

SUGGESTED AGENDA  
AMENDED  
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA  
REGULAR BOARD MEETING  
TUESDAY, AUGUST 18, 2015  
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 BIDS FOR DMH ULTRASOUND EQUIPMENT FOR ANESTHESIA, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

HOSPITAL ITEMS:

5. THE BOARD TO HEAR A PRESENTATION ON DOCTORS' MEMORIAL HOSPITAL FINANCIALS BY DOUG FAIRCLOTH, CFO.

PUBLIC REQUESTS:

6. THE BOARD TO DISCUSS RESIDENTS' CONCERNS REGARDING THE KEATON BEACH BOAT RAMP, AS AGENDAED BY COMMISSIONER FEAGLE.

ADVISORY COMMITTEE REPORTS:

7. THE BOARD TO CONSIDER THE APPOINTMENT OF AN APPLICANT TO THE TAYLOR COUNTY RECREATION ADVISORY BOARD (TCRAB), AS AGENDAED BY THE COUNTY ADMINISTRATOR.

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

CONSENT ITEMS:

8. EXAMINATION AND APPROVAL OF INVOICES.
9. APPROVAL OF MINUTES FROM JULY 16, 21(2) AND 28 (3), 2015. (COPIES PROVIDED BY E-MAIL)
10. THE BOARD TO CONSIDER ADOPTION OF RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE MSTU FUND, AS SUBMITTED BY COUNTY FINANCE.
11. THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON LEASE AMENDMENT P00008 FOR THE PERRY VA CLINIC, AS AGENDAED BY THE DANNY O'QUINN, SPECIAL PROJECTS.
12. THE BOARD TO REVIEW AND APPROVE A CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES WITH PREBLE-RISH, INC., FOR HIGHWAY AND BRIDGE/STRUCTURAL DESIGN SERVICES AS AGENDAED BY THE COUNTY ENGINEER.
- 12A. THE BOARD TO REVIEW AND APPROVE A CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES WITH PREBLE-RISH, INC., FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES, AS AGENDAED BY THE COUNTY ENGINEER.
13. THE BOARD TO REVIEW AND APPROVE A CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FROM CHW, PROFESSIONAL CONSULTANTS, FOR CONSTRUCTION ENGINEERING INSPECTION SERVICES, AS AGENDAED BY THE COUNTY ENGINEER.
14. THE BOARD TO REVIEW AND APPROVE A CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FROM CHW, PROFESSIONAL CONSULTANTS, FOR HIGHWAY AND BRIDGE/STRUCTURAL DESIGN SERVICES, AS AGENDAED BY THE COUNTY ENGINEER.

15. THE BOARD TO APPROVE PAYMENT OF AN INVOICE FOR THE FLORIDA ASSOCIATION OF COUNTIES TRUST, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
16. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE TAYLOR COUNTY PUBLIC LIBRARY STATE AID APPLICATION, AS AGENDAED BY LIBRARY MANAGER, LINDA HAWKINS.
17. THE BOARD TO APPROVE A CONTRACT IN THE AMOUNT OF \$418,050 WITH MUSIC CONSTRUCTION, INC., FOR THE CONSTRUCTION OF A NEW AIRCRAFT STORAGE FACILITY AT PERRY FOLEY AIRPORT, AS AGENDAED BY THE GRANTS DIRECTOR.
18. THE BOARD TO APPROVE THE LETTER OF DISTRIBUTION FOR THE 2015-2016 FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, AS AGENDAED BY THE GRANTS DIRECTOR, MELODY COX.

COUNTY STAFF ITEMS:

19. THE BOARD TO DISCUSS AND POSSIBLY APPROVE PROVIDING TOKENS FOR TRANSPORTATION TO SPECIAL OLYMPIC PROGRAM PARTICIPANTS TO WEEKLY PRACTICE, AS AGENDAED BY THE GRANTS DIRECTOR, MELODY COX.
20. THE BOARD TO REVIEW AND APPROVE THE FLORIDA DEPARTMENT OF TRANSPORTATION SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT (JPA) #217332-5-94-16, RESOLUTION, AND THE COUNTY ATTORNEY'S STATEMENT FOR THE CONSTRUCTION OF A NEW AIRCRAFT STORAGE FACILITY AT PERRY FOLEY AIRPORT, AS AGENDAED BY THE GRANTS DIRECTOR.

GENERAL BUSINESS:

21. THE BOARD TO CONSIDER ADOPTING A RESOLUTION AS PROPOSED BY THE NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERS (NFEDP), AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COUNTY ADMINISTRATOR ITEMS:

22. THE BOARD TO REVIEW AND APPROVE A CONTRACT #W1014 WITH THE FLORIDA DEPARTMENT OF CORRECTIONS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
23. THE BOARD TO REVIEW AND APPROVE A CONTRACT #W1002 WITH THE FLORIDA DEPARTMENT OF CORRECTIONS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
24. THE BOARD TO RECEIVE AN UPDATE ON THE RESPONSE TO FLOODING IN STEINHATCHEE AND CONSIDER APPROVAL OF AN EXTENSION TO THE LOCAL STATE OF EMERGENCY DECLARED AUGUST 3, 2015, AND AGAIN ON AUGUST 10, 2015, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
25. THE BOARD TO DISCUSS THE CANAL DREDGING FEASIBILITY STUDY.
26. 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](http://www.taylorcountygov.com)
- IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT 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:**

THE BOARD TO RECEIVE BIDS FOR DMH ULTRASOUND EQUIPMENT FOR ANESTHESIA, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

**MEETING DATE REQUESTED:**

AUGUST 18, 2015

**Statement of Issue:**

THESE BIDS WERE SCHEDULED TO BE OPENED ON JULY 21, 2015. AS THERE WAS A QUESTION AS TO THE ACCURACY AND COMPLETENESS OF THE EQUIPMENT SPECIFICATIONS IN THE SOLICITATION DOCUMENT, THE BOARD ELECTED TO NOT OPEN THE BIDS UNTIL THE BIDDERS COULD BE NOTIFIED REGARDING THE CLARIFICATION OF THE EQUIPMENT SPECS. NOTIFICATIONS WERE SENT AND A NEW DEADLINE/OPENING DATE WAS SET FOR THIS DATE.

**Recommended Action:****Fiscal Impact:****Budgeted Expense:****Submitted By:****Contact:**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:****Options:****Attachments:**

COPY OF THE NOTIFICATION SENT AND THE RESPONSES RECEIVED THUS FAR.



## 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 M. 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

July 24, 2015

Dear Responsive Vendor:

We received your bid documents in response to our request for bids for Ultrasound Equipment for Anesthesia for Doctors' Memorial Hospital in Perry, Florida. Although the bids were scheduled to be opened on July 21, 2015, at 6:00 p.m., the Board of County Commissioners did not open the bids. The bid packages are being held securely while steps are taken to clear up any confusion as to the specifications of the equipment being asking for.

Attached to this email are three documents:

- (1) "Invitation to Bid" indicating the new deadline for submitting an addendum to your original bid. It also includes the instructions that must be followed as to marking the envelope or package and the address where it is to be sent. These instructions must be followed in order for the addendum to be considered.
- (2) The revised list of equipment specifications.
- (3) The page from the bid solicitation document to be used to submit revised pricing based on the new specifications.

As your original bid was received in a timely manner, you have two options:

**Option 1:** Submit an amendment to your original bid showing your new bid amount according to the revised equipment specifications. (You do not need to resubmit the Public Entity Crimes Affidavit or the Non-Collusion Affidavit or the Valid Business Licensing/Registration Information as enumerated in Article 7 "Attachments to this Bid" if your original bid submittal included same.)

**Option 2:** You may do nothing and your original bid will be opened and considered.

We apologize for any confusion regarding this bid and we thank you for your consideration of this request.

MALCOLM PAGE  
District 1

JIM MOODY  
District 2

JODY DEVANE  
District 3

PAM FEAGLE  
District 4

PATRICIA PATTERSON  
District 5



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ANNIE MAE MURPHY, Clerk  
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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 bids for **DMH Ultrasound Equipment for Anesthesia.**

Qualified firms or individuals desiring to provide the required products must submit five (5) packages in a sealed envelope or similar package marked "**Sealed Bid for DMH Ultrasound Equipment**" to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347, to arrive no later than 4:00 P.M., local time, on August 14, 2015. 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 August 18, 2015, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

Bid information may be obtained on-line at <http://www.taylorcountygov.com/Bids/Index.htm>.

The County reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this solicitation at any time and waive any irregularities in the Solicitation 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 Administrative Department  
201 East Green Street  
Perry, FL 32347  
(850) 838-3500

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

## **DMH Ultrasound Equipment for Anesthesia Minimum Specifications**

**OR Director: Ginny Head**

**Updated (in red) 7-23-15**

15" TFT High Resolution Monitor  
Multi-beam Parallel Imaging  
Pulse Wave Doppler & HPRF  
Color/Power/ Directional Power Doppler Flow  
Tissue Harmonic Imaging (THI), Phased Inversion THI  
iZoom full screen image enlargement  
iTouch intelligent image optimization  
iBeam spatial compounding  
iClear speckle reduction  
iStation Image Management  
Smart 3D – free hand 3D imaging – **Include any additional accessories that are required for the 3D to work such as probes, scopes or accessories.**  
320GB hard disk  
Supports DICOM, AVI, BMP, and JPG  
S-video output and two USB ports  
Measurement & calculation software packages  
AC adapter and batteries (4500mAh)  
Travel case  
Application specific calculations software packages:  
Abdomen, Cardiology, Small Parts,  
Urology, Vascular, Pediatrics, Emergency Medicine, Anesthesia  
DICOM Basic: Includes: DICOM basic store, print, store commitment and media store  
DICOM Work list: Download work list from DICOM server  
DICOM MPPS: Modality performed procedure step  
DICOM Query/Retrieve: Query & retrieve patient images and information

(NOTE: Dicom allows for the transmission of saved images to a PACS system. It will allow a department to download patient information from the PACS systems as well).

**L14-6Ns Linear Array Transducer** (FBW: 6-14 MHz) (Needed for nerve blocks, needle insertions etc)

**C5-2s Convex Array Transducer** (FBW: 2-5 MHz) (abdominal probe) – Can be used for bladder scanning if shared with other departments.

**iNeedle needle visualization technology** (helps in seeing the need for nerve blocks and biopsy procedures)

**UMT-300 Mobile Cart:**

Ergonomic mobile docking system to secure the ultrasound system

Mobile work platform to include new handle, cable routing, transducer holders, and additional storage.

Storage for printers if needed.

Warranty/ 5 year service agreement

Location of closest field service representative

Time line for installation, education, implementation and ongoing education support.

List of the unique capabilities of your Power System and how that would be beneficial to DMH

Shipping Cost estimate

## ARTICLE 5 – BASIS OF BID

**5.01** Bidder will provide the requested equipment/products/supplies in accordance with the Contract Documents for the following price(s):

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

Bidder also acknowledges that the award of this solicitation or any portion thereof will be contingent upon the availability of funds. If funding is not available to award the solicitation 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.

## ARTICLE 6 – TIME OF COMPLETION

**6.01** Bidder agrees that the equipment/products/supplies will be delivered and ready for final payment on or before the dates or within the number of calendar days indicated in the Bid.

## ARTICLE 7 – ATTACHMENTS TO THIS BID

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

- A. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
- B. Non-Collusion Affidavit
- C. Valid Business Licensing/Registration Information

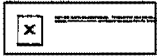
## Margaret Dunn

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**From:** David Hamilton <david.hamilton@sonosite.com>  
**Sent:** Friday, July 31, 2015 8:05 AM  
**To:** Margaret Dunn  
**Cc:** Chong Chasengnou; Nick Evans  
**Subject:** Re: Your recently submitted bid for Ultrasound Equipment

Ms. Dunn,  
I work with Chong Chasengnou at FujiFilm SonoSite. We've received the revised specifications for the ultrasound bid and will not be amending our original submission.  
Thank you,  
David

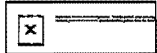
**David Hamilton**  
Director, Strategic Accounts  
Southeast  
FujiFilm SonoSite, Inc.  
[david.hamilton@sonosite.com](mailto:david.hamilton@sonosite.com)  
540-797-6961 mobile



On Fri, Jul 24, 2015 at 3:14 PM, Chong Chasengnou <[chong.chasengnou@sonosite.com](mailto:chong.chasengnou@sonosite.com)> wrote:  
David and Nick,

Fyi. Review and let me know.

**Chong Chasengnou**  
Contract Administrator, Corporate Contracts  
FUJIFILM SonoSite, Inc. / FUJIFILM VisualSonics Inc.  
[chong.chasengnou@sonosite.com](mailto:chong.chasengnou@sonosite.com)  
[www.sonosite.com](http://www.sonosite.com)  
(425) 951-1200 ext. 1261 Office  
(425) 951-1455 Fax



----- Forwarded message -----

**From:** Margaret Dunn <[margaret.dunn@taylorcountygov.com](mailto:margaret.dunn@taylorcountygov.com)>  
**Date:** Fri, Jul 24, 2015 at 9:08 AM  
**Subject:** Your recently submitted bid for Ultrasound Equipment  
**To:** "chong.chasengnou@sonosite.com" <[chong.chasengnou@sonosite.com](mailto:chong.chasengnou@sonosite.com)>  
**Cc:** Amanda Gregory <[agregory@doctorsmemorial.com](mailto:agregory@doctorsmemorial.com)>, Cindy Mock <[cmock@taylorclerk.com](mailto:cmock@taylorclerk.com)>, Dustin Hinkel <[dustin.hinkel@taylorcountygov.com](mailto:dustin.hinkel@taylorcountygov.com)>

As promised in our telephone conversation on Thursday, July 23, here is the information regarding the revised specification list for Ultrasound Equipment for Doctors' Memorial Hospital in Perry, Florida. If you would like to read the entire solicitation document, it is posted on our website at [www.taylorcountygov.com](http://www.taylorcountygov.com).

Margaret Dunn

Assistant County Administrator

Taylor County Board of County Commissioners

201 E Green Street, Perry, FL 32347

850-838-3500 Ext 7

850-843-6299 Cell

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## Margaret Dunn

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**From:** B.Hall@mindray.com  
**Sent:** Tuesday, July 28, 2015 12:54 PM  
**To:** Margaret Dunn  
**Cc:** Amanda Gregory; Cindy Mock; Dustin Hinkel; D.Steensma@mindray.com  
**Subject:** Re: DMH Ultrasound Equipment Clarification Letter.pdf

Ms. Dunn,

After reviewing the BID Clarification letter, the original Mindray Ultrasound BID Submission meets the BID specifications with all that is quoted.

There is no need for Mindray to make any adjustments to our original submission.

Please let me know if you have any questions.

Best Regards,

Bryan Hall  
Mindray North America  
Account Executive  
Patient Monitoring & Anesthesia  
904-322-1180  
[B.hall@mindray.com](mailto:B.hall@mindray.com)

On Jul 24, 2015, at 11:30 AM, "Margaret Dunn" <[margaret.dunn@taylorcountygov.com](mailto:margaret.dunn@taylorcountygov.com)> wrote:

As promised in our telephone conversation of Thursday, July 23, here is the information regarding the revised specification list for Ultrasound Equipment for Doctors' Memorial Hospital in Perry, Florida. If you would like to read the entire solicitation document, it is posted on our website at [www.taylorcountygov.com](http://www.taylorcountygov.com).

Margaret Dunn  
Assistant County Administrator  
Taylor County Board of County Commissioners  
201 E Green Street, Perry, FL 32347  
850-838-3500 Ext 7  
850-843-6299 Cell

<DMH Ultrasound Equipment Clarification Letter.pdf>

## Margaret Dunn

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**From:** Stokes, Wes <wes.stokes@philips.com>  
**Sent:** Monday, July 27, 2015 9:56 AM  
**To:** Margaret Dunn  
**Subject:** Philips Bid for Doctors Hospital

Good Morning Margaret,

I rec'd the clarification letter for the bid that went out for Doctors Hospital for the ultrasound system for the OR. We wish to leave our proposal as is.

Thanks,

**Wes Stokes**

Account Manager  
Philips Healthcare  
Cardiovascular Ultrasound - N. Florida  
Cell: (407) 625-3980  
E-Fax: (855) 500-1614



**Redefining Ultrasound, Philips EPIQ 7 CV**

[http://www.healthcare.philips.com/us\\_en/products/ultrasound/systems/epiq7/](http://www.healthcare.philips.com/us_en/products/ultrasound/systems/epiq7/)

**Epiq 7 on YouTube:** <http://www.youtube.com/watch?v=LUD6iA7JL9Q&feature=youtu.be>

**Ultrasound Education:** [www.philips.com/ultrasoundclinicaleducation](http://www.philips.com/ultrasoundclinicaleducation)

**Heart Model:** <http://www.usa.philips.com/healthcare-resources/feature-detail/anatomical-intelligence.html>

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## Margaret Dunn

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**From:** Hill, Mary Paule T (GE Healthcare) <mary.paule.hill@ge.com>  
**Sent:** Wednesday, August 5, 2015 11:16 AM  
**To:** Margaret Dunn  
**Subject:** RE: Your recently submitted bid for Ultrasound Equipment

OK . . will do. Thank you!

**From:** Margaret Dunn [mailto:margaret.dunn@taylorcountygov.com]  
**Sent:** Wednesday, August 05, 2015 11:15 AM  
**To:** Hill, Mary Paule T (GE Healthcare)  
**Subject:** RE: Your recently submitted bid for Ultrasound Equipment

Please follow the directions carefully. You submit just like the first bid.

**From:** Hill, Mary Paule T (GE Healthcare) [mailto:mary.paule.hill@ge.com]  
**Sent:** Wednesday, August 5, 2015 10:33 AM  
**To:** Margaret Dunn <margaret.dunn@taylorcountygov.com>  
**Subject:** RE: Your recently submitted bid for Ultrasound Equipment

Margaret – We will be submitting a new quote. How do you wish to receive it? Should I resend the entire RFP to you via hard copy or just email you the new quote with the updated “Article 5 – Basis For Bid” page? Please advise. Thank you.

**From:** Margaret Dunn [mailto:margaret.dunn@taylorcountygov.com]  
**Sent:** Friday, July 24, 2015 12:45 PM  
**To:** Hill, Mary Paule T (GE Healthcare)  
**Cc:** Amanda Gregory; Cindy Mock; Dustin Hinkel  
**Subject:** Your recently submitted bid for Ultrasound Equipment

As promised in our telephone conversation on Thursday, July 23, here is the information regarding the revised specification list for Ultrasound Equipment for Doctors’ Memorial Hospital in Perry, Florida. If you would like to read the entire solicitation document, it is posted on our website at [www.taylorcountygov.com](http://www.taylorcountygov.com).

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Taylor County Board of County Commissioners  
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850-838-3500 Ext 7  
850-843-6299 Cell

5

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:** DMH Financials Presented by Doug Faircloth, CFO



**MEETING DATE REQUESTED:** August 18, 2015

**Statement of Issue:** DMH 2014 Audit

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:** Tasha Towles on behalf of Mary Lescher, Interim CEO

**Contact:** Tasha Towles/Mary Lescher 584-0885

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments: Financials**



*A partnership with Tallahassee Memorial HealthCare*

## **Financial Highlights**

### **for the twelve months ending May 31, 2015**

- Consolidated Income Statement
- EMS Operating Statement
- Patient Activity Graphs
- Financial Trend Graphs

# DMH Consolidated Income Statement

Page 1 of 2

(\$ In Thousands)

	For the twelve months ended May 31,		Increase
	2015	2014	(Decrease)
	<u>Unaudited</u>	<u>Audited</u>	
<b>REVENUES:</b>			
Inpatient	\$ 12,002	\$ 12,112	\$ (110)
Outpatient	42,397	44,132	(1,735)
Swingbed	311	483	(172)
Home Health	1,553	1,425	128
Clinics	7,050	7,216	(166)
EMS	<u>3,413</u>	<u>3,265</u>	<u>148</u>
<b>TOTAL PATIENT REVENUE</b>	<b><u>66,726</u></b>	<b><u>68,633</u></b>	<b><u>(1,907)</u></b>
<b>REVENUE DEDUCTIONS:</b>			
Contractual Adjustments	35,760	36,331	(571)
Charity	1,566	2,035	(469)
Bad Debt	<u>6,098</u>	<u>6,260</u>	<u>(162)</u>
<b>TOTAL REVENUE DEDUCTIONS</b>	<b><u>43,424</u></b>	<b><u>44,626</u></b>	<b><u>(1,202)</u></b>
<b>NET PATIENT REVENUE</b>	<b>23,302</b>	<b>24,007</b>	<b>(705)</b>
<b>OTHER REVENUE</b>	<u>344</u>	<u>284</u>	<u>60</u>
<b>TOTAL REVENUE</b>	<b><u>\$ 23,646</u></b>	<b><u>\$ 24,291</u></b>	<b><u>\$ (645)</u></b>

# DMH Consolidated Income Statement

Page 2 of 2

(\$ In Thousands)

	For the twelve months ended May 31, 2015 Unaudited	2014 Audited	Increase (Decrease)
<b>OPERATING EXPENSES:</b>			
Salaries and Benefits	\$ 14,915	\$ 14,188	\$ 727
Contract Labor and Physician Fees	2,120	1,942	178
Supplies	3,609	3,486	123
Maintenance and Other Services	2,449	2,417	32
Utilities and Telephone	754	778	(24)
Insurance	727	620	107
Equipment & Building Lease	1,934	2,031	(97)
Other Expense	302	278	24
<b>TOTAL EXPENSES</b>	<b>26,810</b>	<b>25,740</b>	<b>1,070</b>
<b>OPERATING LOSS</b>	<b>(3,164)</b>	<b>(1,449)</b>	<b>(1,715)</b>
<b>NON-OPERATING EXPENSES:</b>			
Indigent Care Tax, Deprec. & Interest	914	893	21
<b>NON-OPERATING REVENUES:</b>			
Rural Assistance-DSH/LIP	669	365	304
County Support - EMS	450	450	0
County Support - Bldg & Equip	1,546	1,640	(94)
Contributions	37	95	(58)
EHR Meaningful Use Funds	521	1,056	(535)
<b>TOTAL NON-OPERATING REVENUES</b>	<b>3,223</b>	<b>3,606</b>	<b>(383)</b>
<b>EXCESS REVENUES (EXPENSES)</b>	<b>\$ (855)</b>	<b>\$ 1,264</b>	<b>\$ (2,119)</b>

# EMS Year to Date Income Statement

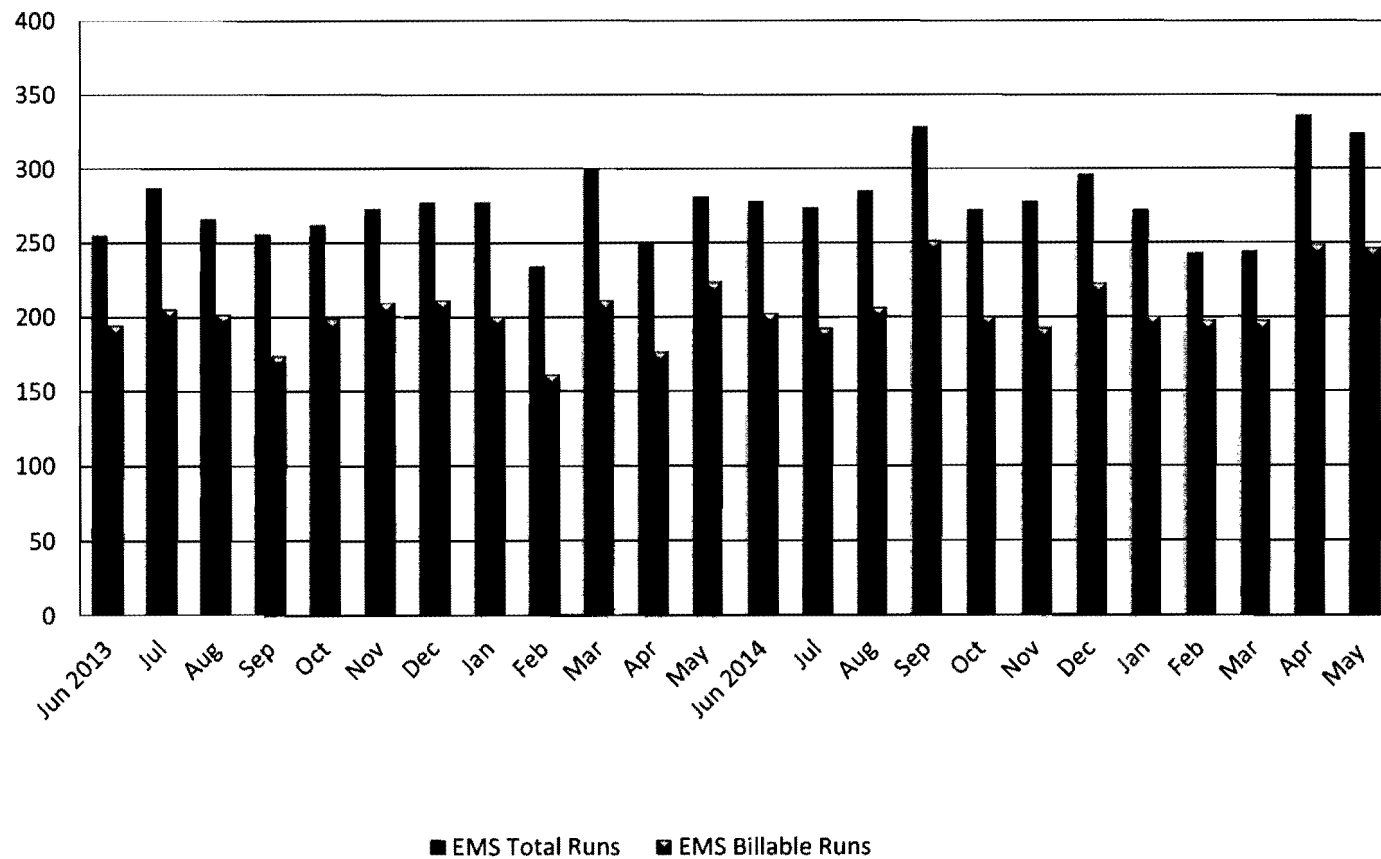
(\$ In Thousands)

	For the twelve months ended May 31		Increase
	<u>2015</u>	<u>2014</u>	<u>(decrease)</u>
Revenue	\$ 3,412	\$ 3,264	\$ 148
Revenue Deductions:			
Contractual Adjustments	2,019	1,830	189
Bad Debts	306	286	20
Total Revenue Deductions	<u>2,325</u>	<u>2,116</u>	<u>209</u>
Net Revenue	1,087	1,148	(61)
County Support	450	450	-
Total Revenue	<u>\$ 1,537</u>	<u>\$ 1,598</u>	<u>\$ (61)</u>
Operating Expenses:			
Salaries & Benefits	\$ 1,011	\$ 943	\$ 68
Insurance	43	50	(7)
Supplies & Drugs	55	58	(3)
Vehicle Supplies	49	54	(5)
Utilities	18	19	(1)
Maintenance & Other Services	62	39	23
DMH Admin & Support Services	<u>331</u>	<u>314</u>	<u>17</u>
Total Expenses	<u>1,569</u>	<u>1,477</u>	<u>92</u>
Excess Revenues (Expenses)	<u>\$ (32)</u>	<u>\$ 121</u>	<u>\$ (153)</u>



