERIFY SCALE					




NTS

FILE NAME	2008-008-ENG.DWG	PLOT DATE	7/25/2014 4:38 PM
<div style="display: flex; justify-content: space-between;"> <div> <p>SEAL</p> <p>KENNETH R. DUDLEY</p> </div> <div> <p>58014</p> </div> </div>			
<div style="display: flex; justify-content: space-between;"> <div> <p>TAYLOR COUNTY ENGINEERING DIVISION</p> <p>BOARD OF COUNTY COMMISSIONERS</p> <p>201 E. GREEN STREET PERRY, FL. 32347 PH: (850) 838-3500 FAX: (850) 838-3501 E-MAIL: county.engineer@taylorcountygov.com</p> </div> <div>  </div> </div>			
<div style="display: flex; justify-content: space-between;"> <div> <p>DESIGNED BY WILLIAMS FISH CAMP LANDING (MANDALAY BOAT RAMIP)</p> </div> <div> <p>PROJECT NO. 2008-008-ENG</p> </div> </div>			
<div style="display: flex; justify-content: space-between;"> <div> <p>DRAWN BY BOB</p> </div> <div> <p>SHEET NO. 9</p> </div> </div>			
<div style="display: flex; justify-content: space-between;"> <div> <p>CHECKED BY KRD</p> </div> <div> <p>DATE 7/25/14</p> </div> </div>			
<div style="display: flex; justify-content: space-between;"> <div> <p>APPROVED BY BOCC</p> </div> <div> <p>SCALE NTS</p> </div> </div>			
<div style="display: flex; justify-content: space-between;"> <div> <p>VERIFY SCALE</p> <p>0" = 1"</p> </div> <div> <p>DETAILS</p> </div> </div>			



- | | | | | | | | |
|-------------------------------|--------------------------------|---------------------------|--|---|--|-----------------------------|----------------|
| DATE | REVISION | SEAL
KENNETH R. DUDLEY | TAYLOR COUNTY ENGINEERING DIVISION

BOARD OF COUNTY COMMISSIONERS


201 E. GREEN STREET PERRY, FL. 32347
PH: (850) 838-3500 FAX: (850) 838-3501
E-MAIL: county.engineer@taylorcountygov.com | DESIGNED BY
DLE/KRD

DRAWN BY

BOB

CHECKED BY
KRD

APPROVED BY
BOCC | PROJECT NAME
WILLIAMS FISH CAMP LANDING
(MANDALAY BOAT RAMP) | PROJECT NO.
2008-008-ENG | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| FILE NAME
2008-008-ENG.DWG | PLOT DATE
7/25/2014 4:39 PM | | | | SHEET NO.
10 | | |
| | | | | | DATE
7/25/14 | SCALE
NTS | SHEET 10 OF 11 |

(10)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

BOARD TO REVIEW AND APPROVE ADVERTISING FOR PROPOSALS TO WIDEN AND RESURFACE THE UNIMPROVED PORTION OF ROBERTS AMAN ROAD (CR 361) UNDER THE FLORIDA DEPARTMENT OF TRANSPORTATION SMALL COUNTY OUTREACH PROGRAM.

MEETING DATE REQUESTED:

August 4, 2014

Statement of Issue:

The attached Plans and Specifications comprise the construction package for widening and resurfacing of the unimproved portion of Roberts Aman Road (CR 361). This information will be incorporated into a Request for Proposals (RFP) that will be advertised upon receiving Board and Florida Department of Transportation approval.

Recommended Action:

The Board should approve soliciting RFPs for the proposed resurfacing scope of work to be received September 16, 2014. Subsequent approval of received proposals will be contingent upon available funding.

Fiscal Impact:

FISCAL YR 2014/15 - TBD

Budgeted Expense:

YES

Submitted By:

ENGINEERING DIVISION

Contact:

COUNTY ENGINEER

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues:

On October 1, 2007, the Board of County Commissioners approved a Small County Outreach Program (SCOP) agreement with the Florida Department of Transportation (FDOT) to provide \$686,136 for the widening and resurfacing of Roberts Aman Road (CR 361B). On August 17, 2010, the Board received bids for the roadway project that more than exceeded both the remaining available FDOT funding and the allocated funds in the local District IV Secondary Road Improvement fund. The insufficient funding kept the entire project from being completed as planned resulting in stopping just east of Joel Aman Rd.

On December 17, 2013, the Board approved an additional \$369,949 FDOT SCOP Agreement to finish the widening and resurfacing project. This agreement will cover the cost of updating the construction plan set, permitting, & inspection efforts for the remaining unimproved section from just east of Joel Aman Rd to the intersection with Johnson Stripling Road, approximately 0.85 miles. As the original Engineer of Record, Causseaux, Hewett & Walpole, Inc. has also provided design services for this portion of the project and will provide Construction Engineering Inspections services under a separate Task Order.

Staff recommends that the Board approve soliciting requests for proposals for widening and resurfacing the unimproved portion of Roberts Aman Road from just east of Joel Aman Rd to the Johnson Stripling Road intersection.

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

Roberts Aman Road Widening/Resurfacing FDOT SCOP Project Taylor County, Florida 2008-003-ENG_1a

August 2014

Prepared for:

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

Prepared by:

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

TABLE OF CONTENTS

PART 1 - BIDDING REQUIREMENTS

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

PART 2 - CONTRACT FORMS

- Agreement between Owner and Contractor**
- Bid Bond**
- Performance and Payment Bond**

PART 3 – CONDITIONS OF THE CONTRACT

- Standard General Conditions**
- Supplementary Conditions**

PART 4 – SUPPLEMENTAL SPECIFICATIONS

PART 5 – DRAWINGS (Bound Separately)

PART 1 – BIDDING REQUIREMENTS

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

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed proposals for construction of the **Roberts Aman Road Widening/Resurfacing Project**.

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 Roberts Aman Road Widening/Resurfacing Project**" to the Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida, to arrive no later than **4:00 P.M.**, local time, on **September 12, 2014**. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at **6:XX P.M.** local time, or as soon thereafter as practical, on **September 16, 2014**, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

RFP information **MUST** be obtained from the Clerk of Court, 1st. Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, (850) 838-3506, for a \$50.00 non-refundable fee. RFP information may be reviewed on-line at www.taylorcountygov.com/bids/index.htm.

A Pre-Bid Conference will be held at 11:30 a.m. on Wednesday, September 3, 2014, at the Administrative Complex located at 201 East Green Street, Perry, Florida 32347.

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

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

INSTRUCTIONS TO BIDDERS**TABLE OF CONTENTS**

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

ARTICLE 1 - DEFINED TERMS

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

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

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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

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

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

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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

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

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

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

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

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

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

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

4.02 *Underground Facilities*

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

4.03 *Hazardous Environmental Condition*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-Bid conference will be held at 11:30 a.m. local time on Wednesday, September 3, 2014, at the Taylor County Administrative Complex, 201 East Green St., Perry, Florida 32347. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference and or no less than 10 days prior to the Bid Opening Date. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

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

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

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

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

ARTICLE 8 - BID SECURITY

8.01 Bid security will be required for this project.

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

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

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

ARTICLE 9 - CONTRACT TIMES

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

ARTICLE 10 - LIQUIDATED DAMAGES

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

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

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

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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

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

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

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

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

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

ARTICLE 13 - PREPARATION OF BID

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum*

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

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

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

ARTICLE 15 - SUBMITTAL OF BID

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

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

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 "Roberts Aman Road Widening/Resurfacing Project." 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 *Roberts Aman Road Widening/Resurfacing Project*. 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*Roberts Aman Road Widening/Resuracing Project*2008-003-ENG_1a**TABLE OF ARTICLES**

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

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

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

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.

Addendum Date

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

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

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

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

ARTICLE 5 – BASIS OF BID

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

Roberts Aman Widening/Resurfacing Project: 2008-001-ENG_1a

Total Lump Sum Bid Price _____ \$

90 Days (words) (numerals)

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

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

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

ARTICLE 6 – TIME OF COMPLETION

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

ARTICLE 7 – ATTACHMENTS TO THIS BID

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

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

- I. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)
- J. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
- K. List of Project References

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

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

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

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

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

Name (typed or printed): _____

Title: _____ (CORPORATE SEAL)

Attest _____

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

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address _____

Phone No. _____ Fax No. _____

SUBMITTED on _____, 20____.

State Contractor License No. _____. (If applicable)

HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT

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

*Roberts Aman Road Widening/Resurfacing Project
Taylor County, Florida*

Contract: The intent of this contract is to secure all labor and equipment required for the Roberts Aman Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing, constructing a new limerock base for the 2' paved widening addition on one side of the road, ditch grading, mitered end section construction, signage and pavement markings, as more fully detailed in the project plans and specifications.

The term **Contractor** is hereby defined to include all owners, managing members, employees and successors contractually obligated to perform the above project.

The term **Owner** is hereby defined to include Taylor County Board of County Commissioners, it directors, employees, attorney(s), and designated representatives

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

2. Contractor also hereby agrees to indemnify, hold harmless and release Owner, 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. Contractor hereby agrees to release Owner from liability of whatever kind of nature as a result of any injury on the above project.

4. Contractor hereby agrees 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. Contractor hereby agrees that they have relied on the legal advice of an attorney and that they fully understand this agreement and have voluntarily executed same.

DONE AND EXECUTED this _____ day of _____, 20____

WITNESS:

STATE OF _____
COUNTY OF _____

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

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

NOTARY PUBLIC

My Commission Expires: _____

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

By _____.

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

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

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____
for _____

2. This sworn statement is submitted by _____
(Name of entity submitting sworn statement)

Whose business address is _____
_____ and

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

3. My name is _____ and my relationship to the entity
name above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287-133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime: or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The

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

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

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

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

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

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

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

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

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

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

of _____, _____.

NOTARY PUBLIC

My commission expires: _____

NON-COLLUSION AFFIDAVIT

(STATE OF FLORIDA, COUNTY OF TAYLOR)

_____ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the _____ 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 _____, (COUNTY OF _____)

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

WITNESS my hand and official seal.

Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

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

____ Personally known to me, or

____ Did take an oath, or

____ Personal identification:

____ Did Not take an oath.

Type of Identification Produced

PART 2— CONTRACT FORMS

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

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

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

ARTICLE 1 - WORK

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

Roberts Aman Road, Taylor County, Florida – The intent of this contract is to secure all labor and equipment required for the Roberts Aman Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing, constructing a new limerock base for the 2' paved widening addition on one side of the road, ditch grading, mitered end section construction, signage and pavement markings, as more fully detailed in the project plans and specifications.

ARTICLE 2 - THE PROJECT

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

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

ARTICLE 3 – ENGINEER/PROJECT ADMINISTRATION

3.01 The Project has been designed by:

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

3.02 The Project will be administered by:

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

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

ARTICLE 4 - CONTRACT TIMES**4.01 Time of the Essence**

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 80 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 90 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

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

4.04 Correction Period/Warranty

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

ARTICLE 5 - CONTRACT PRICE

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

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

(\$ _____)

(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 47 sheets with each sheet bearing the following general title: Roberts Aman Road [or] the Drawings listed on attached sheet index.
7. Addenda (numbers _____ to _____, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages _____ to _____, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 - c. Contractor's and Subcontractor's Valid Business/Contractor Licensing/Registration Information.
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.

b. Work Change Directives.

c. Change Order(s).

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

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

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

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Preference To State Residents

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

10.06 Public Records Provision

A. In accordance with Section 119.0701, Florida Statutes, Contracts; Public records, Contractor shall specifically:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- b. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

10.07 Other Provisions

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

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

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

OWNER:

CONTRACTOR:

Taylor County Board of County Commissioners

By: Dustin Hinkel

By: _____

Title: County Administrator

Title: _____

[COUNTY SEAL]

[CORPORATE SEAL]

Attest: Annie Mae Murphy

Attest: _____

Title: Taylor County Clerk of Court

Title: _____

Address for giving notices:

Address for giving notices:

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

OR

P.O. Box 620, Perry, FL 32348

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

License No.: _____

(Where applicable)

Agent for service or process: _____

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

BID BOND

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

BIDDER (Name and Address):

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

OWNER (Name and Address):

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

BID

Bid Due Date: May 2, 2014

Project (Brief Description Including Location): *Roberts Aman Road, Taylor County, Florida – The intent of this contract is to secure all labor and equipment required for the Roberts Aman Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing, constructing a new limerock base for the 2' paved widening addition on one side of the road, ditch grading, mitered end section construction, signage and pavement markings, as more fully detailed in the project plans and specifications.*

BOND

Bond Number:

Date (Not later than Bid due date):

Penal Sum: _____

(Words)

(Figures)

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

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

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

Attest: _____
Signature and Title

Attest: _____
Signature and Title

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

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

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

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

3. This obligation shall be null and void if:

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

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

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

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

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

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

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

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

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

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

PERFORMANCE BOND

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

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

CONTRACT

Date:

Amount:

Description (Name and Location): *Roberts Aman Road, Taylor County, Florida – The intent of this contract is to secure all labor and equipment required for the Roberts Aman Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing, constructing a new limerock base for the 2' paved widening addition on one side of the road, ditch grading, mitered end section construction, signage and pavement markings, as more fully detailed in the project plans and specifications.*

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

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:

FDOT 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): *Roberts Aman Road, Taylor County, Florida – The intent of this contract is to secure all labor and equipment required for the Roberts Aman Road Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing, constructing a new limerock base for the 2' paved widening addition on one side of the road, ditch grading, mitered end section construction, signage and pavement markings, as more fully detailed in the project plans and specifications.*

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

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

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

EFCCBC No. C-615 (2002 Edition)

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

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and

3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone

Surety Agency or Broker:

Owner's Representative (engineer or other party):

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. *Bodily Injury:*
 - 1) *Each person* \$1,000,000
 - 2) *Each Accident* \$1,000,000
- b. *Property Damage:*
 - 1) *Each Accident* \$ 500,000
- c. *Combined Single Limit of* \$1,000,000

4. *The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:*

- a. *Bodily Injury:*
 - 1) *Each Accident* \$1,000,000
 - 2) *Annual Aggregate* \$1,000,000
- b. *Property Damage:*
 - 1) *Each Accident* \$1,000,000
 - 2) *Annual Aggregate* \$1,000,000

5.04.B.1. Additional Insureds:

Taylor County Board of County Commissioners

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

- H. *The Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.*

SC-6.10 Add a new paragraph immediately after Paragraph 6.10.A:

- B. *Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner.*
 - 1. *Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.*
 - 2. *Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.*

SC-6.13

Permits secured from the County, City, Florida Department of Transportation, Florida Department of Health, Suwannee River Water Management District, Army Corp of Engineers or the Florida Department of Environmental Protection and specific requirements shall be strictly adhered to, including all requirements for the protection of wetlands and Manatees, if applicable.

SC-9.03.A. Add the following language at the end of paragraph 9.03.A:

1. *The County will provide Project Representative services for this project. All work performed for this project shall be inspected by an authorized representative of the Board of County Commissioners of Taylor County on a five day, 8:00 a.m. ~ 5:00 p.m., Monday through Friday work week, excluding County-designated holidays. If weekend work becomes necessary, it must be authorized by the County's representative at least three days prior to scheduling of such work.*
 - a. *The authorized representative shall be given no less than 24 hours prior notice of the expected time and date of pertinent aspects of this project to include, but not be limited to, concrete pours, material deliveries, lane closures etc.*
 - b. *The following individuals, in the listed order, will be the responsible agent(s) for the County:*

*Dustin Hinkel, 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.

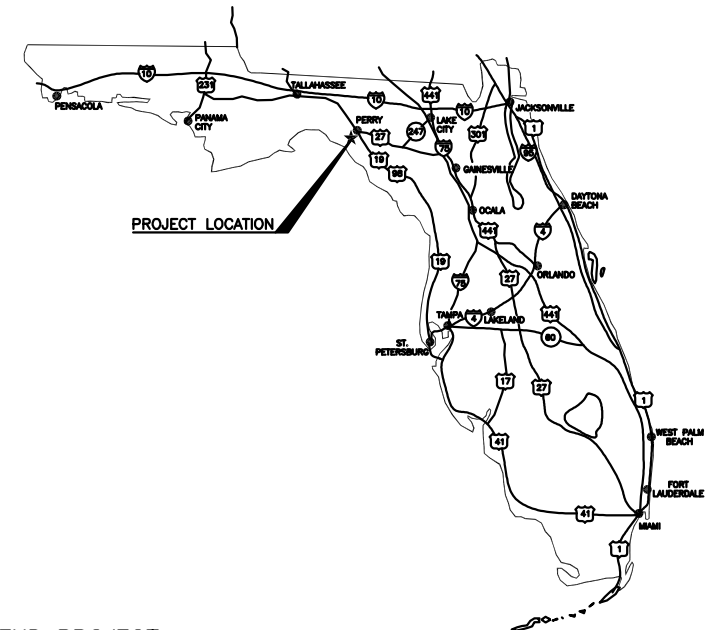
PART 4—SUPPLEMENTAL SPECIFICATIONS

SUPPLEMENTAL SPECIFICATIONS

1. The Taylor County Board of County Commissioners is improving Roberts Aman Road under the terms of an FDOT SCOP Agreement. Such improvements include widening and resurfacing, constructing a new limerock base for the 2' paved widening addition on one side of the road, ditch grading, mitered end section construction, signage and pavement markings, as more fully detailed in the project plans and specifications. All work shall be completed in accordance with "Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards", latest edition or "FDOT Standard Specifications for Road and Bridge Construction", latest edition and as amended by these specifications or plans.
2. FDOT MODIFICATIONS - When "FDOT Roadway and Traffic Design Standards" or "FDOT Standard Specifications for Road and Bridge Construction" refers to FDOT, Engineer, Department, Inspector, these items shall refer to Taylor County Engineer or authorized representative. When "FDOT Roadway and Traffic Design Standards" or "FDOT Standard Specifications for Road and Bridge Construction" refers to Laboratory this item refers to an independent properly licensed testing lab selected by Contractor with approval of County and fully compensated by Contractor.
3. FDOT SPECIFICATIONS – When the specifications refer to the State of Florida or officials of the State it shall be interpreted as the County Commissioners or their authorized representative.
4. WARRANTY - The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a three-year period after the date of final acceptance. The Performance Bond for this project may be reduced to 75% of the contract amount after completion of the first year of warranty and then further reduced to 50% for the final year.
5. All materials used shall meet all requirements of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and methods of construction shall meet all requirements of the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition. Materials testing for this project shall be performed by an independent properly licensed testing lab selected by the Contractor with approval of the County and compensated by the Contractor. Results of required testing shall be forwarded and approved prior to covering work and prior to acceptance for payment.
6. The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout shall be done using competent and experienced personnel under the supervision of a Land Surveyor registered in the State of Florida at the Contractor's expense. Control points established by the Owner and disturbed by the Contractor will be replaced by the Contractor at his expense. Survey monuments or markers which will be removed by construction shall be properly referenced to the right-of-way line prior to removal. Reference documentation shall be provided to the County upon project

- completion. Project control shall be permanently established once all pavement has been completed.
7. Once each phase of this project begins, the Contractor shall maintain asphalt application efforts at one location at a time. Taylor County shall provide one (1) authorized representative to be on site during asphalt application. All material tickets shall be presented to this representative at time of delivery and indicate required information (FDOT #, Tonnage, Temp, etc.).
 8. Material Testing and Sampling shall be completed as required by the FDOT Standard Specifications, these Supplemental Specifications and the Construction Plans. Additional random material samples shall be collected and tests run at the discretion of Taylor County's authorized representative as part of the mandatory testing requirements.
 9. Unless otherwise authorized, regulate paving machine speed to no more than 70 feet-per-minute to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
 10. Offset longitudinal joints in successive asphalt courses a minimum of 4 inches. Offset lateral joints in asphalt courses a minimum of 24 inches.
 11. LIMEROCK BASE: There shall be no adjustment or extra payment for additional thickness of base material.
 12. PRIME COAT: A prime coat shall be applied to the finished base course prior to the application of asphalt courses at the rate of 0.10 gallon per square yard per asphalt course application. AEP is the preferred Prime material. 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. NTSS-1hm, Trackless Tack, will not be permitted as a prime material. Prime coat shall include an approved cover material and be allowed to cure a minimum of 24 hours before paving commences.
 13. SEEDING & MULCHING {Performance Turf}: Permanent seed shall be (Bermuda @ 80 lb/acre), temporary seed (Rye {October ~ March} or Brown Top Millet {April ~ September} @ 20 lb/acre) mixture and placement. Seed shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition.
 14. SODDING {Performance Turf (SOD)}: Roadway Sod shall be rolled Bermuda. Remaining areas may be pallet sod. Sod shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition. Sod may be required to match adjacent type in and around residential properties.
 15. Unless noted otherwise, roadway improvements shall include providing & installing OM2V at each approach side of all cross-drains throughout the projects limits.
 16. Unless noted otherwise, all D3 Street name signage shall use a 9 inch high sign with 6 inch uppercase and 4 inch lower case lettering. Public Street names shall be placed on a green sign with white lettering and border. Private Streets shall use a blue background sign with white lettering and border.
 17. CONCRETE: Unless noted otherwise, all concrete shall use one of the curing materials consistent with Section 925, FDOT Specifications, latest edition.

PART 5 – DRAWINGS (BOUND SEPARATELY)



1

GENERAL NOTES

1. ALL ROADWAY AND DRAINAGE CONSTRUCTION AND MATERIALS SHALL BE PER FDOT STANDARDS AND SPECIFICATIONS. MATERIALS SHALL MEET FOOT 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 SUITABLE 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-ROWED 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 NOT 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 TRANSFERRE & LONGITUDINAL SPORED CONTROLS.
16. PAVEMENT THICKNESS TRANSITIONS ALONG THE MAINLINE ROADWAY ARE TO BE CONSTRUCTED ON A 1:1 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 MILLED 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 THE 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.

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 SIGNALS, TRAFFIC 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.

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. RETROREFLECTIVE 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 560
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, LIME/ROCK 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 TEST 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. LIME/ROCK BEARING RATIO VALUE SHALL EQUAL OR EXCEED 40, NO UNDER TOLERANCE PERMITTED.
6. PERFORM MODIFIED PROCTOR AND LBR TESTING FOR STABILIZED SHOULDER AT A FREQUENCY OF ONE TEST PER PER 2,000 FT, OR AT A MINIMUM OF TWO TESTS PER SIDE OF ROADWAY SEGMENT, WHICHEVER IS GREATER. LIME/ROCK BEARING RATIO VALUE SHALL EQUAL OR EXCEED 30, NO UNDER TOLERANCE PERMITTED.
7. 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.
8. 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).
9. 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.
10. 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).
11. 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.
12. 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.
13. 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.
14. CONTRACTOR PROCESS CONTROL TESTS SHALL BE REQUIRED FOR PROJECTS LESS THAN 2,000 TONS OF HOT MIX ASPHALT. INITIAL LOTS SHALL BE 2,000 TONS UNLESS DIRECTED OTHERWISE BY THE ENGINEER OF RECORD.

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 FEETAS MEASURED FROM THE BOTTOM OF THE SIGN PANEL TO A HORIZONTAL LINE EXTENDED FROM THE EDGE OF THE TRAVEL LANEOR 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.
13. 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 |

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
02-07-14	MH	90% SUBMITTAL TO CLIENT			

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

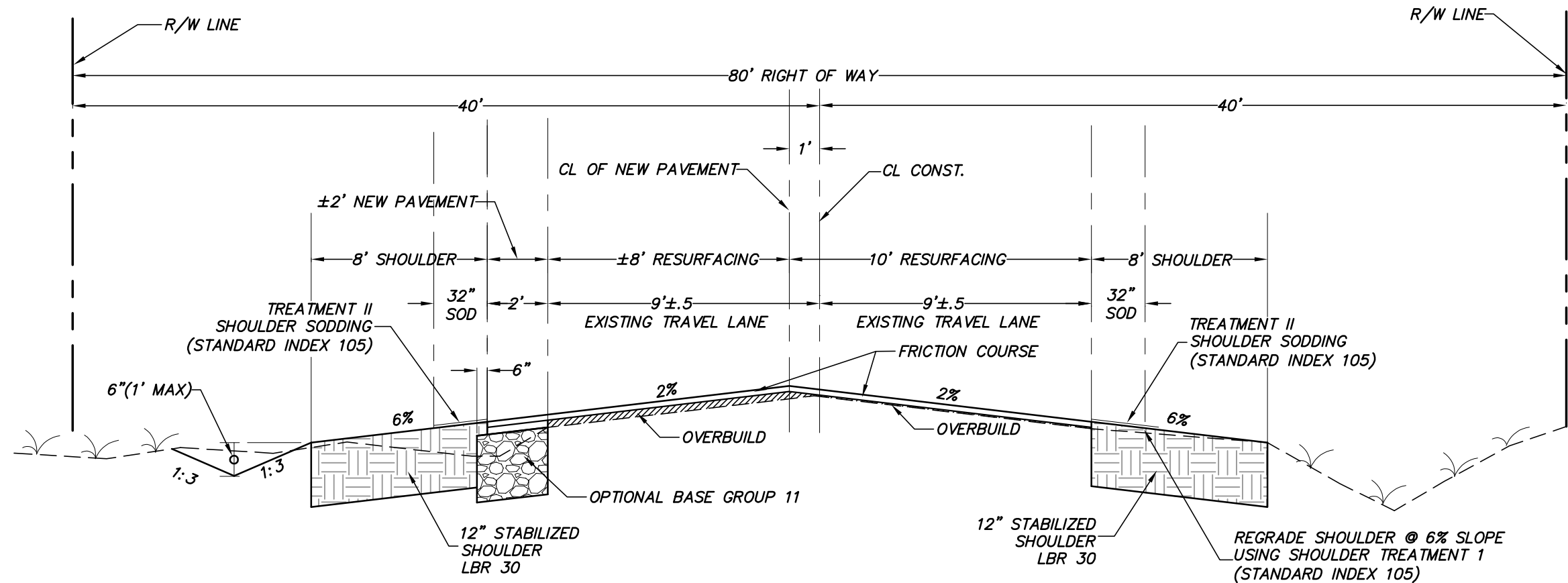
REVISIONS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

REVISIONS

DATE	BY	DESCRIPTION	DATE	BY
------	----	-------------	------	----

TYPICAL SECTION
CR 361
STA. 68+50.00 TO STA. 113+32.30
(SEE ALSO SUPER ELEVATION DETAILS)



TYPICAL SECTION NOTES

1. STRUCTURAL COURSES SHALL BE PLACED WITH A MECHANICAL SPREADER USING ELECTRONIC TRANSVERSE AND AUTOMATIC LONGITUDINAL SCREED CONTROLS.
2. RESURFACE SIDE STREETS TO LIMITS SHOWN IN PLANS.
3. ALL COMPACTION FOR ANY MATERIAL SHALL BE LIMITED TO STATIC MODE ONLY UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
6. EXISTING ASPHALT WIDTHS FROM THE CENTERLINE OF CONSTRUCTION VARIES. THE FINAL ASPHALT WIDTHS SHALL BE 20 FEET (11' ON THE NORTH SIDE OF THE CENTERLINE OF CONSTRUCTION AND 9' ON THE SOUTH SIDE OF THE CENTERLINE OF CONSTRUCTION).

RESURFACING

TYPE SP 12.5 (TRAFFIC C) (3" MINIMUM OVERBUILD COURSE)(COARSE MIX)
FRICTION COURSE FC-12.5 (1.5") (TRAFFIC C)

WIDENING

OPTIONAL BASE GROUP 11 WITH
TYPE SP 12.5 (TRAFFIC C) (3" MINIMUM OVERBUILD COURSE)(COARSE MIX)
FRICTION COURSE FC-12.5 (1.5") (TRAFFIC C)

OPTIONAL BASE GROUP 11 PERMITTED:
12" LIMEROCK LBR 100
6.5" TYPE B-12.5

TRAFFIC DATA
STA. 10+18.06 TO STA. 113+32.30

CURRENT YEAR = 2009 AADT = 1377
ESTIMATED OPENING YEAR = 2011 AADT = 1600
ESTIMATED DESIGN YEAR = 2031 AADT = 2700
K = 10% D = 64% T = 5.4% (24 HOUR)
DESIGN HOUR T = 20%
DESIGN SPEED = 50 MPH
POSTED SPEED = 45 MPH
CLEAR ZONE = 18 FEET

CAUSSEAUX, HEWETT & WALPOLE, INC. - QUALITY ASSURANCE (QA) / QUALITY CONTROL (QC) REVIEW
REVIEW TYPE: ☐ DESIGN ☐ CONSTRUCTION ☐ AS-BUILT
DATE: 02-07-14 BY: MH
DESCRIPTION: 90% SUBMITTAL TO CLIENT
Tech: Thomas Flor Date: Jul 11, 2014 9:49am Filename: G:\J085\2014\14-0001\DWG\Production Files\14-0001-TYPICAL SECTION.dwg

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
02-07-14	MH	90% SUBMITTAL TO CLIENT			



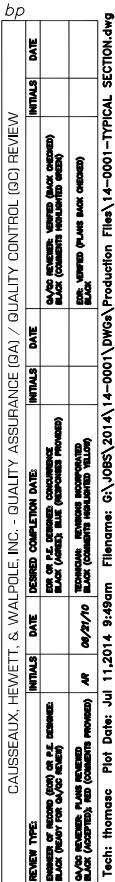
Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning
Construction Engineering Inspection
132 NW 76th Drive, Gainesville, Florida 32607
Phone (352) 414-4821 • Fax (352) 331-2476 • www.chw-inc.com
CA-5075

TAYLOR COUNTY ROBERTS AMAN ROAD		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 361	TAYLOR	212813-3-58-01

TYPICAL SECTION

SHEET
NO.

3

[illegible]

CL OF CONST.

9' RESURFACING

9' ± 0.5' EXISTING TRAVEL LANE

8' SHOULDER

32" SOD

2%

FC-12.5 1.5"

SP 12.5 3" MIN (OVERBUILD COURSE)(COARSE MIX)

EXISTING ASPHALT

EXISTING MATERIAL

6%

12" STABILIZED SHOULDER LBR 30

TOP ESTABLISHED BY DEPTH OF NEW PAVEMENT

TREATMENT II SHOULDER SODDING (STANDARD INDEX 105)

Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning
Construction Engineering Inspection
132 NW 76th Drive, Gainesville, Florida 32607
Phone: (352) 414-4821 • Fax: (352) 331-2476 • www.chw-inc.com
CA-5075

TAYLOR COUNTY ROBERTS AMAN ROAD		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 361	TAYLOR	212813-3-58-01

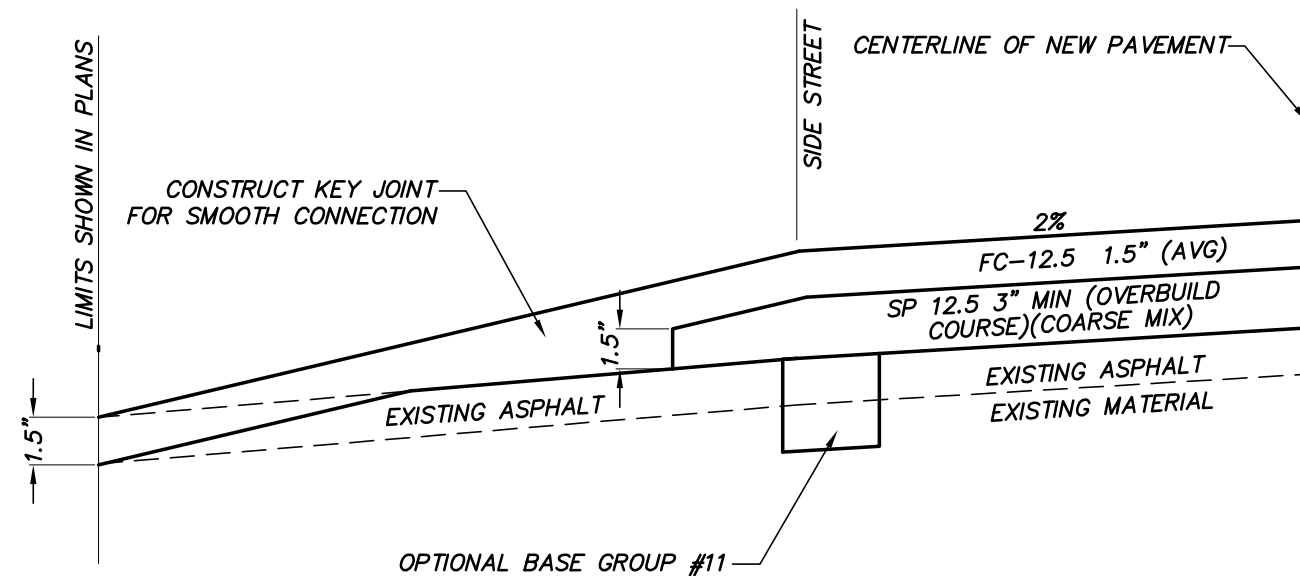
TYPICAL SECTION DETAILS

SHEET
NO.

4

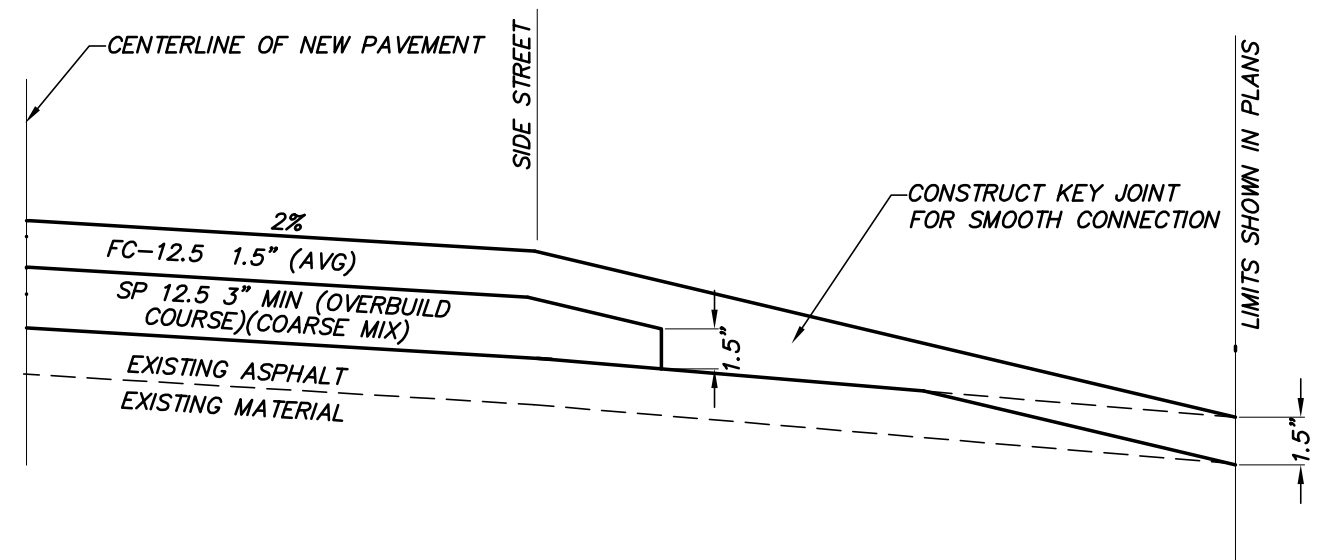
SIDE STREET RESURFACING DETAIL:

HALF SECTION (NORTH SIDE)

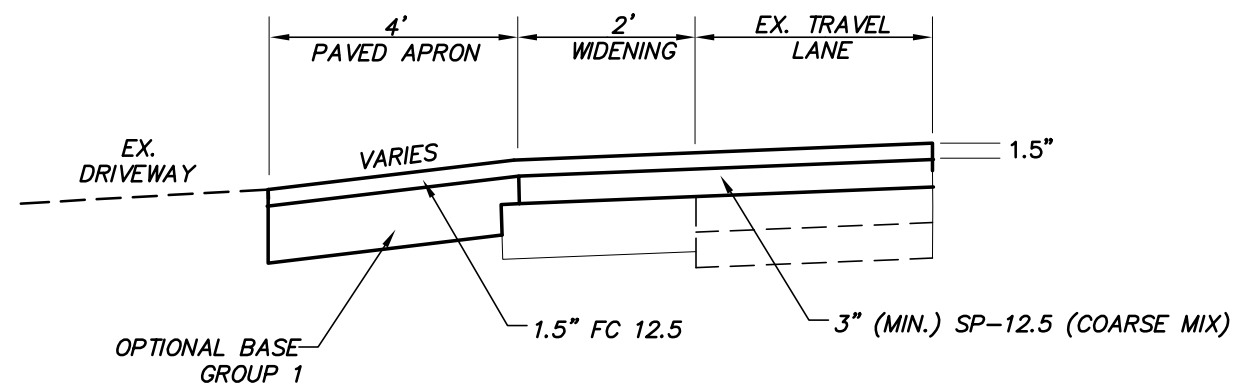


SIDE STREET RESURFACING DETAIL:

HALF SECTION (SOUTH SIDE)

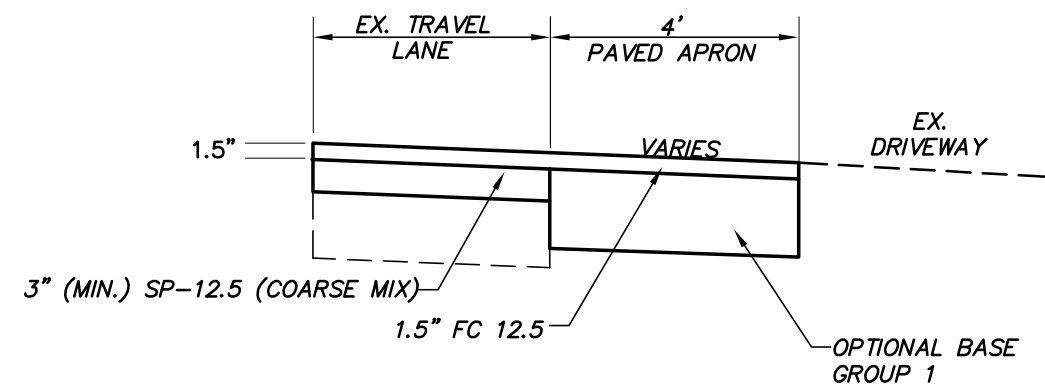


PAVED APRON DETAIL:
(NORTH SIDE)



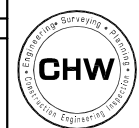
- * CONTRACTOR SHALL CONSTRUCT PAVED APRONS AT ALL LOCATIONS SHOWN IN PLANS. FOR EXISTING PAVED DRIVEWAYS PAVED APRON MATERIAL TO MATCH EX. DRIVEWAY MATERIAL.
- * AT LOCATIONS WHERE APRONS EXIST AND WILL BE ALTERED DURING CONSTRUCTION WIDENING, CONTRACTOR SHALL REMOVE REMAINING APRON PRIOR TO APRON CONSTRUCTION.

PAVED APRON DETAIL:
(SOUTH SIDE)



- * CONTRACTOR SHALL CONSTRUCT PAVED APRONS AT ALL LOCATIONS SHOWN IN PLANS. FOR EXISTING PAVED DRIVEWAYS PAVED APRON MATERIAL TO MATCH EX. DRIVEWAY MATERIAL.
- * AT LOCATIONS WHERE APRONS EXIST AND WILL BE ALTERED DURING CONSTRUCTION WIDENING, CONTRACTOR SHALL REMOVE REMAINING APRON PRIOR TO APRON CONSTRUCTION.

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
02-07-14	MH	90% SUBMITTAL TO CLIENT			



Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning
Construction Engineering Inspection
132 NW 76th Drive, Gainesville, Florida 32607
Phone: (352) 414-4621 • Fax: (352) 331-2476 • www.chw-inc.com
CA-5075

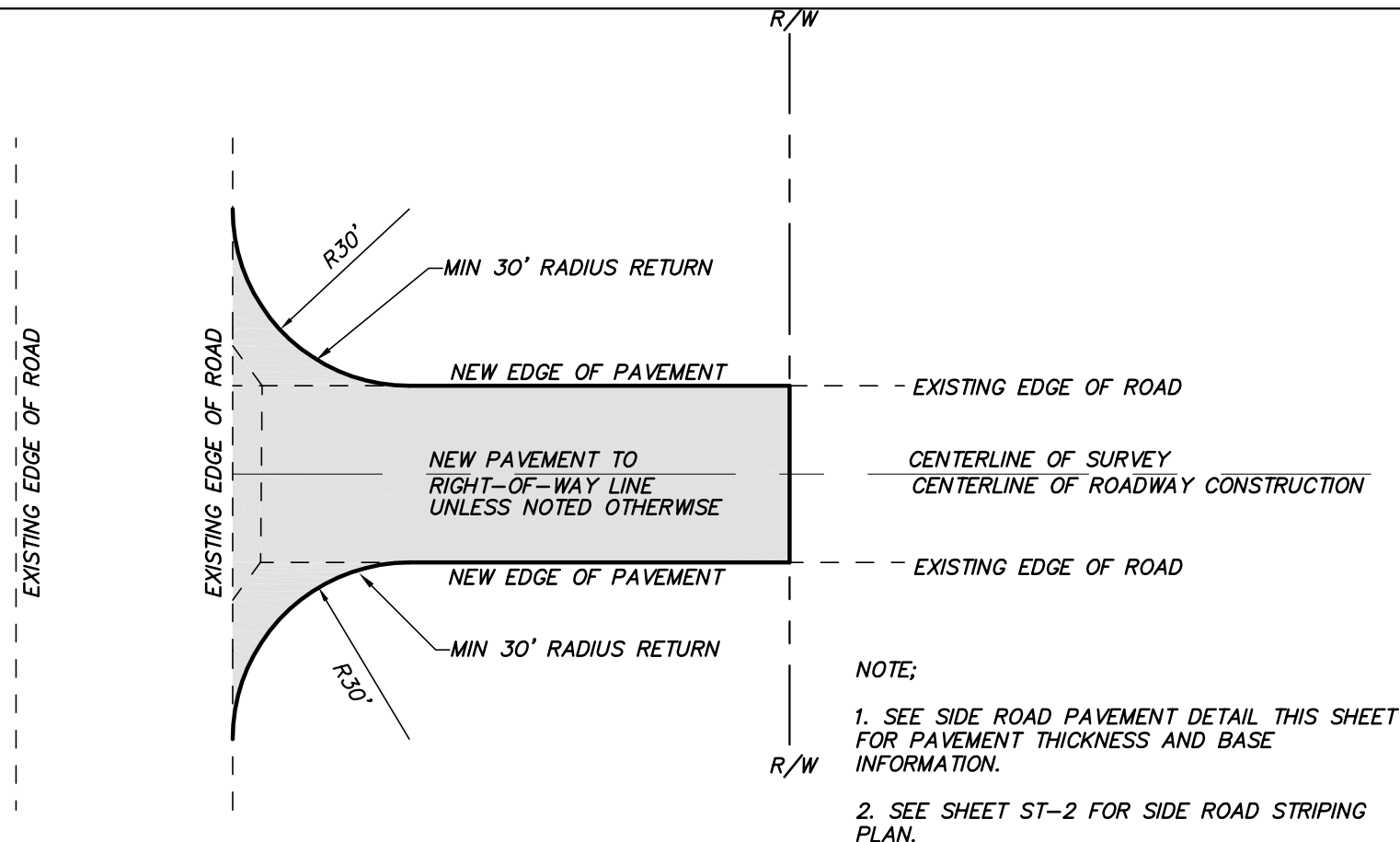
<i>TAYLOR COUNTY ROBERTS AMAN ROAD</i>		
<i>ROAD NO.</i>	<i>COUNTY</i>	<i>FINANCIAL PROJECT ID</i>
<i>CR 361</i>	<i>TAYLOR</i>	<i>212813-3-58-0</i>

TYPICAL SECTION DETAILS

SHEET
NO.