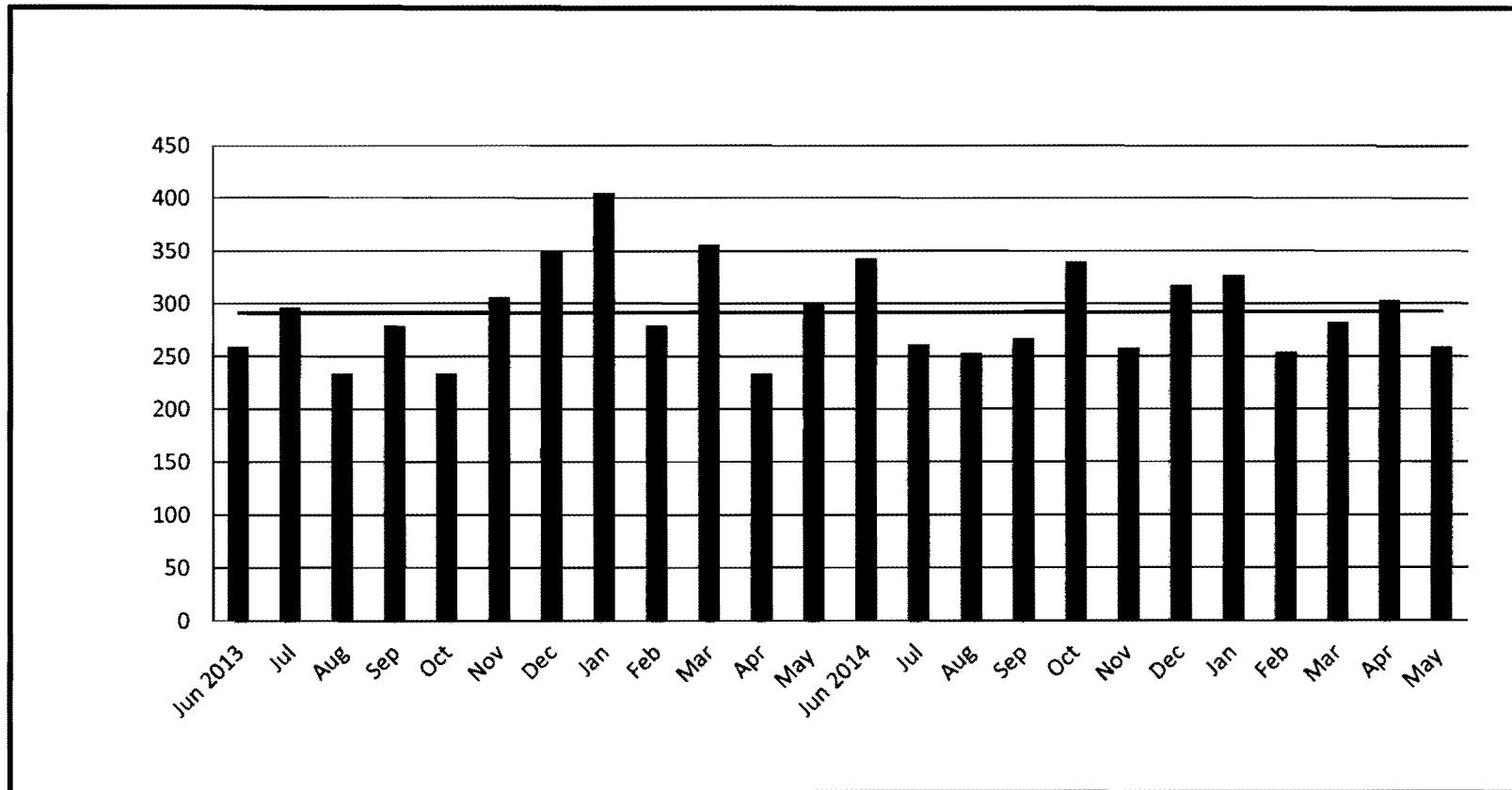
# DMH Trending Graphs

## EMS Ambulance Runs



# DMH Trending Graphs

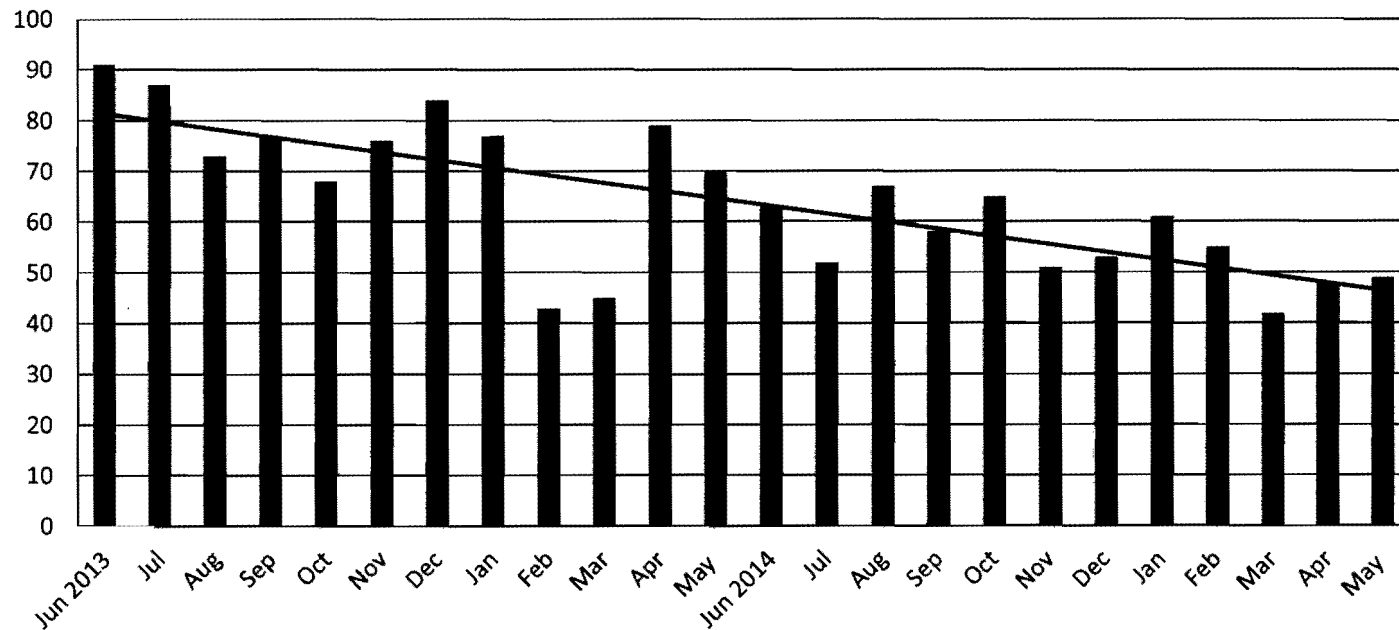
## Acute Patient Days



Year-to-date Acute Average Length of Stay is 3.3 days

# DMH Trending Graphs

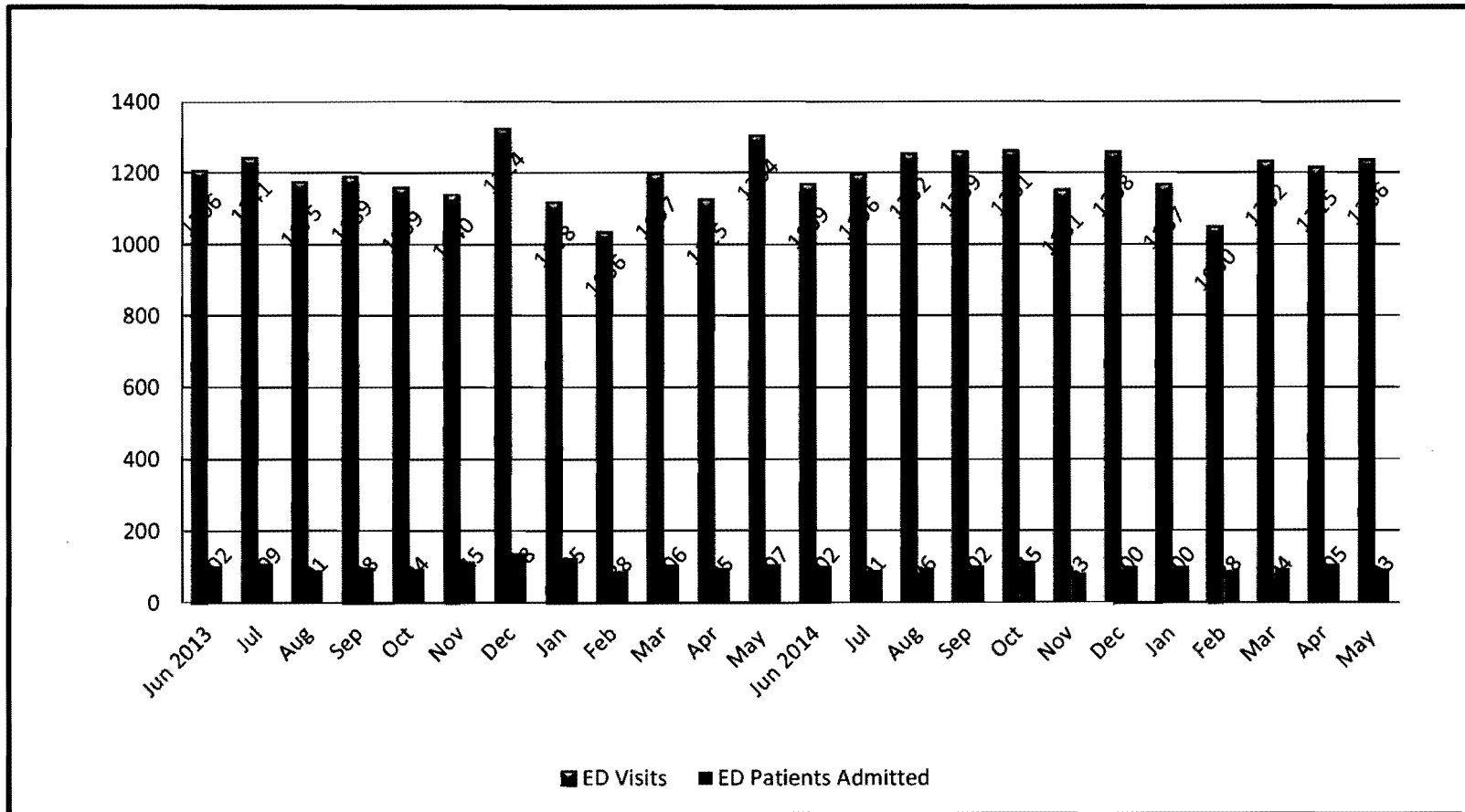
## Observation Patient Days



Year-to-date Observation Average Length of Stay is 1.14 days.

# DMH Trending Graphs

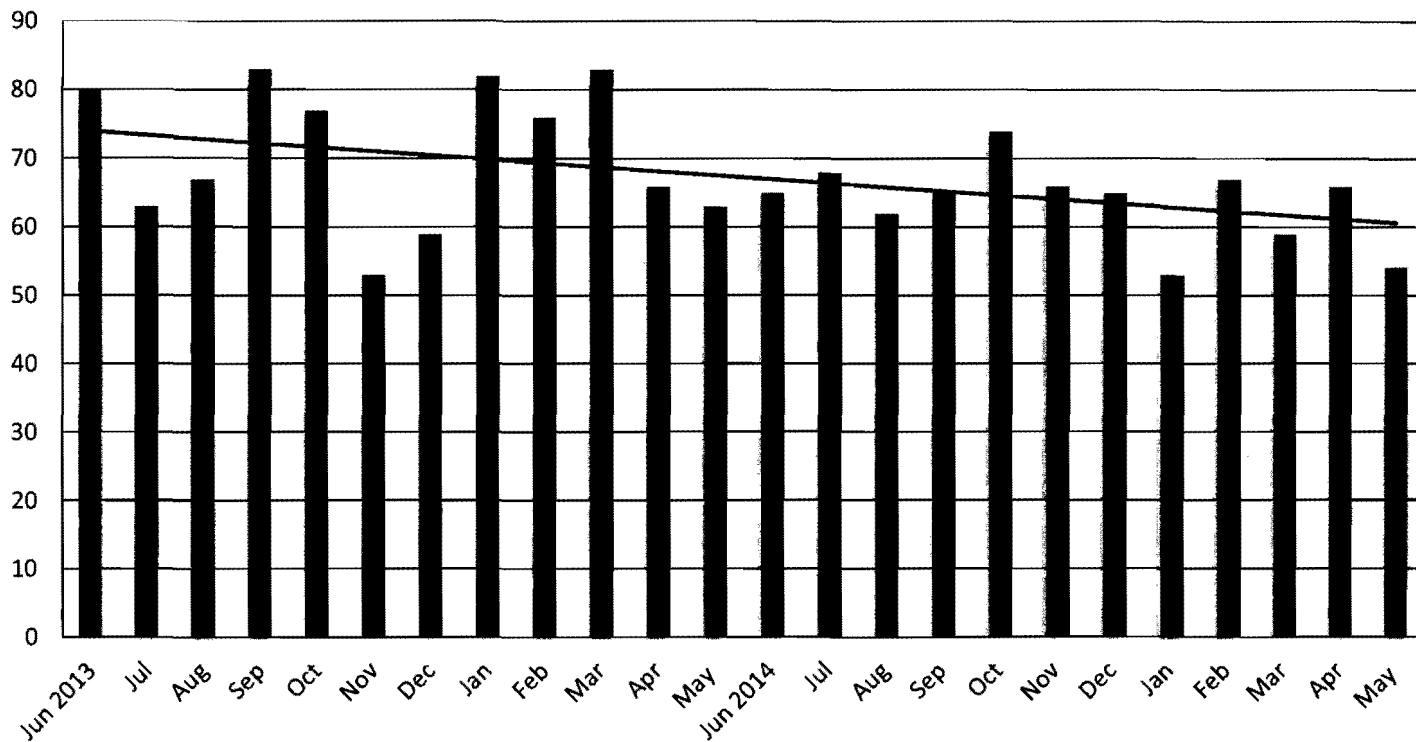
## Emergency Dept. Visits and Admissions



Admissions from Emergency Department are 8.1% of Emergency Visits year-to-date.

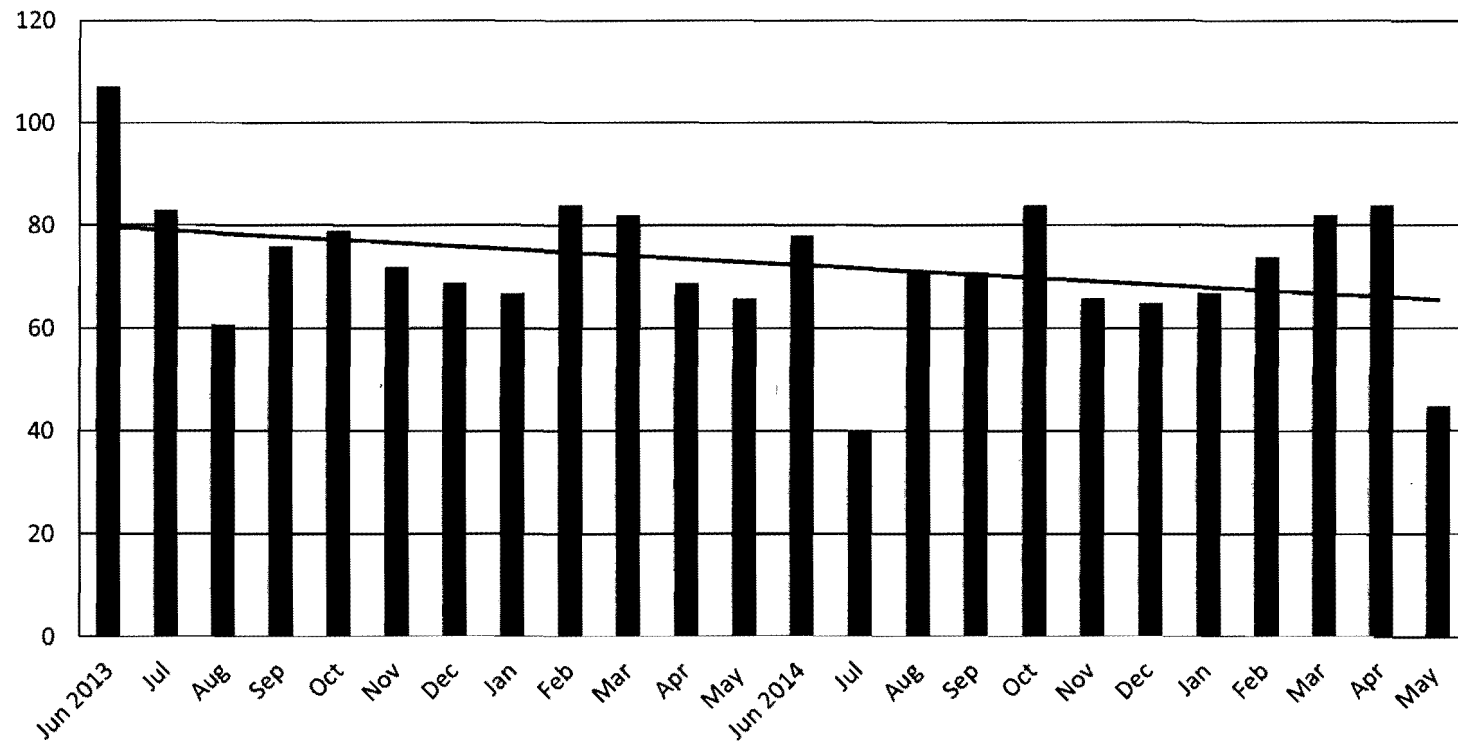
# DMH Trending Graphs

## Surgical Procedures



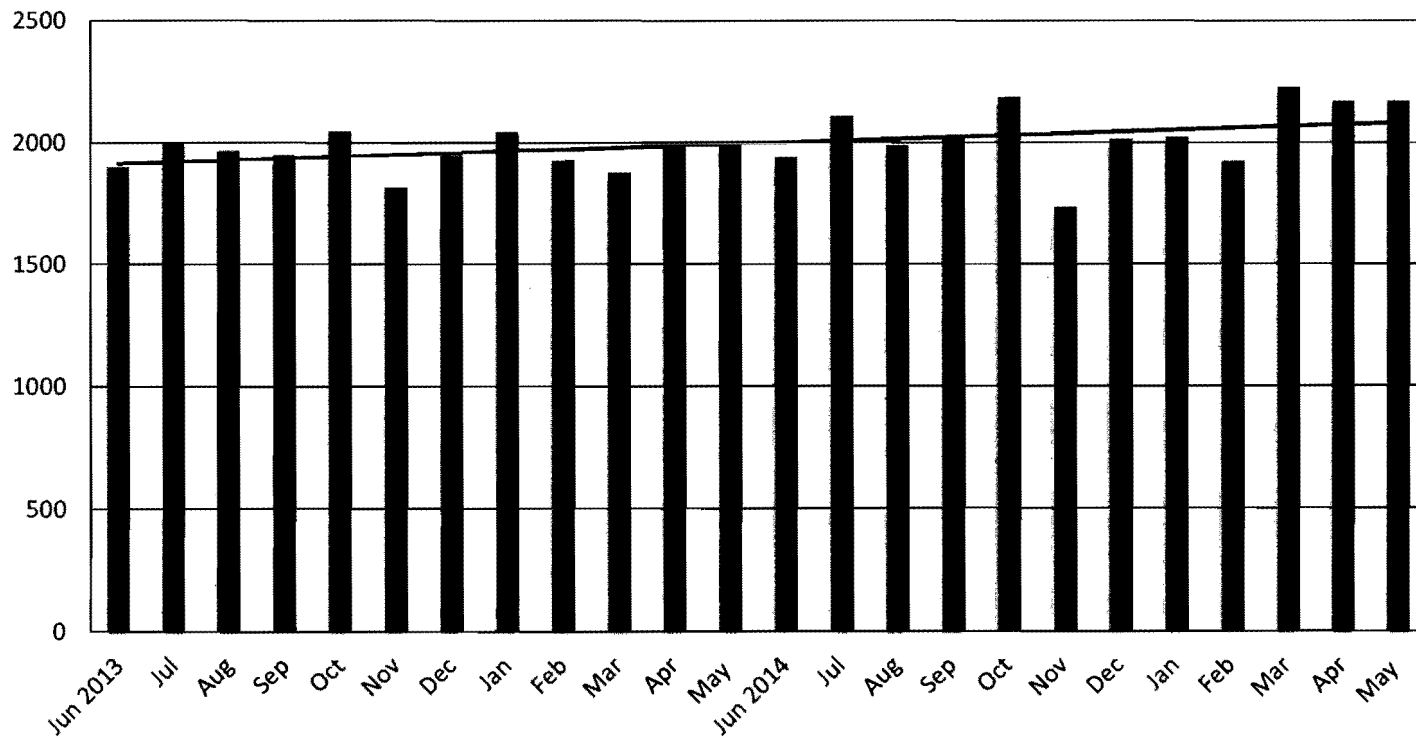
# DMH Trending Graphs

## Endoscopic Procedures



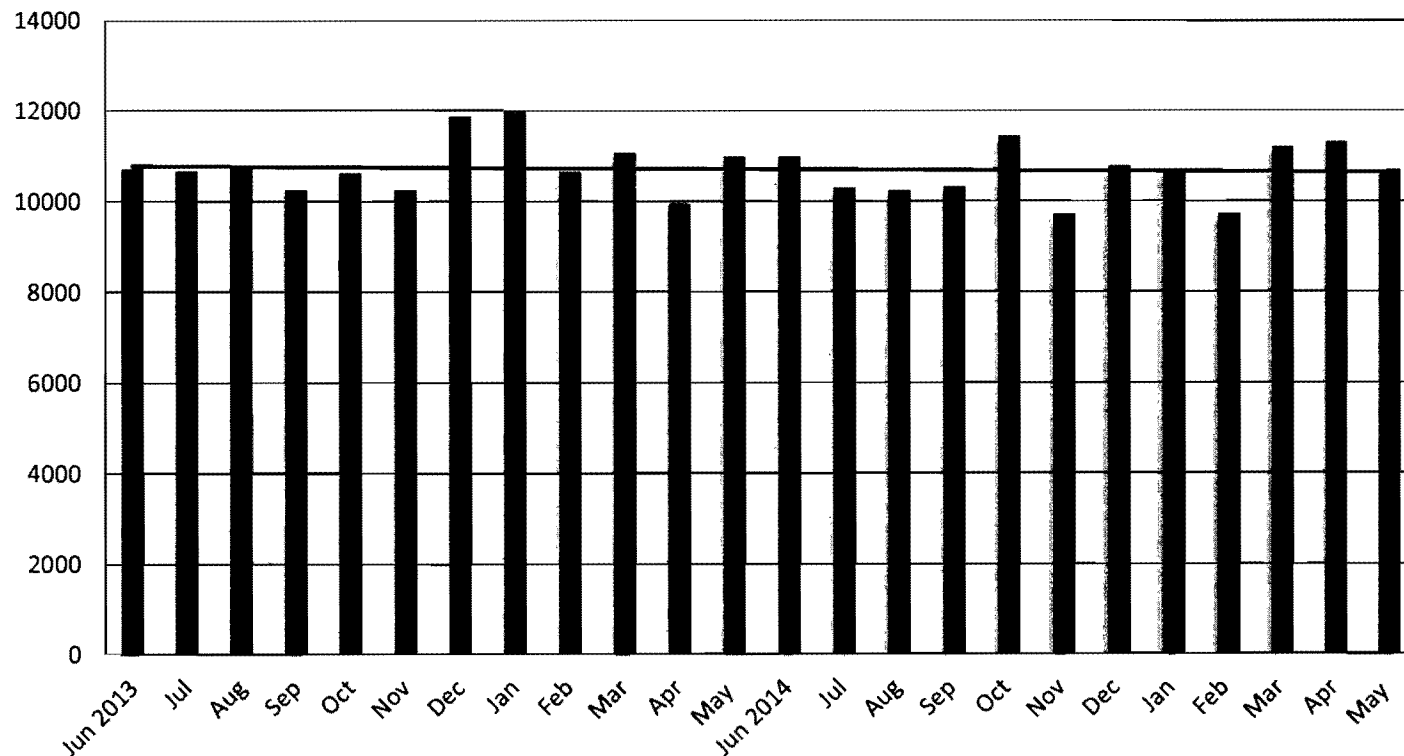
# DMH Trending Graphs

## Radiology Procedures



# DMH Trending Graphs

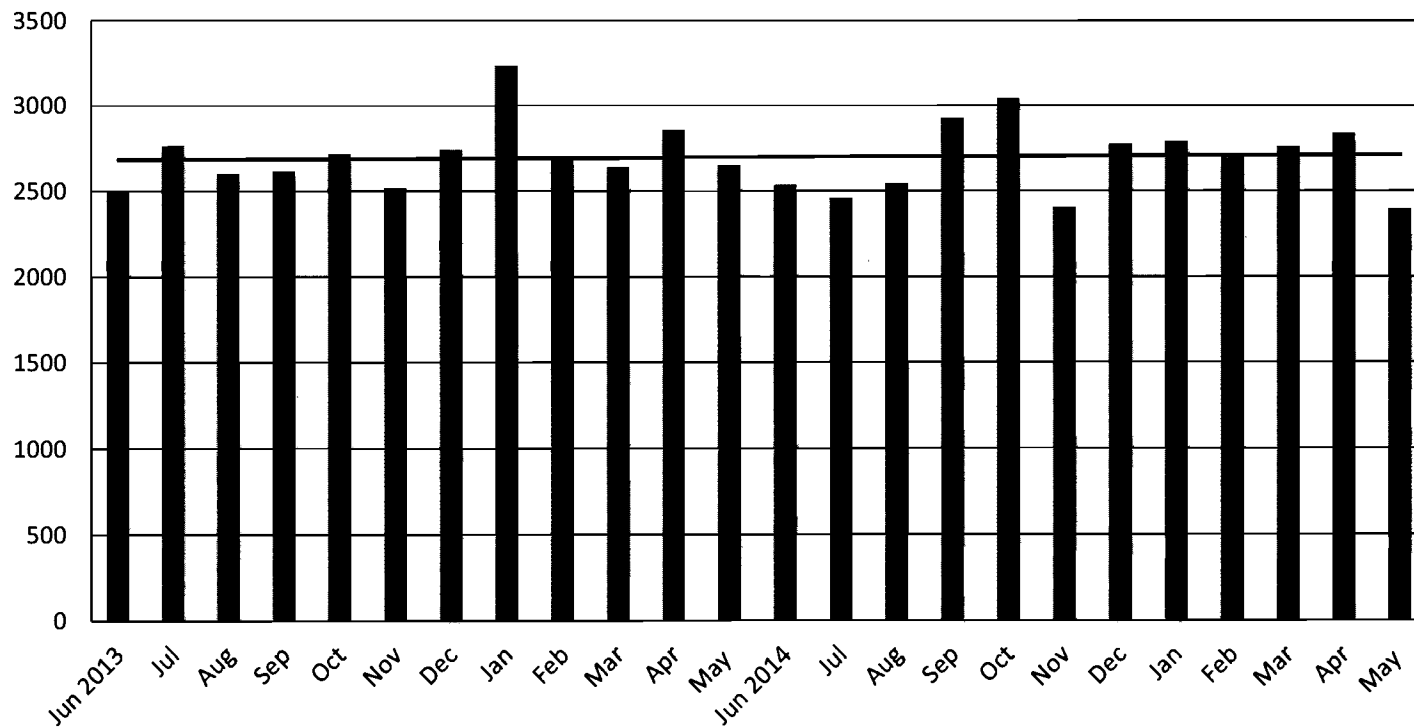
## Laboratory Procedures





# DMH Trending Graphs

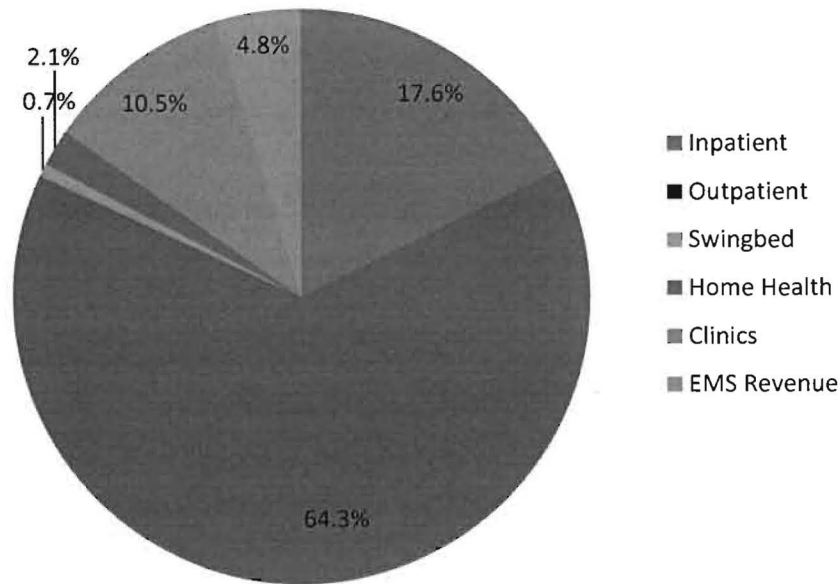
## Clinic Office Visits



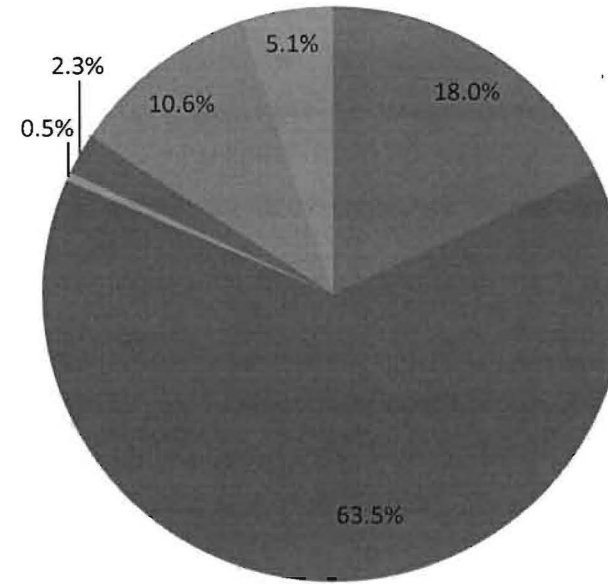
# DMH Trending Graphs

## Year-to-Date Gross Revenue

June 1, 2013 – May 31, 2014

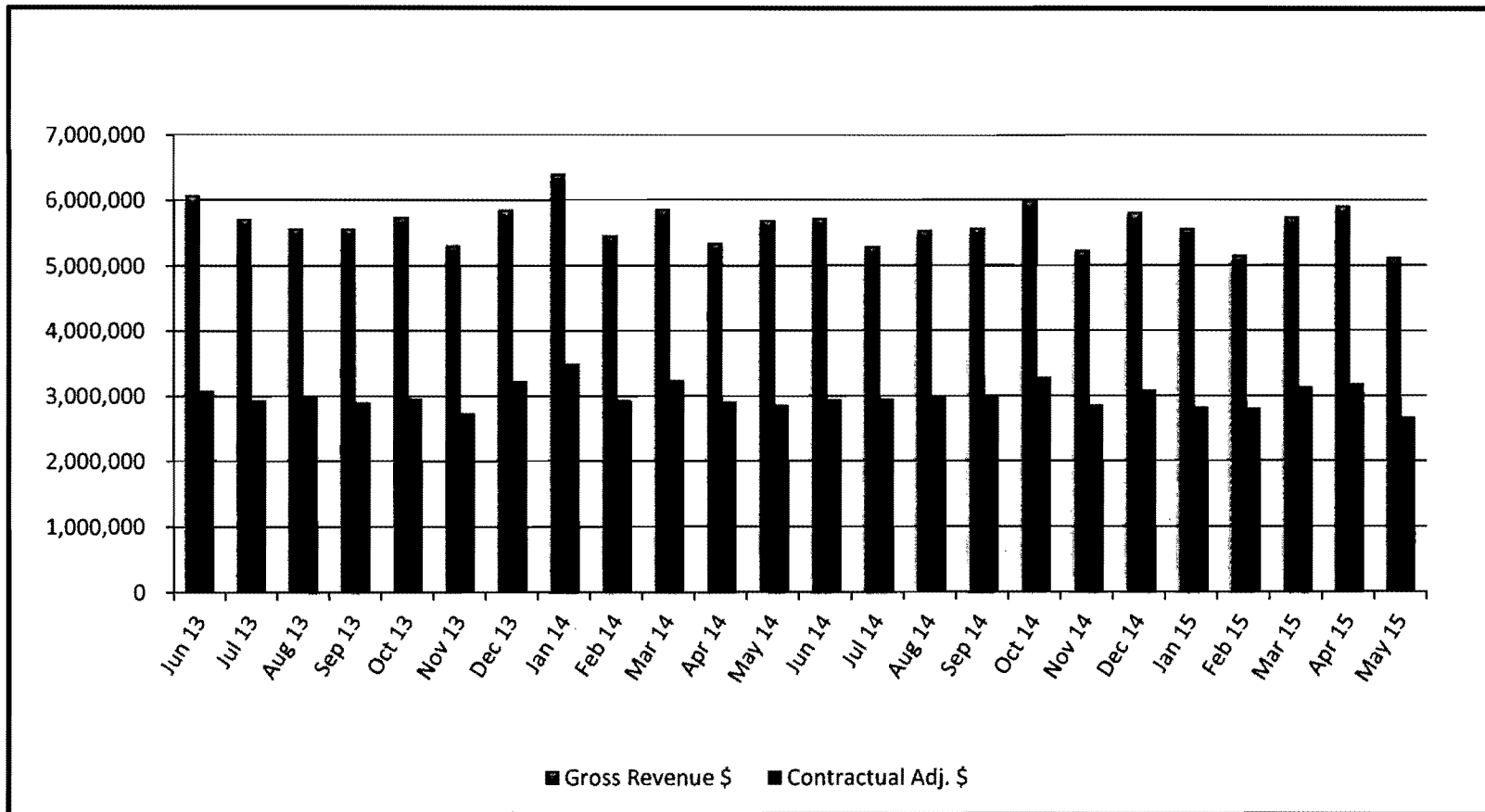


June 1, 2014 – May 31, 2015



# DMH Trending Graphs

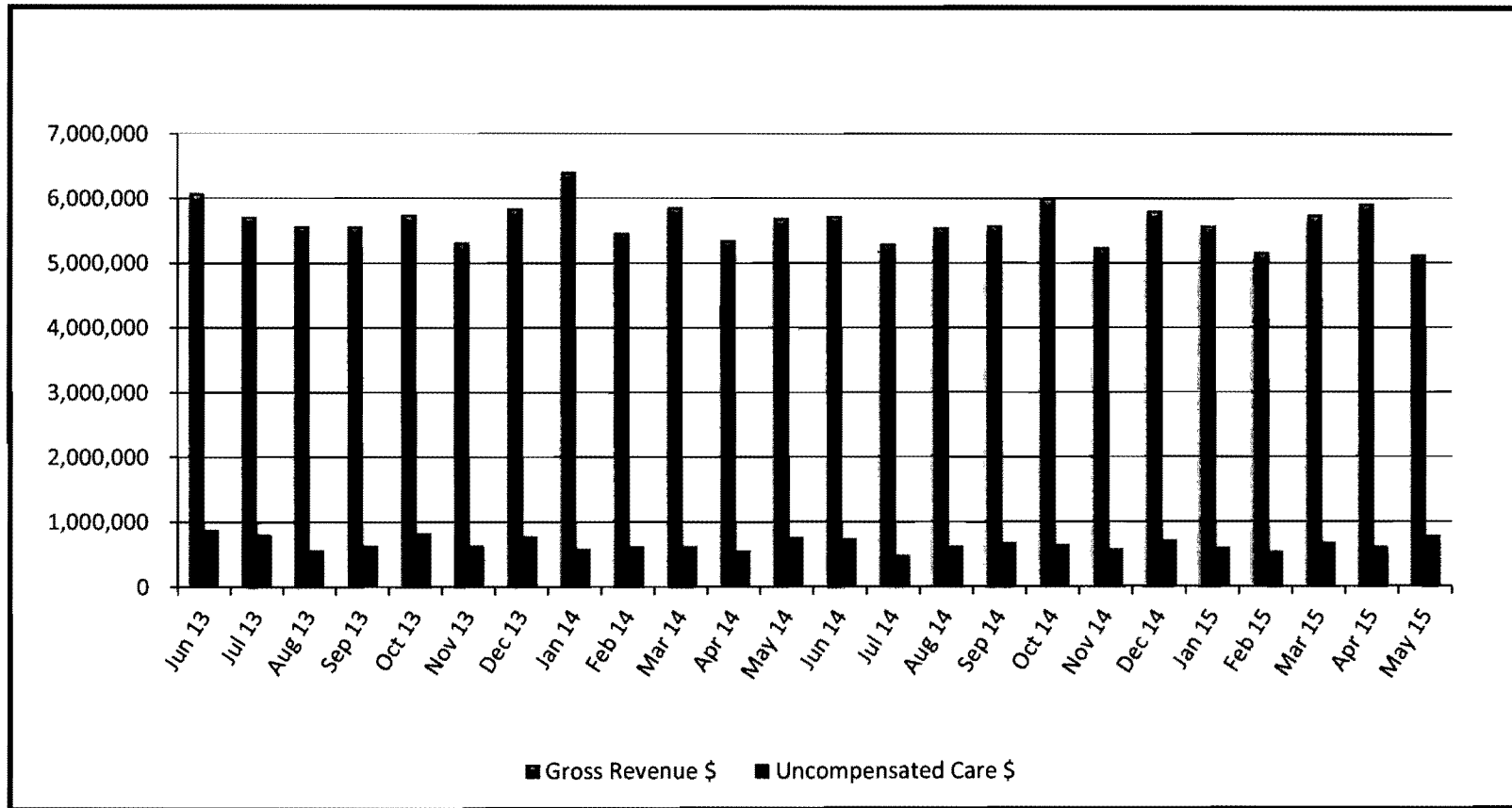
## Gross Revenue vs. Contractual Adjustments



Contractual Adjustments are 53.6% of Gross Revenue year-to-date.

# DMH Trending Graphs

## Gross Revenue vs. Uncompensated Care



Uncompensated Care is 11.5% of Gross Revenue year-to-date.



*A partnership with Tallahassee Memorial HealthCare*



Questions?



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

THE BOARD TO DISCUSS RESIDENTS' CONCERNS REGARDING  
THE KEATON BEACH BOAT RAMP, AS AGENDAED BY  
COMMISSIONER FEAGLE.



**MEETING DATE REQUESTED:**

AUGUST 18, 2015

**Statement of Issue:**

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:**

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

## Margaret Dunn

---

**From:** Dustin Hinkel  
**Sent:** Wednesday, August 12, 2015 10:45 AM  
**To:** Pam Feagle  
**Cc:** Margaret Dunn  
**Subject:** RE: Keaton Beach Boat Ramp

Yes ma'am. We will get it on the agenda under public requests.

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.

-----Original Message-----

From: Pam Feagle [mailto:pamfeagle@fairpoint.net]  
Sent: Wednesday, August 12, 2015 10:28 AM  
To: Dustin Hinkel <dustin.hinkel@taylorcountygov.com>  
Subject: Keaton Beach Boat Ramp

Dustin, would you pls put this item on the agenda for next tues aug 18 board meeting for discussion? I will send you a list of concerns later today. Thanks, Pam. Also if it can go closer to beginning because there may be some citizens there with comments.

Sent from my iPhone

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER THE APPOINTMENT OF AN APPLICANT TO THE TAYLOR COUNTY RECREATION ADVISORY BOARD (TCRAB).

**MEETING DATE REQUESTED:**

AUGUST 18, 2015

**Statement of Issue:** One application has been received in response to the County's solicitation for members.

**Recommended Action:** APPROVE THE APPOINTMENT

**Fiscal Impact:** NONE

**Budgeted Expense:**

**Submitted By:** COUNTY ADMINISTRATOR, 850-838-3500

**Contact:**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:**



Received 7/30/15



## 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

### Application for the Taylor County Recreation Advisory Board (TCRAB)

Name: Jessica Lundy Edwards

Address: PO box 276 Salem, FL Florida 32356

Phone: Home: 850-843-8211 Work: 850-838-3508 Fax: \_\_\_\_\_

Email: jess.edwards@ufl.edu

Please answer the following questions (use additional pages if necessary)

- |   |   |    |
|---|---|----|
| 1. Are you 18 years old or older?   | <input checked="" type="checkbox"/> Yes | No |
| 2. Are you a resident of Taylor County?   | <input checked="" type="checkbox"/> Yes | No |
| 3. Are you a registered voter in Taylor County?   | <input checked="" type="checkbox"/> Yes | No |
| 4. Are you willing to spend up to eight (8) hours per month for meetings and workshops? | <input checked="" type="checkbox"/> Yes | No |
| 5. Are you willing to attend all Board Meetings (emergencies excluded)?                 | <input checked="" type="checkbox"/> Yes | No |

### Education:

Are you a High School Graduate? ☒ Yes ☐ No

Name of School: Aucilla Christian Academy

Address: Monticello, Florida

### Post-Secondary Education:

Name of School NFCC CDA paraprofessional firstaide/cpr

Address: Madison Florida

**Technical Training:**

Name of School: TTI

Address: Taylor

**Certificates or Licenses Held:**

Please List: Business

**College Courses or Graduate:**

Name of School: \_\_\_\_\_

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

6. Do you or any family member have any affiliation with any business or company that has a vendor relationship with the Taylor County BCC or any other contractual relationship with the Taylor County Board of County Commissioners?

Yes

☒ No

If Yes, please explain:

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**7. Please list Board/Business/Volunteer/Work Experience:**

I have worked the concession stand for the Taylor/Lafayette County rec. dept., I volunteer in many

Of the 4-H programs. I worked in the Taylor County Schools for 7 years.

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**8. Why do you wish to serve on the Taylor County Recreation Advisory Board?**

I would like to serve on Taylor County Recreation Advisory Board to see better mantience and improvement of parks utilized by the public . To assist and advise recreation department of resident's suggestions, opinions, and interest in regards to the rec. dept and rules and programs offered to the public.

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**12. Further comments:**

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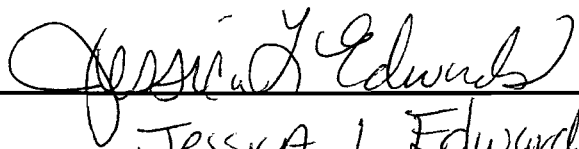
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On behalf of the Taylor County Board of County Commissioners, we thank you for taking the time to complete this application and for offering to volunteer your time, which serves as an investment into the future of recreation in our community.

Applicant Signature:   
Print Name: Jessica L. Edwards  
Date: 7-25-15

Please return your completed application to the County Administrator's office at 201 E Green Street, Perry, FL 32347, no later than 5:00 PM on July 14<sup>th</sup>, 2015. Applications may also be faxed to 850-838-3501 or emailed to [admin.assist@taylorcountygov.com](mailto:admin.assist@taylorcountygov.com).

9. Have you ever been charged with a misdemeanor or felony in any state or federal court? If yes, please explain in detail:

NO

10. The Taylor County Recreation Advisory Board representatives all sports played at the Taylor County Sports Complex. Please indicate which sport you would like to represent from the following choices in ranking order; first choice, second choice, and third choice and list your experience in each sport.

Rank/Choice: 6 Soccer: \_\_\_\_\_

Rank/Choice: 3 Football: child plays

Rank/Choice: 2 Baseball: child plays sport

Rank/Choice: 1 Softball: child plays / attend travel ball, lessons, rec. and school softball games/practices

Rank/Choice: 5 Basketball: \_\_\_\_\_

Rank/Choice: 7 Tennis: \_\_\_\_\_

Rank/Choice: 4 Users of the Trail: \_\_\_\_\_

11. The TCRAB will be meeting one or two times each month and participates in self-education and orientation. Do you foresee a problem in attending these events?

no

Received 8/13/15

**Request for Consideration Questionnaire for Taylor County  
Recreation Advisory Board (TCRAB)**

Name: JUSTIN K WEBB

Address: 602 W. BAY ST PERRY, FL 32347

Phone: Home: 850-838-1100 Work: 850-843-4993 Fax: \_\_\_\_\_

Email: ELFWEBB@COMCAST.NET

**Please answer the following questions (use additional pages if necessary)**

1. Are you 18 years old or older? ☒ Yes ☐ No
2. Are you a resident of Taylor County? ☒ Yes ☐ No
3. Are you a registered voter in Taylor County? ☒ Yes ☐ No
4. Are you willing to spend up to eight hour per month for meetings and workshops? ☒ Yes ☐ No
5. Are you willing to attend all Board Meetings (emergencies excluded)? ☒ Yes ☐ No

**Education:**

High School Graduate?

Name of School: Taylor County High School

Address: Perry FL

Post-Secondary Education:

Name of School: NFJC, FSU, CLU

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

Technical Training:

Name of School: \_\_\_\_\_

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

Certificates or Licenses Held:

Please List: OCCUPATIONAL SAFETY &  
HEALTH PROFESSIONAL

College Courses or Graduate:

Name: USF - OSHA COURSES

Address: TAMPA, FL

6. Do you or any family member have any affiliation with any business or company that has a vendor relationship with the Taylor County BCC or any other contractual relationship with the Taylor County Board of County Commissioners ?

Yes

NO

If Yes explain:

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

7. Please list Board/Business/Volunteer/Work Experience:

BOARDS - ECF, RESOURCES FOR MINISTERS, LIVING WATERS FELLOWSHIP

BUSINESS - 7 years of officiating - BASKETBALL, VOLLEYBALL, BASEBALL & SOFTBALL

VOLUNTEER - School System, Courts (counseling), Food Pantries etc

WORK - Sr. Painter 18 years, Sales 10 years, Construction & Safety 10 years

8. Why do you wish to serve on the Taylor County Recreation Advisory Board ?

To help give back to a Community that gave to me growing up.  
To help be a voice for the children in regard to sports  
and activities for them.

9. Have you ever been charged with a misdemeanor or felony in any state or federal court? If yes, please explain in detail: Yes No

10. The Taylor County Recreation Advisory Board will have representatives of all sports played at the Taylor County Sports Complex. Please indicate which sport you would like to represent from the following choices in ranking order; first choice, second choice and third choice and list your experience in each sport.

Soccer 4<sup>th</sup> my children played

Football 5<sup>th</sup> player

Baseball 2<sup>nd</sup> player & umpired

Softball 1<sup>st</sup> - played and umpired

Basketball 7<sup>th</sup> player and referee

Tennis 6<sup>th</sup> player & referee

Users of the Trail 3<sup>rd</sup> - my wife & I enjoying the Trails walking and jogging

**R E S O L U T I O N**

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **MSTU FUND** for the fiscal period ending September 30, 2015, to be in excess of the advertised budget.

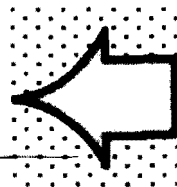
**BE IT RESOLVED** that the listed receipts and appropriations be added to, included in and transferred to the **MSTU FUND** budget for the fiscal year ending September 30, 2015.

<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$7,250	107-3699010	Miscellaneous Revenue
Expenditures:		
\$7,250	0192-56400	County Fire-Capital Outlay Equipment

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 18th day of August, 2015 at Perry, Taylor County, Florida, to amend the budget for the fiscal period ending September 30, 2015 with a motion by Commissioner \_\_\_\_\_, seconded by Commissioner \_\_\_\_\_, and carried unanimously.

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

\_\_\_\_\_  
Chairman



**FILED**

(Non-budgeted funds received from Georgia Pacific - for air fills provided by Taylor County Fire Dept)



## Tammy Taylor

---

**From:** Tammy Taylor <ttaylor@taylorclerk.com>  
**Sent:** Wednesday, August 12, 2015 9:50 AM  
**To:** 'Dan Cassel'  
**Subject:** RE: Tank Invoices

Okay, I will get the budget resolution prepared and place it on the agenda for the Aug. 18<sup>th</sup> meeting. thanks!!

**From:** Dan Cassel [mailto:ps.director@taylorcountygov.com]  
**Sent:** Wednesday, August 12, 2015 9:35 AM  
**To:** Tammy Taylor  
**Subject:** RE: Tank Invoices

I could use it in 56400 Capital Equipment

**From:** Tammy Taylor [mailto:ttaylor@taylorclerk.com]  
**Sent:** Tuesday, August 11, 2015 3:56 PM  
**To:** Dan Cassel <ps.director@taylorcountygov.com>  
**Cc:** Dustin Hinkel <dustin.hinkel@taylorcountygov.com>  
**Subject:** RE: Tank Invoices  
**Importance:** High

Hey Dan, we received the second check from GP in the amount of \$1,000, for a total of \$7,250 reimbursement for the tank fills (unanticipated revenue).

You asked if we could amend your current year budget, to allow you to expend those funds.....I will need to run that by Dustin.

Can you please give me the account code(s) and an explanation for the use of the funds?

Thanks!

Yammy

**From:** Dan Cassel [mailto:ps.director@taylorcountygov.com]  
**Sent:** Monday, August 03, 2015 4:52 PM  
**To:** Tammy Taylor  
**Subject:** RE: Tank Invoices

Sorry you didn't get it sooner I have been out of the office. The first two are for the \$6,250 and the other is another that we should be receiving shortly.

**From:** Tammy Taylor [mailto:ttaylor@taylorclerk.com]  
**Sent:** Monday, August 03, 2015 2:53 PM  
**To:** Dan Cassel <ps.director@taylorcountygov.com>  
**Subject:** RE: Tank Invoices  
**Importance:** High

Hey Dan-

Can I please get a copy of the Invoice that you sent to GP to support the \$6,250 receipt? I also need a copy of any subsequent invoices to them.

Thanks!!

Tammy

**GP Cellulose, LLC**PO Box 61270  
Phoenix, AZ 85062-1270VENDOR NUMBER  
0000035523DATE  
07-24-2015CHECK NUMBER  
6003518

DATE	INVOICE #	GROSS AMOUNT	DISCOUNT	NET AMOUNT	VOUCHER # PO # CNTR #
07/10/15	7102015-2	1,100.00	.00	1,100.00	
07/10/15	7102015-1	1,200.00	.00	1,200.00	
07/10/15	7102015-1B	500.00	.00	500.00	
07/10/15	7102015-1C	600.00	.00	600.00	
07/10/15	7102015-1E	900.00	.00	900.00	
07/10/15	7102015-1F	600.00	.00	600.00	
07/10/15	7102015-1G	800.00	.00	800.00	
07/10/15	7102015-1D	550.00	.00	550.00	

*To avoid errors:  
Send it to this  
unanticipated Review*

**TOTALS**

6,250.00

.00

6,250.00

Detach check along this perforation.

Detach check along this perforation.

THIS DOCUMENT CONTAINS VOID PANTOGRAPH, MICROPRINT BORDER, THERMOCHROMIC INK AND ARTIFICIAL WATERMARK.

**GP Cellulose, LLC**GP Cellulose, LLC  
PO Box 61270  
Phoenix, AZ 85062-1270J.P. Morgan Chase Bank, N.A.  
Syracuse, NY 13206

CHECK #: 0006003518

DATE: 07-24-2015

Press or rub with finger.  
If the green colored symbol disappears,  
this document is authentic.

PAY EXACTLY \$\*\*\*\*\*6,250.00

PAY

Six Thousand Two Hundred Fifty and 00/100 Dollars

TO THE  
ORDER OFTAYLOR GUNN  
501 INDUSTRIAL PARK DRIVE  
PERRY FL 32348

⑈0006003518⑈ ⑆021309379⑆

601875222⑈

**GP Cellulose, LLC**PO Box 61270  
Phoenix, AZ 85082-1270VENDOR NUMBER  
0000503286DATE  
08-07-2015CHECK NUMBER  
6003726

DATE	INVOICE #	GROSS AMOUNT	DISCOUNT	NET AMOUNT	VOUCHER # PO # CNTR #
07/23/15	7232015-1	1,000.00	.00	1,000.00	

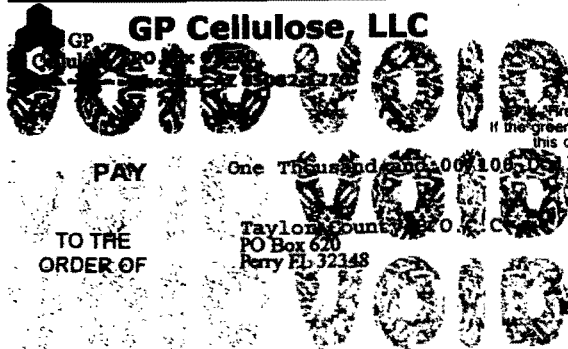
*107-3699010*  
*(TCFR)*  
*Bank bill*  
*Deposit*  
*8/14/15*

<b>TOTALS</b>	1,000.00	.00	1,000.00
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Detach check along this perforation.

Detach check along this perforation.

THIS DOCUMENT CONTAINS VOID PANTOGRAPH, MICROPRINT BORDER, THERMOCHROMIC INK AND ARTIFICIAL WATERMARK.

**GP Cellulose, LLC**JPMorgan Chase Bank, N.A.  
Syracuse, NY 13206CHECK #: **0006003726**

DATE: 08-07-2015

Press or rub with finger.  
If the green colored symbol disappears,  
this document is authentic.

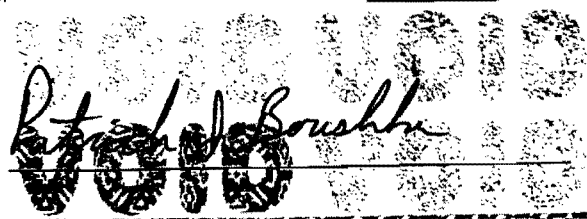
PAY

One Thousand and 00/100 Dollars

TO THE  
ORDER OFTaylor County, MO  
PO Box 620  
Perry FL 32148

PAY EXACTLY

\$\*\*\*\*\*1,000.00



⑈0006003726⑈ ⑆021309379⑆

601875222⑈



## Taylor County Fire Rescue

501 Industrial Park Dr.  
Perry, FL 32348  
[Phone] 850-838-3522 [Fax] 850-838-3524

# INVOICE

**INVOICE NO.** 7102015-1  
**DATE** 7/10/15  
**CUSTOMER P.O.** See Discription

### TO

Foley Cellulose LLC  
Attn: Invoice Approval  
3510 Contractors Rd.  
Perry, FL 32348  
[Phone]850-584-1842

### Remit Payment to

Taylor County B.O.C.C.  
Attn: Finance  
P.O. Box 620  
Perry, FL 32348

### JOB

SCBA Refill - Summary Invoice

DESCRIPTION	QUANTITY	AMOUNT	TOTAL
11/14/2015 Air bottles PO4500200505 4500psi	10.00	\$100.00	\$1,000.00
11/14/2015 Air bottles PO4500200505 3000psi	4.00	\$50.00	\$200.00
12/15/2015 Air bottles PO4500201732 4500psi	5.00	\$100.00	\$500.00
02/06/2015 Air bottles PO4500203731 4500psi	6.00	\$100.00	\$600.00
02/25/2015 Air bottles PO4500204657 4500psi	3.00	\$100.00	\$300.00
02/25/2015 Air bottles PO4500204657 4500psi	2.00	\$100.00	\$200.00
02/25/2015 Air bottles PO4500204657 3000psi	1.00	\$50.00	\$50.00
03/24/2015 Air bottles PO4500205729 4500psi	7.00	\$100.00	\$700.00
03/24/2015 Air bottles PO4500205729 Mini Escape	2.00	\$100.00	\$200.00
03/30/2015 Air bottles PO4500205967 4500psi	5.00	\$100.00	\$500.00
03/30/2015 Air bottles PO4500205967 Mini Escape	1.00	\$100.00	\$100.00
04/16/2015 Air bottles PO4500206776 4500psi	8.00	\$100.00	\$800.00
			\$0.00
TOTAL DUE			\$5,150.00

0 00 \*

5,150.00 +

1,100.00 +

3,250.00 \*

0.00 \*

0.00

## Taylor County Fire Rescue

501 Industrial Park Dr.  
Perry, FL 32348  
[Phone] 850-838-3522 [Fax] 850-838-3524

# INVOICE

**INVOICE NO.** 7102015-2  
**DATE** 7/10/15  
**CUSTOMER P.O.** 4500210614

## 10

Foley Cellulose LLC  
Attn: Invoice Approval  
3510 Contractors Rd.  
Perry, FL 32348  
[Phone]850-584-1842

**Remit Payment to**

Taylor County B.O.C.C.  
Attn: Finance  
P.O. Box 620  
Perry, FL 32348

**JOB**

## SCBA Refill

DESCRIPTION	QUANTITY	AMOUNT	TOTAL
Cougar SCBA 4500psi	11.00	\$100.00	\$1,100.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		TOTAL DUE	\$1,100.00



# INVOICE

Taylor County B.O.C.C.  
Attn: Finance  
P.O. Box 620  
Perry, FL 32348

### SCBA Refill

[illegible]

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON LEASE AMENDMENT P00008 FOR THE PERRY VA CLINIC, AS AGENDAED BY DANNY O'QUINN, SPECIAL PROJECTS.

**MEETING DATE REQUESTED:**

AUGUST 18, 2015

**Statement of Issue:** THIS AMENDMENT REFLECTS THE COST OF THE INSTALLATION OF INSULATION, A DRY WALL CEILING IN THE LOBBY, AND TO PURCHASE/INSTALL PLUMBING FIXTURES.

**Recommended Action:** APPROVE THE LEASE AMENDMENT

**Fiscal Impact:** NOT TO TAYLOR COUNTY

**Budgeted Expense:** N/A

**Submitted By:** DANNY OQUINN, SPECIAL PROJECTS

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:** ITEMIZED CHANGES AND LEASE AMENDMENT

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE

LEASE AMENDMENT NO. P00008

TO LEASE NO. VA248-13-L-0077

PDN Number:

LEASE AMENDMENT

ADDRESS OF PREMISES PERRY VA CLINIC  
1224 NORTH PEACOCK AVENUE

PERRY, FLORIDA 23247

THIS AMENDMENT is made and entered into between  
TAYLOR, COUNTY OF

201 E GREEN ST

PERRY FL 323472737

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:  
WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby  
acknowledged, covenant and agree that the said Lease is amended, effective 08-03-2015 as follows:

The purpose of this Supplemental Lease Agreement (SLA) is to change the total amount currently allocated for  
Build-out costs for the installation of insulation and a dry wall ceiling in the lobby and to purchase and  
install plumbing fixtures for the Clinic.

Therefore, the total amount of the Build-out costs has changed from \$126,934.24 to \$129,699, for an  
increase of \$2,764.76. The total amount of the Lease Agreement has changed from \$138,613.48 to \$141,378.24,  
for an increase of \$2,764.76

All other terms and conditions of the Lease Agreement, to include the annual shell rental amount of \$11,679.24,  
remain unchanged.

Funds for this action are covered under Obligation Number 573-C-43048, Modification #0005.

This Lease Amendment contains \_\_\_\_\_ pages.  
All other terms and conditions of the lease shall remain in force and effect.  
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: [Signature]  
Name: Destin Hinkel  
Title: County Administrator  
Entity Name: Taylor County  
Date: 8/3/15

FOR THE GOVERNMENT:

Signature: \_\_\_\_\_  
Name: RACHEL GRINER  
Title: Lease Contracting Officer  
Department of Veterans Affairs  
Date: \_\_\_\_\_

WITNESSED FOR THE LESSOR BY:

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**CONSTRUCTION PROJECT - ESTIMATE WORKSHEET**

Date 8/3/2015, Rev. 8

Sheet 1 of 1

**LOCATION**

 Perry VA Clinic  
Perry, Florida

 Project Name: **TAYLOR COUNTY VA CLINIC**

New Lease: YES

Tenant Improvements

Type of Estimate

☐ No Design

☒ Preliminary

☐ Final

☐ Other

Alt New Index

Building No.

Drawing No.

VA248-13-L-0077

None

**TENANT IMPROVEMENTS**
**LABOR**
**MATERIALS**
**SYSTEM**

	QTY	UNIT	\$/UNIT	TOTAL	QTY	UNIT	\$/UNIT	TOTAL	SYSTEM TOTAL
Supervisor	40	day	\$213	\$8,533				\$0	\$8,533
Mobilization	1	EA	\$4,423	\$4,423		EA		\$0	\$4,423
Demobilization	1	EA	\$4,423	\$4,423		EA		\$0	\$4,423
				0					
<b>Tenant Improvements</b>				0					
3.10 Exterior Signs					1	EA	\$1,000	\$1,000	\$1,000
H.D.A. Hand rail						EA	\$0	\$0	\$0
3.17 Accessibility				\$0	5	YARDS	\$95	\$475	\$475
3.18 Ceilings				\$0	1	JOB		\$3,117	\$3,117
3.19 Exterior and Common Area Doors and Hardware					1	JOB	\$5,980	\$5,980	\$5,980
3.21 and 5.08 Partitions					1	JOB	\$1,544	\$1,544	\$1,544
Exterior Entrance Door									\$0
3.23 Painting					10	GAL	\$36	\$360	\$360
3.24 Floors					47	BOX	\$47	\$2,209	\$2,209
Floor Glue - Product					4	GAL	\$65	\$260	\$260
3.25 Floor Covering and perimeters/glue					550	FEET	\$6	\$3,300	\$3,300
3.27 Electrical					1	JOB	\$1,653	\$1,653	\$1,653
3.29 Plumbing - hot & cold water risers and domestic waste and vent risers					2	EA	\$50	\$100	\$100
3.30 Drinking Fountain					1	LS	\$799	\$799	\$799
3.31 Restrooms (relocate 2 waterclosets, install 2 new lavatories, install 5 additional sinks, stall mirror at each sink, toilet paper dispensers in each restroom, coat hook in each restroom, sanitary napkin dispenser in each women's restroom and grab bars)				0	1	JOB	\$10,854	\$10,854	\$10,854
3.32 Plumbing fixtures				0	5	EA	\$330	\$1,650	\$1,650

 CO estimate  
Stanley to ins

3/26/2015

CO Increase

3/36/2015

3.33 Heating, ventilation and A/C - any ductwork that shall be reused or remain in place shall be cleaned.					2	EA	\$1,441	\$2,882	\$2,882	
3.34 Telecommunications: Room Construction					1	EA	\$5,000	\$5,000	\$5,000	Taylor Co. co
3.36 and 5.18 Lighting: Interior and Parking				\$0	1	JB	\$3,348	\$3,348	\$3,348	3/36/2015
5.03 Window Covering				\$0	1	JOB	\$260	\$260	\$260	
5.05 Interior Doors					2	JOB	\$2,776	\$5,552	\$5,552	Added another
5.06 Doors: Hardware					1	job	\$2,120	\$2,120	\$2,120	
5.07 Doors: Identification					16	EA	\$25	\$400	\$400	
5.08 Drywall Finish - Contracted out					1	JOB	\$2,507	\$2,507	\$2,507	5/12/2015
5.09 Wall Finishes					40	EA	\$13	\$502	\$502	
5.10 Painting					24	GAL	\$36	\$864	\$864	
5.11 Floor					1	JOB	\$3,540	\$3,540	\$3,540	
5.12 Heating and Air Conditioning					1	JOB	\$6,218	\$6,218	\$6,218	3/26/2015
5.13 Electrical: Distribution - EXCEPT TELEPHONE AND DATA OUTLETS					1	JOB	\$2,000	\$2,000	\$2,000	CO estimatec
5.14 Canopy - Front Entrance					1	JOB	\$5,000	\$5,000	\$5,000	
5.17 Casework for Lab, Room 105, and Reception Window, 103					1	JOB	\$6,077	\$6,077	\$6,077	3/26/2015
5.17(a) Eye Wash Station for Lab					1	JOB	\$350	\$350	\$350	
*****CHANGE ORDER #0006 (6/18/2015)*****										
Concrete Pad under spigot at the rear of the building needed for Janitorial Contractor					1	JOB	\$253	\$253	\$253	6/18/2015
*****CHANGE ORDER #0007 (7/24/2015)*****										
To provide Contractor to provide/install acoustal ceiling					1	JOB	\$800	\$800	\$800	7/24/2015
*****CHANGE ORDER #0008 (8/3/2015)*****										
To furnish and install insulation in space between rafters in vaulted ceiling of the lobby and install 1/2 inch, gypsum wallboard to complete the ceiling					1	JOB	\$602	\$602	\$602	8/3/2015
To provide for the installation of all plumbing fixtures at the Perry VA Clinic by Contractor, in lieu of inmate labor.					1	JOB	\$1,500	\$1,500	\$1,500	8/3/2015
*****CHANGE ORDER #0001 (1/6/2015)*****										1/6/2015
Sidewalk from parking lot: this figure could double if water/sewer services need to be routed					1	JOB	\$2,000	\$2,000	\$2,000	

	10' X 12' Shed with floor anchored to existing concrete slab					1	JOB	\$2,200	\$2,200	\$2,200
	Flag Pole installation					1	JOB	\$2,200	\$2,200	\$2,200
	Flag Pole light with sensor					1	JOB	\$334	\$334	\$334
	<b>SUB-TOTAL</b>									<b>\$107,190</b>
	OVERHEAD	10%								\$ 10,719
	SUB-TOTAL									<b>\$ 117,909</b>
	PROFIT	10%								\$ 11,791
	<b>TOTAL</b>									<b>\$ 129,699</b>

I this cost element  
tall handrails

I unit price - \$1 too low

uld not price this properly

er door for the IT room

I this cost element

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO REVIEW AND APPROVE A CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES WITH PREBLE-RISH, INC., FOR HIGHWAY AND BRIDGE/STRUCTURAL DESIGN SERVICES, AS AGENDAED BY THE COUNTY ENGINEER.

**MEETING DATE REQUESTED:**

AUGUST 18, 2015

**Statement of Issue:**

**Recommended Action:** APPROVE THE CONTRACT

**Fiscal Impact:** CONSULTANT TO PROVIDE SERVICES ON AN "AS NEEDED" BASIS

**Budgeted Expense:**

**Submitted By:** COUNTY ENGINEER, 850-838-3500

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

## **CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between TAYLOR COUNTY, hereinafter referred to as the "COUNTY" and \_\_\_\_\_, a Florida Corporation \_\_\_\_\_, whose mailing address is 502 East Park Avenue, Tallahassee, Florida 32301 \_\_\_\_\_ (herein referred to as "CONSULTANT").

### **RECITALS**

The COUNTY desires to engage a consultant to provide it with Professional Engineering services on an as-needed basis. The PROFESSIONAL SERVICES will include:

***Highway and Bridge/Structural Design Services*** as more thoroughly described in Exhibit A.

The COUNTY has followed the selection and negotiating process required by the Florida Consultants Competitive Act established by § 287.055, Florida Statutes ("Act").