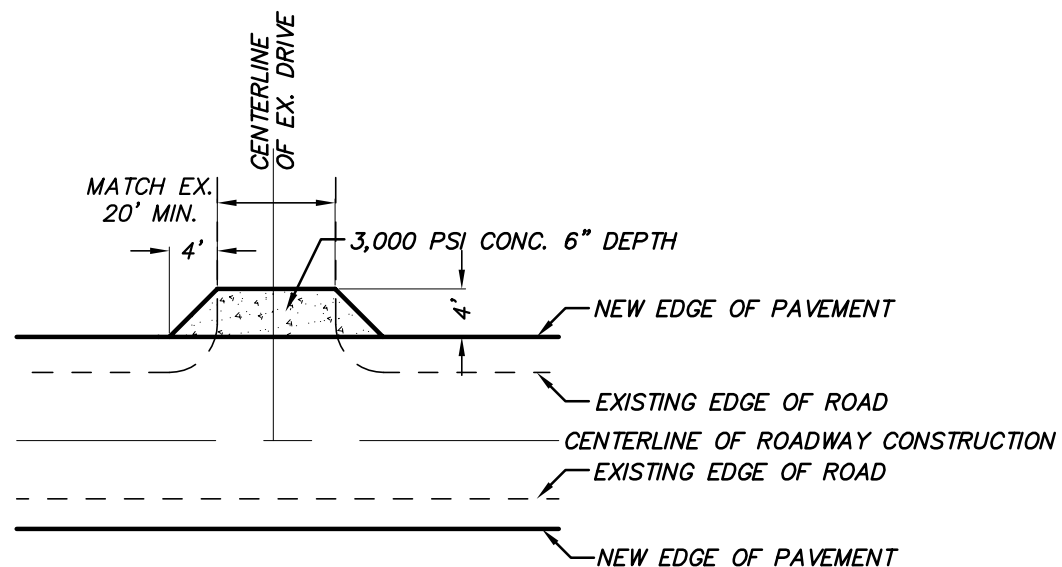
5

[illegible]



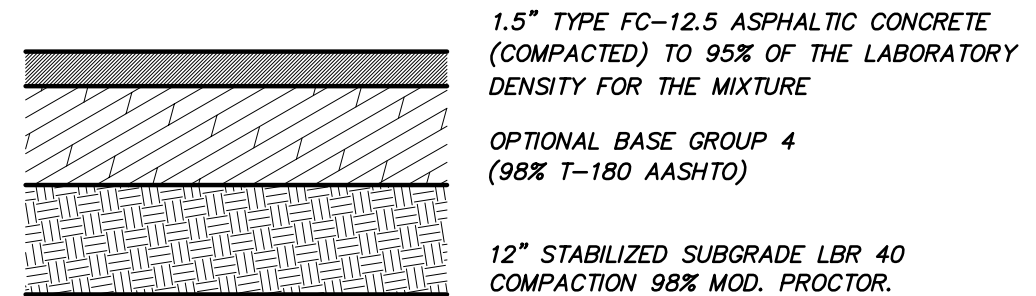
SIDE ROAD (TURNOUT) DETAIL

No Scale



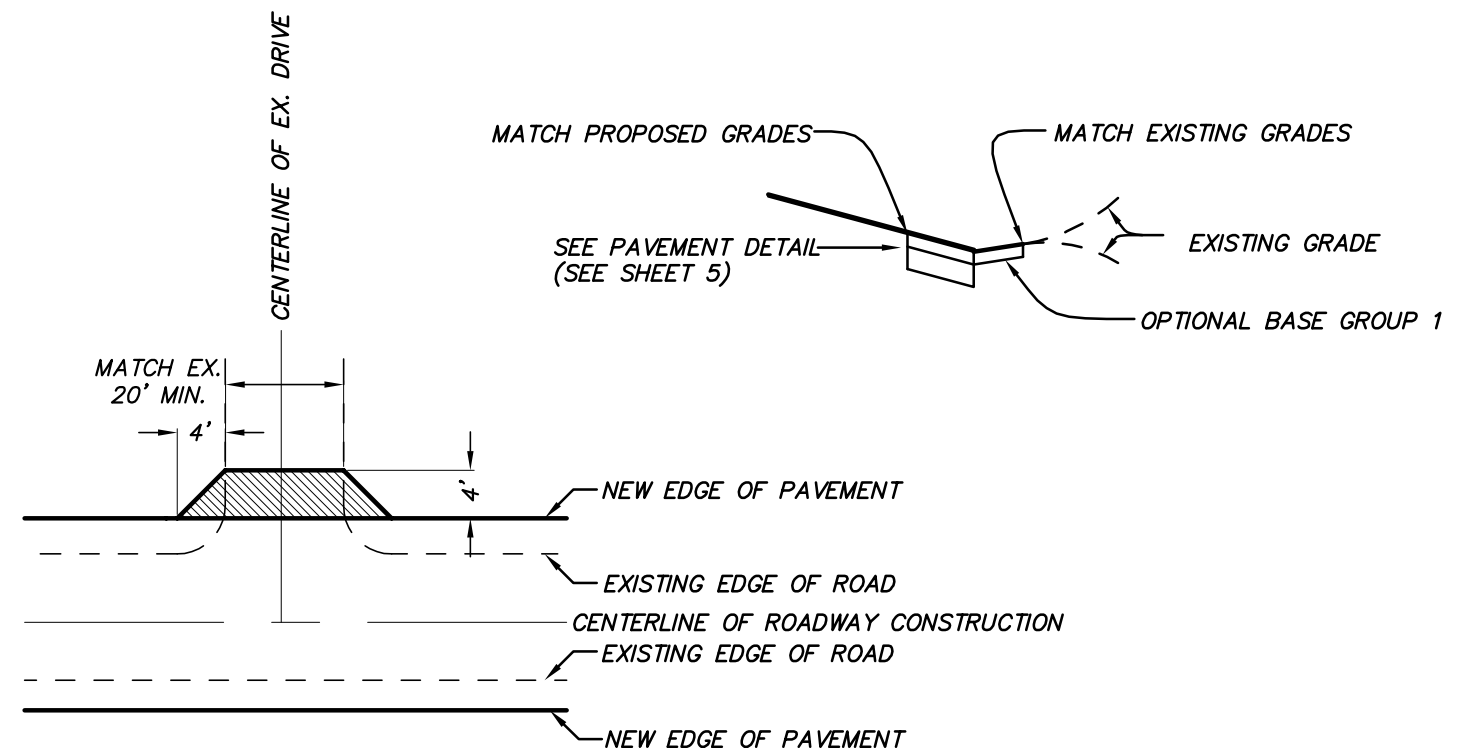
TYPICAL CONC. DRIVEWAY (APRON) DETAIL

No Scale



SIDE ROAD (TURNOUT) PAVEMENT DETAIL

No Scale



TYPICAL ASPHALT DRIVEWAY (APRON) DETAIL

No Scale

REVISIONS

DATE	BY	DESCRIPTION
02-07-14	MH	90% SUBMITTAL TO CLIENT

TYPICAL CONC. DRIVEWAY (APRON) DETAIL

No Scale

REVISIONS

DATE	BY	DESCRIPTION
02-07-14	MH	90% SUBMITTAL TO CLIENT

TYPICAL CONC. DRIVEWAY (APRON) DETAIL

No Scale

REVISIONS

DATE	BY	DESCRIPTION
02-07-14	MH	90% SUBMITTAL TO CLIENT

TYPICAL CONC. DRIVEWAY (APRON) DETAIL

No Scale

REVISIONS

DATE	BY	DESCRIPTION
02-07-14	MH	90% SUBMITTAL TO CLIENT

TYPICAL CONC. DRIVEWAY (APRON) DETAIL

No Scale

REVISIONS

DATE	BY	DESCRIPTION
02-07-14	MH	90% SUBMITTAL TO CLIENT

TYPICAL CONC. DRIVEWAY (APRON) DETAIL

No Scale

REVISIONS

DATE	BY	DESCRIPTION
02-07-14	MH	90% SUBMITTAL TO CLIENT

TYPICAL CONC. DRIVEWAY (APRON) DETAIL

No Scale

REVISIONS

DATE	BY	DESCRIPTION
02-07-14	MH	90% SUBMITTAL TO CLIENT

TYPICAL CONC. DRIVEWAY (APRON) DETAIL

No Scale

REVISIONS

DATE	BY	DESCRIPTION
02-07-14	MH	90% SUBMITTAL TO CLIENT

TYPICAL CONC. DRIVEWAY (APRON) DETAIL

No Scale

REVISIONS

DATE	BY	DESCRIPTION
02-07-14	MH	90% SUBMITTAL TO CLIENT

TYPICAL CONC. DRIVEWAY (APRON) DETAIL

No Scale

REVISIONS

DATE	BY	DESCRIPTION
02-07-14	MH	90% SUBMITTAL TO CLIENT

TYPICAL CONC. DRIVEWAY (APRON) DETAIL

No Scale

REVISIONS

DATE	BY	DESCRIPTION
02-07-14	MH	90% SUBMITTAL TO CLIENT

TYPICAL CONC. DRIVEWAY (APRON) DETAIL

No Scale

REVISIONS

DATE	BY	DESCRIPTION
02-07-14	MH	90% SUBMITTAL TO CLIENT

TYPICAL CONC. DRIVEWAY (APRON) DETAIL

No Scale

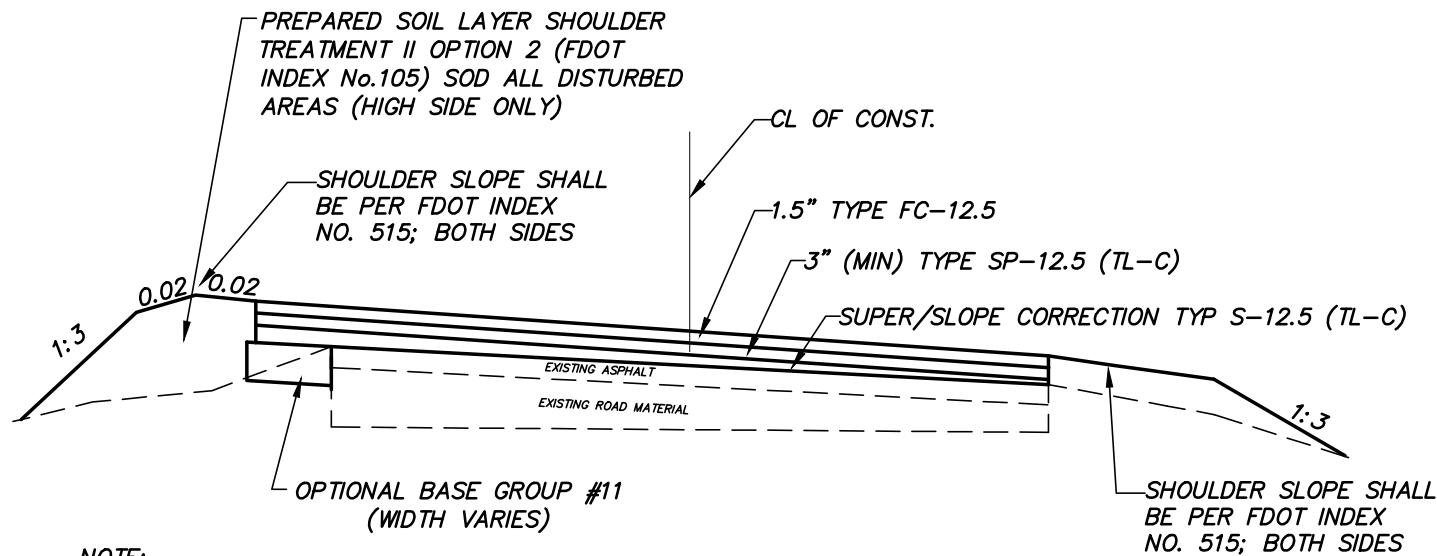
REVISIONS

DATE	BY	DESCRIPTION
02-07-14	MH	90% SUBMITTAL TO CLIENT

TYPICAL CONC. DRIVEWAY (APRON) DETAIL

No Scale

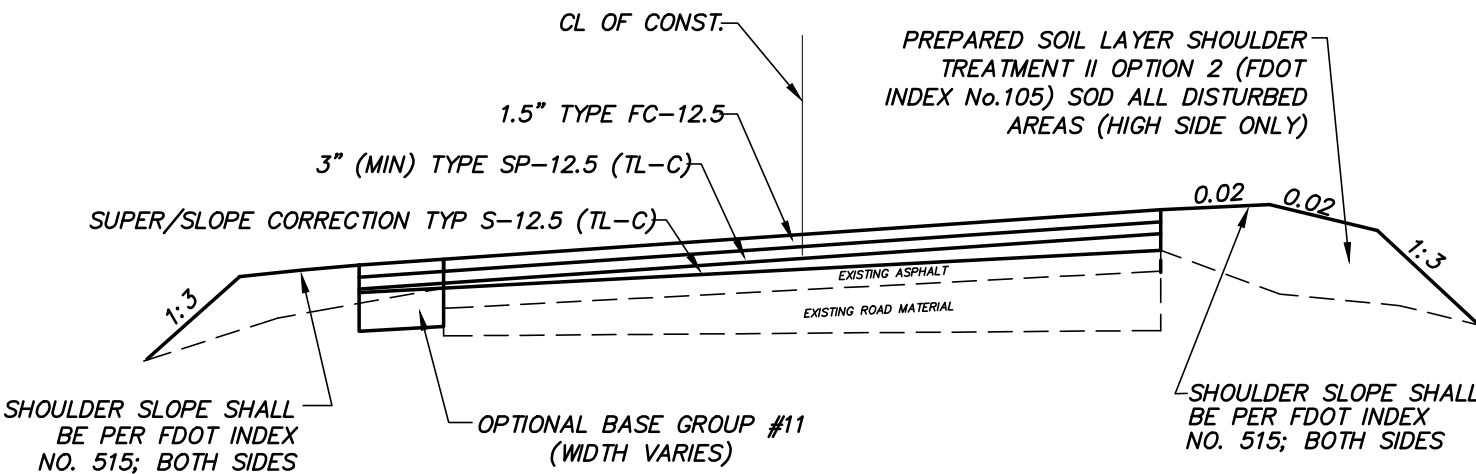
SUPER ELEVATION CONSTRUCTION DETAILS:



NOTE:

SUPERELEVATION/SLOPE CORRECTION SHALL TAKE PLACE PRIOR TO OVERBUILD PLACEMENT.
SHOULDER TREATMENT ON HIGH SIDE SHALL BE SHOULDER TREATMENT II OPTION 2
SOD PER TYPICAL SECTION AND WHERE NOTED IN PLAN VIEW. SEED AND MULCH ALL OTHER DISTURBED AREAS.
SEE SUPER ELEVATION TABLE FOR TRANSITIONS

RIGHT TURN DETAIL



NOTE:

SUPERELEVATION/SLOPE CORRECTION SHALL TAKE PLACE PRIOR TO OVERBUILD PLACEMENT.
SHOULDER TREATMENT ON HIGH SIDE SHALL BE SHOULDER TREATMENT II OPTION 2
SOD PER TYPICAL SECTION AND WHERE NOTED IN PLAN VIEW. SEED AND MULCH ALL OTHER DISTURBED AREAS.
SEE SUPER ELEVATION TABLE FOR TRANSITIONS

LEFT TURN DETAIL

SUPER ELEVATION TABLES

Curve	4	5	6	7	8
Radius (ft)	1145.92	1909.86	954.92	954.93	1432.4
Arc Length (ft)	402.97	371.88	465.71	512.07	434.96
PC (ft)	69+78.63	77+02.5	87+33.25	95+54.45	106+85.66
PT (ft)	73+81.6	80+74.38	91+97.24	100+66.51	111+21.18
Design Speed (mph)	45	45	45	45	45
Degree of Curvature (deg)	5.00	3.00	6.00	6.00	4.00
Max Super Elev slope	0.0717	0.0482	0.0809	0.0809	0.0608
Pavement Width (W) (ft)	20	20	20	20	20
Numbe of Lanes	2	2	2	2	2
Super Elev Trans Rate slope	0.005	0.005	0.005	0.005	0.005
Total Trans Length (L) (ft)	183.4	136.4	201.8	201.8	161.6
0.20 L (ft)	36.68	27.28	40.36	40.36	32.32
0.80 L (ft)	146.72	109.12	161.44	161.44	129.28
	Slope	Slope	Slope	Slope	Slope
Norm Crown Station (ft)	68+31.91	75+93.38	85+71.81	93+93.01	105+56.38
Delta PC (ft)	-146.72	-109.12	-161.44	-161.44	-129.28
Inside Elev (ft)	-0.2	-0.2	-0.2	-0.2	-0.2
Outside Elev (ft)	++	-0.2	-0.2	-0.2	-0.2
Half Crown Station (ft)	68+71.91	76+33.38	86+11.81	94+33.01	105+96.38
Delta PC (ft)	-106.72	-69.12	-121.44	-121.44	-89.28
Inside Elev (ft)	-0.2	-0.2	-0.2	-0.2	-0.2
Outside Elev (ft)	3	4	5	6	7
Reverse Crown Station (ft)	69+11.91	76+73.38	86+51.81	94+73.01	106+36.38
Delta PC (ft)	-66.72	-29.12	-81.44	-81.44	-49.28
Inside Elev (ft)	-0.2	-0.2	-0.2	-0.2	-0.2
Outside Elev (ft)	0.2	0.2	0.2	0.2	0.2
Full Super Station (ft)	70+15.31	77+29.78	87+73.61	95+94.81	107+17.98
Delta PC (ft)	36.68	27.28	40.36	40.36	32.32
Inside Elev (ft)	-0.717	-0.482	-0.809	-0.809	-0.608
Outside Elev (ft)	0.717	0.482	0.809	0.809	0.608
Full Super Station (ft)	73+44.92	80+47.1	91+56.88	100+26.15	110+88.86
Delta PT (ft)	-36.68	-27.28	-40.36	-40.36	-32.32
Inside Elev (ft)	-0.717	-0.482	-0.809	-0.809	-0.608
Outside Elev (ft)	0.717	0.482	0.809	0.809	0.608
Reverse Crown Station (ft)	74+48.32	81+03.5	92+78.68	101+47.95	111+70.46
Delta PT (ft)	66.72	29.12	81.44	81.44	49.28
Inside Elev (ft)	-0.2	-0.2	-0.2	-0.2	-0.2
Outside Elev (ft)	0.2	0.2	0.2	0.2	0.2
Half Crown Station (ft)	74+88.32	81+43.5	93+18.68	101+87.95	112+10.46
Delta PT (ft)	106.72	69.12	121.44	121.44	89.28
Inside Elev (ft)	-0.2	-0.2	-0.2	-0.2	-0.2
Outside Elev (ft)	3	4	5	6	7
Norm Crown Station (ft)	75+28.32	81+83.5	93+58.68	102+27.95	112+50.46
Delta PT (ft)	146.72	109.12	161.44	161.44	129.28
Inside Elev (ft)	-0.2	-0.2	-0.2	-0.2	-0.2
Outside Elev (ft)	-0.2	-0.2	-0.2	-0.2	-0.2

SUMMARY OF DRIVEWAYS (APRONS)

[illegible]

STATION	SIDE	AREA (SF)		STATION	SIDE	AREA (SF)	
		P	F			P	F
69+03.61	LT	96.0		112+01.65	RT	96.0	
69+90.29	LT	95.8		112+46.07	LT	96.0	
73+46.12	LT	96.2					
75+13.94	RT	96.0					
75+57.00	LT	96.0					
77+63.94	RT	95.9					
78+57.24	LT	97.4					
79+09.60	RT	95.6					
81+34.90	LT	96.0					
81+95.00	LT	96.0					
83+53.84	LT	96.0					
85+27.53	LT	96.0					
86+93.05	RT	96.0					
87+50.31	LT	96.3					
88+42.44	LT	96.2					
89+05.61	RT	96.0					
91+22.84	RT	96.0					
93+83.44	RT	96.0					
95+00.41	RT	96.0					
95+63.20	LT	95.6					
97+05.74	RT	96.4					
97+28.84	LT	95.8					
99+29.73	LT	95.6					
100+40.18	RT	96.0					
102+65.22	RT	96.0					
106+26.49	LT	96.0					
107+28.19	RT	95.7					
107+32.22	LT	96.1					
108+11.69	LT	96.2					
108+76.44	RT	95.8					
109+43.49	LT	96.2					

**TAYLOR COUNTY, FLORIDA
PROPOSED SUMMARY OF PAY ITEMS**

DATE: 01/31/10					
PROJECT: 2009-001-ENG05			COUNTY/SECTION: 38580000		
0001 SUMMARY OF ROADWAY			PAY ITEMS		
ALT	ITEM NUMBER	ITEM DESCRIPTION	UNIT	2009-001-ENG02	QUANTITY TOTAL
	0999- 2-	LUMP SUM CONTRACT, ALTERNATIVE BIDDING 2009-001-ENG02	LS	1.000	1.000
	0999- 25-	INITIAL CONTINGENCY AMOUNT, DO NOT BID 2009-001-ENG02	LS	1.000	1.000

CAUSSEAUX, HEWETT, & WALPOLE, INC. - QUALITY ASSURANCE (QA) / QUALITY CONTROL (QC) REVIEW					
SEVEN TYPE	INITIALS	DATE	DESCRIPTION OF DATE	INITIALS	DATE
NUMBER OF RECORD (TOP) OR P.E. CHANGE BLACK LACT (Only for Q-CV RECORD)			SIZE OF P.E. REMOVED BLACK (AMOUNT, LBS) (REACHES PROVIDED)		Q-CV RECORDS: UNITED (BLACK RECORD) BLACK (COMBATED REMOVED ENERGY)
NUMBER OF RECORDS: P.E.M. REMOVED BLACK LACT (REMOVED), NO (COMBATED PROVIDED)	AP	06/29/10	REMOVAL: REMOVED INCORPORATED BLACK (COMBATED REMOVED "YELLOW")		Q-CV: UNITED (P-E.M. BLACK RECORD)

Tech: Thomas Plot Date: Jul 11, 2014 9:54am Filename: G:\JORS\2014\4-0001\DWGA Production Files\4-0001-TYPICAL_SECTION.dwg
 bp

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
02-07-14	MH	90% SUBMITTAL TO CLIENT			



Causseaux, Hewett, & Walpole, Inc.
Engineering • Surveying • Planning
Construction Engineering Inspection
132 NW 76th Drive, Gainesville, Florida 32607
Phone: (352) 414-4621 • Fax: (352) 331-2476 • www.chw-inc.com
CA-5075

TAYLOR COUNTY ROBERTS AMAN ROAD		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 361	TAYLOR	212813-3-58-01

SUMMARY OF QUANTITIES

SHEET
NO.