Pursuant to and in accordance with the provisions of the Act, the COUNTY has selected the CONSULTANT to provide consulting services, when and as-needed, and when as requested by the COUNTY, for any County projects, and desires to enter into this Contract ("Contract") to establish procedures and provide general terms and conditions whereby and under which such services shall be rendered or performed.

It is the intent of the parties that the CONSULTANT shall perform services with respect to projects only when, requested and authorized in writing by the COUNTY and that each request for such services shall be a specific project, with the basic scope of the work to be performed by and compensation to be paid to the CONSULTANT for each separate project to be negotiated between the COUNTY and the CONSULTANT and be defined and embodied in a separate Task Work Order to be sequentially numbered beginning with Task Work Order \_\_\_\_\_ 001 \_\_\_\_\_. Each Task Work Order shall include and shall incorporate in it all of the general provisions of the Contract, together with such items and provision as may be mutually agreed upon by the parties as to each Task Work Order.

The Contract is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the CONSULTANT to provide and perform professional services to the COUNTY when and as needed, but is subject to being terminated as provided for in this agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals:** The above are all true and accurate and are incorporated herein and made part of this Contract.

2. **Definitions:** The following definitions of the terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to intended usage, implication, and interpretation of the terms pertaining to this Contract:
- a. **"COUNTY"** means Taylor County, Florida and any official and/or employee thereof who shall be dully authorized to act on the COUNTY's behalf relative to this Contract.
  - b. **"CONSULTANT"** means the firm of Preble-Rish, Inc., which has executed this Contract, and which shall be legally obligated, responsible and liable for providing and performing any and all of the services and/or work in accordance with each signed Task Work Order.
  - c. **"PROFESSIONAL SERVICES"** means all of the service, work, materials, and all related professional, technical, and administrative activities, which are necessary to be provided and performed by the CONSULTANT and its employees, and any and all sub-Consultants that the CONSULTANT may engage to provide, perform and complete the services required pursuant to the covenants, terms and provision of this Contract and any and all Task Work Orders thereto.
  - d. **"SUB-CONSULTANT"** means any individual or firm offering professional services, which is engaged by the CONSULTANT or sub-Consultant in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide, and perform under this Contract and any and all Task Work Orders thereto. The COUNTY shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the CONSULTANT and any sub-Consultant.
  - e. **"PARTIES"** means the signatories to this Contract.
3. **Engagement of the CONSULTANT:** The COUNTY hereby engages the CONSULTANT to provide the COUNTY with professional services with respect to any County Project, which from time to time, the COUNTY may request the CONSULTANT to perform.
4. **Professional Services:** The CONSULTANT agrees to and shall render and perform such professional services as more fully detailed in Exhibit A to this Agreement, in accordance with the terms and conditions of the Contract and any and all Tasks Work Orders when and as requested by the COUNTY.
5. **Request for Specific Services:** The CONSULTANT shall perform no services to the COUNTY until specifically requested to do so by the COUNTY. Each request for services to be rendered and performed by the CONSULTANT shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to the CONSULTANT for such separate project to be negotiated and agreed upon between the COUNTY and the CONSULTANT and defined by and



embodied in a separate Task Work Order. Each Task Work Order covering each separate project shall include all of the general provisions of this Contract, together with such other and provisions mutually agreed upon by and between the COUNTY and the CONSULTANT.

6. **Term of Contract:** This Contract is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the CONSULTANT to provide and perform services to the COUNTY when and as needed and requested by the COUNTY and shall commence on the date of execution, shall automatically renew for a maximum of five years, and end no later than September 30, 2019, or until such time it is terminated as permitted and authorized herein. No extensions beyond this term will be approved without written consent/approval of the COUNTY.
7. **Compensation and Method of Payment:** The COUNTY agrees to pay the CONSULTANT compensation for its services rendered to the COUNTY for each specific services requested by the COUNTY in an amount and method negotiated between the COUNTY and the CONSULTANT, which amount and method may be based on a lump sum plus reimbursable expenses, prevailing standard hourly rates plus reimbursable expenses (as set forth in the attached Standard Fee Schedule dated \_\_\_\_\_ May, 2015 \_\_\_\_\_) or any other method as provided for in each Task Work Order. The contract will have a cumulative amount limit of \$1.5 million.
8. **Insurance:** The CONSULTANT agrees to and shall procure and maintain insurance during the term of this Contract as follows:
  - a. Comprehensive General Liability insurance covering as insured the CONSULTANT and the COUNTY with limits of liability of not less than \$1,000,000.00 for Bodily Injury or death to any person or persons and for property damage;
  - b. Workers' Compensation insurance for the benefit of the employees of the CONSULTANT, as required by the laws of the State of Florida;
  - c. Professional Liability insurance for "Errors and Omissions" covering as insured the CONSULTANT with not less than a \$1,000,000.00 limit of liability.
  - d. Before commencing any work under this Contract, or any Task Work Order, the CONSULTANT shall furnish to the COUNTY a certificate or certificates in a form satisfactory to the COUNTY showing that the CONSULTANT has complied with the requirements of insurance under this paragraph. All certificates shall provide that the policy or policies of insurance shall not be changed or cancelled until at least ten (10) days prior written notice shall have been given to the COUNTY.
9. **Indemnity:** The CONSULTANT agrees to and shall indemnify, and hold harmless the COUNTY and its officers, agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character arising out of or brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any asserted negligent act, errors, or omissions of the CONSULTANT or its agents, employees, or sub-contractors. The CONSULTANT is not required hereunder to indemnify and hold harmless the COUNTY, its officers, agents, or employees, or any of them from liability

based upon their own negligence. The indemnity required hereunder shall not be limited by reason of the specifications or any particular insurance coverage in this Contract.

10. **Liability:** The CONSULTANT shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the COUNTY caused by the errors, omissions or negligence of the CONSULTANT, or by any sub-Consultant engaged by the CONSULTANT in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all Task Work Orders thereto, and for any and all damages, losses, and expenses to the COUNTY arising out of the CONSULTANT's negligent performance of any of its obligations contained in this Contract and any and all Task Work Orders thereto. The CONSULTANT shall be liable and agrees to be liable for an shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the CONSULTANT's errors, omissions, negligence, or those of any and all sub-Consultants engaged by the CONSULTANT during the providing, performing and furnishing of services, work or materials pursuant to this Contract and any and all Task Work Orders thereto. Nothing in this agreement shall be construed as a waiver of the COUNTY's sovereign immunity as provided for under Chapter 768 Florida Statutes.
11. **Licenses:** The CONSULTANT agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to the Contract and any and all Task Work Orders thereto.
12. **Personnel:** The CONSULTANT agrees that when the services to be provided under this Contract, or any Task Work Orders thereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that the CONSULTANT will employ and retain the services of such qualified persons to render the services to be provided pursuant to this Contract and/or all Task Work Orders thereto.
13. **Timely Accomplishment of Services:** The CONSULTANT agrees to employ, engage, retain, and/or assign an adequate number of personnel throughout the period of this Contract so that all professional services provided pursuant to this Contract and any and all Task Work Orders thereto, will be provided, performed and completed in a diligent, continuous manner consistent with sound professional practices.
14. **Standards of Professional Service:** The CONSULTANT agrees to provide and perform the professional services provided pursuant to this Contract and any and all Task Work Orders thereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of applicable governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed by consultant for the COUNTY, and by any sub-Consultant engaged by the CONSULTANT.

15. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in Contract:** It is the intent and understanding of the parties to this Contract and all Task Work Orders that each and every provision of law required to be inserted in this Contract and all supplemental Agreements shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then this Contract shall, upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.

16. **Termination:** The failure of either party to comply with any provision of the contract shall place that party in default. Prior to terminating the contract, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

The defaulting party shall be given seven (7) days in which to cure the default. The County Administrator is authorized to provide written notice of termination on behalf of the COUNTY, and if the default situation is not corrected within the allotted time, the County Administrator is authorized to provide final termination notice on behalf of the COUNTY to the CONSULTANT.

The COUNTY may terminate a Task Work Order or the Contract without cause by first providing at least thirty (30) days written notice to the CONSULTANT prior to the termination date. The County Administrator is authorized to provide written notice of termination on behalf of the COUNTY. Upon any such termination, the CONSULTANT shall be paid for all service performed to the date of such termination.

In the event funds to finance a Task Work Order or the Contract become unavailable, the COUNTY may terminate the Task Work Order or Contract with no less than twenty-four hours notice in writing to the CONSULTANT. The COUNTY shall be the final authority as to the availability of funds. Upon any such termination, the CONSULTANT shall be paid for all service performed to the date of such termination.

17. **Independent Contractor:** It is understood and agreed that the CONSULTANT is an independent contractor with no express or implied authority to act for or to obligate the COUNTY, except as specifically provided for in the Contract.
18. **Documents:** Original project documents prepared by the CONSULTANT under this Contract and all Task Work Orders are, and shall remain, the property of the COUNTY, and shall be delivered to the COUNTY upon final completion or termination of the project covered by any specific Task Work Order. Original project documents shall include, but not be limited to, original drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes, planning reports and as-built drawings. All documents including drawings and technical specifications prepared by the CONSULTANT pursuant to this Contract and any specific Task Work Orders are instruments of service in respect to the project and the COUNTY shall have the right to use and reuse all such documents and to furnish to others to use or reuse such

documents without the consent of the CONSULTANT. Any reuse will be at the COUNTY's sole risk and without liability or legal exposure to the CONSULTANT.

19. **Approval of Plans and Documents by the COUNTY Not Deemed Release:** Approval of the COUNTY of any plans, drawings, documents, specifications, or work prepared or provided by the CONSULTANT under this Contract and any specific Task Work Order shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; nor shall such approval be deemed to the assumption of such responsibility of the COUNTY for any error or omission in the designs, working drawings, and specifications or other documents prepared by the CONSULTANT, its employees, agents, sub-Consultants.
20. **Effective and Binding:** The Contract shall not become effective or binding upon the COUNTY unless and until the COUNTY Commission shall have authorized its execution and any subsequent Task Work Order(s).
21. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. It is further agreed and understood that in any event of any litigation between the COUNTY and the CONSULTANT arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Contract, Taylor County, Florida shall be the proper and exclusive venue for filing any lawsuit with respect to any such litigation.
22. **Attorneys' Fees and Cost:** In the event of default by either party under the terms of the Contract, the defaulting part shall be liable for, and agrees to pay all cost and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.
23. **Grant Funds:** It is anticipated that the COUNTY may, from time to time, be awarded grants from various sources to pay or partially pay for engineering and consulting fees for certain County Projects, as well as providing funds for the cost of any specific County Project. The CONSULTANT agrees to and shall abide by and be subject to all reasonable requirements, which may be imposed under any such grant awarded to the COUNTY.
24. **Non-Exclusive Contract:** The parties hereto agree that this Contract is non-exclusive and the COUNTY has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if the COUNTY and the CONSULTANT are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.
25. **Successors and Assigns:** Neither the COUNTY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Contract with the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. 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 prevent the CONSULTANT from employing such independent professional associates and consultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder. Nothing under this Contract shall be construed to give any rights or benefits in this Contract to anyone other than the COUNTY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to the Contract will be for the sole and exclusive benefit of the COUNTY and the CONSULTANT and not for the benefit of any other party. It is understood and agreed that the COUNTY shall have the absolute right, at the end of the term of this Contract to employ other consulting firms after the termination of the Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.

26. **Special Provisions:** It is further mutually agreed by the parties hereto that the CONSULTANT shall proceed to furnish services in any phase of the project under the terms heretofore provided in this Contract, after Notice to Proceed has been given by the COUNTY to commence services on any County Project identified in any Task Work Order. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract.

The CONSULTANT agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR Part 60); and agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970; and will maintain an Affirmative Action Program and agrees to and shall abide by and comply with applicable rules, regulations, standards, and requirements pertaining to employee safety and health as may be adopted from time to time and those which are adopted and enforced by the Division of Safety, Florida Department of Labor and Employment Safety, in all public sector employment locations.

The CONSULTANT agrees that the COUNTY and all other governmental entities, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to any specific grant program or specific project under any Task Work Order for the purpose of making audit, examinations, excerpts and transcriptions for a period of up to three (3) years after the COUNTY makes final payment and all other pending matters are closed. The CONSULTANT has a "drug-free workplace" program, which will remain in effect.

27. **Entire Agreement:** This Contract constitutes the entire agreement between the COUNTY and the CONSULTANT and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

28. **Parties Bound:** This Contract shall be binding upon and shall inure to the benefit of the COUNTY and Consultant, their successors and assigns.

29. **E-Verify System – U.S. Division of Homeland Security:**

1. Consultant shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by the CONSULTANT during the term of the contract; and
2. Consultant shall expressly require any subcontractors performing work or providing services pursuant to the state contract likewise utilize the U.S. Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract.

30. **Federal Requirement:**

The following terms apply to this Agreement for any such Project or Task Work Order(s) which involves the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency and the Florida Department of Transportation, when applicable, relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. **Compliance with Regulations:** The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. **Nondiscrimination:** The CONSULTANT, with regard to the work performed during the contract, will not discriminate on the basis of race, color, national origin, gender, age, disability, religion or family status in the selection and retention of SUB-CONSULTANTS, including procurements of material and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations made by the CONSULTANT, either by competitive bidding or negotiation for

work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, gender, age, disability, religion or family status.

- F. Information and Reports: The CONSULTANT will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the Local Agency, Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
- (1) withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation of Provisions: The CONSULTANT will include the provisions of Paragraphs C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the Local Agency and the Florida Department of Transportation to enter into such litigation to protect the interests of the Local Agency and the Florida Department of Transportation, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

- I. Interest of Members of Congress: No member or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- K. Participation by Disadvantaged Business Enterprises: The CONSULTANT shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the CONSULTANT and any SUB-CONSULTANT or contractor.

The Consultant, sub-recipient or subcontractor shall not be discriminated on the basis of race, color, gender, religion, age, disability, marital status or national origin in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT- assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the CONSULTANT at any time learns that the certification it provided the COUNTY in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONSULTANT shall provide immediate written notice to the COUNTY. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the CONSULTANT in all lower tier covered transactions and in all aforementioned federal regulation.
- N. The COUNTY hereby certifies that neither the Consultant nor the Consultant's representative has been required by the COUNTY, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

(1) employ or retain, or agree to employ or retain, any firm or person, or

(2) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;



The COUNTY further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The CONSULTANT hereby certifies that it has not:

- (1) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this contract;
- (2) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
- (3) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The CONSULTANT further acknowledges that this agreement will be furnished to the COUNTY, the Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

### **31. Public Records**

The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Specifically, if the CONSULTANT is acting on behalf of a public agency the CONSULTANT shall:

- (1) Keep and maintain public records that ordinarily would be required by the COUNTY in order to perform the services being performed by the CONSULTANT.
- (2) Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT 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 COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure by the CONSULTANT to grant such public access shall be grounds for immediate and unilateral cancellation of this Agreement by the COUNTY. The CONSULTANT shall promptly provide the COUNTY with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide the COUNTY a copy of the CONSULTANT's response to each such request.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract for Professional Engineering Services as of the day and year first above written.

Signed, sealed and delivered  
In the presence of:

TAYLOR COUNTY, FLORIDA

\_\_\_\_\_  
Witness

By: PAT PATTERSON  
Chairman

\_\_\_\_\_  
Print

ATTEST:

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

Signed, ~~sealed~~ and delivered  
In the presence of:

[Signature]  
Witness

By: [Signature]

Tina Elkins  
Print

Debra J. Preble  
Print

[Signature]  
Witness

(SEAL)

Jon Sims  
Print

## **EXHIBIT "A"**

### **HIGHWAY AND BRIDGE/STRUCTURAL DESIGN**

#### **SCOPE OF SERVICES**

## **TABLE OF CONTENTS**

<b>1.0</b>	<b>PURPOSE .....</b>	<b>1</b>
<b>2.0</b>	<b>SCOPE .....</b>	<b>1</b>
2.1	FDOT WORK CLASSIFICATIONS .....	1
<b>3.0</b>	<b>DEFINITIONS .....</b>	<b>2</b>
<b>4.0</b>	<b>PROJECT DESCRIPTION.....</b>	<b>2</b>
<b>5.0</b>	<b>PROJECT COMMON AND PROJECT GENERAL TASKS:.....</b>	<b>2</b>
5.1	SPECIFICATIONS PACKAGE AND CONSTRUCTION CHECKLIST PREPARATION .....	4
5.2	POST DESIGN SERVICES .....	5
5.3	ELECTRONIC/DIGITAL DELIVERY .....	5
<b>6.0</b>	<b>ROADWAY ANALYSIS .....</b>	<b>5</b>
6.1	TRAFFIC CONTROL ANALYSIS .....	5
6.2	TRAFFIC CONTROL PLAN DESIGN FILES.....	6
6.3	DESIGN VARIATIONS AND EXCEPTIONS.....	6
6.4	DESIGN REPORT. ....	6
6.5	QUANTITIES.....	6
<b>7.0</b>	<b>ROADWAY PLANS .....</b>	<b>6</b>
7.1	ENVIRONMENTAL DETAIL SHEETS.....	6
<b>8.0</b>	<b>DRAINAGE ANALYSIS.....</b>	<b>6</b>
<b>9.0</b>	<b>UTILITIES .....</b>	<b>7</b>
<b>10.0</b>	<b>ENVIRONMENTAL PERMITS, COMPLIANCE AND CLEARANCES:.....</b>	<b>7</b>
10.1	PRELIMINARY PROJECT RESEARCH.....	7
10.2	COMPLETE AND SUBMIT ALL REQUIRED PERMIT APPLICATIONS .....	7
10.3	CONTAMINATION IMPACT ANALYSIS .....	7
<b>11.0</b>	<b>STRUCTURES-SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS .....</b>	<b>7</b>
<b>12.0</b>	<b>PROJECT REQUIREMENTS .....</b>	<b>8</b>
12.1	KEY PERSONNEL .....	8
12.2	PROGRESS REPORTING.....	8
12.3	PROFESSIONAL ENDORSEMENT.....	8
12.4	COORDINATION WITH OTHER CONSULTANTS.....	8
<b>13.0</b>	<b>INVOICING INSTRUCTIONS:.....</b>	<b>8</b>

**SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES**  
**HIGHWAY AND BRIDGE/STRUCTURAL DESIGN**

**1.0 PURPOSE:**

This scope of services describes and defines the Highway and Bridge/Structural Design services which are required in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein. The services to be provided under this agreement will be provided on an as needed basis using Task Work Order issued by the Department. The Task Work Order (TWO) will identify the project on which the services are to be provided and the authorized date for the services to begin.

**2.0 SCOPE:**

Provide services as defined in this Scope of Services, subsequent TWOs, and COUNTY contract documents. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement.

**2.1 FDOT Work Classifications:**

Major work groups include:     ***3.1 Minor Highway Design***  
  ***4.1.1, 4.1.2 Structure & Bridge Design***

Minor work groups include:     ***6.1, 7, 7.1, 7.2, 7.3, and 8.2***

The general objective is for the CONSULTANT to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with the policies, procedures and requirements of the of the COUNTY, FDOT as may be required. It should be noted that the COUNTY processes may differ from that of the CONSULTANT. Contract documents prepared by CONSULTANT will be used by the COUNTY to bid the project and the Contractor to build the project. Additionally, these Contract documents will be used by the COUNTY or its Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the project. The CONSULTANT shall follow a systems engineering process to ensure that all required project components are included in the development of the Contract documents and the project can be built as designed and to specifications.

The Scope of Services establishes which items of work in the Florida Green Book, FDOT Plans Preparation Manual and other pertinent manuals are specifically prescribed to accomplish the work included in this contract, and also indicate which items of work will be the responsibility of the CONSULTANT and/or the COUNTY.

The CONSULTANT shall be aware that as a project is developed, certain minor modifications and/or minor improvements to the original concepts not materially impacting the CONSULTANT's cost of performance may be required. The CONSULTANT shall incorporate these refinements into the design and consider such refinements to be an anticipated and integral part of the work. This shall not be a basis for any supplemental fee request(s).

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the COUNTY, the Florida Department of Transportation and others as necessary, management of time and resources, and documentation.

The CONSULTANT shall set up and maintain throughout the design of the project, a contract file in accordance with COUNTY procedures. CONSULTANT is expected to know the laws and rules governing their professions and are expected to provide services in accordance with current regulations, codes and ordinances and recognized standards applicable to such professional services. CONSULTANT shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this agreement to COUNTY standards and procedures. CONSULTANT shall minimize to the maximum extent possible the COUNTY's need to apply its own resources to assignments authorized by the COUNTY.

The COUNTY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of contract documents, including Construction documents. The COUNTY's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The COUNTY may provide job-specific information and/or functions as outlined in this contract, if favorable.

### **3.0 DEFINITIONS:**

- A. Agreement: The Professional Services Agreement between the COUNTY and the CONSULTANT setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. Contractor: The individual, firm, or company contracting with the COUNTY for performance of work or furnishing of materials.
- C. Construction Contract: The written agreement between the COUNTY and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- D. CONSULTANT: The Consulting firm under contract to the COUNTY for administration of Design, Specification and Plan Preparation services.
- E. Engineer of Record: The Engineer noted on the Construction plans as the person in responsible charge for the design and preparation of the plans.

### **4.0 PROJECT DESCRIPTION:**

The CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies and/or activities. Each project description will be defined in each individual Task Work Order (TWO).

### **5.0 PROJECT COMMON AND PROJECT GENERAL TASKS:**

#### **Project Common Tasks**

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities. These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. Prior to 60% plans and completion of quantities, any estimating process such as a spreadsheet may be used to produce a conceptual estimate. The quantities will

be developed (beginning at 60% plans and no later than 90% plans). A Summary of Pay Items sheet shall be prepared with all required phase submittals. The number of phase submittals will vary by project and will be determined by the COUNTY at each project kick-off.

In providing estimates of construction cost, the COUNTY understands that the CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the method of pricing of bidders or proposers, and that the CONSULTANT's estimates are made on the basis of the CONSULTANT's professional judgment and experience. The CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the construction will not vary from the CONSULTANT's estimate of probable construction cost.

The CONSULTANT shall contact the COUNTY for details of the current format to be used before starting preparations of the specification package and any applicable Technical Special Provisions.

Field Reviews: The CONSULTANT shall make as many trips to the project site as required to obtain necessary data for all elements of the project.

Technical Meetings: The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with the COUNTY, Local Agencies, FDOT, between disciplines and subconsultants, such as access management meetings, pavement design meetings, railroads, airports, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT shall prepare, and submit to the COUNTY for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) days of attending the meeting.

Quality Assurance/Quality Control: It is the intention of the COUNTY that CONSULTANT, including their subconsultant(s), is held responsible for their work, including plans review. Detailed checking of CONSULTANT plans or assisting in designing portions of the project for the CONSULTANT is not the intent of having external design consultants. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined by the COUNTY as applicable, that state and federal design criteria are followed as applicable, and that the CONSULTANT submittals are complete. All subconsultant document submittals shall be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the COUNTY.

It is the CONSULTANT's responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT should regularly communicate with the COUNTY to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and their subconsultant(s) under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this contract, or it may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for each project. The CONSULTANT shall submit a Quality Control Plan

for approval within twenty (20) business days of the written Task Work Order and it shall be signed by the CONSULTANT's Project Manager and the CONSULTANT QC Manager. The Quality Control Plan shall include the names of the CONSULTANT's staff that will perform the quality control reviews. The Quality Control reviewer shall be a Florida Licensed Professional Engineer fully prequalified under F.A.C. 14-75 in the work type being reviewed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the COUNTY, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services.

Independent Peer Review: When directed by the COUNTY, a subconsultant may perform Independent Peer Reviews.

Independent Peer Review and a Constructability/Bidability Review for design Phase Plans document submittals are required on each project. These separate reviews shall be completed by someone who has not worked on the plan component that is being reviewed. These could include, but are not limited to a separate office under the Prime's umbrella, a subconsultant that is qualified in the work group being reviewed, or a CEI. It does not include persons who have knowledge of the day to day design efforts. The Constructability/Bidability Review shall be performed by a person with experience working on Local Agency and or federal aid construction projects (CEI, Contractor, etc.)

The Independent Peer Review for design Phase Plans submittals shall ensure the plans meet COUNTY requirements, the Florida Green Book, PPM (when applicable) and Design Standards. The Constructability/Bidability Review shall ensure the project can be constructed and paid for as designed. If requested for review, the CONSULTANT shall submit the "marked-up" set of plans from this review along with the review comments and comment responses from any previous Constructability/Bidability reviews.

Supervision: The CONSULTANT shall supervise all technical design activities.

Coordination: The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

**5.1 Specifications Package and Construction Checklist Preparation:** The CONSULTANT shall prepare and provide a specifications package prepared in accordance with the COUNTY's specifications guidance. The Specifications Package shall be prepared using the COUNTY's specification development methodology or the FDOT's Specs on the Web application as agreed upon in each TWO. The CONSULTANT shall be able to document that the procedure defined by the COUNTY or in the FDOT Handbook for the Preparation of Specifications Packages is followed, which includes the quality assurance/quality control procedures. The specifications package shall address all items and areas of work and include any Mandatory Specifications, Modified Special Provisions, and Technical Special Provisions.

The specifications package must be submitted for review to the COUNTY at least 30 days prior to the planned construction advertisement date, or sooner if required. This



submittal does not require signing and sealing and shall be coordinated through the COUNTY. The CONSULTANT shall coordinate with the COUNTY on the submittal requirements, but at a minimum shall consist of (1) the complete specifications package, (2) a copy of the marked-up workbook used to prepare the package and, (3) final project plans.

Final submittal of the specifications package must occur at least 14 working days prior to the planned construction advertisement date. This submittal shall be electronically/digitally signed, dated, and sealed in accordance with applicable Florida Statutes.

- 5.2 Post Design Services:** Post design services may include, but not be limited to, meetings, construction assistance, plan revisions, shop drawing review, survey services and load ratings. Specific services will be negotiated as necessary as a contract amendment.

Post Design Services are not intended for instances of CONSULTANT errors and/or omissions.

- 5.3 Electronic/Digital Delivery:** The CONSULTANT shall deliver final contract plans in electronic/digital format using LAPIT. The final contract plans shall be signed and sealed

## **6.0 ROADWAY ANALYSIS:**

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all COUNTY and applicable FDOT manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

- 6.1 Traffic Control Analysis:** The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction unless the COUNTY determines that the Traffic Control Plan will be furnished by the Contractor. When the design is provided by the CONSULTANT, the design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs).

The CONSULTANT shall investigate the need for temporary traffic signals, temporary lighting, alternate detour roads, and the use of materials such as sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed FDOT required training. Before proceeding with the Traffic Control Plan, the CONSULTANT shall meet with the COUNTY to provide information to the CONSULTANT that will better coordinate the Preliminary and Final Traffic Control Plan efforts.

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the Local Agency Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the Local Agency unless the

road is on the State or National Highway system, in which case approval must be obtained from the Department. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities. CONSULTANT shall be responsible to obtain local authorities permission for use of detour routes not on state highways.

- 6.2 Traffic Control Plan Design Files:** The CONSULTANT shall develop master Traffic Control Plan files showing each phase of the Traffic Control Plan.
- 6.3 Design Variations and Exceptions:** If available, the COUNTY shall furnish the Variation/Exception Report. The CONSULTANT shall prepare the documentation necessary to gain COUNTY approval and FDOT concurrence (when applicable) of all appropriate Design Variations and/or Design Exceptions before the Phase I submittal. All documentation associated with Exceptions and Variations shall be reviewed by the COUNTY prior to submittal to the FDOT for approval or concurrence when required.
- 6.4 Design Report:** The CONSULTANT shall prepare all applicable report(s) as listed in the Project Description section of this scope. Once prepared, the CONSULTANT shall submit to the COUNTY design notes, data, and calculations to document the design conclusions reached during the development of the contract plans as requested by the COUNTY. Such design notes, data, and computations shall be scanned and delivered electronically in a format specified by COUNTY, fully titled, numbered, dated, indexed and signed by the designer and the checker.
- 6.5 Quantities:** The CONSULTANT shall prepare all required summary of quantities sheets. This includes all efforts required to develop accurate quantities and the supporting documentation, including construction days when required.

## **7.0 ROADWAY PLANS:**

The CONSULTANT shall prepare the plan sheets necessary to convey the intent and scope of the project for the purposes of construction in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The determination of the necessary plans sheets shall be may by the COUNTY.

- 7.1 Environmental Detail Sheets:** Preparation of detail sheets for potential environmental issues such as, underground fuel tanks and monitoring wells, septic tanks within the proposed right of way. All piping and pumps in association with the above referenced issues shall also be located and identified by the survey. The CONSULTANT shall relay to the COUNTY and relevant Regulatory Agencies any findings of contaminated soil, monitoring wells, or any features (particularly springs or sinks) relating to contamination or hazardous material.

## **8.0 DRAINAGE ANALYSIS:**

The CONSULTANT shall be responsible for designing a drainage and stormwater management system. The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable COUNTY, State and Federal manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The CONSULTANT shall concurrently fully coordinate with the appropriate permitting agencies and the COUNTY.

## **9.0 UTILITIES:**

Utility coordination will be addressed by the CONSULTANT unless otherwise stated.

## **10.0 ENVIRONMENTAL PERMITS, COMPLIANCE AND CLEARANCES:**

The CONSULTANT shall notify the COUNTY and other appropriate personnel in advance of all scheduled permit related meetings with any regulatory agency to allow the COUNTY representative to attend. Notification shall include copying the COUNTY on all related correspondence.

**10.1 Preliminary Project Research:** The CONSULTANT shall perform preliminary project research and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure that design efforts are properly directed toward permit requirements.

**10.2 Complete and Submit All Required Permit Applications:** The CONSULTANT shall prepare permit packages as required by the COUNTY and applicable permitting agencies.

The CONSULTANT shall collect all of the data and information necessary to obtain the environmental permits required to construct a project. The CONSULTANT will complete field survey or agency required forms (such as SRWMD ERP application, the US Army Corps of Engineers (USACE) "Wetland Determination Data Form – Atlantic and Gulf Coastal Plain Region"; the USACE "Approved Jurisdictional Determination Form"; UMAMs, Biodiversity Matrix review, Cultural Resource Assessment and/or project specific data forms, as required) for use in Permit Applications.

The CONSULTANT shall prepare each permit application for COUNTY approval in accordance with the rules and/or regulations of the environmental agency responsible for issuing a specific permit and/or authorization to perform work.

The CONSULTANT will submit all permit applications, as directed by the COUNTY with the COUNTY responsible for payment of all permit fees.

**10.3 Contamination Impact Analysis:** The CONSULTANT shall perform the necessary analysis to complete the Contamination Screening Evaluation for any changes to the project and complete the Contamination Screening Evaluation Report as described in Part 2, Chapter 22, of the PD&E Manual.

## **11.0 STRUCTURES-SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS:**

The CONSULTANT shall analyze, design, and develop contract documents for all structures in accordance with applicable provisions of each TWO.

The CONSULTANT shall provide Design Documentation to the COUNTY with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements and be neatly and logically presented at the COUNTY's request. The final design calculations shall be signed and sealed by a Florida-licensed professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review

task.

In accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums, CONSULTANT shall analyze and prepare plans for the following:

STRUCTURES - MISCELLANEOUS  
SIGNING AND PAVEMENT MARKING  
SIGNALIZATION  
LIGHTING

## **12.0 PROJECT REQUIREMENTS:**

- 12.1 Key Personnel:** The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by DEPARTMENT.
- 12.2 Progress Reporting:** The CONSULTANT shall meet with the COUNTY as required and shall provide a written monthly progress report with approved schedule, schedule status, and payout curve or by using the earned value method that describe the work performed on each task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the COUNTY approves the monthly progress report and the payout curve or with earned value analysis. The COUNTY will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.
- 12.3 Professional Endorsement:** The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, technical special provisions, and plans as required by the COUNTY and/or the State of Florida standards as applicable. CONSULTANT shall clearly identify the Engineer of Record in responsible charge of each TWO.
- 12.4 Coordination with Other Consultants:** The CONSULTANT is to coordinate his work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project(s) described herein.

## **13.0 INVOICING INSTRUCTIONS:**

- 13.1** Payment for the work accomplished shall be in accordance with the TWO. The COUNTY and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the COUNTY.
- 13.2** Monthly invoices shall be submitted to the COUNTY in a format and distribution schedule defined by the COUNTY, no later than the 20th day of the following month.
- 13.3** If the monthly invoice cannot be submitted on time, notify the COUNTY prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the CONSULTANT Project Principal or Senior Project Engineer shall notify the COUNTY via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

- 13.4** All invoices shall be submitted in both electronic and hard copy versions in the format acceptable to the COUNTY. The COUNTY's must receive hard copy original documentation for final payment approval, electronic formats will be not be solely acceptable for invoicing.
- 13.5** All charges to the individual project will end no later than ten (10) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the COUNTY. A Final Invoice will be submitted to the COUNTY no later than the 30<sup>th</sup> day following Final Acceptance of the individual project or as requested by the COUNTY.

# **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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

**SUBJECT/TITLE:**


THE BOARD TO REVIEW AND APPROVE A CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES WITH PREBLE-RISH, INC, FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES, AS AGENDAED BY THE COUNTY ENGINEER.

**MEETING DATE REQUESTED:**

AUGUST 18, 2015

**Statement of Issue:**

**Recommended Action:** APPROVE THE CONTRACT

**Fiscal Impact:** CONSULTANT TO PROVIDE SERVICES ON AN "AS NEEDED" BASIS

**Budgeted Expense:**

**Submitted By:** COUNTY ENGINEER, 850-838-3500

**Contact:**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**
**Options:**
**Attachments:**

## CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between TAYLOR COUNTY, hereinafter referred to as the "COUNTY" and \_\_\_\_\_  
Preble-Rish, Inc., a Florida Corporation \_\_\_\_\_  
\_\_\_\_\_, whose mailing address is 502 East Park Avenue, Tallahassee, Florida 32301 \_\_\_\_\_  
\_\_\_\_\_ (herein referred to as "CONSULTANT").

### RECITALS

The COUNTY desires to engage a consultant to provide it with Professional Engineering services on an as-needed basis. The PROFESSIONAL SERVICES will include:

*Construction Engineering Inspection Services* as more thoroughly described in Exhibit A.

The COUNTY has followed the selection and negotiating process required by the Florida Consultants Competitive Act established by § 287.055, Florida Statutes ("Act").

Pursuant to and in accordance with the provisions of the Act, the COUNTY has selected the CONSULTANT to provide consulting services, when and as-needed, and when as requested by the COUNTY, for any County projects, and desires to enter into this Contract ("Contract") to establish procedures and provide general terms and conditions whereby and under which such services shall be rendered or performed.

It is the intent of the parties that the CONSULTANT shall perform services with respect to projects only when, requested and authorized in writing by the COUNTY and that each request for such services shall be a specific project, with the basic scope of the work to be performed by and compensation to be paid to the CONSULTANT for each separate project to be negotiated between the COUNTY and the CONSULTANT and be defined and embodied in a separate Task Work Order to be sequentially numbered beginning with Task Work Order 001 \_\_\_\_\_. Each Task Work Order shall include and shall incorporate in it all of the general provisions of the Contract, together with such items and provision as may be mutually agreed upon by the parties as to each Task Work Order.

The Contract is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the CONSULTANT to provide and perform professional services to the COUNTY when and as needed, but is subject to being terminated as provided for in this agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals:** The above are all true and accurate and are incorporated herein and made part of this Contract.



2. **Definitions:** The following definitions of the terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to intended usage, implication, and interpretation of the terms pertaining to this Contract:
- a. **"COUNTY"** means Taylor County, Florida and any official and/or employee thereof who shall be duly authorized to act on the COUNTY's behalf relative to this Contract.
  - b. **"CONSULTANT"** means the firm of Preble-Rish, Inc., which has executed this Contract, and which shall be legally obligated, responsible and liable for providing and performing any and all of the services and/or work in accordance with each signed Task Work Order.
  - c. **"PROFESSIONAL SERVICES"** means all of the service, work, materials, and all related professional, technical, and administrative activities, which are necessary to be provided and performed by the CONSULTANT and its employees, and any and all sub-Consultants that the CONSULTANT may engage to provide, perform and complete the services required pursuant to the covenants, terms and provision of this Contract and any and all Task Work Orders thereto.
  - d. **"SUB-CONSULTANT"** means any individual or firm offering professional services, which is engaged by the CONSULTANT or sub-Consultant in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide, and perform under this Contract and any and all Task Work Orders thereto. The COUNTY shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the CONSULTANT and any sub-Consultant.
  - e. **"PARTIES"** means the signatories to this Contract.
3. **Engagement of the CONSULTANT:** The COUNTY hereby engages the CONSULTANT to provide the COUNTY with professional services with respect to any County Project, which from time to time, the COUNTY may request the CONSULTANT to perform.
4. **Professional Services:** The CONSULTANT agrees to and shall render and perform such professional services as more fully detailed in Exhibit A to this Agreement, in accordance with the terms and conditions of the Contract and any and all Tasks Work Orders when and as requested by the COUNTY.
5. **Request for Specific Services:** The CONSULTANT shall perform no services to the COUNTY until specifically requested to do so by the COUNTY. Each request for services to be rendered and performed by the CONSULTANT shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to the CONSULTANT for such separate project to be negotiated and agreed upon between the COUNTY and the CONSULTANT and defined by and



embodied in a separate Task Work Order. Each Task Work Order covering each separate project shall include all of the general provisions of this Contract, together with such other and provisions mutually agreed upon by and between the COUNTY and the CONSULTANT.

6. **Term of Contract:** This Contract is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the CONSULTANT to provide and perform services to the COUNTY when and as needed and requested by the COUNTY and shall commence on the date of execution, shall automatically renew for a maximum of five years, and end no later than September 30, 2019, or until such time it is terminated as permitted and authorized herein. No extensions beyond this term will be approved without written consent/approval of the COUNTY.
7. **Compensation and Method of Payment:** The COUNTY agrees to pay the CONSULTANT compensation for its services rendered to the COUNTY for each specific services requested by the COUNTY in an amount and method negotiated between the COUNTY and the CONSULTANT, which amount and method may be based on a lump sum plus reimbursable expenses, prevailing standard hourly rates plus reimbursable expenses (as set forth in the attached Standard Fee Schedule dated \_\_\_ May 2015\_\_\_\_\_) or any other method as provided for in each Task Work Order. The contract will have a cumulative amount limit of \$1.5 million.
8. **Insurance:** The CONSULTANT agrees to and shall procure and maintain insurance during the term of this Contract as follows:
  - a. Comprehensive General Liability insurance covering as insured the CONSULTANT and the COUNTY with limits of liability of not less than \$1,000,000.00 for Bodily Injury or death to any person or persons and for property damage;
  - b. Workers' Compensation insurance for the benefit of the employees of the CONSULTANT, as required by the laws of the State of Florida;
  - c. Professional Liability insurance for "Errors and Omissions" covering as insured the CONSULTANT with not less than a \$1,000,000.00 limit of liability.
  - d. Before commencing any work under this Contract, or any Task Work Order, the CONSULTANT shall furnish to the COUNTY a certificate or certificates in a form satisfactory to the COUNTY showing that the CONSULTANT has complied with the requirements of insurance under this paragraph. All certificates shall provide that the policy or policies of insurance shall not be changed or cancelled until at least ten (10) days prior written notice shall have been given to the COUNTY.
9. **Indemnity:** The CONSULTANT agrees to and shall indemnify, and hold harmless the COUNTY and its officers, agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character arising out of or brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any asserted negligent act, errors, or omissions of the CONSULTANT or its agents, employees, or sub-contractors. The CONSULTANT is not required hereunder to indemnify and hold harmless the COUNTY, its officers, agents, or employees, or any of them from liability

based upon their own negligence. The indemnity required hereunder shall not be limited by reason of the specifications or any particular insurance coverage in this Contract.

10. **Liability:** The CONSULTANT shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the COUNTY caused by the errors, omissions or negligence of the CONSULTANT, or by any sub-Consultant engaged by the CONSULTANT in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all Task Work Orders thereto, and for any and all damages, losses, and expenses to the COUNTY arising out of the CONSULTANT's negligent performance of any of its obligations contained in this Contract and any and all Task Work Orders thereto. The CONSULTANT shall be liable and agrees to be liable for an shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the CONSULTANT's errors, omissions, negligence, or those of any and all sub-Consultants engaged by the CONSULTANT during the providing, performing and furnishing of services, work or materials pursuant to this Contract and any and all Task Work Orders thereto. Nothing in this agreement shall be construed as a waiver of the COUNTY's sovereign immunity as provided for under Chapter 768 Florida Statutes.
11. **Licenses:** The CONSULTANT agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to the Contract and any and all Task Work Orders thereto.
12. **Personnel:** The CONSULTANT agrees that when the services to be provided under this Contract, or any Task Work Orders thereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that the CONSULTANT will employ and retain the services of such qualified persons to render the services to be provided pursuant to this Contract and/or all Task Work Orders thereto.
13. **Timely Accomplishment of Services:** The CONSULTANT agrees to employ, engage, retain, and/or assign an adequate number of personnel throughout the period of this Contract so that all professional services provided pursuant to this Contract and any and all Task Work Orders thereto, will be provided, performed and completed in a diligent, continuous manner consistent with sound professional practices.
14. **Standards of Professional Service:** The CONSULTANT agrees to provide and perform the professional services provided pursuant to this Contract and any and all Task Work Orders thereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of applicable governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed by consultant for the COUNTY, and by any sub-Consultant engaged by the CONSULTANT.



15. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in Contract:** It is the intent and understanding of the parties to this Contract and all Task Work Orders that each and every provision of law required to be inserted in this Contract and all supplemental Agreements shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then this Contract shall, upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.

16. **Termination:** The failure of either party to comply with any provision of the contract shall place that party in default. Prior to terminating the contract, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

The defaulting party shall be given seven (7) days in which to cure the default. The County Administrator is authorized to provide written notice of termination on behalf of the COUNTY, and if the default situation is not corrected within the allotted time, the County Administrator is authorized to provide final termination notice on behalf of the COUNTY to the CONSULTANT.

The COUNTY may terminate a Task Work Order or the Contract without cause by first providing at least thirty (30) days written notice to the CONSULTANT prior to the termination date. The County Administrator is authorized to provide written notice of termination on behalf of the COUNTY. Upon any such termination, the CONSULTANT shall be paid for all service performed to the date of such termination.

In the event funds to finance a Task Work Order or the Contract become unavailable, the COUNTY may terminate the Task Work Order or Contract with no less than twenty-four hours notice in writing to the CONSULTANT. The COUNTY shall be the final authority as to the availability of funds. Upon any such termination, the CONSULTANT shall be paid for all service performed to the date of such termination.

17. **Independent Contractor:** It is understood and agreed that the CONSULTANT is an independent contractor with no express or implied authority to act for or to obligate the COUNTY, except as specifically provided for in the Contract.
18. **Documents:** Original project documents prepared by the CONSULTANT under this Contract and all Task Work Orders are, and shall remain, the property of the COUNTY, and shall be delivered to the COUNTY upon final completion or termination of the project covered by any specific Task Work Order. Original project documents shall include, but not be limited to, original drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes, planning reports and as-built drawings. All documents including drawings and technical specifications prepared by the CONSULTANT pursuant to this Contract and any specific Task Work Orders are instruments of service in respect to the project and the COUNTY shall have the right to use and reuse all such documents and to furnish to others to use or reuse such

documents without the consent of the CONSULTANT. Any reuse will be at the COUNTY's sole risk and without liability or legal exposure to the CONSULTANT.

19. **Approval of Plans and Documents by the COUNTY Not Deemed Release:** Approval of the COUNTY of any plans, drawings, documents, specifications, or work prepared or provided by the CONSULTANT under this Contract and any specific Task Work Order shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; nor shall such approval be deemed to the assumption of such responsibility of the COUNTY for any error or omission in the designs, working drawings, and specifications or other documents prepared by the CONSULTANT, its employees, agents, sub-Consultants.
20. **Effective and Binding:** The Contract shall not become effective or binding upon the COUNTY unless and until the COUNTY Commission shall have authorized its execution and any subsequent Task Work Order(s).
21. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. It is further agreed and understood that in any event of any litigation between the COUNTY and the CONSULTANT arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Contract, Taylor County, Florida shall be the proper and exclusive venue for filing any lawsuit with respect to any such litigation.
22. **Attorneys' Fees and Cost:** In the event of default by either party under the terms of the Contract, the defaulting part shall be liable for, and agrees to pay all cost and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.
23. **Grant Funds:** It is anticipated that the COUNTY may, from time to time, be awarded grants from various sources to pay or partially pay for engineering and consulting fees for certain County Projects, as well as providing funds for the cost of any specific County Project. The CONSULTANT agrees to and shall abide by and be subject to all reasonable requirements, which may be imposed under any such grant awarded to the COUNTY.
24. **Non-Exclusive Contract:** The parties hereto agree that this Contract is non-exclusive and the COUNTY has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if the COUNTY and the CONSULTANT are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.
25. **Successors and Assigns:** Neither the COUNTY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Contract with the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. 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 prevent the CONSULTANT from employing such independent professional associates and consultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder. Nothing under this Contract shall be construed to give any rights or benefits in this Contract to anyone other than the COUNTY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to the Contract will be for the sole and exclusive benefit of the COUNTY and the CONSULTANT and not for the benefit of any other party. It is understood and agreed that the COUNTY shall have the absolute right, at the end of the term of this Contract to employ other consulting firms after the termination of the Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.

26. **Special Provisions:** It is further mutually agreed by the parties hereto that the CONSULTANT shall proceed to furnish services in any phase of the project under the terms heretofore provided in this Contract, after Notice to Proceed has been given by the COUNTY to commence services on any County Project identified in any Task Work Order. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract.

The CONSULTANT agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR Part 60); and agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970; and will maintain an Affirmative Action Program and agrees to and shall abide by and comply with applicable rules, regulations, standards, and requirements pertaining to employee safety and health as may be adopted from time to time and those which are adopted and enforced by the Division of Safety, Florida Department of Labor and Employment Safety, in all public sector employment locations.

The CONSULTANT agrees that the COUNTY and all other governmental entities, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to any specific grant program or specific project under any Task Work Order for the purpose of making audit, examinations, excerpts and transcriptions for a period of up to three (3) years after the COUNTY makes final payment and all other pending matters are closed. The CONSULTANT has a "drug-free workplace" program, which will remain in effect.

27. **Entire Agreement:** This Contract constitutes the entire agreement between the COUNTY and the CONSULTANT and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

28. **Parties Bound:** This Contract shall be binding upon and shall inure to the benefit of the COUNTY and Consultant, their successors and assigns.
29. **E-Verify System – U.S. Division of Homeland Security:**
1. Consultant shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by the CONSULTANT during the term of the contract; and
  2. Consultant shall expressly require any subcontractors performing work or providing services pursuant to the state contract likewise utilize the U.S. Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract.
30. **Federal Requirement:** The following terms apply to this Agreement for any such Project or Task Work Order(s) which involves the expenditure of federal funds:
- A. It is understood and agreed that all rights of the Local Agency and the Florida Department of Transportation, when applicable, relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
  - B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
  - C. **Compliance with Regulations:** The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
  - D. **Nondiscrimination:** The CONSULTANT, with regard to the work performed during the contract, will not discriminate on the basis of race, color, national origin, gender, age, disability, religion or family status in the selection and retention of SUB-CONSULTANTS, including procurements of material and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
  - E. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations made by the CONSULTANT, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the



CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, gender, age, disability, religion or family status.

- F. Information and Reports: The CONSULTANT will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the Local Agency, Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
  - (1) withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation of Provisions: The CONSULTANT will include the provisions of Paragraphs C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the Local Agency and the Florida Department of Transportation to enter into such litigation to protect the interests of the Local Agency and the Florida Department of Transportation, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

K. Participation by Disadvantaged Business Enterprises: The CONSULTANT shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the CONSULTANT and any SUB-CONSULTANT or contractor.

The Consultant, sub-recipient or subcontractor shall not be discriminated on the basis of race, color, gender, religion, age, disability, marital status or national origin in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT- assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

M. It is understood and agreed that if the CONSULTANT at any time learns that the certification it provided the COUNTY in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONSULTANT shall provide immediate written notice to the COUNTY. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the CONSULTANT in all lower tier covered transactions and in all aforementioned federal regulation.

N. The COUNTY hereby certifies that neither the Consultant nor the Consultant's representative has been required by the COUNTY, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

(1) employ or retain, or agree to employ or retain, any firm or person, or

(2) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The COUNTY further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.



O. The CONSULTANT hereby certifies that it has not:

- (1) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this contract;
- (2) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
- (3) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The CONSULTANT further acknowledges that this agreement will be furnished to the COUNTY, the Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

31. **Public Records:** The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Specifically, if the CONSULTANT is acting on behalf of a public agency the CONSULTANT shall:

- (1) Keep and maintain public records that ordinarily would be required by the COUNTY in order to perform the services being performed by the CONSULTANT.
- (2) Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT 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 COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure by the CONSULTANT to grant such public access shall be grounds for immediate and unilateral cancellation of this Agreement by the COUNTY. The CONSULTANT shall promptly provide the COUNTY with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide the COUNTY a copy of the CONSULTANT's response to each such request.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Professional Engineering Services as of the day and year first above written.

Signed, sealed and delivered  
In the presence of:

TAYLOR COUNTY, FLORIDA

\_\_\_\_\_  
Witness

By: PAT PATTERSON  
Chairman

\_\_\_\_\_  
Print

ATTEST:

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

Signed, ~~sealed~~ and delivered  
In the presence of:

Tina Elkins  
Witness

Tina Elkins  
Print

By: Debra J. Preble

Debra J. Preble  
Print

Jon Sims  
Witness

Jon Sims  
Print

(SEAL)

**EXHIBIT "A"**

**CONSTRUCTION ENGINEERING AND INSPECTION  
SCOPE OF SERVICES**

## TABLE OF CONTENTS

1.0	PURPOSE.....	1
2.0	SCOPE.....	1
2.1	FDOT WORK CLASSIFICATIONS.....	1
3.0	LENGTH OF SERVICE .....	1
4.0	DEFINITIONS .....	2
5.0	ITEMS TO BE FURNISHED BY THE COUNTY TO CONSULTANT .....	2
6.0	ITEMS FURNISHED BY THE CONSULTANT.....	2
6.1	COUNTY DOCUMENTS .....	2
6.2	OFFICE AUTOMATION.....	2
6.3	VEHICLES .....	3
6.4	FIELD EQUIPMENT .....	3
6.5	LICENSING FOR EQUIPMENT OPERATIONS .....	3
7.0	LIAISON.....	3
8.0	PERFORMANCE OF THE CONSULTANT.....	3
9.0	REQUIREMENTS.....	4
9.1	GENERAL.....	4
9.5	ENGINEERING SERVICES .....	4
9.2	SURVEY CONTROL.....	5
9.3	ON-SITE INSPECTION .....	5
9.4	SAMPLING AND TESTING .....	5
9.5	ENGINEERING SERVICES .....	6
10.0	PERSONNEL .....	8
10.1	GENERAL REQUIREMENTS.....	8
10.2	PERSONNEL QUALIFICATIONS.....	8
10.3	STAFFING.....	13
11.2	QA PLAN.....	13
11.1	QUALITY REVIEWS .....	14
11.3	QUALITY RECORDS .....	14
12.0	CERTIFICATION OF FINAL ESTIMATES .....	14
13.0	AGREEMENT MANAGEMENT .....	15
13.1	GENERAL.....	15
13.2	INVOICING INSTRUCTIONS .....	15
15.0	OTHER SERVICES .....	16
16.0	POST CONSTRUCTION CLAIMS REVIEW .....	16
17.0	CONTRADICTIONS.....	16
18.0	THIRD PARTY BENEFICIARY .....	16
19.0	DEPARTMENT AUTHORITY.....	16



**SCOPE OF SERVICES**  
**CONSTRUCTION ENGINEERING AND INSPECTION**

**1.0 PURPOSE:**

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, materials sampling and testing, compliance of contractors with the Equal Employment Opportunity (EEO) and Affirmative Action (AA), Disadvantage Business Enterprise (DBE), On-the-Job Training (OJT) and federal Wage Rate Provisions required by the FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts and Florida Statutes. The services to be provided under this agreement will be provided on an as needed basis using Task Work Order issued by the Department. The Task Work Order (TWO) will identify the project on which the services are to be provided and the authorized date for the services to begin.

**2.0 SCOPE:**

Provide services as defined in this Scope of Services, subsequent TWOs, and COUNTY contract documents. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement.

**2.1 FDOT Work Classifications:**

Major/Minor Work Groups include:     *10.1 Roadway Construction Engineering Inspection*  
  *10.3 Construction Materials Inspection*

On a single Construction Contract, it is a conflict of interest for CONSULTANT to receive compensation from both the COUNTY and the Contractor either directly or indirectly.

**3.0 LENGTH OF SERVICE:**

The services for each Construction Contract shall begin upon issuance of a Task Work Order and written notification to proceed by the COUNTY.

Track the execution of the Construction Contract such that CONSULTANT is given timely authorization to begin work. While no personnel shall be assigned until written notification by the COUNTY has been issued, the CONSULTANT shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the COUNTY and Contractor to minimize rescheduling of CONSULTANT activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the CONSULTANT will be allowed an accumulation of ten (10) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's Notice to Proceed on the first project and ten (10) calendar days to demobilize after final acceptance of the last Construction Contract.

The anticipated letting schedules and construction times for the projects will be determined as projects are identified.

#### **4.0 DEFINITIONS:**

- A. Agreement: The Professional Services Agreement between the COUNTY and the CONSULTANT setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. Contractor: The individual, firm, or company contracting with the COUNTY for performance of work or furnishing of materials.
- C. Construction Contract: The written agreement between the COUNTY and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- D. Construction Training/Qualification Program (CTQP): The Department program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.
- E. CONSULTANT: The Consulting firm under contract to the Department for administration of Construction Engineering and Inspection services.

#### **5.0 ITEMS TO BE FURNISHED BY THE COUNTY TO THE CONSULTANT:**

The COUNTY, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.

- 1. Construction Plans,
- 2. Specification Package,
- 3. Copy of the Executed Construction Contract,
- 4. Copy of the Executed Program Agreement, and

#### **6.0 ITEMS FURNISHED BY THE CONSULTANT:**

- 6.1 COUNTY Documents: All applicable COUNTY documents referenced herein shall be a condition of this Agreement. All documents, directives, procedures, and standard forms are available from the COUNTY or through the FDOT's Internet website, <http://www.dot.state.fl.us/construction/>.
- 6.2 Office Automation: Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.

All computer coding shall be input by CONSULTANT personnel using equipment furnished by them.

Ownership and possession of computer equipment and related software, which is provided by the CONSULTANT, shall remain at all times with the CONSULTANT. The CONSULTANT shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.



**6.3 Vehicles:** Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the CONSULTANT name clearly identified and prominently displayed.

**6.4 Field Equipment:** Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with their license.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

**6.5 Licensing for Equipment Operations:** Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the Department, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

#### **7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:**

For the duration of the Agreement, keep the COUNTY informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, Change Orders and Supplemental Amendments to the COUNTY for review and approval.

Any major change in the plans and contract provisions must have formal approval from the COUNTY in advance of their effective date. When an emergency or unusual conditions justify, the COUNTY may give tentative verbal approval in advance to such changes or extra work and ratify such approval with formal approval as soon after as practicable.

#### **8.0 PERFORMANCE OF THE CONSULTANT:**

During the term of this Agreement and all Supplemental Amendments thereof, the COUNTY or its designee or auditing agency such as the Federal Highway Administration (FHWA) may review various phases of CONSULTANT operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement and associated TWOs. Cooperate and assist COUNTY representatives in conducting the reviews.

If deficiencies are indicated, remedial action shall be implemented immediately. COUNTY recommendations and CONSULTANT responses/actions are to be properly documented by the CONSULTANT. No additional compensation shall be allowed for remedial action taken by the CONSULTANT to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant, Local Agency Project Manager or the Department to be inadequate. The Consultant Action Request form for personnel approval shall be submitted to the Local Agency Project Manager and Department Program/Project Manager at least two weeks prior to the date an individual is to report to work.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

#### **9.0 REQUIREMENTS OF THE CONSULTANT:**

- 9.1 General:** It shall be the responsibility of the CONSULTANT to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications and special provisions for the Construction Contract. It shall be the responsibility of the CONSULTANT staff to monitor the Contractor's performance during the Construction Contract for compliance with all requirements of the Equal Employment Opportunity (EEO) and Affirmative Action (AA), Disadvantage Business Enterprise (DBE), On-the-Job Training (OJT) and federal Wage Rate Provisions required by the FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts and applicable Florida Statutes.

Observe the Contractor's reporting activities for contract compliance. Identify discrepancies, report significant discrepancies to the COUNTY, and direct the Contractor to correct discrepancies.

Inform the COUNTY of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

- 9.2 Contract Support:** Assist in coordinating the Construction Contract administrative activities of all parties involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the Department for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of review of the Contractor compliance activities to assure compliance with the specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all compliance activities and events relating to the project performance and properly document all deficiencies. These services will include but are not limited to the following:



- (1) Attend a pre-service meeting for the Agreement and each TWO. Provide appropriate staff to attend and participate in the pre-service meeting. At the time of this meeting request access to any needed systems.
- (2) Coordinate the EEO monitoring documentation as required (i.e. Labor Interviews)
- (3) Coordinate and facilitate effective communication with key COUNTY, Contractor, and Utility personnel

The level of review required will be determined by the COUNTY during the project kick-off meeting.

- 9.3 Survey Control:** Check/Verify or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to calculate and document quantities for pay items, (2) ensure the Contractor can sufficiently make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys.

- 9.4 On-site Inspection:** Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Monitor and inspect the project Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the COUNTY's procedure. CONSULTANT employees performing such services shall be qualified in accordance with the applicable procedures.

- 9.5 Sampling and Testing:** Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. Provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance. Determine the acceptability of all materials and completed work items on the basis of either test results, verification of a certification or applicable quality assurance reviews. Sampling, testing and laboratory methods shall be as required by the COUNTY's Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

Transport samples to be tested to the appropriate laboratory or appropriate COUNTY facility.

Input verification testing information and data into the COUNTY's database or the Florida Department of Transportation's database (LIMS or other system specified by the Department) using instructions provided by the COUNTY.

- 9.6 Engineering Services:** Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the CONSULTANT is not liable to the COUNTY for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

- (1) Attend a pre-service meeting for the Agreement. Provide appropriate staff to attend and participate in the pre-service meeting. At the time of this meeting request access to any required systems.
- (2) Schedule and attend a project close out meeting with the COUNTY. Provide appropriate staff to attend and participate in this meeting.
- (3) Schedule and attend a meeting with the COUNTY prior to the Pre-construction Conference. Provide personnel proficient in the use of computers and scanner operation to obtain, record and document construction project information.
- (4) Schedule and conduct a meeting with the COUNTY prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
- (5) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The CONSULTANT's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Department's guidelines.
- (6) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.



- (7) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.
- (8) Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, Department's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including COUNTY owned facilities.

Identify, review, and track progress of any COUNTY and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

- (9) Produce reports, verify quantity calculations and field measurements for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the COUNTY to make timely payment to the Contractor.
- (10) Prepare and make presentations for meetings and hearings before the COUNTY's Dispute Review Board(s) or other dispute resolution entity designated by the COUNTY if the Construction contract calls for a Dispute Review Board or other dispute resolution body.
- (11) Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with COUNTY procedures.
- (12) CONSULTANT shall provide appropriate personnel for surveillance of the Contractor's compliance with Construction Contract requirements. Such personnel is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. All related documents and correspondence must be accurate and kept up to date; all compliance reviews must be attended, the complete project files must be furnished for review and assist the COUNTY as requested.

The CONSULTANT shall perform the field interviews, provide work space and supplies for project compliance files.

- (13) The COUNTY will provide Public Information Services.
- (14) Prepare and submit to the COUNTY monthly in an acceptable reporting format.
- (15) Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

## **10.0 PERSONNEL:**

- 10.1 General Requirements:** Provide qualified personnel necessary to efficiently and effectively carry out the responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

Unless otherwise agreed to by the Department, the Department will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions. During the period of this Agreement, the Department or Local Agency may determine that additional staff is needed beyond the positions shown below. The qualifications and education of the additional positions will be determined as the need for the positions arise.

- 10.2 Personnel Qualifications:** Provide competent personnel qualified by experience and education. Submit in writing to the COUNTY the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The FDOT Consultant Action Request form may be used for personnel approval requests and shall be submitted to the COUNTY at least two weeks prior to the date an individual is to report to work.

Personnel identified in the CONSULTANT technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the COUNTY. Staff that has been removed shall be replaced by the CONSULTANT within two week of COUNTY notification.

Before the project begins, all project staff shall have all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the CONSULTANT's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the COUNTY and should occur as workload permits. Visit the training page on the FDOT State Construction Office website for training dates.

Minimum qualifications for the CONSULTANT personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the COUNTY's, FDOT's procedures, Specifications and Design Standards will be obtained. The County Engineer or designee will have the final approval authority on such exceptions.

**CEI SENIOR PROJECT ENGINEER** - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects with the exception of PTS projects which require two (2) years of major bridge construction], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in



English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with COUNTY standards. Also must have the following:

**QUALIFICATIONS:**

FDOT Advanced MOT

Attend the CTQP Quality Control Manager course and pass the examination.

**CERTIFICATIONS:**

None

**OTHER:**

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

**CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER** - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

For CC2 bridge structures, a Civil Engineering degree and registered in the State of Florida as a professional engineer (or if registered in another state, have the ability to obtain registration in Florida within six (6) months) plus five (5) years general bridge construction experience, two (2) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope or for non-degreed and/or non-registered personnel eight (8) years of general bridge construction experience, (4) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of one (1) year of experience as the Project Administrator in primary control of the type of CC2 construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required for registered project administrators and two (2) years of PTS bridge experience for non-registered project administrators. Post-tensioning experience is not required for precast prestressed concrete flat slab superstructures but successful completion of an FDOT accredited grouting and post-tensioning course is required. To be in primary control, a Project Administrator must have supervised two or more inspectors as well as two or more support staff (Office Manager, Compliance Officer, and Secretary) and must have been directly responsible for all CEI services assigned.

CPTS years of experience must have included a minimum of twelve (12) months experience in each of the following areas: (1) casting yard operations and related surveying; (2) segment erection and related surveying, post-tensioning (PT) of tendons and grouting of prestressing steel.