8

QUANTITY	STATION	SIDE	BARRELS	PIPE LENGTH (LF)								
				18" (LF)	MES (EA)	30" (LF)	ENDWALL (EA)	36" (LF)	ENDWALL (EA)	42" (LF)	ENDWALL (EA)	SOD (SY)
P	70+81.10	RT	3							21	1*	96
F												
P	71+09.94	LT	3							9	1*	96
F												
P	73+60	LT	1		2							18
F												
P	75+70	LT	1		2							18
F												
P	84+97.46	LT	1					25	1**			48
F												
P	84+97.68	RT	1					26	1**			48
F												
P	87+65	LT	1		2							18
F												
P	88+55	LT	1		2							18
F												
P	95+80	LT	1		2							18
F												
P	97+40	LT	1		2							18
F												
P	99+45	LT	1		2							18
F												
P	104+56	LT	1		1		1					48
F												
P	104+66.99	RT	2					10	1**			96
F												
P	104+78.11	LT	2					12	1**			96
F												
P	106+40	LT	1		2							18
F												
P	107+50	LT	1		2							18
F												
P	108+30	LT	1		2							18
F												
P	109+60	LT	1		2							18
F												
P	112+60	LT	1		2							18
F												
P	112+90	LT	1					10	1			48
F												
P	112+90	RT	1					4	1			48
F												
P												
F												
P												
F												
P												
F												
P												
F												

**** NOTE: THIS ENDWALL IS A DOUBLE
PIPE ENDWALL; SEE PLAN VIEW**

1. CULVERTS: FDOT INDEX 250:
STRAIGHT CONCRETE ENDWALLS
FDOT INDEX 272 AND 273:
MITERED END SECTION
FDOT INDEX 280:
MISCELLANEOUS DRAINAGE DETAILS
FDOT INDEX 281:
DITCH PAVEMENT AND SODDING

3. ALL TRENCHES SHALL BE BACKFILLED BY THE END OF THE WORK DAY. NO OPEN TRENCHES WILL BE PERMITTED AFTER WORK ENDS FOR THE DAY.



1. IN STAGE #1, CONSTRUCT COMPACTED FILL BENEATH THE HAUNCHES OF THE PIPE, USING MECHANICAL TAMPS SUITABLE FOR THIS PURPOSE. THIS COMPACTION APPLIES TO THE MATERIAL PLACED BENEATH THE HAUNCHES OF THE PIPE AND ABOVE ANY BEDDING.
2. IN STAGE #2, CONSTRUCT COMPACTED FILL ALONG THE SIDES OF THE PIPE AND UP TO THE BOTTOM OF THE BASE, WITH THE UPPER 12" RECEIVING TYPE B STABILIZATION. IN LIEU OF TYPE B STABILIZATION, THE CONTRACTOR MAY CONSTRUCT USING OPTIONAL BASE GROUP 4.
3. NEW 8" LIMEROCK BASE SHALL BE COMPACTED TO NOT LESS THAN 98% OF MAX DENSITY AS SPECIFIED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION 200-7.2. THE WIDTH OF THE LIMEROCK BASE SHALL BE THE WIDTH OF THE PIPE TRENCH PLUS 18" ON BOTH SIDES SEE DETAIL.
4. UNLESS OTHERWISE SPECIFIED, MATERIALS AND METHODS OF OPERATION REQUIRED TO INSTALL NEW AND REPLACEMENT PAVEMENT SHALL BE IN ACCORDANCE WITH THE LATEST APPLICABLE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
5. PAVEMENT SHALL BE REMOVED TO NEATLY SAWED STRAIGHT EDGES.
6. THE TYPE AND THICKNESS OF THE NEW SURFACE MATERIAL SHALL BE CONSISTENT WITH THAT OF THE EXISTING SURFACE, BUT IN ALL CASES SHALL MEET THE MINIMUM STANDARDS ESTABLISHED BY THE PLANS AND SPECIFICATIONS.
7. THE BACKFILLING AND PAVEMENT REPLACEMENT MUST BE DONE IN ACCORDANCE WITH FDOT INDEX 307 AND FDOT SPEC SECTION 334.

NTS



TAYLOR COUNTY ROBERTS AMAN ROAD		
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
CR 361	TAYLOR	212813-3-58-01

SHEET
NO.

9

bp[illegible]

11

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 2014-2015

MEETING DATE REQUESTED:

August 5, 2014

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 2014-2015

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.

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 County

2. Address of County 201 East Greet 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, and the one who will sign Reimbursement request as the Grantee's Grant Manager.)

Name Melody Cox Title Grants Director

5. Address of Contact Person 201 East Green Street Perry, FL 332347

6. Telephone Number of Contact Person (850)838-3553

7. Population of County 22,857 (2013)

8. Purpose for which grant money is requested (indicate by checkmarks) per Rule 62-716.510 (1)

☐ a. Purchasing or repairing solid waste scales ☐ e. Maintenance of solid waste facilities

☒ b. Solid Waste Management Program ☐ f. Education for employees or public
Operating costs (may include waste tire and
litter control and prevention)

☐ c. Planning ☐ g. Recycling demonstration projects

☐ 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: (Person who will sign the Grant Agreement).

Name Dustin Hinkle Title County Administrator

10A. Name and Title of Authorized Representative: (Person who will sign the Grant Reimbursement Request as Grantee's Fiscal Agent).

Name Tammy Taylor Title Finance Director

*Consolidated Small County Solid Waste
Management Grant Application
Page 2,*

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 East Green Street Perry, FL 32347

14. Is your County **Self-Insured** for Liability Insurance, as allowed pursuant to Section 768.28, Florida Statutes? YES
NO . If your county is self-insured, **we must have a written statement** from your Chief Financial Officer stating this.
(Please Attach).

15. Has your County submitted its Solid Waste Management Report to the Waste Reduction Section of DEP, per 62-716.450 F.A.C. (due by April 1st of each year)? YES X NO .

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

August 4, 2014

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.

ATTACHMENT A GRANT WORK PLAN

Project Title: *Provide a brief title for the project proposed.*
TAYLOR-Small County Consolidated Solid Waste Grant

Project Location: *Identify the location of the project and include the county/counties involved in the project area. If this project affects water, include the watershed and hydrologic unit code.*
Taylor County, Florida

Project Background: *Provide a summary of the site/project area and the justification supporting the need for the Florida Department of Environmental Protection to fund the proposed project.*

The Taylor County Board of 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 2014 – 2015 which is divided by 33 counties with populations less than 100,000.

Project Description: *Provide a detailed description of the work to be performed for the project. Project descriptions should include specific tasks for accomplishing the completion of the project.*

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 80.005 tons of waste tires FY 2014 – 2015.

Task 1 will provide recycling services for residents and small businesses by funding 3 full time positions and one part time position for the operation of a recycling and collection facility.

Task 2 will provide for the disposal of waste tires.

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 and administrative duties required for the recycling program.

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

Deliverable Budget: \$74,908.00

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

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.

Position	Hours	Hourly Rate	Annual Salary	Total
Recycling Technician	2080	\$9.28	\$19,302.40	\$19,302.40
Utilities Mechanic	2080	\$10.40	\$21,632.00	\$21,632.00
Heavy Equipment Operator	2080	\$10.59	\$22,027.20	\$22,027.20
Recycling Secretary	1061	\$11.26	\$11,946.86	\$11,946.86
Total Salary			(Actual \$74,908.46)	\$74,908.00

Total Salaries: = \$74,908 / 4 Qtrs. = \$18,727 per Qtr.

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: (What criteria will the DEP Grant Manager use to evaluate the deliverable to determine if it is acceptable, receipt is not a performance measure, it should be in compliance with a particular statute or rule)

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.

NOTE: THIS INFORMATION MUST BE PROVIDED FOR EACH TASK.

Task # 2

Task Title: Disposal Waste Tires

Task Description: Disposal of tons of Waste Tires

Deliverable Description: Copy of invoices and proof of payment

Deliverable Budget: \$16,001.00

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	79.005	\$15,801.00
Aucilla Area Regional Landfill	\$200.00	1.0	\$200.00
Total Costs			\$16,001

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.* N/A

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

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

Contractual: *What services will be subcontracted?* N/A

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

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).* Disposal of 80.005 tons of waste tires at \$200.00 per ton 16,001 / 4 Qtrs = \$4,000.25 per Qtr.

Performance Measure: (What criteria will the DEP Grant Manager use to evaluate the deliverable to determine if it is acceptable, receipt is not a performance measure, it should be in compliance with a particular statute or rule)

Task 2: Will provide for the disposal of 80.005 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	10/01/2014	09/30/2015	Qtrly Reports with support doc.	Jan. 31 st , April 30 th , July 31 st , Oct. 31 st .
2	Waste Tire Dis.	10/01/2014	09/30/2015	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:	\$74,908.00
Fringe Benefits:	
Travel:	
Contractual Services:	
Equipment Purchases	
Supplies/Other Expenses	\$16,001.00
Land	N/A
Indirect:	N/A
Total Funding Amount:	\$90,909.00

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

Task	DEP Funding Amount
1 Recycling Service	\$74,908.00
2 Waste Tire Dis.	\$16,001.00
3	
4	
5	
6	
Total Funding Amount:	\$90,909.00

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

DEP BUDGET-COST ANALYSIS FORM

PROJECT TITLE: Small County Consolidated Grant - Taylor County

BUDGET DETAIL						COST ANALYSIS			
Budget items below to be provided by the Contractor . See attached instructions.						Cost Analysis to be completed by the Department Contract Manager. See attached instructions.			
						Allowable	Reasonable	Necessary	COMMENTS (Basis for Decision)
1. PERSONNEL EXPENSES <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> A. Salaries - (Name/Title/Position) <u>Recycling Technician</u> <u>Utilities Mechanic</u> <u>Heavy Equipment Operator I</u> <u>Recycling Secretary</u> </div> <div style="width: 30%;"> <div style="display: flex; justify-content: space-between;"> <div>Hourly Cost (\$)</div> <div>Hours</div> <div>Totals (\$)</div> </div> <div style="display: flex; justify-content: space-between;"> <div>\$9.28 *</div> <div>2080</div> <div>= \$19,302.40</div> </div> <div style="display: flex; justify-content: space-between;"> <div>\$10.40 *</div> <div>2080</div> <div>= \$21,632.00</div> </div> <div style="display: flex; justify-content: space-between;"> <div>\$10.50 *</div> <div>2080</div> <div>= \$21,840.00</div> </div> <div style="display: flex; justify-content: space-between;"> <div>\$11.26 *</div> <div>1061</div> <div>= \$11,946.86</div> </div> <div style="display: flex; justify-content: space-between;"> <div>*</div> <div></div> <div>= \$0.00</div> </div> <div style="display: flex; justify-content: space-between;"> <div>*</div> <div></div> <div>= \$0.00</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Total Salaries</div> <div></div> <div>\$74,721.26</div> </div> </div> <div style="width: 30%;"> <div style="display: flex; justify-content: space-between;"> <div>B. Fringe Benefits (Rate% * Total salaries applicable)</div> <div>Rate %</div> <div>Total Sal. App.</div> <div>Total \$</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Not applicable FY 2014 - 2015.</div> <div>0.00% *</div> <div>\$74,908.46</div> <div>\$74,908.46</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Total Personnel Expenses (A+B)</div> <div></div> <div></div> </div> </div> </div>									
2. Supplies <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> Description </div> <div style="width: 30%;"> <div style="display: flex; justify-content: space-between;"> <div>Unit Cost \$</div> <div>Quantity</div> <div>Totals \$</div> </div> <div style="display: flex; justify-content: space-between;"> <div>*</div> <div></div> <div>= 0</div> </div> <div style="display: flex; justify-content: space-between;"> <div>*</div> <div></div> <div>= 0</div> </div> <div style="display: flex; justify-content: space-between;"> <div>*</div> <div></div> <div>= 0</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Total Supplies</div> <div></div> <div>0</div> </div> </div> </div>									
3. Equipment <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> Description </div> <div style="width: 30%;"> <div style="display: flex; justify-content: space-between;"> <div>Unit Cost \$</div> <div>Quantity</div> <div>Totals \$</div> </div> <div style="display: flex; justify-content: space-between;"> <div>*</div> <div></div> <div>= 0</div> </div> <div style="display: flex; justify-content: space-between;"> <div>*</div> <div></div> <div>= 0</div> </div> <div style="display: flex; justify-content: space-between;"> <div>*</div> <div></div> <div>= 0</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Total Equipment</div> <div></div> <div>0</div> </div> </div> </div>									
4. Travel <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> Purpose/Destination </div> <div style="width: 30%;"> <div style="display: flex; justify-content: space-between;"> <div>Days</div> <div>Per Diem \$</div> <div>Fare/Rate \$</div> <div>Mileage</div> <div>Totals \$</div> </div> <div style="display: flex; justify-content: space-between;"> <div>[]</div> <div>*</div> <div>[]</div> <div>+</div> <div>[]</div> <div>*</div> <div>[]</div> <div>=</div> <div>0</div> </div> <div style="display: flex; justify-content: space-between;"> <div>[]</div> <div>*</div> <div>[]</div> <div>+</div> <div>[]</div> <div>*</div> <div>[]</div> <div>=</div> <div>0</div> </div> <div style="display: flex; justify-content: space-between;"> <div>[]</div> <div>*</div> <div>[]</div> <div>+</div> <div>[]</div> <div>*</div> <div>[]</div> <div>=</div> <div>0</div> </div> <div style="display: flex; justify-content: space-between;"> <div>Total Travel</div> <div></div> <div>0</div> </div> </div> </div>									

				Allowable	Reasonable	Necessary	COMMENTS (Basis for Decision)
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)	*		= \$0.00				
Aucilla Area Regional Landfill (Tire Disposal)	*		= \$0.00				
	*		= \$0.00				
	*		= \$0.00				
	*		= \$0.00				
	Total Miscellaneous		\$16,001.00				
SUBTOTAL (1 thru 6)			\$90,722.26				
7. <u>Overhead/Indirect</u> - Base: _____	Rate %	Base \$	Total \$				
	0.00% *	0	= 0				
8. Total Budget			\$ 90,722.26				

CERTIFICATION

I cetify 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. Documentqation is attached evidencing the methodology used and the conclusions reached.

Name: Dustin Hinkle

Signature: _____

Date: _____

BUDGET INSTRUCTIONS

A detailed budget is required for DEP fixed price contracts; however, this form shall also be used for determining the maximum amount needed under cost-reimbursement and fee-schedule contracts and to complete the required cost analysis for non-competitively awarded contracts over the Category II threshold. For fixed price contracts, this budget form is intended to provide the minimum information needed for budget approval. The DEP reserves the right to require additional information when necessary for approval of the fixed price, and also to require that any part of the project be compensated on a cost-reimbursement basis. Attach a separate sheet to provide an explanation of travel, equipment (especially computers), subcontracts, and other supporting information, and when needed for extra space (use same format and show totals on this form). This form should list the total fixed price to be funded by DEP, or the total project budget when the DEP is to pay a percentage of the project total. Breakdowns by task or phase, or other division of work, should be shown on the separate attachment. The use of this particular form is not a requirement for the budget, however any other budget form or format used should provide, at a minimum, the same information and level of detail. This form is required for completion of the cost analysis.

- 1 PERSONNEL - A. Salaries - Identify the persons to be compensated for work on this project by name (if known), position, and title. Show the hourly cost and total hours to be charged for each person or position. If more space is needed, use a separate sheet to list individual positions and salaries, and show here the total hours for each title or position. Divide annual salaries by 2080 hours, and nine month academic salaries by 1560 hours, to find the hourly rate. B. Fringe Benefits - Multiply the rate by the total salaries to which fringe benefits apply. If the rate is variable, explain and show calculations on an attachment.
- 2 SUPPLIES - List expendable supplies by category description, unit costs and quantity.
- 3 EQUIPMENT - List non-expendable personal property/equipment valued at \$1,000 or more by description, unit cost, and quantity. Computers and data-processing equipment should be described in detail in an attached explanation.
- 4 TRAVEL - List trips by their purpose and/or destination. Unless travel details are included in the Scope of Services, a separate narrative should be attached. Indicate the number of days for each trip and the per diem. **Keep in mind the DEP can only pay for travel at the approved State rate (Section 112.061, Florida Statutes).** Use "Fare/Rate" for mileage rate and multiply by "Mileage", or for travel fare and leave "Mileage" blank.
- 5 CONTRACTUAL - Subcontractors should provide the same information required by this budget form, with the following exceptions: (a) when professional services are provided at a pre-existing approved rate or fee shown on the budget; or (b) the subcontract is to be obtained competitively. For either (a) or (b), show an estimated maximum amount and provide an attached explanation as to how it was determined. Contractual services other than fixed price will be compensated by the DEP on a cost-reimbursement basis.
- 6 MISCELLANEOUS - List expenses not included in any of the above categories. Examples would be printing, copying, postage, communications, etc. Non-expendable equipment valued at less than \$1,000 may be listed also. Include only expenses directly related to the project, not expenses of a general nature.
- 7 OVERHEAD/INDIRECT - Indicate the approved overhead/indirect cost rate, the dollar amount of the base to which it is applied, and the resulting total. Identify the base (cost categories) to which the rate is applied on the line indicated.
- 8 TOTAL BUDGET - Show the total of categories 1 through 7.

COST ANALYSIS INSTRUCTIONS

A cost analysis must be completed for any non-competitively procured agreement in excess of Category II, as well as any amendments that affect the amount of compensation and/or the level of services provided.

- 1 Each separate line item must be evaluated to determine whether the cost is allowable, reasonable and necessary. Each miscellaneous cost must be specifically identified.
- 2 To be allocated to a program, a cost must be related to the services provided. If the cost benefits more than one program, a determination must be made that the cost is distributed in a reasonable and consistent manner across all benefiting programs.
- 3 To be allowable, a cost must be allowable pursuant to state and federal expenditure laws, rules and regulations and authorized by the agreement between the state and the contractor/grantee.
- 4 To be reasonable, a cost must be evaluated to determine that the amount does not exceed what a prudent person would incur given the specific circumstances.
- 5 To be necessary, a cost must be essential to the successful completion of the project.
- 6 Indirect costs/overhead should be evaluated to determine that the rate is reasonable.
- 7 Once the analysis of each budget item has been completed, indicate (by Yes or No) in the boxes to the right if the cost is allowable, reasonable and necessary. Use the comment box to provide comments on the basis for your decision.
- 8 Documentation must be maintained in the Contract/Grant Manager's files to support the conclusions reached as shown on this form.
- 9 For contracts/grants prepared by the Procurement Section, this completed, signed form must be submitted with the Contract Initiation Form. For those grant agreements prepared from approved templates, this completed, signed form must be maintained in the grant file in the Program Area.