CPTCB years of experience must include monitoring of the following: girder erection, safe use of girder erection cranes, stabilization of girders after erection, false work for temporary girder support, and PT and grouting operations.

PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.

MB years of experience must have been in MB mechanical and/or electrical construction.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

QUALIFICATIONS:

FDOT Advanced MOT

CTQP Final Estimates Level II

CERTIFICATIONS:

None

OTHER:

Attend CTQP Quality Control Manager Course and pass the examination.

Attend a FDOT accredited post-tensioning training course and pass the examination (for post-tensioned CC2 projects)

Attend a FDOT accredited grouting training course and pass the examination (for post-tensioned CC2 projects)

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects)

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

**CEI CONTRACT SUPPORT SPECIALIST** - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the Department's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

QUALIFICATIONS:

CTQP Final Estimates Level II

**CEI RESIDENT COMPLIANCE SPECIALIST** - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.



**CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN** – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

For CC2 bridge structures, be a high school graduate or equivalent and have five (5) years of general bridge construction experience of which two (2) years must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required. Additionally, a minimum of twelve (12) months of experience as the Senior Inspector in primary control of the type CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

CPTS years of experience must have included a minimum of twelve (12) months of inspection experience in one or both of the following depending on which area the inspector is being approved for: (1) casting yard inspection; (2) erection inspection. In addition, two (2) years of geometry-control surveying experience is required for inspectors that perform or monitor geometry control surveying in a casting yard.

CPTCB years of experience must include monitoring and inspection of the following: girder erection, safe use of girder erection cranes, girder stabilization after erection, false work for temporary girder support, and PT and grouting operations.

PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.

MB years of experience must have included the inspection of MB mechanical components for machinery inspectors and MB electrical components/systems for electrical inspectors.

Must have the following as required by the scope of work for the project:

**QUALIFICATIONS:**

CTQP Concrete Field Technician Level I

CTQP Concrete Field Inspector Level II (Bridges)

CTQP Asphalt Roadway Level I

CTQP Asphalt Roadway Level II CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

CTQP Grouting Technician Level I

CTQP Post-Tensioning Technician Level I

IMSA Traffic Signal Inspector Level I

FDOT Intermediate MOT

CTQP Final Estimates Level I

CERTIFICATIONS:

Nuclear Radiation Safety  
IMSA Traffic Signal Inspector Level I

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

CEI INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Must have the following as required by the scope of work of the project:

QUALIFICATIONS:

CTQP Concrete Field Inspector Level I  
CTQP Asphalt Roadway Level I  
CTQP Earthwork Construction Inspection Level I  
CTQP Pile Driving Inspection  
CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)  
IMSA Traffic Signal Inspector Level I  
CTQP Final Estimates Level I  
FDOT Intermediate MOT

CERTIFICATIONS:

Nuclear Radiation Safety  
IMSA Traffic Signal Inspector Level I  
Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

OTHER:

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.



**CEI INSPECTORS AIDE** - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

**CEI SURVEY PARTY CHIEF** - High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

**CEI INSTRUMENT PERSON** - High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

**CEI ROD-MAN/CHAIN PERSON** - High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

**CEI SECRETARY/CLERK TYPIST**- High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and staff.

- 10.3 **Staffing:** Once authorized, the CONSULTANT shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the COUNTY has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the CONSULTANT while the Contractor is working. If Contractor operations are substantially reduced or suspended, the CONSULTANT will reduce its staff appropriately after notifying and receiving approval of COUNTY.

In the event that the suspension of Contractor operations requires the removal of CONSULTANT forces from the project, the CONSULTANT will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

#### 11.0 **QUALITY ASSURANCE (QA) PROGRAM:**

- 11.1 **Quality Assurance Plan:** Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the COUNTY. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the CONSULTANT's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the COUNTY approves the CONSULTANT QA Plan.

Significant changes to the work requirements may require the CONSULTANT to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

- A. **Organization:** A description is required of the CONSULTANT QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.
- B. **Quality Assurance Reviews:** Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.
- C. **Quality Assurance Records:** Outline the types of records which will be generated and maintained during the execution of the QA program.
- D. **Control of Subconsultants and Vendors:** Detail the methods used to control subconsultant and vendor quality.
- E. **Quality Assurance Certification:** An officer of the CONSULTANT firm shall certify that the inspection and documentation was done in accordance with the project specifications, plans, standard indexes, and COUNTY procedures.

**11.2 Quality Assurance Reviews:** Conduct Quality Assurance Reviews every six months to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The reviews shall be submitted to the COUNTY in written form no later than one (1) month after the review.

On short duration CEI projects (nine (9) months or less), CONSULTANT shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, CONSULTANT shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CONSULTANT staff.

The findings from the reviews may require more frequent reviews than those specified in this Agreement.

**11.3 Quality Records:** Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the Department, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

## **12.0 PROJECT CLOSEOUT:**

Prepare a Project/TWO Close Out package. If required, the COUNTY shall be responsible for forwarding the Local Agency Program Close Out package to FDOT.



### **13.0 AGREEMENT MANAGEMENT:**

#### **13.1 General:**

- (1) With each monthly invoice submittal, the CONSULTANT will provide a Status Report for the Agreement. This report will provide the an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the CONSULTANT funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The CONSULTANT will provide a printout from the Equal Opportunity Reporting System showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.
- (2) When the CONSULTANT identifies a condition that will require an amendment to the Agreement, the CONSULTANT will communicate this need to the COUNTY for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the COUNTY for approval and further processing. The AR is to be submitted at such time to allow the COUNTY 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions provided by the COUNTY.
- (3) The CONSULTANT is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the COUNTY.

#### **13.2 Invoicing Instructions:**

- (1) Payment for the work accomplished shall be in accordance with the TWO. The COUNTY and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the COUNTY.
- (2) Monthly invoices shall be submitted to the COUNTY in a format and distribution schedule defined by the COUNTY, no later than the 20th day of the following month.
- (3) If the monthly invoice cannot be submitted on time, notify the COUNTY prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the CONSULTANT Project Principal or Senior Project Engineer shall notify the COUNTY via e-mail of the total delay in calendar days and the reason(s) for the delay(s).
- (4) All invoices shall be submitted in both electronic and hard copy versions in the format acceptable to the COUNTY. The COUNTY's must receive hard copy original documentation for final payment approval, electronic formats will be not be solely acceptable for invoicing.
- (5) All charges to the individual project will end no later than ten (10) calendar days following final acceptance; or where all items of work are complete and

conditional/partial acceptance is issued; unless authorized in writing by the COUNTY.

- (6) A Final Invoice will be submitted to the COUNTY no later than the 30<sup>th</sup> day following Final Acceptance of the individual project or as requested by the COUNTY.

**14.0 OTHER SERVICES:**

Upon written authorization by the COUNTY's, the CONSULTANT will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the COUNTY to supplement the CONSULTANT services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- C. Provide inspection services in addition to those provided for in this Agreement.

**15.0 POST CONSTRUCTION CLAIMS REVIEW:**

In the event the Contractor submits a claim for additional compensation and/or time after the CONSULTANT has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

**16.0 CONTRADICTIONS:**

In the event of a contradiction between the provisions of this Scope of Services and the CONSULTANT's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

**17.0 THIRD PARTY BENEFICIARY**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

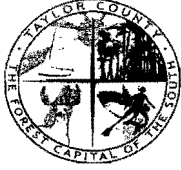
**18.0 DEPARTMENT AUTHORITY**

The COUNTY shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the CONSULTANT.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO REVIEW AND APPROVE A CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES WITH CHW, PROFESSIONAL CONSULTANTS, FOR CONSTRUCTION ENGINEERING INSPECTION SERVICES, AS AGENDAED BY THE COUNTY ENGINEER.

**MEETING DATE REQUESTED:**

**AUGUST 18, 2015**

**Statement of Issue:**

**Recommended Action: APPROVE THE CONTRACT**

**Fiscal Impact: CONSULTANT TO PROVIDE SERVICES ON AN "AS NEEDED" BASIS**

**Budgeted Expense:**

**Submitted By: COUNTY ENGINEER, 850-838-3500**

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

## CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

THIS CONTRACT made and entered into this 24 day of July, 2015,  
by and between TAYLOR COUNTY, hereinafter referred to as the "COUNTY" and  
CHW, a Florida Corporation,  
whose mailing address is 132 NW 76<sup>th</sup> Drive, Gainesville, FL 32607  
(herein referred to as "CONSULTANT").

### RECITALS

The COUNTY desires to engage a consultant to provide it with Professional Engineering services on an as-needed basis. The PROFESSIONAL SERVICES will include:

***Construction Engineering Inspection Services*** as more thoroughly described in Exhibit A.

The COUNTY has followed the selection and negotiating process required by the Florida Consultants Competitive Act established by § 287.055, Florida Statutes ("Act").

Pursuant to and in accordance with the provisions of the Act, the COUNTY has selected the CONSULTANT to provide consulting services, when and as-needed, and when as requested by the COUNTY, for any County projects, and desires to enter into this Contract ("Contract") to establish procedures and provide general terms and conditions whereby and under which such services shall be rendered or performed.

It is the intent of the parties that the CONSULTANT shall perform services with respect to projects only when, requested and authorized in writing by the COUNTY and that each request for such services shall be a specific project, with the basic scope of the work to be performed by and compensation to be paid to the CONSULTANT for each separate project to be negotiated between the COUNTY and the CONSULTANT and be defined and embodied in a separate Task Work Order to be sequentially numbered beginning with Task Work Order \_\_\_\_\_. Each Task Work Order shall include and shall incorporate in it all of the general provisions of the Contract, together with such items and provision as may be mutually agreed upon by the parties as to each Task Work Order.

The Contract is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the CONSULTANT to provide and perform professional services to the COUNTY when and as needed, but is subject to being terminated as provided for in this agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals:** The above are all true and accurate and are incorporated herein and made part of this Contract.

2. **Definitions:** The following definitions of the terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to intended usage, implication, and interpretation of the terms pertaining to this Contract:
- a. **"COUNTY"** means Taylor County, Florida and any official and/or employee thereof who shall be dully authorized to act on the COUNTY's behalf relative to this Contract.
  - b. **"CONSULTANT"** means the firm of \_\_\_\_\_ CHW \_\_\_\_\_, which has executed this Contract, and which shall be legally obligated, responsible and liable for providing and performing any and all of the services and/or work in accordance with each signed Task Work Order.
  - c. **"PROFESSIONAL SERVICES"** means all of the service, work, materials, and all related professional, technical, and administrative activities, which are necessary to be provided and performed by the CONSULTANT and its employees, and any and all sub-Consultants that the CONSULTANT may engage to provide, perform and complete the services required pursuant to the covenants, terms and provision of this Contract and any and all Task Work Orders thereto.
  - d. **"SUB-CONSULTANT"** means any individual or firm offering professional services, which is engaged by the CONSULTANT or sub-Consultant in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide, and perform under this Contract and any and all Task Work Orders thereto. The COUNTY shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the CONSULTANT and any sub-Consultant.
  - e. **"PARTIES"** means the signatories to this Contract.
3. **Engagement of the CONSULTANT:** The COUNTY hereby engages the CONSULTANT to provide the COUNTY with professional services with respect to any County Project, which from time to time, the COUNTY may request the CONSULTANT to perform.
4. **Professional Services:** The CONSULTANT agrees to and shall render and perform such professional services as more fully detailed in Exhibit A to this Agreement, in accordance with the terms and conditions of the Contract and any and all Tasks Work Orders when and as requested by the COUNTY.
5. **Request for Specific Services:** The CONSULTANT shall perform no services to the COUNTY until specifically requested to do so by the COUNTY. Each request for services to be rendered and performed by the CONSULTANT shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to the CONSULTANT for such separate project to be negotiated and agreed upon between the COUNTY and the CONSULTANT and defined by and

embodied in a separate Task Work Order. Each Task Work Order covering each separate project shall include all of the general provisions of this Contract, together with such other and provisions mutually agreed upon by and between the COUNTY and the CONSULTANT.

6. **Term of Contract:** This Contract is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the CONSULTANT to provide and perform services to the COUNTY when and as needed and requested by the COUNTY and shall commence on the date of execution, shall automatically renew for a maximum of five years, and end no later than September 30, 2019, or until such time it is terminated as permitted and authorized herein. No extensions beyond this term will be approved without written consent/approval of the COUNTY.
7. **Compensation and Method of Payment:** The COUNTY agrees to pay the CONSULTANT compensation for its services rendered to the COUNTY for each specific services requested by the COUNTY in an amount and method negotiated between the COUNTY and the CONSULTANT, which amount and method may be based on a lump sum plus reimbursable expenses, prevailing standard hourly rates plus reimbursable expenses (as set forth in the attached Standard Fee Schedule dated 2016 Standard Rates) or any other method as provided for in each Task Work Order. The contract will have a cumulative amount limit of \$1.5 million.
8. **Insurance:** The CONSULTANT agrees to and shall procure and maintain insurance during the term of this Contract as follows:
  - a. Comprehensive General Liability insurance covering as insured the CONSULTANT and the COUNTY with limits of liability of not less than \$1,000,000.00 for Bodily Injury or death to any person or persons and for property damage;
  - b. Workers' Compensation insurance for the benefit of the employees of the CONSULTANT, as required by the laws of the State of Florida;
  - c. Professional Liability insurance for "Errors and Omissions" covering as insured the CONSULTANT with not less than a \$1,000,000.00 limit of liability.
  - d. Before commencing any work under this Contract, or any Task Work Order, the CONSULTANT shall furnish to the COUNTY a certificate or certificates in a form satisfactory to the COUNTY showing that the CONSULTANT has complied with the requirements of insurance under this paragraph. All certificates shall provide that the policy or policies of insurance shall not be changed or cancelled until at least ten (10) days prior written notice shall have been given to the COUNTY.
9. **Indemnity:** The CONSULTANT agrees to and shall indemnify, and hold harmless the COUNTY and its officers, agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character arising out of or brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any asserted negligent act, errors, or omissions of the CONSULTANT or its agents, employees, or sub-contractors. The CONSULTANT is not required hereunder to indemnify and hold harmless the COUNTY, its officers, agents, or employees, or any of them from liability



based upon their own negligence. The indemnity required hereunder shall not be limited by reason of the specifications or any particular insurance coverage in this Contract.

10. **Liability:** The CONSULTANT shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the COUNTY caused by the errors, omissions or negligence of the CONSULTANT, or by any sub-Consultant engaged by the CONSULTANT in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all Task Work Orders thereto, and for any and all damages, losses, and expenses to the COUNTY arising out of the CONSULTANT's negligent performance of any of its obligations contained in this Contract and any and all Task Work Orders thereto. The CONSULTANT shall be liable and agrees to be liable for an shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the CONSULTANT's errors, omissions, negligence, or those of any and all sub-Consultants engaged by the CONSULTANT during the providing, performing and furnishing of services, work or materials pursuant to this Contract and any and all Task Work Orders thereto. Nothing in this agreement shall be construed as a waiver of the COUNTY's sovereign immunity as provided for under Chapter 768 Florida Statutes.
11. **Licenses:** The CONSULTANT agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to the Contract and any and all Task Work Orders thereto.
12. **Personnel:** The CONSULTANT agrees that when the services to be provided under this Contract, or any Task Work Orders thereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that the CONSULTANT will employ and retain the services of such qualified persons to render the services to be provided pursuant to this Contract and/or all Task Work Orders thereto.
13. **Timely Accomplishment of Services:** The CONSULTANT agrees to employ, engage, retain, and/or assign an adequate number of personnel throughout the period of this Contract so that all professional services provided pursuant to this Contract and any and all Task Work Orders thereto, will be provided, performed and completed in a diligent, continuous manner consistent with sound professional practices.
14. **Standards of Professional Service:** The CONSULTANT agrees to provide and perform the professional services provided pursuant to this Contract and any and all Task Work Orders thereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of applicable governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed by consultant for the COUNTY, and by any sub-Consultant engaged by the CONSULTANT.

15. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in Contract:** It is the intent and understanding of the parties to this Contract and all Task Work Orders that each and every provision of law required to be inserted in this Contract and all supplemental Agreements shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then this Contract shall, upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.

16. **Termination:** The failure of either party to comply with any provision of the contract shall place that party in default. Prior to terminating the contract, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

The defaulting party shall be given seven (7) days in which to cure the default. The County Administrator is authorized to provide written notice of termination on behalf of the COUNTY, and if the default situation is not corrected within the allotted time, the County Administrator is authorized to provide final termination notice on behalf of the COUNTY to the CONSULTANT.

The COUNTY may terminate a Task Work Order or the Contract without cause by first providing at least thirty (30) days written notice to the CONSULTANT prior to the termination date. The County Administrator is authorized to provide written notice of termination on behalf of the COUNTY. Upon any such termination, the CONSULTANT shall be paid for all service performed to the date of such termination.

In the event funds to finance a Task Work Order or the Contract become unavailable, the COUNTY may terminate the Task Work Order or Contract with no less than twenty-four hours notice in writing to the CONSULTANT. The COUNTY shall be the final authority as to the availability of funds. Upon any such termination, the CONSULTANT shall be paid for all service performed to the date of such termination.

17. **Independent Contractor:** It is understood and agreed that the CONSULTANT is an independent contractor with no express or implied authority to act for or to obligate the COUNTY, except as specifically provided for in the Contract.

18. **Documents:** Original project documents prepared by the CONSULTANT under this Contract and all Task Work Orders are, and shall remain, the property of the COUNTY, and shall be delivered to the COUNTY upon final completion or termination of the project covered by any specific Task Work Order. Original project documents shall include, but not be limited to, original drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes, planning reports and as-built drawings. All documents including drawings and technical specifications prepared by the CONSULTANT pursuant to this Contract and any specific Task Work Orders are instruments of service in respect to the project and the COUNTY shall have the right to use and reuse all such documents and to furnish to others to use or reuse such

documents without the consent of the CONSULTANT. Any reuse will be at the COUNTY's sole risk and without liability or legal exposure to the CONSULTANT.

19. **Approval of Plans and Documents by the COUNTY Not Deemed Release:** Approval of the COUNTY of any plans, drawings, documents, specifications, or work prepared or provided by the CONSULTANT under this Contract and any specific Task Work Order shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; nor shall such approval be deemed to the assumption of such responsibility of the COUNTY for any error or omission in the designs, working drawings, and specifications or other documents prepared by the CONSULTANT, its employees, agents, sub-Consultants.
20. **Effective and Binding:** The Contract shall not become effective or binding upon the COUNTY unless and until the COUNTY Commission shall have authorized its execution and any subsequent Task Work Order(s).
21. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. It is further agreed and understood that in any event of any litigation between the COUNTY and the CONSULTANT arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Contract, Taylor County, Florida shall be the proper and exclusive venue for filing any lawsuit with respect to any such litigation.
22. **Attorneys' Fees and Cost:** In the event of default by either party under the terms of the Contract, the defaulting part shall be liable for, and agrees to pay all cost and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.
23. **Grant Funds:** It is anticipated that the COUNTY may, from time to time, be awarded grants from various sources to pay or partially pay for engineering and consulting fees for certain County Projects, as well as providing funds for the cost of any specific County Project. The CONSULTANT agrees to and shall abide by and be subject to all reasonable requirements, which may be imposed under any such grant awarded to the COUNTY.
24. **Non-Exclusive Contract:** The parties hereto agree that this Contract is non-exclusive and the COUNTY has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if the COUNTY and the CONSULTANT are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.
25. **Successors and Assigns:** Neither the COUNTY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Contract with the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. 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 prevent the CONSULTANT from employing such independent professional associates and consultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder. Nothing under this Contract shall be construed to give any rights or benefits in this Contract to anyone other than the COUNTY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to the Contract will be for the sole and exclusive benefit of the COUNTY and the CONSULTANT and not for the benefit of any other party. It is understood and agreed that the COUNTY shall have the absolute right, at the end of the term of this Contract to employ other consulting firms after the termination of the Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.

26. **Special Provisions:** It is further mutually agreed by the parties hereto that the CONSULTANT shall proceed to furnish services in any phase of the project under the terms heretofore provided in this Contract, after Notice to Proceed has been given by the COUNTY to commence services on any County Project identified in any Task Work Order. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract.

The CONSULTANT agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR Part 60); and agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970; and will maintain an Affirmative Action Program and agrees to and shall abide by and comply with applicable rules, regulations, standards, and requirements pertaining to employee safety and health as may be adopted from time to time and those which are adopted and enforced by the Division of Safety, Florida Department of Labor and Employment Safety, in all public sector employment locations.

The CONSULTANT agrees that the COUNTY and all other governmental entities, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to any specific grant program or specific project under any Task Work Order for the purpose of making audit, examinations, excerpts and transcriptions for a period of up to three (3) years after the COUNTY makes final payment and all other pending matters are closed. The CONSULTANT has a "drug-free workplace" program, which will remain in effect.

27. **Entire Agreement:** This Contract constitutes the entire agreement between the COUNTY and the CONSULTANT and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

28. **Parties Bound:** This Contract shall be binding upon and shall inure to the benefit of the COUNTY and Consultant, their successors and assigns.
29. **E-Verify System – U.S. Division of Homeland Security:**
1. Consultant shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by the CONSULTANT during the term of the contract; and
  2. Consultant shall expressly require any subcontractors performing work or providing services pursuant to the state contract likewise utilize the U.S. Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract.
30. **Federal Requirement:** The following terms apply to this Agreement for any such Project or Task Work Order(s) which involves the expenditure of federal funds:
- A. It is understood and agreed that all rights of the Local Agency and the Florida Department of Transportation, when applicable, relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
  - B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
  - C. **Compliance with Regulations:** The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
  - D. **Nondiscrimination:** The CONSULTANT, with regard to the work performed during the contract, will not discriminate on the basis of race, color, national origin, gender, age, disability, religion or family status in the selection and retention of SUB-CONSULTANTS, including procurements of material and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
  - E. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations made by the CONSULTANT, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the

CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, gender, age, disability, religion or family status.

- F. Information and Reports: The CONSULTANT will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the Local Agency, Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
  - (1) withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation of Provisions: The CONSULTANT will include the provisions of Paragraphs C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the Local Agency and the Florida Department of Transportation to enter into such litigation to protect the interests of the Local Agency and the Florida Department of Transportation, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

K. Participation by Disadvantaged Business Enterprises: The CONSULTANT shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the CONSULTANT and any SUB-CONSULTANT or contractor.

The Consultant, sub-recipient or subcontractor shall not be discriminated on the basis of race, color, gender, religion, age, disability, marital status or national origin in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT- assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

M. It is understood and agreed that if the CONSULTANT at any time learns that the certification it provided the COUNTY in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONSULTANT shall provide immediate written notice to the COUNTY. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the CONSULTANT in all lower tier covered transactions and in all aforementioned federal regulation.

N. The COUNTY hereby certifies that neither the Consultant nor the Consultant's representative has been required by the COUNTY, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

(1) employ or retain, or agree to employ or retain, any firm or person, or

(2) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The COUNTY further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The CONSULTANT hereby certifies that it has not:

- (1) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this contract;
- (2) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
- (3) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The CONSULTANT further acknowledges that this agreement will be furnished to the COUNTY, the Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

31. **Public Records:** The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Specifically, if the CONSULTANT is acting on behalf of a public agency the CONSULTANT shall:

- (1) Keep and maintain public records that ordinarily would be required by the COUNTY in order to perform the services being performed by the CONSULTANT.
- (2) Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT 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 COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure by the CONSULTANT to grant such public access shall be grounds for immediate and unilateral cancellation of this Agreement by the COUNTY. The CONSULTANT shall promptly provide the COUNTY with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide the COUNTY a copy of the CONSULTANT's response to each such request.



IN WITNESS WHEREOF, the parties hereto have made and executed this Contract for Professional Engineering Services as of the day and year first above written.

Signed, sealed and delivered  
In the presence of:

TAYLOR COUNTY, FLORIDA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
PAT PATTERSON  
Chairman

\_\_\_\_\_  
Print

ATTEST:

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

Signed, sealed and delivered  
In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Rebecca E Sabis  
Print

By: \_\_\_\_\_  
\_\_\_\_\_  
Robert Walpole  
Print

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Erin L. Hughes  
Print

(SEAL)



## **EXHIBIT "A"**

### **CONSTRUCTION ENGINEERING AND INSPECTION SCOPE OF SERVICES**

## **TABLE OF CONTENTS**

<b>1.0</b>	<b>PURPOSE .....</b>	<b>1</b>
<b>2.0</b>	<b>SCOPE .....</b>	<b>1</b>
2.1	FDOT WORK CLASSIFICATIONS .....	1
<b>3.0</b>	<b>LENGTH OF SERVICE .....</b>	<b>1</b>
<b>4.0</b>	<b>DEFINITIONS .....</b>	<b>2</b>
<b>5.0</b>	<b>ITEMS TO BE FURNISHED BY THE COUNTY TO CONSULTANT .....</b>	<b>2</b>
<b>6.0</b>	<b>ITEMS FURNISHED BY THE CONSULTANT .....</b>	<b>2</b>
6.1	COUNTY DOCUMENTS .....	2
6.2	OFFICE AUTOMATION .....	2
6.3	VEHICLES .....	3
6.4	FIELD EQUIPMENT .....	3
6.5	LICENSING FOR EQUIPMENT OPERATIONS .....	3
<b>7.0</b>	<b>LIAISON .....</b>	<b>3</b>
<b>8.0</b>	<b>PERFORMANCE OF THE CONSULTANT .....</b>	<b>3</b>
<b>9.0</b>	<b>REQUIREMENTS .....</b>	<b>4</b>
9.1	GENERAL .....	4
9.5	ENGINEERING SERVICES .....	4
9.2	SURVEY CONTROL .....	5
9.3	ON-SITE INSPECTION .....	5
9.4	SAMPLING AND TESTING .....	5
9.5	ENGINEERING SERVICES .....	6
<b>10.0</b>	<b>PERSONNEL .....</b>	<b>8</b>
10.1	GENERAL REQUIREMENTS .....	8
10.2	PERSONNEL QUALIFICATIONS .....	8
10.3	STAFFING .....	13
11.2	QA PLAN .....	13
11.1	QUALITY REVIEWS .....	14
11.3	QUALITY RECORDS .....	14
<b>12.0</b>	<b>CERTIFICATION OF FINAL ESTIMATES .....</b>	<b>14</b>
<b>13.0</b>	<b>AGREEMENT MANAGEMENT .....</b>	<b>15</b>
13.1	GENERAL .....	15
13.2	INVOICING INSTRUCTIONS .....	15
<b>15.0</b>	<b>OTHER SERVICES .....</b>	<b>16</b>
<b>16.0</b>	<b>POST CONSTRUCTION CLAIMS REVIEW .....</b>	<b>16</b>
<b>17.0</b>	<b>CONTRADICTIONS .....</b>	<b>16</b>
<b>18.0</b>	<b>THIRD PARTY BENEFICIARY .....</b>	<b>16</b>
<b>19.0</b>	<b>DEPARTMENT AUTHORITY .....</b>	<b>16</b>

**1.0 PURPOSE:**

## 2.0 SCOPE:

## 2.1 FDOT Work Classifications:

### 3.0 LENGTH OF SERVICE:

For estimating purposes, the CONSULTANT will be allowed an accumulation of ten (10) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's Notice to Proceed on the first project and ten (10) calendar days to demobilize after final acceptance of the last Construction Contract.

The anticipated letting schedules and construction times for the projects will be determined as projects are identified.

#### **4.0 DEFINITIONS:**

- A. Agreement: The Professional Services Agreement between the COUNTY and the CONSULTANT setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. Contractor: The individual, firm, or company contracting with the COUNTY for performance of work or furnishing of materials.
- C. Construction Contract: The written agreement between the COUNTY and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- D. Construction Training/Qualification Program (CTQP): The Department program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.
- E. CONSULTANT: The Consulting firm under contract to the Department for administration of Construction Engineering and Inspection services.

#### **5.0 ITEMS TO BE FURNISHED BY THE COUNTY TO THE CONSULTANT:**

The COUNTY, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.

1. Construction Plans,
2. Specification Package,
3. Copy of the Executed Construction Contract,
4. Copy of the Executed Program Agreement, and

#### **6.0 ITEMS FURNISHED BY THE CONSULTANT:**

**6.1 COUNTY Documents:** All applicable COUNTY documents referenced herein shall be a condition of this Agreement. All documents, directives, procedures, and standard forms are available from the COUNTY or through the FDOT's Internet website, <http://www.dot.state.fl.us/construction/>.

**6.2 Office Automation:** Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.

All computer coding shall be input by CONSULTANT personnel using equipment furnished by them.

Ownership and possession of computer equipment and related software, which is provided by the CONSULTANT, shall remain at all times with the CONSULTANT. The CONSULTANT shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

**6.3 Vehicles:** Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the CONSULTANT name clearly identified and prominently displayed.

**6.4 Field Equipment:** Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with their license.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

**6.5 Licensing for Equipment Operations:** Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the Department, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

#### **7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:**

For the duration of the Agreement, keep the COUNTY informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, Change Orders and Supplemental Amendments to the COUNTY for review and approval.

Any major change in the plans and contract provisions must have formal approval from the COUNTY in advance of their effective date. When an emergency or unusual conditions justify, the COUNTY may give tentative verbal approval in advance to such changes or extra work and ratify such approval with formal approval as soon after as practicable.

#### **8.0 PERFORMANCE OF THE CONSULTANT:**

During the term of this Agreement and all Supplemental Amendments thereof, the COUNTY or its designee or auditing agency such as the Federal Highway Administration (FHWA) may review various phases of CONSULTANT operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement and associated TWOs. Cooperate and assist COUNTY representatives in conducting the reviews.

If deficiencies are indicated, remedial action shall be implemented immediately. COUNTY recommendations and CONSULTANT responses/actions are to be properly documented by the CONSULTANT. No additional compensation shall be allowed for remedial action taken by the CONSULTANT to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant, Local Agency Project Manager or the Department to be inadequate. The Consultant Action Request form for personnel approval shall be submitted to the Local Agency Project Manager and Department Program/Project Manager at least two weeks prior to the date an individual is to report to work.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

## **9.0 REQUIREMENTS OF THE CONSULTANT:**

- 9.1 General:** It shall be the responsibility of the CONSULTANT to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications and special provisions for the Construction Contract. It shall be the responsibility of the CONSULTANT staff to monitor the Contractor's performance during the Construction Contract for compliance with all requirements of the Equal Employment Opportunity (EEO) and Affirmative Action (AA), Disadvantage Business Enterprise (DBE), On-the-Job Training (OJT) and federal Wage Rate Provisions required by the FHWA 1273 Required Contract Provisions Federal-Aid Construction Contracts and applicable Florida Statutes.

Observe the Contractor's reporting activities for contract compliance. Identify discrepancies, report significant discrepancies to the COUNTY, and direct the Contractor to correct discrepancies.

Inform the COUNTY of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

- 9.2 Contract Support:** Assist in coordinating the Construction Contract administrative activities of all parties involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the Department for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of review of the Contractor compliance activities to assure compliance with the specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all compliance activities and events relating to the project performance and properly document all deficiencies. These services will include but are not limited to the following:

- (1) Attend a pre-service meeting for the Agreement and each TWO. Provide appropriate staff to attend and participate in the pre-service meeting. At the time of this meeting request access to any needed systems.
- (2) Coordinate the EEO monitoring documentation as required (i.e. Labor Interviews)
- (3) Coordinate and facilitate effective communication with key COUNTY, Contractor, and Utility personnel

The level of review required will be determined by the COUNTY during the project kick-off meeting.

**9.3 Survey Control:** Check/Verify or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to calculate and document quantities for pay items, (2) ensure the Contractor can sufficiently make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys.

**9.4 On-site Inspection:** Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Monitor and inspect the project Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the COUNTY's procedure. CONSULTANT employees performing such services shall be qualified in accordance with the applicable procedures.

**9.5 Sampling and Testing:** Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. Provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance. Determine the acceptability of all materials and completed work items on the basis of either test results, verification of a certification or applicable quality assurance reviews. Sampling, testing and laboratory methods shall be as required by the COUNTY's Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

Transport samples to be tested to the appropriate laboratory or appropriate COUNTY facility.



Input verification testing information and data into the COUNTY's database or the Florida Department of Transportation's database (LIMS or other system specified by the Department) using instructions provided by the COUNTY.

- 9.6 Engineering Services:** Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the CONSULTANT is not liable to the COUNTY for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

- (1) Attend a pre-service meeting for the Agreement. Provide appropriate staff to attend and participate in the pre-service meeting. At the time of this meeting request access to any required systems.
- (2) Schedule and attend a project close out meeting with the COUNTY. Provide appropriate staff to attend and participate in this meeting.
- (3) Schedule and attend a meeting with the COUNTY prior to the Pre-construction Conference. Provide personnel proficient in the use of computers and scanner operation to obtain, record and document construction project information.
- (4) Schedule and conduct a meeting with the COUNTY prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
- (5) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The CONSULTANT's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Department's guidelines.
- (6) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.

- (7) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.
- (8) Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, Department's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including COUNTY owned facilities.

Identify, review, and track progress of any COUNTY and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

- (9) Produce reports, verify quantity calculations and field measurements for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the COUNTY to make timely payment to the Contractor.
- (10) Prepare and make presentations for meetings and hearings before the COUNTY's Dispute Review Board(s) or other dispute resolution entity designated by the COUNTY if the Construction contract calls for a Dispute Review Board or other dispute resolution body.
- (11) Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with COUNTY procedures.
- (12) CONSULTANT shall provide appropriate personnel for surveillance of the Contractor's compliance with Construction Contract requirements. Such personnel is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. All related documents and correspondence must be accurate and kept up to date; all compliance reviews must be attended, the complete project files must be furnished for review and assist the COUNTY as requested.

The CONSULTANT shall perform the field interviews, provide work space and supplies for project compliance files.

- (13) The COUNTY will provide Public Information Services.
- (14) Prepare and submit to the COUNTY monthly in an acceptable reporting format.
- (15) Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

## 10.0 **PERSONNEL:**

- 10.1 General Requirements:** Provide qualified personnel necessary to efficiently and effectively carry out the responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

Unless otherwise agreed to by the Department, the Department will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions. During the period of this Agreement, the Department or Local Agency may determine that additional staff is needed beyond the positions shown below. The qualifications and education of the additional positions will be determined as the need for the positions arise.

- 10.2 Personnel Qualifications:** Provide competent personnel qualified by experience and education. Submit in writing to the COUNTY the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The FDOT Consultant Action Request form may be used for personnel approval requests and shall be submitted to the COUNTY at least two weeks prior to the date an individual is to report to work.

Personnel identified in the CONSULTANT technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the COUNTY. Staff that has been removed shall be replaced by the CONSULTANT within two week of COUNTY notification.

Before the project begins, all project staff shall have all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the CONSULTANT's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the COUNTY and should occur as workload permits. Visit the training page on the FDOT State Construction Office website for training dates.

Minimum qualifications for the CONSULTANT personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the COUNTY's, FDOT's procedures, Specifications and Design Standards will be obtained. The County Engineer or designee will have the final approval authority on such exceptions.

**CEI SENIOR PROJECT ENGINEER** - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects with the exception of PTS projects which require two (2) years of major bridge construction], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in

English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with COUNTY standards. Also must have the following:

**QUALIFICATIONS:**

FDOT Advanced MOT

Attend the CTQP Quality Control Manager course and pass the examination.

**CERTIFICATIONS:**

None

**OTHER:**

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

**CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER** - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

For CC2 bridge structures, a Civil Engineering degree and registered in the State of Florida as a professional engineer (or if registered in another state, have the ability to obtain registration in Florida within six (6) months) plus five (5) years general bridge construction experience, two (2) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope or for non-degreed and/or non-registered personnel eight (8) years of general bridge construction experience, (4) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of one (1) year of experience as the Project Administrator in primary control of the type of CC2 construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required for registered project administrators and two (2) years of PTS bridge experience for non-registered project administrators. Post-tensioning experience is not required for precast prestressed concrete flat slab superstructures but successful completion of an FDOT accredited grouting and post-tensioning course is required. To be in primary control, a Project Administrator must have supervised two or more inspectors as well as two or more support staff (Office Manager, Compliance Officer, and Secretary) and must have been directly responsible for all CEI services assigned.

CPTS years of experience must have included a minimum of twelve (12) months experience in each of the following areas: (1) casting yard operations and related surveying; (2) segment erection and related surveying, post-tensioning (PT) of tendons and grouting of prestressing steel.

CPTCB years of experience must include monitoring of the following: girder erection, safe use of girder erection cranes, stabilization of girders after erection, false work for temporary girder support, and PT and grouting operations.

PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.

MB years of experience must have been in MB mechanical and/or electrical construction.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

QUALIFICATIONS:

FDOT Advanced MOT

CTQP Final Estimates Level II

CERTIFICATIONS:

None

OTHER:

Attend CTQP Quality Control Manager Course and pass the examination.

Attend a FDOT accredited post-tensioning training course and pass the examination (for post-tensioned CC2 projects)

Attend a FDOT accredited grouting training course and pass the examination (for post-tensioned CC2 projects)

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects)

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

**CEI CONTRACT SUPPORT SPECIALIST** - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the Department's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

QUALIFICATIONS:

CTQP Final Estimates Level II

**CEI RESIDENT COMPLIANCE SPECIALIST** - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

**CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN** – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

For CC2 bridge structures, be a high school graduate or equivalent and have five (5) years of general bridge construction experience of which two (2) years must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required. Additionally, a minimum of twelve (12) months of experience as the Senior Inspector in primary control of the type CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

CPTS years of experience must have included a minimum of twelve (12) months of inspection experience in one or both of the following depending on which area the inspector is being approved for: (1) casting yard inspection; (2) erection inspection. In addition, two (2) years of geometry-control surveying experience is required for inspectors that perform or monitor geometry control surveying in a casting yard.

CPTCB years of experience must include monitoring and inspection of the following: girder erection, safe use of girder erection cranes, girder stabilization after erection, false work for temporary girder support, and PT and grouting operations.

PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.

MB years of experience must have included the inspection of MB mechanical components for machinery inspectors and MB electrical components/systems for electrical inspectors.

Must have the following as required by the scope of work for the project:

**QUALIFICATIONS:**

CTQP Concrete Field Technician Level I

CTQP Concrete Field Inspector Level II (Bridges)

CTQP Asphalt Roadway Level I

CTQP Asphalt Roadway Level II CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

CTQP Grouting Technician Level I

CTQP Post-Tensioning Technician Level I

IMSA Traffic Signal Inspector Level I

FDOT Intermediate MOT

CTQP Final Estimates Level I

**CERTIFICATIONS:**

Nuclear Radiation Safety  
IMSA Traffic Signal Inspector Level I

**OTHER:**

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

**CEI INSPECTOR/ENGINEER INTERN** - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Must have the following as required by the scope of work of the project:

**QUALIFICATIONS:**

CTQP Concrete Field Inspector Level I  
CTQP Asphalt Roadway Level I  
CTQP Earthwork Construction Inspection Level I  
CTQP Pile Driving Inspection  
CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)  
IMSA Traffic Signal Inspector Level I  
CTQP Final Estimates Level I  
FDOT Intermediate MOT

**CERTIFICATIONS:**

Nuclear Radiation Safety  
IMSA Traffic Signal Inspector Level I  
Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

**OTHER:**

Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.



**CEI INSPECTORS AIDE** - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

**CEI SURVEY PARTY CHIEF** - High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

**CEI INSTRUMENT PERSON** - High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

**CEI ROD-MAN/CHAIN PERSON** - High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

**CEI SECRETARY/CLERK TYPIST-** High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and staff.

- 10.3 Staffing:** Once authorized, the CONSULTANT shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the COUNTY has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the CONSULTANT while the Contractor is working. If Contractor operations are substantially reduced or suspended, the CONSULTANT will reduce its staff appropriately after notifying and receiving approval of COUNTY.

In the event that the suspension of Contractor operations requires the removal of CONSULTANT forces from the project, the CONSULTANT will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

## **11.0 QUALITY ASSURANCE (QA) PROGRAM:**

- 11.1 Quality Assurance Plan:** Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the COUNTY. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the CONSULTANT's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the COUNTY approves the CONSULTANT QA Plan.

Significant changes to the work requirements may require the CONSULTANT to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

- A. **Organization:** A description is required of the CONSULTANT QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.
- B. **Quality Assurance Reviews:** Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.
- C. **Quality Assurance Records:** Outline the types of records which will be generated and maintained during the execution of the QA program.
- D. **Control of Subconsultants and Vendors:** Detail the methods used to control subconsultant and vendor quality.
- E. **Quality Assurance Certification:** An officer of the CONSULTANT firm shall certify that the inspection and documentation was done in accordance with the project specifications, plans, standard indexes, and COUNTY procedures.

- 11.2 **Quality Assurance Reviews:** Conduct Quality Assurance Reviews every six months to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The reviews shall be submitted to the COUNTY in written form no later than one (1) month after the review.

On short duration CEI projects (nine (9) months or less), CONSULTANT shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, CONSULTANT shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CONSULTANT staff.

The findings from the reviews may require more frequent reviews than those specified in this Agreement.

- 11.3 **Quality Records:** Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the Department, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

## 12.0 **PROJECT CLOSEOUT:**

Prepare a Project/TWO Close Out package. If required, the COUNTY shall be responsible for forwarding the Local Agency Program Close Out package to FDOT.

### **13.0 AGREEMENT MANAGEMENT:**

#### **13.1 General:**

- (1) With each monthly invoice submittal, the CONSULTANT will provide a Status Report for the Agreement. This report will provide the an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the CONSULTANT funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The CONSULTANT will provide a printout from the Equal Opportunity Reporting System showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.
- (2) When the CONSULTANT identifies a condition that will require an amendment to the Agreement, the CONSULTANT will communicate this need to the COUNTY for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the COUNTY for approval and further processing. The AR is to be submitted at such time to allow the COUNTY 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions provided by the COUNTY.
- (3) The CONSULTANT is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the COUNTY.

#### **13.2 Invoicing Instructions:**

- (1) Payment for the work accomplished shall be in accordance with the TWO. The COUNTY and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the COUNTY.
- (2) Monthly invoices shall be submitted to the COUNTY in a format and distribution schedule defined by the COUNTY, no later than the 20th day of the following month.
- (3) If the monthly invoice cannot be submitted on time, notify the COUNTY prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the CONSULTANT Project Principal or Senior Project Engineer shall notify the COUNTY via e-mail of the total delay in calendar days and the reason(s) for the delay(s).
- (4) All invoices shall be submitted in both electronic and hard copy versions in the format acceptable to the COUNTY. The COUNTY's must receive hard copy original documentation for final payment approval, electronic formats will be not be solely acceptable for invoicing.
- (5) All charges to the individual project will end no later than ten (10) calendar days following final acceptance; or where all items of work are complete and

conditional/partial acceptance is issued; unless authorized in writing by the COUNTY.

- (6) A Final Invoice will be submitted to the COUNTY no later than the 30<sup>th</sup> day following Final Acceptance of the individual project or as requested by the COUNTY.

**14.0 OTHER SERVICES:**

Upon written authorization by the COUNTY's, the CONSULTANT will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the COUNTY to supplement the CONSULTANT services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- C. Provide inspection services in addition to those provided for in this Agreement.

**15.0 POST CONSTRUCTION CLAIMS REVIEW:**

In the event the Contractor submits a claim for additional compensation and/or time after the CONSULTANT has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

**16.0 CONTRADICTIONS:**

In the event of a contradiction between the provisions of this Scope of Services and the CONSULTANT's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

**17.0 THIRD PARTY BENEFICIARY**

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

**18.0 DEPARTMENT AUTHORITY**

The COUNTY shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the CONSULTANT.

Schedule 'A'  
**CHW - 2016 Standard Rates**  
 Effective July 1, 2015 – June 30, 2016

<b><u>Civil Engineering Division</u></b>	<b><u>Rate</u></b>
Director Engineering	\$ 155.00/hr.
Senior Project Manager	\$ 140.00/hr.
Project Manager/Professional Engineer	\$ 120.00/hr.
Project Engineer	\$ 100.00/hr.
Project Coordinator	\$ 65.00/hr.
<b><u>Construction Engineering Inspections Division</u></b>	<b><u>Rate</u></b>
Director Construction Services	\$ 155.00/hr.
Construction Project Manager	\$ 110.00/hr.
Senior Inspector/Supervisor	\$ 90.00/hr.
Inspector	\$ 80.00/hr.
<b><u>Planning Division</u></b>	<b><u>Rate</u></b>
Director of Planning & G.I.S. Services	\$ 155.00/hr.
Senior Project Manager	\$ 140.00/hr.
Senior Planner	\$ 120.00/hr.
Land Planner	\$ 100.00/hr.
<b><u>Land Surveying Division</u></b>	<b><u>Rate</u></b>
Director/Professional Surveyor & Mapper	\$ 155.00/hr.
Senior Project Manager	\$ 140.00/hr.
Professional Surveyor & Mapper	\$ 120.00/hr.
Chief of Surveys/Project Surveyor	\$ 100.00/hr.
2-Man Field Crew	\$ 120.00/hr.
GPS Field Operator/Robotics (1-man)	\$ 95.00/hr.
Field Technician	\$ 65.00/hr.
<b><u>All Divisions</u></b>	<b><u>Rate</u></b>
Depositions/Expert Witness	\$ 400.00/hr.
Principals	\$ 200.00/hr.
Senior CADD Designer	\$ 95.00/hr.
CADD Designer II	\$ 85.00/hr.
GIS/Mapping Technician	\$ 80.00/hr.
CADD Designer I	\$ 70.00/hr.
Project Interns	\$ 50.00/hr.
Project Assistant / Administrative Assistant	\$ 50.00/hr.

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Overnight deliveries and Prints charged at 115% of actual cost.  
 Rates may be increased by 5% July 1 of each year of this contract.

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**



THE BOARD TO REVIEW AND APPROVE A CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES WITH CHW, PROFESSIONAL CONSULTANTS, FOR HIGHWAY AND BRIDGE/STRUCTURAL DESIGN SERVICES, AS AGENDAED BY THE COUNTY ENGINEER.

**MEETING DATE REQUESTED:**

AUGUST 18, 2015

**Statement of Issue:**

**Recommended Action:** APPROVE THE CONTRACT

**Fiscal Impact:** CONSULTANT TO PROVIDE SERVICES ON AN "AS NEEDED" BASIS

**Budgeted Expense:**

**Submitted By:** COUNTY ENGINEER, 850-838-3500

**Contact:**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:**



TEL: (352) 331-1976 132 NW 76th Drive, Gainesville, Florida 32607  
TEL: (352) 414-4621 101 NE 1st Avenue, Ocala, Florida 34470  
WWW.CHW-INC.COM

Professional Surveying and Engineering Construction

## LETTER OF TRANSMITTAL

**DATE:** July 24, 2015

**TO:** Taylor County Board of County Commissioners  
201 East Green St.  
Perry, FL 32347

**ATTENTION:** Kenneth Dudley, P.E., County Engineer

**RE:** CHW Executed Continuing Services Contracts

**Project No.**

**We are sending the following via:** U.S. Mail

COPIES	DESCRIPTION
2	Executed Taylor County Continuing Services Contracts for CEI
2	Executed Taylor County Continuing Services Contracts for Road and Bridge Design Services.

**THESE ARE** For Signatures  
**TRANSMITTED :**

**REMARKS:**  
Kenneth:

Please find enclosed two executed copies of the Taylor County Continuing Services Contracts for CEI and Road and Bridge Design Services. Please retain one copy of each contract for your records and return one copy of each fully executed contract for our records.

Thank you.

**Copy to:**

**From:**  
**Address:**

Robert J. Walpole, P.E.  
132 NW 76<sup>th</sup> Drive  
Gainesville, FL 32607  
(352) 331-1976  
walpole@chw-inc.com

**Phone:**  
**Email:**

*If enclosures are not as noted, kindly notify us at once.*



## CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

THIS CONTRACT made and entered into this 24 day of July, 2015,  
by and between TAYLOR COUNTY, hereinafter referred to as the "COUNTY" and  
CHW, a Florida Corporation,  
whose mailing address is 132 NW 76<sup>th</sup> Drive; Gainesville, FL 32607  
(herein referred to as "CONSULTANT").

### RECITALS

The COUNTY desires to engage a consultant to provide it with Professional Engineering services on an as-needed basis. The PROFESSIONAL SERVICES will include:

***Highway and Bridge/Structural Design Services*** as more thoroughly described in Exhibit A.

The COUNTY has followed the selection and negotiating process required by the Florida Consultants Competitive Act established by § 287.055, Florida Statutes ("Act").

Pursuant to and in accordance with the provisions of the Act, the COUNTY has selected the CONSULTANT to provide consulting services, when and as-needed, and when as requested by the COUNTY, for any County projects, and desires to enter into this Contract ("Contract") to establish procedures and provide general terms and conditions whereby and under which such services shall be rendered or performed.

It is the intent of the parties that the CONSULTANT shall perform services with respect to projects only when, requested and authorized in writing by the COUNTY and that each request for such services shall be a specific project, with the basic scope of the work to be performed by and compensation to be paid to the CONSULTANT for each separate project to be negotiated between the COUNTY and the CONSULTANT and be defined and embodied in a separate Task Work Order to be sequentially numbered beginning with Task Work Order \_\_\_\_\_. Each Task Work Order shall include and shall incorporate in it all of the general provisions of the Contract, together with such items and provision as may be mutually agreed upon by the parties as to each Task Work Order.

The Contract is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the CONSULTANT to provide and perform professional services to the COUNTY when and as needed, but is subject to being terminated as provided for in this agreement.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals:** The above are all true and accurate and are incorporated herein and made part of this Contract.

2. **Definitions:** The following definitions of the terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to intended usage, implication, and interpretation of the terms pertaining to this Contract:
- a. **"COUNTY"** means Taylor County, Florida and any official and/or employee thereof who shall be dully authorized to act on the COUNTY's behalf relative to this Contract.
  - b. **"CONSULTANT"** means the firm of \_\_\_\_\_ CHW \_\_\_\_\_, which has executed this Contract, and which shall be legally obligated, responsible and liable for providing and performing any and all of the services and/or work in accordance with each signed Task Work Order.
  - c. **"PROFESSIONAL SERVICES"** means all of the service, work, materials, and all related professional, technical, and administrative activities, which are necessary to be provided and performed by the CONSULTANT and its employees, and any and all sub-Consultants that the CONSULTANT may engage to provide, perform and complete the services required pursuant to the covenants, terms and provision of this Contract and any and all Task Work Orders thereto.
  - d. **"SUB-CONSULTANT"** means any individual or firm offering professional services, which is engaged by the CONSULTANT or sub-Consultant in providing and performing the professional services, work and materials for which the CONSULTANT is contractually obligated, responsible and liable to provide, and perform under this Contract and any and all Task Work Orders thereto. The COUNTY shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the CONSULTANT and any sub-Consultant.
  - e. **"PARTIES"** means the signatories to this Contract.
3. **Engagement of the CONSULTANT:** The COUNTY hereby engages the CONSULTANT to provide the COUNTY with professional services with respect to any County Project, which from time to time, the COUNTY may request the CONSULTANT to perform.
4. **Professional Services:** The CONSULTANT agrees to and shall render and perform such professional services as more fully detailed in Exhibit A to this Agreement, in accordance with the terms and conditions of the Contract and any and all Tasks Work Orders when and as requested by the COUNTY.
5. **Request for Specific Services:** The CONSULTANT shall perform no services to the COUNTY until specifically requested to do so by the COUNTY. Each request for services to be rendered and performed by the CONSULTANT shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to the CONSULTANT for such separate project to be negotiated and agreed upon between the COUNTY and the CONSULTANT and defined by and

embodied in a separate Task Work Order. Each Task Work Order covering each separate project shall include all of the general provisions of this Contract, together with such other and provisions mutually agreed upon by and between the COUNTY and the CONSULTANT.

6. **Term of Contract:** This Contract is a continuing contract as defined in § 287.055(2)(g), Florida Statutes, for professional services of the CONSULTANT to provide and perform services to the COUNTY when and as needed and requested by the COUNTY and shall commence on the date of execution, shall automatically renew for a maximum of five years, and end no later than September 30, 2019, or until such time it is terminated as permitted and authorized herein. No extensions beyond this term will be approved without written consent/approval of the COUNTY.
7. **Compensation and Method of Payment:** The COUNTY agrees to pay the CONSULTANT compensation for its services rendered to the COUNTY for each specific services requested by the COUNTY in an amount and method negotiated between the COUNTY and the CONSULTANT, which amount and method may be based on a lump sum plus reimbursable expenses, prevailing standard hourly rates plus reimbursable expenses (as set forth in the attached Standard Fee Schedule dated 2016 Standard Rates) or any other method as provided for in each Task Work Order. The contract will have a cumulative amount limit of \$1.5 million.
8. **Insurance:** The CONSULTANT agrees to and shall procure and maintain insurance during the term of this Contract as follows:
  - a. Comprehensive General Liability insurance covering as insured the CONSULTANT and the COUNTY with limits of liability of not less than \$1,000,000.00 for Bodily Injury or death to any person or persons and for property damage;
  - b. Workers' Compensation insurance for the benefit of the employees of the CONSULTANT, as required by the laws of the State of Florida;
  - c. Professional Liability insurance for "Errors and Omissions" covering as insured the CONSULTANT with not less than a \$1,000,000.00 limit of liability.
  - d. Before commencing any work under this Contract, or any Task Work Order, the CONSULTANT shall furnish to the COUNTY a certificate or certificates in a form satisfactory to the COUNTY showing that the CONSULTANT has complied with the requirements of insurance under this paragraph. All certificates shall provide that the policy or policies of insurance shall not be changed or cancelled until at least ten (10) days prior written notice shall have been given to the COUNTY.
9. **Indemnity:** The CONSULTANT agrees to and shall indemnify, and hold harmless the COUNTY and its officers, agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character arising out of or brought because of any injury or damage received or sustained by any person, persons, or property arising out of or resulting from any asserted negligent act, errors, or omissions of the CONSULTANT or its agents, employees, or sub-contractors. The CONSULTANT is not required hereunder to indemnify and hold harmless the COUNTY, its officers, agents, or employees, or any of them from liability

based upon their own negligence. The indemnity required hereunder shall not be limited by reason of the specifications or any particular insurance coverage in this Contract.

10. **Liability:** The CONSULTANT shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the COUNTY caused by the errors, omissions or negligence of the CONSULTANT, or by any sub-Consultant engaged by the CONSULTANT in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all Task Work Orders thereto, and for any and all damages, losses, and expenses to the COUNTY arising out of the CONSULTANT's negligent performance of any of its obligations contained in this Contract and any and all Task Work Orders thereto. The CONSULTANT shall be liable and agrees to be liable for an shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the CONSULTANT's errors, omissions, negligence, or those of any and all sub-Consultants engaged by the CONSULTANT during the providing, performing and furnishing of services, work or materials pursuant to this Contract and any and all Task Work Orders thereto. Nothing in this agreement shall be construed as a waiver of the COUNTY's sovereign immunity as provided for under Chapter 768 Florida Statutes.
11. **Licenses:** The CONSULTANT agrees to and shall obtain and maintain throughout the period that this Contract is in effect, all licenses and authorizations as are required to do business in the State of Florida, including, but not limited to, licenses required by any state boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the CONSULTANT pursuant to the Contract and any and all Task Work Orders thereto.
12. **Personnel:** The CONSULTANT agrees that when the services to be provided under this Contract, or any Task Work Orders thereto, relate to professional service which, under the laws of Florida, require a license, certificate of authorization, or other form of legal entitlement to practice such service, that the CONSULTANT will employ and retain the services of such qualified persons to render the services to be provided pursuant to this Contract and/or all Task Work Orders thereto.
13. **Timely Accomplishment of Services:** The CONSULTANT agrees to employ, engage, retain, and/or assign an adequate number of personnel throughout the period of this Contract so that all professional services provided pursuant to this Contract and any and all Task Work Orders thereto, will be provided, performed and completed in a diligent, continuous manner consistent with sound professional practices.
14. **Standards of Professional Service:** The CONSULTANT agrees to provide and perform the professional services provided pursuant to this Contract and any and all Task Work Orders thereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of applicable governmental agencies which may regulate or have jurisdiction over the project and services to be provided and/or performed by consultant for the COUNTY, and by any sub-Consultant engaged by the CONSULTANT.

15. **Legal Insertions, Errors, Inconsistencies, or Discrepancies in Contract:** It is the intent and understanding of the parties to this Contract and all Task Work Orders that each and every provision of law required to be inserted in this Contract and all supplemental Agreements shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted in correct form or substance, then this Contract shall, upon application of either party, be amended by such assertion so as to comply strictly with the law and without prejudice to the right of either party.
16. **Termination:** The failure of either party to comply with any provision of the contract shall place that party in default. Prior to terminating the contract, the non-defaulting party shall notify the defaulting party in writing. Notification shall make specific reference to the provision which gave rise to the default.

The defaulting party shall be given seven (7) days in which to cure the default. The County Administrator is authorized to provide written notice of termination on behalf of the COUNTY, and if the default situation is not corrected within the allotted time, the County Administrator is authorized to provide final termination notice on behalf of the COUNTY to the CONSULTANT.

The COUNTY may terminate a Task Work Order or the Contract without cause by first providing at least thirty (30) days written notice to the CONSULTANT prior to the termination date. The County Administrator is authorized to provide written notice of termination on behalf of the COUNTY. Upon any such termination, the CONSULTANT shall be paid for all service performed to the date of such termination.

In the event funds to finance a Task Work Order or the Contract become unavailable, the COUNTY may terminate the Task Work Order or Contract with no less than twenty-four hours notice in writing to the CONSULTANT. The COUNTY shall be the final authority as to the availability of funds. Upon any such termination, the CONSULTANT shall be paid for all service performed to the date of such termination.

17. **Independent Contractor:** It is understood and agreed that the CONSULTANT is an independent contractor with no express or implied authority to act for or to obligate the COUNTY, except as specifically provided for in the Contract.
18. **Documents:** Original project documents prepared by the CONSULTANT under this Contract and all Task Work Orders are, and shall remain, the property of the COUNTY, and shall be delivered to the COUNTY upon final completion or termination of the project covered by any specific Task Work Order. Original project documents shall include, but not be limited to, original drawings; technical specification and contract documents; surveys; survey notes; engineering reports; design notes, planning reports and as-built drawings. All documents including drawings and technical specifications prepared by the CONSULTANT pursuant to this Contract and any specific Task Work Orders are instruments of service in respect to the project and the COUNTY shall have the right to use and reuse all such documents and to furnish to others to use or reuse such

documents without the consent of the CONSULTANT. Any reuse will be at the COUNTY's sole risk and without liability or legal exposure to the CONSULTANT.

19. **Approval of Plans and Documents by the COUNTY Not Deemed Release:** Approval of the COUNTY of any plans, drawings, documents, specifications, or work prepared or provided by the CONSULTANT under this Contract and any specific Task Work Order shall not constitute nor be deemed a release of the responsibility and liability of the CONSULTANT for the accuracy and competency of their designs, working drawings, and specifications or other documents and work; nor shall such approval be deemed to the assumption of such responsibility of the COUNTY for any error or omission in the designs, working drawings, and specifications or other documents prepared by the CONSULTANT, its employees, agents, sub-Consultants.
20. **Effective and Binding:** The Contract shall not become effective or binding upon the COUNTY unless and until the COUNTY Commission shall have authorized its execution and any subsequent Task Work Order(s).
21. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. It is further agreed and understood that in any event of any litigation between the COUNTY and the CONSULTANT arising out of any interpretation or compliance with any of the terms, conditions, and requirements of the Contract, Taylor County, Florida shall be the proper and exclusive venue for filing any lawsuit with respect to any such litigation.
22. **Attorneys' Fees and Cost:** In the event of default by either party under the terms of the Contract, the defaulting part shall be liable for, and agrees to pay all cost and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees.
23. **Grant Funds:** It is anticipated that the COUNTY may, from time to time, be awarded grants from various sources to pay or partially pay for engineering and consulting fees for certain County Projects, as well as providing funds for the cost of any specific County Project. The CONSULTANT agrees to and shall abide by and be subject to all reasonable requirements, which may be imposed under any such grant awarded to the COUNTY.
24. **Non-Exclusive Contract:** The parties hereto agree that this Contract is non-exclusive and the COUNTY has the right, in its sole discretion, and at any time can engage other parties to perform services or work of similar nature and to make agreements on any terms whatsoever with said other parties to perform said services if the COUNTY and the CONSULTANT are unable to successfully negotiate the terms, conditions, and compensation for the rendering of services on any specific project.
25. **Successors and Assigns:** Neither the COUNTY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Contract with the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. 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 prevent the CONSULTANT from employing such independent professional associates and consultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder. Nothing under this Contract shall be construed to give any rights or benefits in this Contract to anyone other than the COUNTY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to the Contract will be for the sole and exclusive benefit of the COUNTY and the CONSULTANT and not for the benefit of any other party. It is understood and agreed that the COUNTY shall have the absolute right, at the end of the term of this Contract to employ other consulting firms after the termination of the Contract, using Consultant's documents or any other documents which are prepared by other consulting firms or otherwise.

26. **Special Provisions:** It is further mutually agreed by the parties hereto that the CONSULTANT shall proceed to furnish services in any phase of the project under the terms heretofore provided in this Contract, after Notice to Proceed has been given by the COUNTY to commence services on any County Project identified in any Task Work Order. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract.

The CONSULTANT agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR Part 60); and agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970; and will maintain an Affirmative Action Program and agrees to and shall abide by and comply with applicable rules, regulations, standards, and requirements pertaining to employee safety and health as may be adopted from time to time and those which are adopted and enforced by the Division of Safety, Florida Department of Labor and Employment Safety, in all public sector employment locations.

The CONSULTANT agrees that the COUNTY and all other governmental entities, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to any specific grant program or specific project under any Task Work Order for the purpose of making audit, examinations, excerpts and transcriptions for a period of up to three (3) years after the COUNTY makes final payment and all other pending matters are closed. The CONSULTANT has a "drug-free workplace" program, which will remain in effect.

27. **Entire Agreement:** This Contract constitutes the entire agreement between the COUNTY and the CONSULTANT and supersedes all prior written or oral understandings. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



28. **Parties Bound:** This Contract shall be binding upon and shall inure to the benefit of the COUNTY and Consultant, their successors and assigns.

29. **E-Verify System – U.S. Division of Homeland Security:**

1. Consultant shall utilize the U.S. Department of Homeland Security's E-verify system to verify the employment of all new employees hired by the CONSULTANT during the term of the contract; and
2. Consultant shall expressly require any subcontractors performing work or providing services pursuant to the state contract likewise utilize the U.S. Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract.