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



Board to ratify County's Administrator's signature on the 3rd quarter FY 2013-2014 Small County Consolidated Waste Management Grant Payment Request.

MEETING DATE REQUESTED:

August 4, 2014

Statement of Issue: Requesting Board to ratify the County Administrator's signature on the 3rd quarter FY 2013-2014 Small County Consolidated Waste Management Grant Payment Request.

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

Fiscal Impact: \$28,336.79 to be reimbursed to the County. No match is required.

Budgeted Expense: Y/N

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County received a Small County Consolidated Waste Management Grant in the amount of \$90,909.00 FY 2013-2014. We are requesting reimbursement in the amount of \$28,336.79 for the 3rd quarter reporting period.

Attachments: Reimbursement Request Summary Form

**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

Grantee: TAYLOR COUNTY
Mailing Address: 201 East Green St.
Perry, FL 32347

DEP Agreement No.: 429SC

Date Of Request: 07/28/2014

Grantee's Grant Manager:
Melody Cox

Payment Request No.: 3

Performance

Period: 04/01/2014 – 06/30/2014

**Task/Deliverable Amount
Requested:** \$28,336.79

Task No.: 1 & 2

GRANT EXPENDITURES SUMMARY SECTION

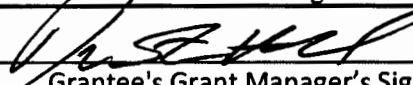
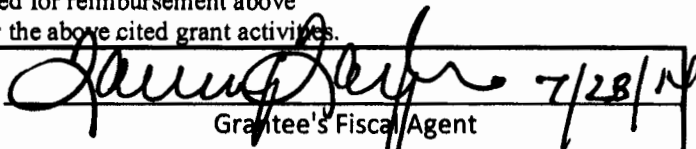
04/01/2014 – 06/30/2014

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

CATEGORY OF EXPENDITURE	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENTS
Salaries	\$15,271.20	\$41,450.40
Fringe Benefits	\$2,229.59	\$6,051.73
Travel (if authorized)	\$N/A	\$N/A
Subcontracting:	\$	\$
	\$	\$
Waste Tire Disposal – D.E. Barnes	\$10,836.00	\$15,670.50
Waste Tire Disposal – Aucilla	\$	\$95.00
Supplies/Other Expenses	\$	\$
	\$	\$
	\$	\$
TOTAL AMOUNT	\$28,336.79	\$63,267.63
TOTAL TASK BUDGET AMOUNT	\$90,909.00	
Less Total Cumulative Payments of:	\$63,267.63	
TOTAL REMAINING IN TASK	\$27,641.37	

GRANTEE CERTIFICATION

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

	 7/28/14
Grantee's Grant Manager's Signature Dustin Hinkle	Grantee's Fiscal Agent Tammy Taylor
Print Name 850-838-3500 Ex.107	Print Name 850-838-3506 Ex. 122
Telephone Number	Telephone Number

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	429SC		
Grantee Name:	TAYLOR COUNTY		
Grantee Address:	201 E Green Street Perry, Fl 32347		
Grantee's Grant Manager:	Melody Cox	Telephone No.:	850-838-3553
Reporting Period: 04/01/2014 – 06/30/2014			
Project Number and Title:	429SC-Taylor Small County Consolidated Solid Waste Grant		

Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.

NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.

The following format should be followed:

Task 1: Provide recycling services with 3 full time personnel positions for the operation of the recycling and collection facility.

Progress for this reporting period: Task 1 was completed as per the Grant Work Plan. Three full time employees operate the recycling and collection facility.

Identify any delays or problems encountered: There were no delays or problems encountered this reporting period. Documentation of staff salary and benefits is included in the report attachments.

Task 2: Disposal of waste tires.

Progress for this reporting period: Waste tires were disposed of as per the Grant Work Plan. D.E. Barnes picks up the majority of waste tires. Periodically the County disposes of waste tires at the Aucilla Area Regional Landfill but all tires were picked up by D.E. Barnes this reporting period.

Identify any delays or problems encountered: There were no delays or problems encountered this reporting period. Documentation of the expenditures incurred disposing of the waste tires is included in the report attachments.

This report is submitted in accordance with the reporting requirements of DEP Agreement No. 429SC and accurately reflects the activities associated with the project.



 Signature of Grantee's Grant Manager

7-28-2014

 Date

13

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

THE BOARD TO REVIEW AND CONSIDER APPROVAL OF POLICY
1.04: SIGNATURE AUTHORITY OF THE COUNTY
ADMINISTRATOR.



MEETING DATE REQUESTED:

AUGUST 4, 2014

Statement of Issue: THE BOARD TO CONSIDER ADOPTING A POLICY

Recommended Action: APPROVE

Fiscal Impact: N/A

Budgeted Expense: N/A

Submitted By: DUSTIN HINKEL, COUNTY ADMINISTRATOR

Contact: 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: THE BOARD HAS HAD A STANDING APPROVAL AND POLICY TO ALLOW THE COUNTY ADMINISTRATOR TO SIGN DOCUMENTS OF AN ADMINISTRATIVE AND ROUTINE NATURE. THIS POLICY DOCUMENT WILL AIDE IN FORMALIZING THE BOARD'S POSITION.

Options: APPROVE/DENY/EDIT

Attachments: POLICY #1.04



Taylor County

Board of County Commissioners

Policy Manual

Policy #:	Title:	Effective Date:
1.04	Signature Authority of the County Administrator	08/04/14

PURPOSE

To provide guidance and instruction for the delegation of authority for the County Administrator to sign documents on behalf of the Board of County Commissioners.

REFERENCE

Florida Statute Chapter 125.74

POLICY

- (1) Under the Administrative form of government, the Board recognizes that the County Administrator is delegated the authority to ensure the proper administration of all affairs under the jurisdiction of the Board. From time to time, the County Administrator will be required to sign documents on behalf of or a as a representative of the Board. Pursuant to Florida Statute Chapter 125.74, the County Administrator is authorized to sign on behalf of the Board those documents that are administrative or ministerial in nature. Examples include:
 - (a) Grant documents for grants approved by the Board.
 - (b) Contract documents, including contracts, task orders, and reports, for projects approved by the Board and procured pursuant to the Board's Purchasing Policy and Florida Statutes.
 - (c) Change orders for projects approved by the Board and there is no change in the project budget.
 - (d) Documentation required from state or federal agencies for projects or services approved by the Board.
- (2) Any document signed by the County Administrator pursuant to this policy shall be placed on the regular agenda for ratification by the Board as soon as practicable.
- (3) The above specific power is to be construed as administrative in nature, and in any exercise of governmental power the administrator shall only be performing the duty of advising the board of county commissioners in its role as the policy-setting governing body of the county.

Office of the County Administrator

Revision Date(s): 00/00/00 (Use this format)

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:



WENDELL EZELL TO ADDRESS THE BOARD REGARDING THE
REMOVAL OF TREES FROM THE PROPERTY OF MS.
GLENDA SIMPSON DURING AN AIRPORT PROJECT.

MEETING DATE REQUESTED:

AUGUST 4, 2014

Statement of Issue: MR. EZELL TO REQUEST COMPENSATION FOR THE
TREES REMOVED

Recommended Action: DISCUSSION

Fiscal Impact: MR. EZELL REQUESTS THAT THE BOARD COMPENSATE
MS. SIMPSON FOR THE TREES AT A RATE OF \$2,500

Budgeted Expense: NO

Submitted By: DUSTIN HINKEL, COUNTY ADMINISTRATOR

Contact: 838-3500

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: MS. SIMPSON'S TREES WERE CUT DOWN IN A PROJECT FUNDED THROUGH A GRANT TO MAINTAIN THE CLEAR SPACE AROUND THE AIRPORT. THE PROGRAM WAS CONDUCTED BY THE FORESTRY COMPANY. THE CONTRACTOR OBTAINED RELEASES FROM EACH PROPERTY OWNER TO CUT DOWN THE SPECIFIC TREES IN THE OBSTRUCTED AREA. MR. EZELL ALLEGES THAT MS. SIMPSON WAS DECEIVED IN ALLOWING HER TREES TO BE CUT DOWN AND IS DUE COMPENSATION. THE COUNTY HAS NEVER COMPENSATED PROPERTY OWNERS FOR THIS PROJECT IN THE PAST.

Options: AGREE TO COMPENSATION/DENY REQUEST FOR
COMPENSATION

Attachments: CORRESPONDENCE
SIMPSON RELEASE

Dustin Hinkel

From: Melody Cox
Sent: Tuesday, June 03, 2014 9:32 AM
To: Dustin Hinkel
Subject: RE: (County Administrator Issues) Re: Task: Wendell Ezell (850-838-0300) 12/11 1503 RE: Glenda Simpson's Pecan trees removal and another matter

Again! Good Lord! It has been months now! Bonnie Sue Agner from the Forestry Company met with Miss Simpson and she said she (Miss Simpson) was good with everything and understood. Bonnie Sue actually had a hard time catching up with Miss Simpson as she has been out of the country for a period of time staying with her son in Spain. Apparently Wendell Ezell maintains Miss Simpson's yard and he told her the County should have paid her something. When I spoke with Miss Simpson she was fine and did tell me again Ezell told her the County should have paid her something. I ask her if she clearly understood the contract when she signed it and she said yes and that her and Bonnie Sue had attended church together and she was glad the Forestry Company was who was removing the trees. I ask her if she needed a copy of the contract and she said no. I thought everything was good on this.

Thanks Dustin!

Melody

From: Dustin Hinkel
Sent: Monday, June 02, 2014 8:25 PM
To: Melody Cox
Subject: Re: (County Administrator Issues) Re: Task: Wendell Ezell (850-838-0300) 12/11 1503 RE: Glenda Simpson's Pecan trees removal and another matter

Melody, this came up at the Board Meeting tonight. Could you please remind me the result of this conversation?

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

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

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

On Dec 12, 2013, at 12:27 PM, "Melody Cox" <melody.cox@taylorcountygov.com> wrote:

Thanks! I will let you know what Bonnie sue says about the issue when I talk to her Monday.

From: Dustin Hinkel

Sent: Thursday, December 12, 2013 12:25 PM

To: Melody Cox

Subject: FW: (County Administrator Issues) Re: Task: Wendell Ezell (850-838-0300) 12/11 1503 RE: Glenda Simpson's Pecan trees removal and another matter

FYI... notes from Jack's conversation with Wendell.

Thanks!

Dustin Hinkel, FAEM

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

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

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

dustin.hinkel@taylorcountygov.com

<http://www.taylorcountygov.com>

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

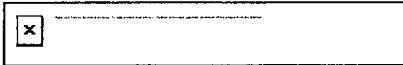
From: Jack Brown (TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS)
[mailto:application@teamworkpm.net]


Sent: Thursday, December 12, 2013 11:56 AM

To: Dustin Hinkel

Subject: (County Administrator Issues) Re: Task: Wendell Ezell (850-838-0300) 12/11 1503 RE: Glenda Simpson's Pecan trees removal and another matter

===== WRITE YOUR REPLY ABOVE THIS LINE =====



 Only visible to Danny Griner, Dustin Hinkel, Jack Brown, Jami Boothby + 2 more

Dec
12
11:56

Jack Brown commented on this task

Returned Wendell's call. Wendell " I take care of Glenda's Simpson's yard since her husband died, They cut them down. They gave me two options, they cut them down, and clean up the debris, they would have them cut down at a later date. They offered didn't offer her anything for it. I feel like here as a window woman, that she should have gotten some type of

re-numeration for the loss of her trees. She should have applied for unemployment and she didn't do that. I think woman didn't think through this clearly." I believe she was taken advantage.

Jack -

Task Details

Task: Wendell Ezell (850-838-0300) 12/11 1503 RE: Glenda Simpson's Pecan trees removal and another matter

Due Date: Not set

Priority: Not set

Assigned To: Jack B.

Assigned By: Dustin Hinkel

Task List: Phone Messages

Project Details

Project: County Administrator Issues

Company: Taylor County Board of County Commissioners

Copied To: Dustin Hinkel

YOU CAN POST A REPLY TO THIS MESSAGE BY REPLYING TO THIS EMAIL.

P.S. Just in case: You can retrieve your password by clicking here

Dustin Hinkel

From: Melody Cox
Sent: Thursday, July 03, 2014 4:07 PM
To: Dustin Hinkel; Jim Moody; Jody Devane; Malcolm Page; Pam Feagle; Pat Patterson
Cc: CONRAD BISHOP (lawbishop@gtcom.net); Margaret Dunn; 52281_61714.tl196619@tasks.teamwork.com; jcollins@avconinc.com
Subject: RE: Wendell Ezell and the Pecan Trees

Dustin,

No one has ever been compensated at least in the last 14 years. There have been at least six residential sites over the past few years in addition to the tracts owned by Buckeye (GP) and Mr. Carlton in Niceville. Mr. Paramore's house (which the house has now been sold) had trees removed on two occasions. A couple of Mr. Paramore's trees were actually part of a landscaping plan and we did not reimburse him a cent. I also want to point out the zoning for this area is very clear that the County can request for the trees to be removed at the owners expense. The County and/or an FDOT grant has always paid for the removal.

Ms. Simpson fully understood what she was signing. Bonnie Sue Agner met with her a couple of times and I spoke with her twice. Bonnie Sue met with each individual landowner at their home and each tree was marked. We had two survey's completed, with the second being done to individually mark each tree so that each landowner knew exactly what trees would be removed in advance. We also had AVCON prepare the bid documents which were an added expense so that we could ensure we had did everything possible to be in compliance with FAA and FDOT AND accommodate the landowners.

I can assure you we went above and beyond, particularly Ms. Agner to accommodate the landowners. And again, the individual trees were marked well in advance of the contract signing and any cutting. Of all the landowners we have worked with I have to say if anyone was to have been reimbursed it should have been the Paramours.

Thanks!

Melody

From: Dustin Hinkel
Sent: Thursday, July 03, 2014 2:17 PM
To: Jim Moody; Jody Devane; Malcolm Page; Pam Feagle; Pat Patterson
Cc: CONRAD BISHOP (lawbishop@gtcom.net); Melody Cox; Margaret Dunn; 52281_61714.tl196619@tasks.teamwork.com
Subject: Wendell Ezell and the Pecan Trees

Good Afternoon Commissioners,

I spoke with Mr. Ezell today about his concern over Ms. Simpson's pecan trees. I informed him that our staff and our contractor's staff were satisfied that she understood that there would be no compensation but also no cost to her for the removal of the Pecan trees that were obstructing the flight path at the airport. Mr. Ezell maintains that Ms. Simpson did not understand what she was signing and that the county owes her \$2,500 in compensation for the trees. Mr. Ezell reported that the contract was offered to her as she can sign it now and the Forestry company would cut down and remove the trees or not and the Forestry company would still cut down the trees but she would be responsible for removal and clean up. I told him that I would put this on the next available agenda for the July 22nd meeting to be addressed.

Melody, could you please answer the following questions for me:

1. Has the County compensated residents living along the airport for the value of their removed trees in the past? If so, what were the conditions of the compensation (i.e. grant funded, set rate, etc..)?
2. How many residents have received had their trees removed from the flight path and how many times over the years?

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

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

201 E Green Street
Perry, FL 32347
850-838-3500 ext 7 Office
850-838-3501 Fax
850-672-0830 Cell

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

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

From: Margaret Dunn
Sent: Thursday, June 26, 2014 3:16 PM
To: Dustin Hinkel
Subject: Wendell Ezell called again 850-838-0300

Dustin Hinkel

From: Don Curtis <drcurtisjr@hotmail.com>
Sent: Thursday, July 10, 2014 9:01 PM
To: Pam Feagle; Dustin Hinkel; Don Curtis Jr; TFCbs agner 2; Melody Cox; Bill Roberts; Ray Curtis4; Pat Patterson; MalcolmPage MalcolmPage; Malcolm Page; Jim Moody
Subject: RE: Ezell/Simpson Tree Issue

Pam/Dustin, I'm out of state on July 22, but can attend a meeting in August if the county wishes. It's y'all's call - if you think we need to be there just let me know a few days ahead.

I've never met this Mr. Ezell, and really don't understand why he's decided to make this his "cause."

My firm appreciates getting to help the county with this airport project. We feel it was performed well (given the feedback we received), and within budget. Just ask the other property owners - I think you'll find they were pleased with the work too.

We've now assisted 5 airports in FL on 7 different projects involving bringing tree heights into compliance with FAA (Federal Aviation Administration) safety requirements. We now have an 8th project "on the drawing board."

BTW, under public records law, I'm requesting copies of tapes/transcripts of whenever Mr. Ezell has come before you about this matter, as well as any if he comes before you in the future. Also, please include copies of any e-mails/letters/or other correspondence he has had with county on this topic. I'll pay for the reproduction cost of the tapes, etc. Thanks,

Don

Don Curtis, President - The Forestry Company

Lake Pleasant AgriTimber, Grace Lands, The "RC" Cattle Company

502 West Green Street, Perry, FL 32347

850-584-8887 office, 850-223-3494 fax, 850-843-1100 cell www.TheForestryCompany.com

Thought for the Day - ***"A cheerful heart is good medicine, but a crushed spirit dries up the bones."*** Proverbs 17:22

From: pfeagle@taylorcountygov.com
To: drcurtisjr@hotmail.com
Subject: FW: Ezell/Simpson Tree Issue
Date: Fri, 11 Jul 2014 00:05:09 +0000

FYI. From this point I think you may want to deal with Dustin Hinkle, our County Admin. I will send you his response to this though. Thanks, Pam

From: Pam Feagle
Sent: Thursday, July 10, 2014 8:06 PM
To: Dustin Hinkel
Subject: RE: Ezell/Simpson Tree Issue

Dustin,

I understand that but I'm not sure "time is of the essence" with this situation and I believe that Mr. Curtis should be given the opportunity to present his companies side, if necessary, at the same time Mr. Ezell makes his presentation. So, I request that this item be held until the first Aug BOCC meeting unless I can be shown a valid reason that "time is of the essence" with Mr. Ezell. Respectfully, Pam Feagle

From: Dustin Hinkel
Sent: Thursday, July 10, 2014 5:01 PM
To: Pam Feagle
Subject: RE: Ezell/Simpson Tree Issue

Mr. Ezell is very adamant to be in front of the Board as soon as possible. Had my call come sooner he would have requested to be in front of the board at an earlier meeting. Although he has his quarrel with our contractor his stance is that the county should be responsible for compensation.

Thanks!

Dustin Hinkel

County Administrator
Taylor County Board of County Commissioners

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

201 E Green Street
Perry, FL 32347
850-838-3500 ext 7 Office
850-838-3501 Fax
850-672-0830 Cell

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

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

From: Pam Feagle
Sent: Thursday, July 10, 2014 9:10 AM
To: Dustin Hinkel
Subject: Ezell/Simpson Tree Issue

Dustin,

Don Curtis asked me if we could postpone the Simpson tree issue until the Aug BOCC meeting because he will be out of town for the July 22 meeting and would like to be present to represent his company. Thanks, Pam

CONTRACT FOR TREE REMOVAL SERVICES

THIS AGREEMENT entered this 11th day of November, 2013, between The Forestry Company, 502 W. Green St., Perry, Fl. 32347, hereinafter referred to as Contractor, and Glenda E Simpson, 95 Houck Rd., Perry, FL 32348, hereinafter referred to as Landowner, wherein it is contracted, agreed and stipulated between the parties as follows:

1. The Landowner has trees that are in the flight pattern of Perry Foley Airport and is in agreement for Contractor to cut marked trees, grind stumps and remove cut trees and debris at no cost to Landowner (see attached map).
2. This contract expires January 31, 2014.
3. Landowner covenants that it is the owner of the land and has the authority to enter into this contract.

This Agreement shall be governed and construed in accordance with Florida Law. Exclusive venue with respect to any matter regarding this contract shall be in Taylor County, FL. Time is of essence.

AGREED TO: Glenda Simpson
LANDOWNER

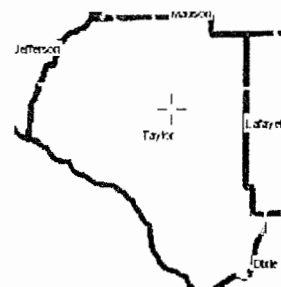
AGREED TO: Donnie Sullivan
THE FORESTRY COMPANY



Taylor County Property Appraiser

Parcel: 05937-000 Acres: 2.01

Name:	SIMPSON GLENDA E	Land Value	10,200
Site:	95 HOUCK RD	Building Value	57,449
Sale:	\$50,000 on 07-1987 Vacant=N Qual=	Misc Value	12,621
	95 HOUCK RD	Just Value	80,270
Mail:	PERRY, FL 32348	Assessed Value	53,627
		Exempt Value	25,500
		Taxable Value	28,127



The Taylor County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER TAYLOR COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 10/30/13 : 15:57:18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY):
10/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Harrell Insurance Agency P.O. Box M Jasper FL 32052		CONTACT NAME: HARRELL INSURANCE AGENCY PHONE (A/C, No, Ext): (386) 792-1252 FAX (A/C, No): (386) 792-3411 E-MAIL ADDRESS: harrellagency@hotmail.com	
INSURED THE FORESTRY COMPANY, INC 502 WEST GREEN STREET PERRY FL 32347		INSURER(S) AFFORDING COVERAGE INSURER A: TOKIO MARINE SPECIALTY INSURANCE INSURER B: INSURER C: INSURER D: INSURER E: TOKIO MARINE SPECIALTY INSURANCE INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		PGA006000	07/01/2013	07/01/2014	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
		MED EXP (Any one person) \$ 5,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
		GENERAL AGGREGATE \$ 2,000,000				
		PRODUCTS - COMP/OP AGG \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$
						AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	PGA006000	07/01/2013	07/01/2014	WC STATU-TORY LIMITS \$
						OTH-ER \$
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
E	FORESTERS E & O LIABILITY		PGA006000	07/01/2013	07/01/2014	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED, BUT ONLY WITH RESPECT TO ITS LIABILITY ARISING OUT OF THE ACTIVITIES OF THE NAMED INSURED.

CERTIFICATE HOLDER**CANCELLATION**GLENDA E SIMPSON
95 HOUCK RD

PERRY

FL 32348

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dustin Hinkel

From: Don Curtis <drcurtisjr@hotmail.com>
Sent: Tuesday, June 03, 2014 12:17 PM
To: Melody Cox; Jim Moody; Malcolm Page; Pat Patterson; Bill Roberts; Pam Feagle; Dustin Hinkel; Don Curtis Jr; TFCbs agner 2
Subject: FW: (County Administrator Issues) Re: Task: Wendell Ezell (850-838-0300) 12/11 1503
RE: Glenda Simpson's Pecan trees removal and another matter
Attachments: simpson agreement.pdf

Melody & Taylor County Commissioners:

I don't know who this Wendell Ezell is - but I'm weary of receiving e-mails about him and Ms. Simpson.

Before we cleared the trees encroaching on airport airspace, we had each landowner sign a simple contract (see attached contract signed by Ms. Simpson). This was satisfactory to all landowners, including Ms. Simpson.

My Office Manager explained to her (at the beginning) there was no money paid for trees removed - likewise, there was no charge to the landowners for removing trees. Ms. Simpson has acknowledged she won't receive money for the trees. But AFTER ALL WORK WAS COMPLETED, she advised my Office Manager that she would "try the county" to see if they might pay something. To my knowledge, none of the other landowners have "tried" something like this.

Mr. Ezell has not contacted our company to discuss this matter.

Regarding Mr. Ezell - I don't know him, but should he lift up our business affairs again, I will assume "tortuous interference with a business relationship" and take appropriate legal measures.

If you have any further questions, please call me. Don

Don Curtis
President - The Forestry Company Inc.,
Lake Pleasant AgriTimber, Grace Lands, & The "RC" Cattle Company LLC
502 West Green St., Perry, FL 32347
850-584-8887 Office, 850-223-3494 Fax, 850-843-1100 cell www.TheForestryCompany.com

Thought for the Day: ***"Be sure you know the condition of your flocks, give careful attention to your herds; for riches do not endure forever, and a crown is not secure for all generations."***
Proverbs 27: 23 & 24

From: bsagnertfc@outlook.com
To: drcurtisjr@hotmail.com
Subject: FW: (County Administrator Issues) Re: Task: Wendell Ezell (850-838-0300) 12/11 1503 RE: Glenda Simpson's Pecan trees removal and another matter
Date: Tue, 3 Jun 2014 11:25:58 -0400

Bonnie Sue Agner

The Forestry Company
850-584-8887
850-223-3494 fax

From: melody.cox@taylorcountygov.com
To: bsagner@hotmail.com
CC: bsagnertfc@outlook.com
Subject: RE: (County Administrator Issues) Re: Task: Wendell Ezell (850-838-0300) 12/11 1503 RE: Glenda Simpson's Pecan trees removal and another matter
Date: Tue, 3 Jun 2014 15:05:48 +0000

I am shocked by it all to tell you the truth. I guess it was a big "to do" last night and Dustin had to get up and go get a copy of the contract, etc. etc. I very rarely miss a board meeting and last night I had went home because I had a terrible headache and nose bleed. Of all nights not to be there! Again, I was shocked this morning to come in to having to respond to various emails in reference to this. It's been months!

From: Bonnie Sue Agner [mailto:bsagner@hotmail.com]
Sent: Tuesday, June 03, 2014 10:35 AM
To: Melody Cox
Cc: Don Curtis
Subject: RE: (County Administrator Issues) Re: Task: Wendell Ezell (850-838-0300) 12/11 1503 RE: Glenda Simpson's Pecan trees removal and another matter

Hi Melody,

I am afraid Mr. Wendell is going to embarrass Ms. Simpson if he doesn't stop. Her comment to me was I knew you had told me I wouldn't get anything out of my trees, I just wanted to see what the county would say. I explained to her again that we were handling this for the county. Again, I think Mr. Ezell is putting himself in the middle of something he shouldn't. I would be glad to talk with him if needs be.

P. S. my new email address for The Forestry Company is bsagnertfc@outlook.com.

Thanks,

Bonnie Sue Agner

Last Ranger Mile LLC

Barnyard Gym

Agner Timber Services

CCC Timber

John Welborn Ministries

850-295-3520

From: melody.cox@taylorcountygov.com

To: bsagner@hotmail.com

Subject: FW: (County Administrator Issues) Re: Task: Wendell Ezell (850-838-0300) 12/11 1503 RE: Glenda Simpson's Pecan trees removal and another matter

Date: Tue, 3 Jun 2014 13:40:16 +0000

One more thing, Ezell came to the board meeting last night complaining.

From: Dustin Hinkel

Sent: Monday, June 02, 2014 8:25 PM

To: Melody Cox

Subject: Re: (County Administrator Issues) Re: Task: Wendell Ezell (850-838-0300) 12/11 1503 RE: Glenda Simpson's Pecan trees removal and another matter

Melody, this came up at the Board Meeting tonight. Could you please remind me the result of this conversation?

Thanks!

Dustin Hinkel

County Administrator

Taylor County Board of County Commissioners

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

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

On Dec 12, 2013, at 12:27 PM, "Melody Cox" <melody.cox@taylorcountygov.com> wrote:

Thanks! I will let you know what Bonnie sue says about the issue when I talk to her Monday.

From: Dustin Hinkel

Sent: Thursday, December 12, 2013 12:25 PM

To: Melody Cox

Subject: FW: (County Administrator Issues) Re: Task: Wendell Ezell (850-838-0300) 12/11 1503 RE: Glenda Simpson's Pecan trees removal and another matter

FYI... notes from Jack's conversation with Wendell.

Thanks!

Dustin Hinkel, FAEM

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

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

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

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

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

From: Jack Brown (TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS)
[<mailto:application@teamworkpm.net>]

Sent: Thursday, December 12, 2013 11:56 AM

To: Dustin Hinkel

Subject: (County Administrator Issues) Re: Task: Wendell Ezell (850-838-0300) 12/11 1503 RE: Glenda Simpson's Pecan trees removal and another matter

===== WRITE YOUR REPLY ABOVE THIS LINE =====

☐ Only visible to Danny Griner, Dustin Hinkel, Jack Brown, Jami Boothby + 2 more

Dec
12
11:56

Jack Brown commented on this task

Returned Wendell's call. Wendell " I take care of Glenda's Simpson's yard since her husband died, They cut them down. They gave me two options, they cut them down, and clean up the debris, they would have them cut down at a later date. They offered didn't offer her anything for it. I feel like here as a window woman, that she should have gotten some type of re-numeration for the loss of her trees. She should have applied for unemployment and she didn't do that. I think that the woman didn't think through this clearly." I believe she was taken advantage.

Jack -

Task Details

Task: Wendell Ezell (850-838-0300) 12/11 1503 RE: Glenda Simpson's Pecan trees removal and another matter

Due Date: Not set

Priority: Not set

Assigned To: Jack B.

Assigned By: Dustin Hinkel

Task List: Phone Messages

Project Details

Project: County Administrator Issues

Company: Taylor County Board of County Commissioners

Copied To: Dustin Hinkel

YOU CAN POST A REPLY TO THIS MESSAGE BY REPLYING TO THIS EMAIL.

P.S. Just in case: You can retrieve your password by clicking here



Dana Southerland

SUPERVISOR OF ELECTIONS

Street Address: 108 N. Jefferson St., Suite 202 • Perry FL 32347

Mailing Address: P.O. Box 1060 • Perry FL 32348-1060

Phone: 850-838-3515 • Fax: 850-838-3516

taylor-elections@gtcom.net

15

July 25, 2014

Board of County Commissioners

Attn: Malcolm Page, Chairman

201 E Green St

Perry, Florida 32347

Re: Federal Election Activities Grant 2014-2015

Dear Board of County of Commissioners:

The 2014 Legislature appropriated Help America Vote Act (HAVA) funds specifically for federal election activities. Taylor County will be receiving \$3,163.53 from the State as long as the county agrees to match this funding with a 15% matching amount of \$474.53.

Due to the current budget issues the county is facing I am willing to absorb this matching amount in my budget and will not be requesting any additional funds from the Board in order to secure this grant. I do however; still need the Chairman of the Board of County Commissioners to execute the attached Certificate Regarding Matching Funds indicating Taylor County's willingness to provide a 15% match as required. Also, attached you will find a Certificate of Equipment for Casting and County Ballots that I would request be executed as well.

This is the second year that the Department of State has allowed counties to use HAVA money to purchase emerging technological equipment to enhance and facilitate the election process and once again I hope to be able to use the money allocated for 2014-2015 Federal Election Activities towards purchasing additional EViD (Electronic Voter Identification) units.

This office is in total election mode at the current time and we are excited about the prospects this grant money will have on reaching the voters of this county.

Sincerely,

Dana Southerland

Dana Southerland

Supervisor of Elections

Certificate Regarding Matching Funds

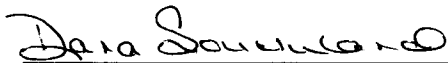
I, _____, Chairman of the Board of County Commissioners of Taylor County, Florida, do hereby certify that the Board of County Commissioners will provide matching funds for the Federal Election Activities grant in county FY 2014-2015 to the Supervisor of Elections in an amount equal to at least 15% of the amount to be received from the state, which for Taylor County is \$474.53. I understand that if the Board fails to appropriate the matching funds, all funds received from the state for this grant during the 2014-2015 state fiscal year will be required to be returned to the Department of State.

Chairman, Board of County Commissioners

Date


Certificate of Equipment for Casting and Counting Ballots

We, The Honorable Dana Southerland, Supervisor of Elections and _____,
Chairperson of Board of County Commissioners, of Taylor County, Florida, do hereby certify
that prior to the receipt and use of fiscal year 2014-2015 HAVA funds for the purchase of State-
approved or certified (whichever is applicable) emerging or enhancing software or hardware
technology as allowable per Attachment A-1, the county has purchased and made available
sufficient equipment for casting and counting ballots to meet the needs of the county electors
for the next regularly scheduled general election. If the Florida Department of State determines
that there is insufficient equipment for casting and counting ballots for the next regularly
scheduled general election as herein certified, we shall return the HAVA funds that were used
to purchase other emerging or enhancing software and hardware technology to the State.



Supervisor of Elections

Chairman, Board of County Commissioners


Date

Date



FLORIDA DEPARTMENT of STATE

RICK SCOTT
Governor

KEN DETZNER
Secretary of State

MEMORANDUM

To: Supervisors of Elections

From: Maria Matthews, Esq.
Director, Division of Elections

Date: July 11, 2014

Subject: FY 2014-15 Federal Election Activities Funds

The 2014 Legislature appropriated \$3,000,000 from the Help America Vote Act funds. These funds are allocated and will be distributed to the Supervisors of Elections based on a formula using the number of active registered voters in each county as of the 2012 General Election's book closing.

These funds can only be spent for one or more of the following federal election activity categories:

- Voter Education;
- Poll Worker Training;
- Standardizing Election Results Reporting;
- Other Federal Election Administration Activities, as approved by the Department of State.

Please read the following attached documents carefully as some have been revised to clarify allowable expenses. Before receiving the funds for FY 2014-2015, you must execute and return to the Division of Elections the documents italicized below:

- *Memorandum of Agreement, Receipt and Use of HAVA Funds for Federal Election Administration Activities (MOA #2014-2015-0001)*
- Attachment A, Compliance Requirements
- *Attachment A-1, Federal Election Activities Plan (Form DS-DE 126)*
- *Attachment A-2, Certificate Regarding Matching Funds (Form DS-DE 127)*
- *Attachment A-3, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, ED Form GCS-009*

Division of Elections

R.A. Gray Building, Suite 316 • 500 South Bronough Street • Tallahassee, Florida 32399
850.245.6200 • 850.245.6217 (Fax) election.dos.state.fl.us
Promoting Florida's History and Culture VivaFlorida.org



- *Attachment A-4, Certificate of Equipment for Casting and Counting Ballots (Form DS-DE 135)*
- Attachment B, FY 2014-15 Federal Election Activities Funds Spreadsheet.

In an effort to assist you with expenditures, we have also attached a spreadsheet, "HAVA Funds Remaining Balance as of June 30, 2013", that captures the HAVA balances as of June 30, 2013 and for all HAVA grants for each fiscal year since FY 2003-04. We do not yet have the balance reports through June 30, 2014. This spreadsheet includes the allowable expenses of HAVA funds by year. As you can see, some counties have balances for grant funds from many years ago.

Please use your older HAVA funds before spending the more current funds. For example, expenses for sample ballots is an expense allowed in all grants since FY 2003-04. Also if your plan has changed for how you want to use the funds, you can always amend your plan to reflect another activity, provided that activity is allowed during the specific grant year. The amended plan must be submitted and approved by the Division of Elections prior to expenditures. The benefit to you is multi-fold. If you use up your older grant funds (including interest accrued) sooner—you will have fewer reports to submit, fewer funds to track, fewer potential bank fees to pay for multiple accounts with or without activity, and less time before you can dispose of your records.

The Division of Elections will provide you a copy of the agreement upon full execution. If you have any questions, please do not hesitate to contact me or the HAVA team.

MM/jd

Enclosures

RECEIPT AND USE OF HAVA FUNDS FOR FEDERAL ELECTION ADMINISTRATION ACTIVITIES

This agreement is between the State of Florida, Department of State, Division of Elections ("Department"), R.A. Gray Building, 500 South Bronough Street, Tallahassee, FL 32399-0250 and The Honorable Dana Southerland, Supervisor of Elections ("Supervisor"), on behalf of Taylor County, Post Office Box 1060, Perry, Florida 32348-1060. This agreement is effective as of the date fully executed by the parties.

I. GOVERNING LAW

The Department is authorized pursuant to specific appropriation 3097 of the 2014-2015 General Appropriations Act (see section 6, chapter 2014-51, Laws of Florida), to disburse a total of \$3,000,000 from the Federal Grants Trust Fund (HAVA Account # 261011) to the county supervisors of elections for the fiscal year 2014-2015 ("FY 2014-2015 funds"). Therefore, funds are made available through section 251 of the Help America Vote Act of 2002 (HAVA) and the Catalog of Federal Domestic Assistance (CFDA) 90.401, Help America Vote Act Requirements Payments for improving the administration of federal elections.

II. INCORPORATED DOCUMENTS

This agreement incorporates by reference the following documents:

- **Attachment A:** Compliance Requirements
- **Attachment A-1:** Federal Election Activities Plan (Form DS-DE 126, rev. 6/4/2014).
- **Attachment A-2:** Certificate Regarding Matching Funds (Form DS-DE 127, rev. 6/4/2013).
- **Attachment A-3:** Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (ED federal form GCS-009, v. 6/88)
- **Attachment A-4:** Certificate of Equipment for Casting and Counting Ballots (Form DS-DE 145, rev. 07/10/2013)
- **Attachment B:** Federal Election Activities-Funds Allocation/County Matching Fund

III. SCOPE OF USE AND RESTRICTIONS

The FY 2014-2015 funds granted shall be used for federal election administration scope of work as more specifically set forth in **paragraph 1 of Attachment A** and detailed in **Attachment A-1**. In addition, the funds shall:

- Be used to support election activities related only to federal elections (that is, elections in which a federal candidate is on the ballot). If any of these funds are used for an election in which a federal candidate is not on the ballot, the cost must be pro-rated for the portion of the expenditure that is allocable to a federal election.
- Not be used to support state or federal lobbying activities but this does not affect the right, or that of any other organization to petition Congress, or any other level of Government, through the use of other resources.

- Not be distributed until the Supervisor first submits in accordance with **paragraph 3 of Attachment A**: 1) The Supervisor's plan for using the funds (**Attachment A-1**) any change, modification or deviation from the activities or expenses initially provided in the plan for use of the funds must be reviewed and approved by the Department prior to expenditure; 2) The governing body's certification that it will provide matching funds equal to 15% of the HAVA funds received (**Attachment A-2**); 3) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions form (**Attachment A-3**); and 4) if applicable, Certificate of Equipment for Casting and Counting Ballots (**Attachment A-4**).
- Be placed in a separate interest bearing account in a qualified public depository as set out in section 280.03, Florida Statutes, and in accordance with accounting requirements as set forth in **paragraphs 4 and 5 of Attachment A**.
- Be reported timely and accounted for in accordance with this agreement and specifically **paragraphs 6 and 7 of Attachment A**, including any request for supplemental clarification or documentation.

IV. DISBURSEMENT

Subject to Section III, the Department shall distribute to each eligible county supervisor of elections upon request an amount equal to the funding level per voter multiplied by the number of active registered voters in the county for the 2012 General Election. The Supervisor shall receive a sum certain as outlined in **Attachment B**.

IV. MONITORING, AUDITS, AND REPORTS

The administration and use of funds are subject to monitoring, audits, and reports as follows:

A. Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133 (as revised), the Department may provide additional monitoring including on-site visits, and/or other procedures permitted under federal and state law. The Supervisor shall comply and cooperate with any monitoring procedures/processes the Department deems appropriate.

The Department shall closely monitor the Supervisors' annual expenditure reports required by **paragraph 6 of Attachment A** to ensure that the Supervisors expend HAVA funds in accordance with approved plans and will require reimbursement for all expenditures not approved or otherwise authorized. Also, the Department shall ensure that Supervisors report the expenditures made with HAVA funds separately from expenditures made with county funds.

B. Audits

1. Federal audit/OMB Circular A-133 (as revised)

If the Supervisor expends \$500,000 (\$300,000 for fiscal years ending before December 31, 2003) or more in federal awards in its fiscal year, a single or program-specific audit must be conducted in accordance with the provisions of OMB Circular A-133 (as revised). This may be satisfied by an

audit of the Supervisor of Elections conducted by the Auditor General in accordance with OMB Circular A-133 (as revised). In determining the federal awards expended in its fiscal year, the Supervisor shall consider all sources of federal awards. **Attachment A** indicates federal resources are being awarded under this Agreement. The determination of amounts of federal awards expended shall be in accordance with the guidelines established by OMB Circular A-133 (as revised). In connection with an audit herein, the Supervisor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133 (as revised).

If the Supervisor expends less than \$500,000 (*\$300,000 for fiscal years ending before December 31, 2003*) in federal awards in its fiscal year, an audit pursuant to OMB Circular A-133 (as revised), is optional. If the Supervisor elects to have an audit conducted in accordance with the provisions of OMB Circular A-133 (as revised), the cost of the audit must be paid from non-federal resources (i.e., from sources other than federal entities).

2. Other audits

The Department may conduct a limited scope audit of federal funds as defined by OMB Circular A-133 (as revised) or other financial analysis or review of federal funds as permitted by federal law. In the event the Department determines that such audit analysis, or review is appropriate, the Supervisor agrees to comply with any additional instructions provided by Department staff to the Supervisor regarding such process. If the Department determines that federal funds received under this Agreement were used for any unauthorized purpose or that the Supervisor did not comply with this agreement or state or federal requirements for receipt, expenditure, or accounting, the Supervisor must return or repay these federal funds in an amount sufficient to ensure or obtain compliance, including expenses for any corrective or remedial action. Additionally, the Department may withhold funds, otherwise due, in an amount sufficient to cover any costs associated with the limited scope audit or financial analysis or review to determine or ensure compliance.

The Supervisor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits of federal funds deemed necessary by the Department of State, Chief Financial Officer (CFO) or Auditor General.

For additional guidance to state and federal monitoring and auditing requirements, refer to: <http://election.dos.state.fl.us/hava/index.shtml> and <http://www.eac.gov>.

C. Reports

Copies of financial reporting packages as described in section .320(c), OMB A-133 (as revised) for audits conducted by or on behalf of the Supervisor pursuant to Section IV.B.1 of this agreement, shall be submitted as required by sections .320(d) of such circular to:

Department of State
Division of Elections
R.A. Gray Building, Ste 316
500 S. Bronough Street
Tallahassee, FL 32399-0250

Department of State
Office of Inspector General
R.A. Gray Bldg., Rm 406
500 S. Bronough Street
Tallahassee, FL 32399-0250

Auditor General's Office
Room 401, Pepper Bldg
111 West Madison St.
Tallahassee, FL
32399-1450

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th St.
Jeffersonville, IN 47132

Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133 (as revised).

Any reports, management letter, or other required information shall be submitted timely in accordance with OMB Circular A-133 (as revised), the Florida Single Audit Act, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable. When submitting financial reporting packages to the Department for audits conducted in accordance with the aforementioned circular or Rules of the Auditor General, the Supervisor shall include within the information the date the Supervisor received the reporting package.

V. RECORD RETENTION

The Supervisor shall keep and maintain accurate and detailed records (e.g., invoices, receipts, and other documentation) sufficient to identify how and whether expenditures were used for authorized purposes, to support financial reporting, and to conduct audits as may be required or requested. In accordance with the guidelines of the Department of Financial Services and the Office of the Auditor General, these records must be retained for five fiscal years after the last report that all funds have been fully expended or funds are returned by the county, or three years after the date an audit report is issued, whichever is earlier. The Supervisor shall allow the Department or its designee, CFO, or Auditor General access to such records, including the audit working papers upon request. **Failure to provide adequate documentation shall result in a request to return the funds to the Department.**

VI. ENTIRETY OF THE AGREEMENT

All terms and conditions of this agreement are fully set forth in this document and attachments incorporated by reference and shall be governed by the laws of the State of Florida regardless of any conflict of laws provisions. In any proceeding or action brought under this section, the parties agree that the prevailing party will be entitled to its reasonable attorney's fees from the other party. The parties agree that proper venue will be in Leon County, Florida.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

County Supervisor of Elections:

FL Department of State/Division of Elections

By: _____

By: _____

(print name/title)

(print name/title)

County FEID Number: _____

Witness: _____

Witness: _____

Date: _____

Date: _____

Please complete, sign & return this Agreement and the required certifications to:

Joyce Durbin, HAVA Funds Coordinator, Florida Department of State, Division of Elections,
R.A. Gray Building, Room 316, 500 South Bronough Street, Tallahassee, Florida 32399-0250

ATTACHMENT A to MOA # 2014-2015-0001-TAY

Federal Program: Federal Help America Vote Act—Catalog of Federal Domestic Assistance (CFDA) § 90.401 Help America Vote Act Requirements Payments

Compliance requirements applicable to the federal resources awarded under this agreement are as follows:

1. **Scope of Work.** The Supervisor shall only use the FY 2014-2015 Funds (amount specified in **Attachment B**) for one or more of the following federal election administration scope of work in the following categories (the Federal Election Activity Plan, **Attachment A-1**, contains more specific examples).

- *Voter Education*
- *Poll Worker Training*
- *Standardizing Election Results Reporting*
- *Other Federal Election Administration Activities, as approved by the Department of State.*

2. **Minimum Performance Standards.** The Supervisor will submit an annual report (DS-DE 128, Revised 11-15-13) on December 31 of every year until the funds are expended to show the deliverables have been achieved. The Supervisor must attach to the report billing or itemized receipts in support of the expenditures for the services or products used to provide voter education concerning voting procedures voting rights or voting technology, and/or poll worker training payroll registers, as well as MOVE Act Implementation and Maintenance and Software and Hardware Technology as described in **Attachment A-1**.

3. **Submissions.** Prior to receipt of FY 2014-2015 funds under this Agreement, the Supervisor must additionally submit to the Department:

- *A Federal Election Activities Plan (DS-DE 126, Revised 6/4/2014) that contains a detailed description of the programs that will be implemented. Boxes should be marked for federal election administration activities that will be used as well as for all sources of funding that apply, i.e. include the source of funds (federal, county matching funds, interest earned and other county funds (local) being used for each federal election activity set forth in the plan. This form is attached hereto as **Attachment A-1**. Please provide SAMPLES of all voter education printed documents and transcripts of audio and video recordings or clips.*
- *A written certification from the county governing body (e.g. Board of County Commissioners) (DS-DE 127, Revised 6/4/2013) that matching funds will be provided in an amount equal to fifteen percent (15%) of the amount to be received from the state.*

This form is attached hereto as **Attachment A-2**. If the county governing body fails to appropriate the matching funds, the Supervisor must return or repay to the State the portion of the funds for which the matching funds applied.

- A completed ED Form GCAS-009 (6/88), entitled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions”, and attached hereto as **Attachment A-3**. [Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, prohibits the disbursement of federal funds to the intended recipient of such funds or to any sub-recipient thereunder unless such recipient and each sub-recipient, if any, certify that they are not excluded or disqualified from receiving federal funds by any federal department or agency.]
- A completed “Certificate of Equipment for Casting and Counting Ballots” (DS-DE 135, Effective 7/10/13), attached hereto as **Attachment A-4**. This is required if the request, in part or in full, is to use HAVA funds for the purpose of purchasing emerging or enhancing software and hardware technology.

4. Interest bearing account/public depository. The Supervisor must establish and maintain the FY 2014-2015 funds in an interest bearing account in a “qualified public depository” as required by section 280.03, Florida Statutes. The Supervisor must segregate federal funds and required county matching dollars in a separate account established to hold only such funds **or** in an account in which funds may be tracked by different account codes. For example, do not comingle HAVA funds for voting systems assistance with funds for voter education.

Funds in this account must be used only for the activities for which the funds were received. Funds shall remain in the account to be used for the same purposes for subsequent years or until such funds are expended.

Please note that separate public depository requirements apply under chapter 280, Florida Statutes, but are outside the scope of enforcement of this agreement. You will be required to execute and retain in your records a “Public Deposit Identification and Acknowledgment Form” (DFS-JI-11295) and to submit a Public Depositor Annual Report (DFS-J1-1009) to the Public Deposits Program, Florida Department of Financial Services. Refer to <http://www.myfloridacfo.com/Division/AA/Forms/default.htm> for forms; and for more information, contact the program administrator at: 850-413-3360.

- 5. Accounting.** The Supervisor shall maintain separate accounting records for each of the funding sources identified under its plan submitted pursuant to paragraph 4.
- 6. Financial reports.** The Supervisor shall submit the following written financial reports to the Department:
- An expenditure report is due every year in which HAVA funds remain and/or are expended. If expenses are made at any time from the date of initial receipt of the FY2014-15 Federal

Election Activities grant funds through September 30 of the year received, the first report is due on December 31 of that year. Thereafter, an expenditure report is only due on December 31 of every year in which expenditures were made or funds remain to cover the preceding October 1st through September 30th period until all funds are fully expended.

- The report shall be filed using Form DS-DE 128 (rev. 11-15-13) provided by the Department. The report must include documentation (such as appropriation statement, committee meeting minutes approving appropriation, or account statement) that the county governing body appropriated matching funds as certified under paragraph 3. Failure to appropriate the county matching funds or reversion of those funds back to the county for any reason must be reported to the Department.

Each financial report shall include the billing or itemized receipts in support of the expenditures for the services or products used. The voter education publications must provide voter education concerning voting procedures, voting rights or voting technology. If deemed necessary after review of a financial report, you may be asked and will be required to provide any requested supplemental documentation. For products, that may include a copy of or the actual product or publication and an indication of how many individual items were produced or printed, or for services, that may include a copy of or the actual newspaper article, audio recording, or video clip and/or template or transcript thereof, and an indication of how many times it was published, aired, or accessed, or a copy of the graphics template and content layout for a special created webpage.

- Annual remaining balance report

Supervisors of Elections shall report to the Department of State any unspent funds remaining on June 30 of each fiscal year. The report form (DS-DE 129, Revised 7/5/11) will be provided by the Department. This report is due on or before July 31 of every year until such funds are fully expended.

7. Copies. Copies of any reports or other submissions required by paragraphs 2 and 6 of this Attachment shall be submitted by or on behalf of the Supervisor directly to: Department of State, Division of Elections, R.A. Gray Building, 500 S. Bronough Street, Tallahassee, Florida 32399-0250.

State Resources Awarded to the Supervisor

Under this Agreement Consist of the Following: N/A

Matching Resources for Federal Programs: N/A

Subject to section 215.97, Florida Statutes

(Florida Single Audit Act): N/A

Compliance requirements applicable to state resources

awarded pursuant to this Agreement are as follows: N/A

Funds will be held in an interest bearing account in a "qualified public depository" as required by sec. 280.03, F.S., until disbursed or expended.

Please provide SAMPLES of all voter education printed documents & transcripts of audio and video recordings or clips.

Federal Election Activities Plan
COUNTY NAME Taylor
State Fiscal Year 2014-2015

Activities and Descriptions	NOTE: Put an X in ALL sources of funding boxes that apply. FY 14-15 FEDERAL ELECTION ACTIVITIES FUNDS				PRIOR YEAR FEDERAL ELECTION ACTIVITIES ROLL OVER FUNDS			PRIOR YEAR VOTER EDUCATION ROLL OVER FUNDS			PRIOR YEAR POLL WORKER TRAINING ROLL OVER FUNDS		
	Federal HAVA Funds	County Matching Funds	Other County Funds	Interest	Federal HAVA Funds	County Matching Funds	Interest	Federal HAVA Funds	County Matching Funds	Interest	Federal HAVA Funds	County Matching Funds	Interest
Mailing or Publishing Sample Ballots: Printing and mailing or publishing sample ballots which must include additional information on voting procedures, voting rights or voting technology. Examples follow:	X	X	X	X									
* Election day voting procedures	X	X	X	X									
* Voting locations & hours of operation	X	X	X	X									
* Absentee voting deadline	X	X	X	X									
* Early voting information	X	X	X	X									
* Postage for mailing sample ballots	X	X	X	X									
Voter Information Cards: Printing voter information cards which must include additional voter education information on voting procedures, voting rights or voting technology. Examples follow:													
* Information on how to update voter registration information													
* Information on what to bring to the polls including a list of acceptable ID's													
* Absentee ballot information													
* Early voting information													

Funds will be held in an interest bearing account in a "qualified public depository" as required by sec. 280.03, F.S., until disbursed or expended.

Please provide SAMPLES of all voter education printed documents & transcripts of audio and video recordings or clips.

Federal Election Activities Plan
COUNTY NAME Taylor
State Fiscal Year 2014-2015

NOTE: Put an X in all boxes of topics that apply to each activity.	NOTE: Put an X in ALL sources of funding boxes that apply.				PRIOR YEAR FEDERAL ELECTION ACTIVITIES ROLL OVER FUNDS			PRIOR YEAR VOTER EDUCATION ROLL OVER FUNDS			PRIOR YEAR POLL WORKER TRAINING ROLL OVER FUNDS		
	FY 14-15 FEDERAL ELECTION ACTIVITIES FUNDS				Federal HAVA Funds	County Matching Funds	Interest	Federal HAVA Funds	County Matching Funds	Interest	Federal HAVA Funds	County Matching Funds	Interest
Advertising or Publications: Examples are Print, Radio or Television Advertising; Banners, Billboards & Public Transportation Ads. Advertisements must include voter education information on voting procedures, voting rights or voting technology. Examples follow:	X	X	X	X									
* Voter registration information	X	X	X	X									
* Acceptable forms of ID needed at the polling place	X	X	X	X									
* Absentee ballot information	X	X	X	X									
* Voter's Rights and Responsibilities	X	X	X	X									
* Election day voting procedures	X	X	X	X									
* Precinct locations	X	X	X	X									
* Early voting information	X	X	X	X									
Voting System Demonstrations: List below what funds will be spent on:													
* Mock ballots													
*													
Voter Guides: Printing voter guides which must include voter education information concerning voting procedures, voting rights or voting technology, but shall not contain elected officials' contact information other than the supervisor's contact information. Examples follow:													

Funds will be held in an interest bearing account in a "qualified public depository" as required by sec. 280.03, F.S., until disbursed or expended.

Please provide SAMPLES of all voter education printed documents & transcripts of audio and video recordings or clips.

Federal Election Activities Plan
COUNTY NAME Taylor
State Fiscal Year 2014-2015

NOTE: Put an X in all boxes of topics that apply to each activity.	NOTE: Put an X in ALL sources of funding boxes that apply.				PRIOR YEAR FEDERAL ELECTION ACTIVITIES ROLL OVER FUNDS			PRIOR YEAR VOTER EDUCATION ROLL OVER FUNDS			PRIOR YEAR POLL WORKER TRAINING ROLL OVER FUNDS		
	FY 14-15 FEDERAL ELECTION ACTIVITIES FUNDS				Federal HAVA Funds	County Matching Funds	Interest	Federal HAVA Funds	County Matching Funds	Interest	Federal HAVA Funds	County Matching Funds	Interest
Activities and Descriptions	Federal HAVA Funds	County Matching Funds	Other County Funds	Interest	Federal HAVA Funds	County Matching Funds	Interest	Federal HAVA Funds	County Matching Funds	Interest	Federal HAVA Funds	County Matching Funds	Interest
* Information for Federal Elections only													
* How to register to vote													
* Where to obtain voter registration applications													
* How to register by mail													
* How to update voter registration information													
* Dates for upcoming elections													
* Registration deadlines for the next primary and general election													
* How to obtain, vote and return an absentee ballot													
* Polling place information including the hours that polls are open													
* What to bring to the polls including a list of acceptable ID's													
* What to expect at the polls													
* Instructions on the county's voting system													
Training Salaries: Pay poll worker salaries for training	X	X	X	X									
Training Materials: Print training materials. Examples follow:	X	X	X	X									
* Poll Worker Manuals	X	X	X	X									
* Duties of the poll worker	X	X	X	X									
* Procedures to follow on election day	X	X	X	X									

Federal Election Activities Plan
COUNTY NAME Taylor
State Fiscal Year 2014-2015

[illegible]

Funds will be held in an interest bearing account in a "qualified public depository" as required by sec. 280.03, F.S., until disbursed or expended.

Please provide SAMPLES of all voter education printed documents & transcripts of audio and video recordings or clips.

Federal Election Activities Plan
COUNTY NAME Taylor
State Fiscal Year 2014-2015

Activities and Descriptions	NOTE: Put an X in ALL sources of funding boxes that apply.				PRIOR YEAR FEDERAL ELECTION ACTIVITIES ROLL OVER FUNDS			PRIOR YEAR VOTER EDUCATION ROLL OVER FUNDS			PRIOR YEAR POLL WORKER TRAINING ROLL OVER FUNDS		
	FY 14-15 FEDERAL ELECTION ACTIVITIES FUNDS				Federal HAVA Funds	County Matching Funds	Interest	Federal HAVA Funds	County Matching Funds	Interest	Federal HAVA Funds	County Matching Funds	Interest
Software or Hardware Technology: Purchasing any software or hardware technology, including but not limited to any emerging technology, that enhances or facilitates the delivery of UOCAVA absentee ballots, the casting and counting of valid votes, voting system audits or recount processes, and the certification of accurate and complete official election results.	X	X	X	X									

Funds will be held in an interest bearing account in a "qualified public depository" as required by sec. 280.03, F.S., until disbursed or expended.

Please provide SAMPLES of all voter education printed documents & transcripts of audio and video recordings or clips.

Federal Election Activities Plan
COUNTY NAME _____
State Fiscal Year 2014-2015

NOTE: Put an X in all boxes of topics that apply to each activity.	NOTE: Put an X in ALL sources of funding boxes that apply.				PRIOR YEAR FEDERAL ELECTION ACTIVITIES ROLL OVER FUNDS			PRIOR YEAR VOTER EDUCATION ROLL OVER FUNDS			PRIOR YEAR POLL WORKER TRAINING ROLL OVER FUNDS		
	FY 14-15 FEDERAL ELECTION ACTIVITIES FUNDS												
Activities and Descriptions	Federal HAVA Funds	County Matching Funds	Other County Funds	Interest	Federal HAVA Funds	County Matching Funds	Interest	Federal HAVA Funds	County Matching Funds	Interest	Federal HAVA Funds	County Matching Funds	Interest
Prerequisites for Software or Hardware Technology: Before a County Supervisor of Elections receives funds for any software or hardware technology: (1) The software or technology or any pilot program that uses such technology must first be certified or approved, whichever is applicable, by the Dept. of State. (2) Before funds for emerging or enhancing technology can be received, County Supervisor of Elections and Chairperson of county governing body must certify that the county has purchased and made available sufficient equipment for casting and counting ballots to meet the needs of county electors including reducing the wait time at the polls during the early voting period and on Election day for the next regular scheduled General Election. A completed "Certificate of Equipment for Casting and Counting Ballots" (DS-DE 135, Effective 7/10/13), Attachment A-4, must be provided . Please indicate below which items are part of													
* delivery of UOCAVA absentee ballots													
* the casting & counting of valid votes													
* voting system audits or recount processes													
* the certification of accurate and complete official election results.													

DEPARTMENT OF STATE
DIVISION OF ELECTIONS
FEDERAL ELECTION ACTIVITIES
FY 2014-2015

County	2012 General Election Registered Voters	Federal Election Activities Funding Per County	County Matching Funds 15%
Okeechobee	19,185	\$ 4,822.60	\$ 723.39
Orange	690,645	\$ 173,609.65	\$ 26,041.45
Osceola	163,384	\$ 41,070.36	\$ 6,160.55
Palm Beach	870,186	\$ 218,741.45	\$ 32,811.22
Pasco	310,322	\$ 78,006.64	\$ 11,701.00
Pinellas	626,348	\$ 157,447.11	\$ 23,617.07
Polk	351,119	\$ 88,261.91	\$ 13,239.29
Putnam	43,581	\$ 10,955.10	\$ 1,643.26
St. Johns	152,849	\$ 38,422.14	\$ 5,763.32
St. Lucie	175,554	\$ 44,129.57	\$ 6,619.44
Santa Rosa	116,941	\$ 29,395.83	\$ 4,409.38
Sarasota	277,672	\$ 69,799.30	\$ 10,469.90
Seminole	277,376	\$ 69,724.90	\$ 10,458.73
Sumter	73,946	\$ 18,588.04	\$ 2,788.21
Suwannee	25,043	\$ 6,295.14	\$ 944.27
Union	7,313	\$ 1,838.29	\$ 275.74
Volusia	332,556	\$ 83,595.67	\$ 12,539.35
Wakulla	18,501	\$ 4,650.66	\$ 697.60
Walton	38,368	\$ 9,644.69	\$ 1,446.70
Washington	14,668	\$ 3,687.14	\$ 553.07
TOTAL	11,934,446	\$ 3,000,000.00	\$ 450,000.00

FY 2014-2015 APPROPRIATION - FEDERAL ELECTION ACTIVITIES **\$3,000,000**

2012 General Election-Total Number of registered voters in the state **11,934,446**

FUNDING LEVEL PER INDIVIDUAL VOTER **\$0.2514**

(Based on FY 2014-2015 appropriation for Federal Election Activities
divided by the total number of registered voters in the state
for the 2012 General Election.)

DEPARTMENT OF STATE
DIVISION OF ELECTIONS
FEDERAL ELECTION ACTIVITIES
FY 2014-2015

County	2012 General Election Registered Voters	Federal Election Activities Funding Per County	County Matching Funds 15%
Alachua	164,912	\$ 41,454.46	\$ 6,218.17
Baker	14,006	\$ 3,520.73	\$ 528.11
Bay	112,915	\$ 28,383.81	\$ 4,257.57
Bradford	15,491	\$ 3,894.02	\$ 584.10
Brevard	380,469	\$ 95,639.71	\$ 14,345.96
Broward	1,140,454	\$ 286,679.58	\$ 43,001.94
Calhoun	8,278	\$ 2,080.87	\$ 312.13
Charlotte	115,050	\$ 28,920.49	\$ 4,338.07
Citrus	98,639	\$ 24,795.20	\$ 3,719.28
Clay	132,585	\$ 33,328.32	\$ 4,999.25
Collier	180,560	\$ 45,387.95	\$ 6,808.19
Columbia	35,539	\$ 8,933.55	\$ 1,340.03
DeSoto	16,376	\$ 4,116.49	\$ 617.47
Dixie	10,229	\$ 2,571.30	\$ 385.69
Duval	557,282	\$ 140,085.77	\$ 21,012.86
Escambia	198,275	\$ 49,841.02	\$ 7,476.15
Flagler	69,597	\$ 17,494.82	\$ 2,624.22
Franklin	7,174	\$ 1,803.35	\$ 270.50
Gadsden	29,625	\$ 7,446.93	\$ 1,117.04
Gilchrist	11,121	\$ 2,795.52	\$ 419.33
Glades	6,668	\$ 1,676.16	\$ 251.42
Gulf	9,030	\$ 2,269.90	\$ 340.49
Hamilton	7,963	\$ 2,001.68	\$ 300.25
Hardee	12,312	\$ 3,094.91	\$ 464.24
Hendry	17,264	\$ 4,339.71	\$ 650.96
Hernando	123,346	\$ 31,005.88	\$ 4,650.88
Highlands	62,076	\$ 15,604.24	\$ 2,340.64
Hillsborough	747,587	\$ 187,923.34	\$ 28,188.50
Holmes	11,560	\$ 2,905.87	\$ 435.88
Indian River	93,569	\$ 23,520.74	\$ 3,528.11
Jackson	29,003	\$ 7,290.58	\$ 1,093.59
Jefferson	9,517	\$ 2,392.32	\$ 358.85
Lafayette	4,568	\$ 1,148.27	\$ 172.24
Lake	201,652	\$ 50,689.91	\$ 7,603.49
Lee	388,947	\$ 97,770.86	\$ 14,665.63
Leon	190,574	\$ 47,905.20	\$ 7,185.78
Levy	25,053	\$ 6,297.65	\$ 944.65
Liberty	4,410	\$ 1,108.56	\$ 166.28
Madison	12,001	\$ 3,016.73	\$ 452.51
Manatee	209,468	\$ 52,654.64	\$ 7,898.20
Marion	223,478	\$ 56,176.38	\$ 8,426.46
Martin	101,835	\$ 25,598.59	\$ 3,839.79
Miami-Dade	1,313,850	\$ 330,266.69	\$ 49,540.00
Monroe	51,524	\$ 12,951.75	\$ 1,942.76
Nassau	51,607	\$ 12,972.62	\$ 1,945.89
Okaloosa	128,865	\$ 32,393.21	\$ 4,858.98

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

Dana Southerland, Supervisor of Elections
Name and Title of Authorized Representative

Dana Southerland
Signature

7/25/2014
Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

16

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve the 2014 Perry-Foley Airport Security Plan.

MEETING DATE REQUESTED:

August 4, 2014

Statement of Issue: Requesting Board to review and approve the 2014 Perry-Foley Airport Security Plan.

Recommended Action: Approve Security Plan.

Fiscal Impact: The County is required to update the Airport Security Plan and obtain approval from FDOT Aviation Division and the Federal Aviation Administration (FAA) at least once every two years to maintain the airport license and to be eligible for grant funding.

Budgeted Expense: Not applicable

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The County is required by FDOT Aviation Division and FAA to update the Airport Security Plan at least once every two years.

Attachments: 2014 Perry-Foley Airport Security Plan (The Security Plan attachments are not included as they did not need approval and consist of more than 100 pages)

THIS IS EXEMPT FROM PUBLIC RECORDS REQUEST PER 331.22 Florida Statutes and 119.071 (3) F.S.

**DO NOT SCAN OR DISTRIBUTE. THIS IS RESTRICTED INFORMATION
NOT FOR PUBLIC DISSEMINATION..**

TAYLOR COUNTY BOARD OF COMMISSIONERS

County Commission Agenda Item

SUBJECT/TITLE:

Board to review and approve By Laws for 2014-2015 for the Local Coordinating Board for the Transportation Disadvantaged .



MEETING DATE REQUESTED:

August 4, 2014

Statement of Issue: Board to review and approve the By Laws for 2014-2015 for the Local Coordinating Board (LCB) for the Transportation Disadvantaged.

Recommended Action: Approve LCB By Laws for 2014-2015.

Budgeted Expense: Not Applicable.

Submitted By: Melody Cox

Contact: Melody Cox

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

History, Facts & Issues: The terms of the Transportation Disadvantaged Planning Grant require the Local Coordinating Board for the Transportation Disadvantaged to maintain By Laws and update them on a annual basis. The agencies and groups represented on the LCB are a requirement of the Florida Commission for the Transportation Disadvantaged.

Attachments: 2014-2015 By Laws for the LCB.

**TAYLOR COUNTY TRANSPORTATION DISADVANTAGED
LOCAL COORDINATING BOARD
BY-LAWS 2014 – 2015**

OUR MISSION: To insure the availability of efficient, cost-effective, and quality transportation services for transportation disadvantaged persons in a respectful, and courteous manner.

Section 1: Preamble

The following sets forth the bylaws which shall serve to guide the proper functioning of the Taylor County Transportation Disadvantaged Local Coordinating Board. The intent is to provide procedures and policies for fulfilling the requirements of Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code (FAC), and subsequent laws setting forth requirements for the coordination of transportation services to the transportation disadvantaged.

Section II: Name and Purpose of Board

- A. Name.** The name of the Coordinating Board shall be the **Taylor County Transportation Disadvantaged Local Coordinating Board (LCB)**, hereinafter referred to as the Board.
- B. Purpose.** The purpose of the Board is to identify local service needs, assist in planning local needs, and provide information, advice and direction to the Community Transportation Coordinator (CTC) on the provision of services to the transportation disadvantaged.

Section III: Membership, Appointment, Term of Office, and Termination of Membership

- A. Voting Members.** In accordance with Chapter 427.0157, Florida Statutes, all members of the Board shall be appointed by and/or approval by the Taylor County Board of Commissioners.

The following agencies or groups shall be represented on the Board as voting members

1. A County Commissioner or other elected official from service area.
2. A local representative from the Florida Department of Transportation.
3. A local representative from the Florida Department of Children and Family Services.
4. A person over sixty (60) years of age representing the elderly in the county.
5. A person recommended by the local Veterans Service Officer representing the Veteran's in the County.

6. A local representative for children at risk.
7. A local representative from the Florida Department of Elder Affairs.
8. A representative of the Florida Agency for Health Care Administration.
9. A representative of the Regional Workforce Development Board (Career Source of North Florida.)
10. A representative of the local medical community (local health department, hospitals, assisted living facilities, etc.)
11. A person with a disability representing the disabled of the county.
12. A representative of the public education community which could include but not be limited to, a representative of the local School Board, Headstart, or school transportation services.
13. A local representative of the Florida Division of Vocational Rehabilitation or the Division of Blind Services representing the Department of Education
14. A person representing the economically disadvantaged in the county.
15. In areas where they exist, a designee of the local Mass Transit or Public Transit System except in cases where they are also the Community Transportation Coordinator. (This is not applicable in Taylor County.)
16. Two citizen advocate representatives in the County, one of whom must be a person who uses the transportation services of the system as their primary means of transportation.
17. An experienced representative of the local private for profit transportation industry. If such a representative is not available, a private non-profit representative will be appointed except if representative is also the Community Transportation Coordinator.

- B. Alternate Members.** The designated agencies shall name one (1) alternate who may vote only in the absence of that member on a one-vote-per-member basis.
- C. Non-voting Members.** Additional non-voting members may be appointed by the Board of County Commissioners. If an existing transportation board or committee exists, the Board of County Commissioners shall review its membership and consider appointing some of its members as non-voting members to the Board if so appropriate. At this time there are no additional transportation boards or committees in Taylor County.
- D. Terms of Appointment.** Except for the Chairperson and agency representative, the members of the board shall be appointed for three (3) year terms.
- E. Termination of Membership.** Any member of the Board may resign at any time by notice in writing to the LCB Chairman. If the member is from an Agency required by the Florida Commission for the Transportation Disadvantaged, the Agency shall be responsible for appointing a new member and their alternate. The Planning Grant Coordinator shall be notified by the Agency as to the new appointment(s). Attendance is required at scheduled meetings, except for reasons of an unavoidable nature. In each instance of an unavoidable absence, the member

should ensure their alternate will attend. The Board of County Commissioners upon recommendation of the Planning Coordinator shall review, and consider rescinding the appointment of any voting member of the Board who fails to attend two (2) consecutive meetings with an unexcused absence. As required by the Planning Agency Operating Guidelines, the County shall notify the Florida Commission for the Transportation Disadvantaged if any agency voting member or their alternate fails to attend two consecutive meetings. The Taylor County LCB will follow the Advisory Committee Attendance Policy approved by the Taylor County Board of Commissioners August 4, 2014 and guidelines of the Florida Commission for the Transportation Disadvantaged.

SECTION IV: OFFICERS AND DUTIES

- A. Number.** The officers of the Local Coordinating Board shall be a Chairperson and a Vice-Chairperson.
- B. Chairperson.** The Chairperson shall preside at all meetings, and in the event of his/her absence, or at his/her direction; the Vice-Chairperson shall assume the duties and powers of the Chairperson. The Chairperson will be appointed by the County Board of Commissioners. The Chairperson is responsible for the minutes of the meeting and for all meeting notices and agendas. The Chairperson shall work closely with the Planning Coordinator planning meetings, reviewing required submissions under the terms of the grant contracts, and other meetings or events required for the Local Coordinating Board to be effective and in compliance with the Florida Commission for the Transportation Disadvantaged rules and regulations.
- C. Vice Chairperson.** The Local Coordinating Board shall hold an organizational meeting each year for the purpose of electing a Vice-Chairperson. The Vice-Chairperson shall be elected by a majority vote of a quorum of the members of the Board and voting at the organizational meeting. The Vice-Chairperson shall serve a term of one year starting at the following meeting. The organizational meeting is held at the 4th quarter meeting in (June) to elect a Vice – Chairman for the upcoming new fiscal/grant reporting year.

SECTION V: BOARD MEETINGS

- A. Regular Meetings.** The Board shall meet as often as necessary in Order to meet its responsibilities. However, as required by Chapter 427.0157, Florida Statutes, the Board shall meet at least quarterly. The Board currently meets in September, December, March and June.
- B. Parliamentary Procedures.** The Local Coordinating Board will conduct business using parliamentary procedures as set forth and followed by the Taylor County Board of Commissioners.

C. Quorum and Voting. At all meetings of the Board, the presence in person of a majority of voting members shall be necessary and sufficient to constitute a quorum for the transaction of business. In the absence of a quorum, those present may without notice other than by announcement at the meeting, recess the meeting from time to time, until a quorum may be present. A quorum shall consist of at least 51% of the members. At all meetings of the Board at which a quorum is present, all matters, except as otherwise expressly required by law or these bylaws, shall be decided by the vote of a majority of the members of the Board present. As required by Chapter 286.012, all Board members, including the Chairperson of the Board must vote on all official actions taken by the Board unless when there appears to be a possible conflict of interest with a member or members of the Board. Prior to the vote being taken, member(s) must publicly state to the Board the nature of his or her interest in the matter on which the vote is taken. Within fifteen days of the vote, the member(s) shall disclose the nature of his or her interest as public record.

D. Notice of Meetings. Notices and tentative agendas shall be sent to all Board Members, other interested parties, and the news media at least one week prior to the Board meeting. Such notice shall state the date, time, and the place of the meeting.

SECTION VI: STAFF

A. General. The County Commission shall provide the Local Coordinating Board with sufficient staff support and resources to enable the Board to fulfill its responsibilities as set forth in chapter 427.0157 Florida Statutes. These responsibilities include providing sufficient staff to manage and oversee the operations of the Board, assist in scheduling meetings, preparing meeting agenda packets, and other necessary administrative duties as required by the Board within the limit of resources available.

SECTION VII: BOARD DUTIES

A. Board Duties. The Local Coordinating Board member duties shall include but not be limited to duties as specified in Chapter 427, Florida Statutes and Rule 41-2. FAC.

1. Maintain official meeting minutes, including an attendance roster, reflecting official action and provide a copy to the State Commission and maintain a copy in the County Planning Coordinators files.
2. Review and approve the Memorandum of Agreement and Transportation Disadvantaged Service Plan.
3. On a continuing basis, evaluate services provided under the approved designated service plan. Annually evaluate the Community Transportation Coordinator's performance in general and relative to the Commission for the Transportation Disadvantaged standards and the

current service plan elements. Recommendations in reference to the Community Transportation Coordinator shall include, at a minimum, an evaluation of competition, and cost and availability based on modules contained within the State Commission's Workbook for Community Transportation Coordinators and Providers in Florida.

4. In cooperation with the Coordinator, review and provide recommendations to the State Commission and the Board of County Commissioners on applications for local, state, or federal funds relating to transportation of the transportation disadvantaged in the County to ensure that any expenditures within the County are provided in the most cost effective and efficient manner.
5. Appoint a Grievance Committee to serve as mediators to process and investigate complaints from agencies, users, potential users of the system, and the Community Transportation Coordinator in the County designated service area. The committee will make recommendations to the Board and address issues in a timely manner. Grievance procedures approved by the Local Coordinating Board and the Board of County Commissioners shall be followed.
6. Review coordination strategies for service provision to the transportation disadvantaged in the county to seek innovative ways to improve cost effectiveness, efficient, safety, hours, and types of service to increase ridership to a broader population. Such strategies should also encourage multi-county and regional transportation service agreements between area coordinators and adjacent counties when it is appropriate and cost effective to do so.
7. Work in conjunction with the Community Transportation Coordinator to develop applications for funding that may become available.
8. Assist the Community Transportation Coordinator in establishing priorities with regard to the recipients of transportation disadvantaged services that are purchased through the Transportation Disadvantaged Trust Fund.
9. Annually review coordination contracts to advise Coordinator whether the continuation of said contract provides the most cost effective and efficient transportation available.
10. Annually review all transportation operator contracts as to the effectiveness and efficiency of the transportation operator and recommend approval or disapproval of such contracts to the Coordinator.
11. Annually hold a public hearing for the purpose of receiving input on unmet needs or other issues that relate to local transportation services.
12. Annually review and approve of the Annual Operations Report (AOR) prepared by the Community Transportation Coordinator.
13. Annually approve Actual Expenditure Report (AER) prepared by the Planning Coordinator and Community Transportation Coordinator.

Section VIII: Committees

- A. Committees.** Committees shall be designated by the Chairperson as necessary to investigate and report on specific subject areas of interest to the Local Coordinating Board and to deal with administrative and legislative procedures.

Section IX: Communications With Other Agencies and Entities

- A. General.** The Board of County Commissioners authorizes the Local Coordinating Board to communicate directly with other agencies and entities as necessary to carry out its duties and responsibilities in accordance with Rule 41-2 FAC.

Section X: Certifications

The undersigned hereby certifies that the Taylor County Board of Commissioners has reviewed and approved a full, true, and correct copy of the By- Laws of the Local Coordinating Board of the Transportation Disadvantaged on the 4th day of August, 2014.

Malcolm Page, Chairman
Taylor County Board of Commissioners

The undersigned hereby certified that the Local Coordinating Board has reviewed and approved a full, true, and correct copy of the Bylaws on the _____ day of _____, 2014.

Patricia Patterson, Chairman
Local Coordinating Board of the
Transportation Disadvantaged.

18

CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND

TAYLOR COUNTY, BOARD OF COUNTY COMMISSIONERS

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and Taylor County, Board of County Commissioners ("Agency") to provide for the use of inmate labor in work programs.

This Amendment:

- renews the Contract for one (1) year pursuant to **Section I., B., Contract Renewal**;
- revises the end date of the Contract referenced in **Section I., A., Contract Term**;
- adds **Section VII., I., Prison Rape Elimination Act**; and
- replaces Addendum A with Revised Addendum A, effective November 4, 2014.

Original contract period: November 4, 2013 through November 3, 2014

In accordance with **Section V., CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. **Section I., A., Contract Term**, is hereby revised to read:

A. This Contract began November 4, 2013 and shall end at midnight on November 3, 2015.

This Contract is in its final renewal year.

2. **Section VII., I., Prison Rape Elimination Act (PREA)** is hereby added:

I. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115 to the Department of Corrections' Contract Manager.

3. Pursuant to **Section III., Compensation, A., 5**, the rate of compensation is amended to reflect the rates indicated in Revised Addendum A. Addendum A is hereby replaced with Revised Addendum A, effective November 4, 2014.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on November 4, 2014 or the last date of signature by all parties, whichever is later.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

**AGENCY: TAYLOR COUNTY, BOARD OF
COUNTY COMMISSIONERS**

SIGNED

BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEID #: _____

DEPARTMENT OF CORRECTIONS

**Approved as to form and legality,
subject to execution.**

SIGNED

BY: _____

NAME: **Michael D. Crews**

TITLE: **Secretary
Department of Corrections**

DATE: _____

SIGNED

BY: _____

NAME: **Jennifer A. Parker**

TITLE: **General Counsel
Department of Corrections**

DATE: _____

Revised Addendum A

Inmate Work Squad Detail of Costs for Taylor County Board of County Commissioners Interagency Contract Number WS862 Amd #1 Effective November 4, 2014

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY***

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:

	# Officer: Multiplier		Per Officer Annual Cost	Total Annual Cost
Officers Salary	1	\$ 54,194.00 **	\$ 54,194.00	\$ 54,194.00
Salary Incentive Payment		\$ 1,128.00	\$ 1,128.00	\$ 1,128.00
Repair and Maintenance		\$ 121.00	\$ 121.00	\$ 121.00
State Personnel Assessment		\$ 354.00	\$ 354.00	\$ 354.00
Training/Criminal Justice Standards		\$ 200.00	\$ 200.00	\$ 200.00
Uniform Purchase		\$ 400.00	\$ 400.00	\$ 400.00
Uniform Maintenance		\$ 350.00	\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *		\$ 2,225.00		
TOTAL - To Be Billed By Contract To Agency			\$ 58,972.00	\$ 56,747.00

*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

IA. The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable. (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:
Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

TOTAL - To Be Billed By Contract To Agency

Number Squads	Total Annual Cost
1	\$ 750.00
	\$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED:

YES ☒ NO ☐

ENCLOSED TRAILER REQUIRED:

YES ☐ NO ☒

Revised Addendum A
Inmate Work Squad Detail of Costs for Taylor County Board of County Commissioners
Interagency Contract Number WS862 Amd #1 Effective November 4, 2014

		Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
V. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:							
Hand Held Radio	MACOM	\$4969.00	<input type="checkbox"/>	\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Mounted Radio	MACOM	\$5400.00	<input checked="" type="checkbox"/>	\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
TOTAL Operating Capital To Be Advanced By Agency			1	\$ -			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

1. Operating Capital - from Section IV.
2. **Grand Total - To Be Advanced By Agency At Contract Signing:**

Total Cost
\$0.00
\$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. **Grand Total - To Be Billed To Agency By Contract:**

Total Cost
\$56,747.00
\$750.00
\$57,497.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:
(Total of Sections V. and VI.)

\$57,497.00

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for Taylor County Board of County Commissioners
Interagency Contract Number WS862 Amd #1 Effective November 4, 2014

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.

CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS

AND

TAYLOR COUNTY, BOARD OF COUNTY COMMISSIONERS

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and Taylor County, Board of County Commissioners ("Agency") to provide for the use of inmate labor in work programs.

This Amendment:

- renews the Contract for one (1) year pursuant to **Section I., B., Contract Renewal**;
- revises the end date of the Contract referenced in **Section I., A., Contract Term**;
- adds **Section VII., H., Prison Rape Elimination Act**; and
- replaces Addendum A with Revised Addendum A, effective October 1, 2014.

Original contract period: October 1, 2013 through September 30, 2014

In accordance with **Section V., CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. **Section I., A., Contract Term**, is hereby revised to read:

A. This Contract began October 1, 2013 and shall end at midnight on September 30, 2015.

This Contract is in its final renewal year.

2. **Section VII., H., Prison Rape Elimination Act (PREA)** is hereby added:

H. **Prison Rape Elimination Act (PREA)**

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115 to the Department of Corrections' Contract Manager.

3. Pursuant to **Section III., Compensation, A., 5**, the rate of compensation is amended to reflect the rates indicated in Revised Addendum A. Addendum A is hereby replaced with Revised Addendum A, effective October 1, 2014.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on October 1, 2014 or the last date of signature by all parties, whichever is later.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

**AGENCY: TAYLOR COUNTY, BOARD OF
COUNTY COMMISSIONERS**

SIGNED

BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEID #: _____

DEPARTMENT OF CORRECTIONS

**Approved as to form and legality,
subject to execution.**

SIGNED

BY: _____

NAME: **Michael D. Crews**

TITLE: **Secretary
Department of Corrections**

DATE: _____

SIGNED

BY: _____

NAME: **Jennifer A. Parker**

TITLE: **General Counsel
Department of Corrections**

DATE: _____

Revised Addendum A
Inmate Work Squad Detail of Costs for Taylor County, Board of County Commissioners
Interagency Contract Number WS860 Effective October 1, 2014

ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY***

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES
TO BE REIMBURSED BY THE AGENCY:

Officers Salary	# Officer: Multiplier	<u>1</u>	\$ 54,194.00 **	\$ 54,194.00
Salary Incentive Payment			\$ 1,128.00	\$ 1,128.00
Repair and Maintenance			\$ 121.00	\$ 121.00
State Personnel Assessment			\$ 354.00	\$ 354.00
Training/Criminal Justice Standards			\$ 200.00	\$ 200.00
Uniform Purchase			\$ 400.00	\$ 400.00
Uniform Maintenance			\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *			\$ 2,225.00	
TOTAL - To Be Billed By Contract To Agency			<u>\$ 58,972.00</u>	<u>\$ 56,747.00</u>

*Cost limited to first year of contract as this is not a recurring personnel/position cost.

** Annual cost does not include overtime pay.

IA. The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable. (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:
 Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

Number Squads	Total Annual Cost
1	\$ 750.00
TOTAL - To Be Billed By Contract To Agency	\$ 750.00

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED:

YES ☒ NO ☐

ENCLOSED TRAILER REQUIRED:

YES ☐ NO ☒

Revised Addendum A
Inmate Work Squad Detail of Costs for Taylor County, Board of County Commissioners
Interagency Contract Number WS860 Effective October 1, 2014

II. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:

Hand Held Radio MACOM \$4969.00
Vehicle Mounted Radio MACOM \$5400.00

Per Unit Cost	Number of Units
<input type="checkbox"/> _____	_____
<input checked="" type="checkbox"/> _____	1
TOTAL Operating Capital To Be Advanced By Agency	

Total Cost
\$ -
\$ -
\$ -

Bill To Agency	Provided By Agency	Already Exists
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

III. TOTAL COSTS TO BE ADVANCED BY AGENCY:

1. Operating Capital - from Section IV.
2. **Grand Total - To Be Advanced By Agency At Contract Signing:**

Total Cost
\$0.00
\$0.00

IV. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. **Grand Total - To Be Billed To Agency By Contract:**

Total Cost
\$56,747.00
\$750.00
\$57,497.00

V. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:
(Total of Sections V. and VI.)

\$57,497.00

VI. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of Costs for Taylor County, Board of County Commissioners
Interagency Contract Number WS860 Effective October 1, 2014

- Section I.** Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" after you have entered the "# Officers Multiplier".
- Section II.** Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.
- Section III.** Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.
- Section IV.** The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.
- Section V.** The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.
- Section VI.** The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.
- Section VII.** The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.
- Section VIII.** Any agreement in this area will be billed separately as charges are incurred.