30. **Federal Requirement:**

The following terms apply to this Agreement for any such Project or Task Work Order(s) which involves the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency and the Florida Department of Transportation, when applicable, relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. **Compliance with Regulations:** The CONSULTANT shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. **Nondiscrimination:** The CONSULTANT, with regard to the work performed during the contract, will not discriminate on the basis of race, color, national origin, gender, age, disability, religion or family status in the selection and retention of SUB-CONSULTANTS, including procurements of material and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- E. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations made by the CONSULTANT, either by competitive bidding or negotiation for

work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, gender, age, disability, religion or family status.

- F. Information and Reports: The CONSULTANT will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the Local Agency, Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
- (1) withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies and/or
  - (2) cancellation, termination or suspension of the contract, in whole or in part.
- H. Incorporation of Provisions: The CONSULTANT will include the provisions of Paragraphs C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the Local Agency and the Florida Department of Transportation to enter into such litigation to protect the interests of the Local Agency and the Florida Department of Transportation, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- K. Participation by Disadvantaged Business Enterprises: The CONSULTANT shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the CONSULTANT and any SUB-CONSULTANT or contractor.

The Consultant, sub-recipient or subcontractor shall not be discriminated on the basis of race, color, gender, religion, age, disability, marital status or national origin in the performance of this contract. The consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT- assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the CONSULTANT at any time learns that the certification it provided the COUNTY in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the CONSULTANT shall provide immediate written notice to the COUNTY. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the CONSULTANT in all lower tier covered transactions and in all aforementioned federal regulation.
- N. The COUNTY hereby certifies that neither the Consultant nor the Consultant's representative has been required by the COUNTY, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

(1) employ or retain, or agree to employ or retain, any firm or person, or

(2) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The COUNTY further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

O. The CONSULTANT hereby certifies that it has not:

- (1) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this contract;
- (2) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
- (3) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The CONSULTANT further acknowledges that this agreement will be furnished to the COUNTY, the Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

### **31. Public Records**

The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT in conjunction with this Agreement. Specifically, if the CONSULTANT is acting on behalf of a public agency the CONSULTANT shall:

- (1) Keep and maintain public records that ordinarily would be required by the COUNTY in order to perform the services being performed by the CONSULTANT.
- (2) Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT 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 COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure by the CONSULTANT to grant such public access shall be grounds for immediate and unilateral cancellation of this Agreement by the COUNTY. The CONSULTANT shall promptly provide the COUNTY with a copy of any request to inspect or copy public records in possession of the CONSULTANT and shall promptly provide the COUNTY a copy of the CONSULTANT's response to each such request.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract for Professional Engineering Services as of the day and year first above written.

Signed, sealed and delivered  
In the presence of:

TAYLOR COUNTY, FLORIDA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
PAT PATTERSON  
Chairman

\_\_\_\_\_  
Print

ATTEST:

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

Signed, sealed and delivered  
In the presence of:

\_\_\_\_\_  
Witness

Rebecca E Sabis  
\_\_\_\_\_  
Print

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

Robert Walpole  
\_\_\_\_\_  
Print

Erin L Hughes  
\_\_\_\_\_  
Witness

Erin L. Hughes  
\_\_\_\_\_  
Print

(SEAL)



## **EXHIBIT "A"**

### **HIGHWAY AND BRIDGE/STRUCTURAL DESIGN**

#### **SCOPE OF SERVICES**

## **TABLE OF CONTENTS**

<b>1.0</b>	<b>PURPOSE .....</b>	<b>1</b>
<b>2.0</b>	<b>SCOPE .....</b>	<b>1</b>
2.1	FDOT WORK CLASSIFICATIONS .....	1
<b>3.0</b>	<b>DEFINITIONS .....</b>	<b>2</b>
<b>4.0</b>	<b>PROJECT DESCRIPTION.....</b>	<b>2</b>
<b>5.0</b>	<b>PROJECT COMMON AND PROJECT GENERAL TASKS:.....</b>	<b>2</b>
5.1	SPECIFICATIONS PACKAGE AND CONSTRUCTION CHECKLIST PREPARATION .....	4
5.2	POST DESIGN SERVICES .....	5
5.3	ELECTRONIC/DIGITAL DELIVERY .....	5
<b>6.0</b>	<b>ROADWAY ANALYSIS .....</b>	<b>5</b>
6.1	TRAFFIC CONTROL ANALYSIS .....	5
6.2	TRAFFIC CONTROL PLAN DESIGN FILES.....	6
6.3	DESIGN VARIATIONS AND EXCEPTIONS.....	6
6.4	DESIGN REPORT. ....	6
6.5	QUANTITIES.....	6
<b>7.0</b>	<b>ROADWAY PLANS .....</b>	<b>6</b>
7.1	ENVIRONMENTAL DETAIL SHEETS.....	6
<b>8.0</b>	<b>DRAINAGE ANALYSIS .....</b>	<b>6</b>
<b>9.0</b>	<b>UTILITIES .....</b>	<b>7</b>
<b>10.0</b>	<b>ENVIRONMENTAL PERMITS, COMPLIANCE AND CLEARANCES:.....</b>	<b>7</b>
10.1	PRELIMINARY PROJECT RESEARCH.....	7
10.2	COMPLETE AND SUBMIT ALL REQUIRED PERMIT APPLICATIONS .....	7
10.3	CONTAMINATION IMPACT ANALYSIS.....	7
<b>11.0</b>	<b>STRUCTURES-SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS .....</b>	<b>7</b>
<b>12.0</b>	<b>PROJECT REQUIREMENTS .....</b>	<b>8</b>
12.1	KEY PERSONNEL .....	8
12.2	PROGRESS REPORTING.....	8
12.3	PROFESSIONAL ENDORSEMENT.....	8
12.4	COORDINATION WITH OTHER CONSULTANTS.....	8
<b>13.0</b>	<b>INVOICING INSTRUCTIONS:.....</b>	<b>8</b>



**SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES**  
**HIGHWAY AND BRIDGE/STRUCTURAL DESIGN**

**1.0 PURPOSE:**

This scope of services describes and defines the Highway and Bridge/Structural Design services which are required in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein. The services to be provided under this agreement will be provided on an as needed basis using Task Work Order issued by the Department. The Task Work Order (TWO) will identify the project on which the services are to be provided and the authorized date for the services to begin.

**2.0 SCOPE:**

Provide services as defined in this Scope of Services, subsequent TWOs, and COUNTY contract documents. Exercise independent professional judgment in performing obligations and responsibilities under this Agreement.

**2.1 FDOT Work Classifications:**

Major work groups include:     ***3.1 Minor Highway Design***  
  ***4.1.1, 4.1.2 Structure & Bridge Design***

Minor work groups include:    ***6.1, 7, 7.1, 7.2, 7.3, and 8.2***

The general objective is for the CONSULTANT to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with the policies, procedures and requirements of the of the COUNTY, FDOT as may be required. It should be noted that the COUNTY processes may differ from that of the CONSULTANT. Contract documents prepared by CONSULTANT will be used by the COUNTY to bid the project and the Contractor to build the project. Additionally, these Contract documents will be used by the COUNTY or its Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the project. The CONSULTANT shall follow a systems engineering process to ensure that all required project components are included in the development of the Contract documents and the project can be built as designed and to specifications.

The Scope of Services establishes which items of work in the Florida Green Book, FDOT Plans Preparation Manual and other pertinent manuals are specifically prescribed to accomplish the work included in this contract, and also indicate which items of work will be the responsibility of the CONSULTANT and/or the COUNTY.

The CONSULTANT shall be aware that as a project is developed, certain minor modifications and/or minor improvements to the original concepts not materially impacting the CONSULTANT's cost of performance may be required. The CONSULTANT shall incorporate these refinements into the design and consider such refinements to be an anticipated and integral part of the work. This shall not be a basis for any supplemental fee request(s).

The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with the COUNTY, the Florida Department of Transportation and others as necessary, management of time and resources, and documentation.

The CONSULTANT shall set up and maintain throughout the design of the project, a contract file in accordance with COUNTY procedures. CONSULTANT is expected to know the laws and rules governing their professions and are expected to provide services in accordance with current regulations, codes and ordinances and recognized standards applicable to such professional services. CONSULTANT shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this agreement to COUNTY standards and procedures. CONSULTANT shall minimize to the maximum extent possible the COUNTY's need to apply its own resources to assignments authorized by the COUNTY.

The COUNTY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of contract documents, including Construction documents. The COUNTY's technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. The COUNTY may provide job-specific information and/or functions as outlined in this contract, if favorable.

### **3.0 DEFINITIONS:**

- A. Agreement: The Professional Services Agreement between the COUNTY and the CONSULTANT setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. Contractor: The individual, firm, or company contracting with the COUNTY for performance of work or furnishing of materials.
- C. Construction Contract: The written agreement between the COUNTY and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- D. CONSULTANT: The Consulting firm under contract to the COUNTY for administration of Design, Specification and Plan Preparation services.
- E. Engineer of Record: The Engineer noted on the Construction plans as the person in responsible charge for the design and preparation of the plans.

### **4.0 PROJECT DESCRIPTION:**

The CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies and/or activities. Each project description will be defined in each individual Task Work Order (TWO).

### **5.0 PROJECT COMMON AND PROJECT GENERAL TASKS:**

#### **Project Common Tasks**

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities. These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT shall be responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. Prior to 60% plans and completion of quantities, any estimating process such as a spreadsheet may be used to produce a conceptual estimate. The quantities will

be developed (beginning at 60% plans and no later than 90% plans). A Summary of Pay Items sheet shall be prepared with all required phase submittals. The number of phase submittals will vary by project and will be determined by the COUNTY at each project kick-off.

In providing estimates of construction cost, the COUNTY understands that the CONSULTANT has no control over the cost or availability of labor, equipment or materials, or over market conditions or the method of pricing of bidders or proposers, and that the CONSULTANT's estimates are made on the basis of the CONSULTANT's professional judgment and experience. The CONSULTANT makes no warranty, express or implied, that the bids or the negotiated cost of the construction will not vary from the CONSULTANT's estimate of probable construction cost.

The CONSULTANT shall contact the COUNTY for details of the current format to be used before starting preparations of the specification package and any applicable Technical Special Provisions.

Field Reviews: The CONSULTANT shall make as many trips to the project site as required to obtain necessary data for all elements of the project.

Technical Meetings: The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with the COUNTY, Local Agencies, FDOT, between disciplines and subconsultants, such as access management meetings, pavement design meetings, railroads, airports, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT shall prepare, and submit to the COUNTY for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) days of attending the meeting.

Quality Assurance/Quality Control: It is the intention of the COUNTY that CONSULTANT, including their subconsultant(s), is held responsible for their work, including plans review. Detailed checking of CONSULTANT plans or assisting in designing portions of the project for the CONSULTANT is not the intent of having external design consultants. The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined by the COUNTY as applicable, that state and federal design criteria are followed as applicable, and that the CONSULTANT submittals are complete. All subconsultant document submittals shall be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to the COUNTY.

It is the CONSULTANT's responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT should regularly communicate with the COUNTY to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and their subconsultant(s) under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this contract, or it may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for each project. The CONSULTANT shall submit a Quality Control Plan

for approval within twenty (20) business days of the written Task Work Order and it shall be signed by the CONSULTANT's Project Manager and the CONSULTANT QC Manager. The Quality Control Plan shall include the names of the CONSULTANT's staff that will perform the quality control reviews. The Quality Control reviewer shall be a Florida Licensed Professional Engineer fully prequalified under F.A.C. 14-75 in the work type being reviewed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by the COUNTY, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other services.

Independent Peer Review: When directed by the COUNTY, a subconsultant may perform Independent Peer Reviews.

Independent Peer Review and a Constructability/Bidability Review for design Phase Plans document submittals are required on each project. These separate reviews shall be completed by someone who has not worked on the plan component that is being reviewed. These could include, but are not limited to a separate office under the Prime's umbrella, a subconsultant that is qualified in the work group being reviewed, or a CEI. It does not include persons who have knowledge of the day to day design efforts. The Constructability/Bidability Review shall be performed by a person with experience working on Local Agency and or federal aid construction projects (CEI, Contractor, etc.)

The Independent Peer Review for design Phase Plans submittals shall ensure the plans meet COUNTY requirements, the Florida Green Book, PPM (when applicable) and Design Standards. The Constructability/Bidability Review shall ensure the project can be constructed and paid for as designed. If requested for review, the CONSULTANT shall submit the "marked-up" set of plans from this review along with the review comments and comment responses from any previous Constructability/Bidability reviews.

Supervision: The CONSULTANT shall supervise all technical design activities.

Coordination: The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

**5.1 Specifications Package and Construction Checklist Preparation:** The CONSULTANT shall prepare and provide a specifications package prepared in accordance with the COUNTY's specifications guidance. The Specifications Package shall be prepared using the COUNTY's specification development methodology or the FDOT's Specs on the Web application as agreed upon in each TWO. The CONSULTANT shall be able to document that the procedure defined by the COUNTY or in the FDOT Handbook for the Preparation of Specifications Packages is followed, which includes the quality assurance/quality control procedures. The specifications package shall address all items and areas of work and include any Mandatory Specifications, Modified Special Provisions, and Technical Special Provisions.

The specifications package must be submitted for review to the COUNTY at least 30 days prior to the planned construction advertisement date, or sooner if required. This

submittal does not require signing and sealing and shall be coordinated through the COUNTY. The CONSULTANT shall coordinate with the COUNTY on the submittal requirements, but at a minimum shall consist of (1) the complete specifications package, (2) a copy of the marked-up workbook used to prepare the package and, (3) final project plans.

Final submittal of the specifications package must occur at least 14 working days prior to the planned construction advertisement date. This submittal shall be electronically/digitally signed, dated, and sealed in accordance with applicable Florida Statutes.

- 5.2 Post Design Services:** Post design services may include, but not be limited to, meetings, construction assistance, plan revisions, shop drawing review, survey services and load ratings. Specific services will be negotiated as necessary as a contract amendment.

Post Design Services are not intended for instances of CONSULTANT errors and/or omissions.

- 5.3 Electronic/Digital Delivery:** The CONSULTANT shall deliver final contract plans in electronic/digital format using LAPIT. The final contract plans shall be signed and sealed

## **6.0 ROADWAY ANALYSIS:**

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all COUNTY and applicable FDOT manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

- 6.1 Traffic Control Analysis:** The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction unless the COUNTY determines that the Traffic Control Plan will be furnished by the Contractor. When the design is provided by the CONSULTANT, the design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs).

The CONSULTANT shall investigate the need for temporary traffic signals, temporary lighting, alternate detour roads, and the use of materials such as sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed FDOT required training. Before proceeding with the Traffic Control Plan, the CONSULTANT shall meet with the COUNTY to provide information to the COUNTY that will better coordinate the Preliminary and Final Traffic Control Plan efforts.

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify the Local Agency Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the Local Agency unless the

road is on the State or National Highway system, in which case approval must be obtained from the Department. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities. CONSULTANT shall be responsible to obtain local authorities permission for use of detour routes not on state highways.

- 6.2 Traffic Control Plan Design Files:** The CONSULTANT shall develop master Traffic Control Plan files showing each phase of the Traffic Control Plan.
- 6.3 Design Variations and Exceptions:** If available, the COUNTY shall furnish the Variation/Exception Report. The CONSULTANT shall prepare the documentation necessary to gain COUNTY approval and FDOT concurrence (when applicable) of all appropriate Design Variations and/or Design Exceptions before the Phase 1 submittal. All documentation associated with Exceptions and Variations shall be reviewed by the COUNTY prior to submittal to the FDOT for approval or concurrence when required.
- 6.4 Design Report:** The CONSULTANT shall prepare all applicable report(s) as listed in the Project Description section of this scope. Once prepared, the CONSULTANT shall submit to the COUNTY design notes, data, and calculations to document the design conclusions reached during the development of the contract plans as requested by the COUNTY. Such design notes, data, and computations shall be scanned and delivered electronically in a format specified by COUNTY, fully titled, numbered, dated, indexed and signed by the designer and the checker.
- 6.5 Quantities:** The CONSULTANT shall prepare all required summary of quantities sheets. This includes all efforts required to develop accurate quantities and the supporting documentation, including construction days when required.

## **7.0 ROADWAY PLANS:**

The CONSULTANT shall prepare the plan sheets necessary to convey the intent and scope of the project for the purposes of construction in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The determination of the necessary plans sheets shall be may by the COUNTY.

- 7.1 Environmental Detail Sheets:** Preparation of detail sheets for potential environmental issues such as, underground fuel tanks and monitoring wells, septic tanks within the proposed right of way. All piping and pumps in association with the above referenced issues shall also be located and identified by the survey. The CONSULTANT shall relay to the COUNTY and relevant Regulatory Agencies any findings of contaminated soil, monitoring wells, or any features (particularly springs or sinks) relating to contamination or hazardous material.

## **8.0 DRAINAGE ANALYSIS:**

The CONSULTANT shall be responsible for designing a drainage and stormwater management system. The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable COUNTY, State and Federal manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The CONSULTANT shall concurrently fully coordinate with the appropriate permitting agencies and the COUNTY.

## **9.0 UTILITIES:**

Utility coordination will be addressed by the CONSULTANT unless otherwise stated.

## **10.0 ENVIRONMENTAL PERMITS, COMPLIANCE AND CLEARANCES:**

The CONSULTANT shall notify the COUNTY and other appropriate personnel in advance of all scheduled permit related meetings with any regulatory agency to allow the COUNTY representative to attend. Notification shall include copying the COUNTY on all related correspondence.

**10.1 Preliminary Project Research:** The CONSULTANT shall perform preliminary project research and shall be responsible for early identification of and coordination with the appropriate regulatory agencies to assure that design efforts are properly directed toward permit requirements.

**10.2 Complete and Submit All Required Permit Applications:** The CONSULTANT shall prepare permit packages as required by the COUNTY and applicable permitting agencies.

The CONSULTANT shall collect all of the data and information necessary to obtain the environmental permits required to construct a project. The CONSULTANT will complete field survey or agency required forms (such as SRWMD ERP application, the US Army Corps of Engineers (USACE) "Wetland Determination Data Form – Atlantic and Gulf Coastal Plain Region"; the USACE "Approved Jurisdictional Determination Form"; UMAMs, Biodiversity Matrix review, Cultural Resource Assessment and/or project specific data forms, as required) for use in Permit Applications.

The CONSULTANT shall prepare each permit application for COUNTY approval in accordance with the rules and/or regulations of the environmental agency responsible for issuing a specific permit and/or authorization to perform work.

The CONSULTANT will submit all permit applications, as directed by the COUNTY with the COUNTY responsible for payment of all permit fees.

**10.3 Contamination Impact Analysis:** The CONSULTANT shall perform the necessary analysis to complete the Contamination Screening Evaluation for any changes to the project and complete the Contamination Screening Evaluation Report as described in Part 2, Chapter 22, of the PD&E Manual.

## **11.0 STRUCTURES-SUMMARY AND MISCELLANEOUS TASKS AND DRAWINGS:**

The CONSULTANT shall analyze, design, and develop contract documents for all structures in accordance with applicable provisions of each TWO.

The CONSULTANT shall provide Design Documentation to the COUNTY with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements and be neatly and logically presented at the COUNTY's request. The final design calculations shall be signed and sealed by a Florida-licensed professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review



task.

In accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums, CONSULTANT shall analyze and prepare plans for the following:

STRUCTURES - MISCELLANEOUS  
SIGNING AND PAVEMENT MARKING  
SIGNALIZATION  
LIGHTING

## **12.0 PROJECT REQUIREMENTS:**

- 12.1 Key Personnel:** The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by DEPARTMENT.
- 12.2 Progress Reporting:** The CONSULTANT shall meet with the COUNTY as required and shall provide a written monthly progress report with approved schedule, schedule status, and payout curve or by using the earned value method that describe the work performed on each task. The report will include assessing project risk through monthly documentation of identifying and updating the risk category and approach for monitoring those tasks. Invoices shall be submitted after the COUNTY approves the monthly progress report and the payout curve or with earned value analysis. The COUNTY will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.
- 12.3 Professional Endorsement:** The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, technical special provisions, and plans as required by the COUNTY and/or the State of Florida standards as applicable. CONSULTANT shall clearly identify the Engineer of Record in responsible charge of each TWO.
- 12.4 Coordination with Other Consultants:** The CONSULTANT is to coordinate his work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project(s) described herein.

## **13.0 INVOICING INSTRUCTIONS:**

- 13.1** Payment for the work accomplished shall be in accordance with the TWO. The COUNTY and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by the COUNTY.
- 13.2** Monthly invoices shall be submitted to the COUNTY in a format and distribution schedule defined by the COUNTY, no later than the 20th day of the following month.
- 13.3** If the monthly invoice cannot be submitted on time, notify the COUNTY prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the CONSULTANT Project Principal or Senior Project Engineer shall notify the COUNTY via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

- 13.4** All invoices shall be submitted in both electronic and hard copy versions in the format acceptable to the COUNTY. The COUNTY's must receive hard copy original documentation for final payment approval, electronic formats will be not be solely acceptable for invoicing.
- 13.5** All charges to the individual project will end no later than ten (10) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the COUNTY. A Final Invoice will be submitted to the COUNTY no later than the 30<sup>th</sup> day following Final Acceptance of the individual project or as requested by the COUNTY.

Schedule 'A'  
**CHW - 2016 Standard Rates**  
Effective July 1, 2015 – June 30, 2016

<b><u>Civil Engineering Division</u></b>	<b><u>Rate</u></b>
Director Engineering	\$ 155.00/hr.
Senior Project Manager	\$ 140.00/hr.
Project Manager/Professional Engineer	\$ 120.00/hr.
Project Engineer	\$ 100.00/hr.
Project Coordinator	\$ 65.00/hr.
<b><u>Construction Engineering Inspections Division</u></b>	<b><u>Rate</u></b>
Director Construction Services	\$ 155.00/hr.
Construction Project Manager	\$ 110.00/hr.
Senior Inspector/Supervisor	\$ 90.00/hr.
Inspector	\$ 80.00/hr.
<b><u>Planning Division</u></b>	<b><u>Rate</u></b>
Director of Planning & G.I.S. Services	\$ 155.00/hr.
Senior Project Manager	\$ 140.00/hr.
Senior Planner	\$ 120.00/hr.
Land Planner	\$ 100.00/hr.
<b><u>Land Surveying Division</u></b>	<b><u>Rate</u></b>
Director/Professional Surveyor & Mapper	\$ 155.00/hr.
Senior Project Manager	\$ 140.00/hr.
Professional Surveyor & Mapper	\$ 120.00/hr.
Chief of Surveys/Project Surveyor	\$ 100.00/hr.
2-Man Field Crew	\$ 120.00/hr.
GPS Field Operator/Robotics (1-man)	\$ 95.00/hr.
Field Technician	\$ 65.00/hr.
<b><u>All Divisions</u></b>	<b><u>Rate</u></b>
Depositions/Expert Witness	\$ 400.00/hr.
Principals	\$ 200.00/hr.
Senior CADD Designer	\$ 95.00/hr.
CADD Designer II	\$ 85.00/hr.
GIS/Mapping Technician	\$ 80.00/hr.
CADD Designer I	\$ 70.00/hr.
Project Interns	\$ 50.00/hr.
Project Assistant / Administrative Assistant	\$ 50.00/hr.

G:\Library\CHW\General\CHW\_Fee\_Schedule\2016 hourly fees.docx

Overnight deliveries and Prints charged at 115% of actual cost.  
Rates may be increased by 5% July 1 of each year of this contract.

# **TAYLOR COUNTY BOARD OF COMMISSIONERS**

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

**SUBJECT/TITLE:**

THE BOARD TO APPROVE PAYMENT OF AN INVOICE FOR THE  
FLORIDA ASSOCIATION OF COUNTIES TRUST



**MEETING DATE REQUESTED:**

AUGUST 18, 2015

**Statement of Issue:** ON JUNE 23, 2015, THE BOARD APPROVED A SETTLEMENT IN A LAWSUIT (FERGUSON) THAT HAD BEEN MEDIATED IN MAY 2015. THE BOARD'S DEDUCTIBLE IN THE SETTLEMENT IS \$5,000 AND THIS IS THE INVOICE FOR THAT DEDUCTIBLE.

**Recommended Action:** APPROVE PAYMENT

**Fiscal Impact:** \$5000

**Budgeted Expense:** YES

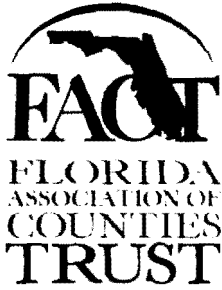
**Submitted By:** COUNTY ADMINISTRATOR 838-3500

**Contact:**  
SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:** INVOICE



## FLORIDA ASSOCIATION OF COUNTIES TRUST

### DEDUCTIBLE INVOICE

**TO:** Ms. Tammy Taylor  
Taylor County Board of County Commissioners  
FACT # 10081040  
PO Box 620  
Perry, FL 32348

**FROM:** Valerie Morrison  
Finance  
407-367-1818

**Date:** July 31, 2015

**RE:** Deductible Invoice

Below is the amount due on your Deductibles as of 6/30/2015

<b>Total Amount Due</b>	<b>\$5,000.00</b>
<b>Payment Due by:</b>	<b>8/30/2015</b>

\*\*\* Detailed Breakdown Attached

Please make check payable to:  
Florida Association of Counties Trust  
P.O. Box 1757  
Tallahassee, FL 32302-1757

## FLORIDA ASSOCIATION OF COUNTIES TRUST - GENERAL LIABILITY

## DEDUCTIBLE INVOICE DETAILS

10/01/2012 - 09/30/2013 as of 6/30/2015

FACT #: 9018

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

File Number	Type	Claimant Name	Description	Date of Loss	Deductible	Amount Paid to Date	Amount Recov to Date	Amount Due
<b>Monies Due:</b>								
GC2012000045-F	GL	ALVIN FERGUSON	1/16/2013 01:51:51 PM (sflores) ALLEGED TRIP AND FALL	11/15/2012	\$5,000	30,000.00	0.00	5,000.00
<b>Totals</b>						<b>30,000.00</b>	<b>0.00</b>	<b>5,000.00</b>

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**

THE BOARD TO REVIEW AND CONSIDER APPROVAL OF THE TAYLOR COUNTY PUBLIC LIBRARY STATE AID APPLICATION, AS AGENDAED BY THE LIBRARY MANAGER, LINDA HAWKINS.

**MEETING DATE REQUESTED:**

AUGUST 18, 2015

**Statement of Issue:**

THIS IS THE ANNUAL STATE AID TO LIBRARIES GRANT APPLICATION FOR FY 2015-2016. THE PURPOSE OF THE STATE AID PROGRAM IS TO ENCOURAGE LOCAL GOVERNMENTS TO ESTABLISH AND CONTINUE DEVELOPMENT OF FREE LIBRARY SERVICES TO ALL RESIDENTS OF FLORIDA.

**Recommended Action:** APPROVE THE GRANT APPLICATION

**Fiscal Impact:** \$74,634 TO TAYLOR COUNTY

**Budgeted Expense:** YES

**Submitted By:** LINDA HAWKINS, LIBRARY MANAGER, 850-838-3512

**Contact:** PARA.PRO@TAYLORCOUNTYGOV.COM

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:**



**STATE AID TO LIBRARIES GRANT  
AGREEMENT BETWEEN  
THE STATE OF FLORIDA, DEPARTMENT OF STATE  
AND  
Taylor County Board of County Commissioners  
for and on behalf of  
Taylor County Public Library**

This Agreement is by and between the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the "Division," and the Taylor County Board of County Commissioners for and on behalf of Taylor County Public Library, hereinafter referred to as the "Grantee."

The Grantee has submitted an application and has met all eligibility requirements and has been awarded a State Aid to Libraries Grant (CSFA 45.030) by the Division in the amount specified on the "Fiscal Year 2015-2016 State Aid to Libraries Final Grants" document (which is incorporated as part of this Agreement and entitled Attachment B). The Division has the authority to administer this grant in accordance with Section 257, *Florida Statutes*. By reference, the application and any approved revisions are hereby made a part of this agreement.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**1. Grant Purpose.** This grant shall be used exclusively for the "State Aid to Libraries Grant," the public purpose for which these funds were appropriated.

a) The Grantee shall perform the following **Scope of Work** as identified in Section 257.17 *Florida Statutes*:

Manage or coordinate free library service to the residents of its legal service area. The Grantee shall:

1. Have a single administrative head employed full time by the library's governing body;
2. Provide free library service, including loaning materials available for circulation free of charge and providing reference and information services free of charge;
3. Provide access to materials, information and services for all residents of the area served; and
4. Have at least one library, branch library or member library open 40 hours or more each week.

- b) The Grantee agrees to provide the following **Deliverables** related to the Scope of Work for payment to be awarded.

Payment 1, Deliverable/Task 1:

- The first payment will be a fixed price in the amount of 100% of the grant award. The Grantee will have at least one library, branch library or member library open 40 hours or more each week.
2. **Length of Agreement.** This Agreement shall begin the date the agreement is signed by both the Grantee's Governing Body and the Division and continue until all grant funds have been expended, unless terminated in accordance with the provisions of Section 29 of this Agreement.
3. **Expenditure of Grant Funds.** The Grantee cannot obligate or expend any grant funds before the Agreement has been signed by all parties. No costs incurred after termination of the Agreement shall be allowed unless specifically authorized by the Division.
4. **Contract Administration.** The parties are legally bound by the requirements of this agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the contract manager within 10 days of the change.

**For the Division of Library and Information Services:**

Marian Deeney, Library Program Administrator  
Florida Department of State  
R.A. Gray Building  
Mail Station # 9D  
500 South Bronough Street  
Tallahassee, Florida 32399  
Phone: (850) 245-6620  
Facsimile: (850) 245-6643  
Email: marian.deeney@dos.myflorida.com

**For the Grantee:**

Linda Hawkins, Library Manager  
403 North Washington Street  
Perry, Florida 32347-2791  
Phone: (850) 838-3512  
Facsimile: (850) 838-3514  
Email: para.pro@taylorcountygov.com

5. **Grant Payments.** All grant payments are requested by submitting a Grant Payment Request Form. The Grant Payment Request Form is available on the Division's website at [info.florida.gov/services-for-libraries/grants/cooperative/guidelines-applications-and-forms/](http://info.florida.gov/services-for-libraries/grants/cooperative/guidelines-applications-and-forms/). The total grant award shall not exceed the amount specified on the "Fiscal Year 2015-2016 State Aid to Libraries Final Grants" document (Attachment B), which shall be paid by the Division in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. The grant payment schedule is outlined below:

a) The first payment will be a 100% fixed price in the amount of the grant award as specified in Attachment B. Payment will be made in accordance with the completion of the Deliverables.

6. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through EFT must submit a Vendor Direct Deposit Authorization form to the Florida Department of Financial Services. If EFT has already been set up for your organization, you do not need to submit another authorization form unless you have changed bank accounts. To download this form visit [myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf](http://myfloridacfo.com/Division/AA/Forms/DFS-A1-26E.pdf). The form also includes tools and information that allow you to check on payments.

7. **Florida Substitute Form W-9.** A completed Substitute Form W-9 is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. The Department of Financial Services (DFS) must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit [flvendor.myfloridacfo.com/](http://flvendor.myfloridacfo.com/). **A copy of the Grantee's Florida Substitute Form W-9 must be submitted by the Grantee to the Division with the executed Agreement.**

8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*:

Should the library fail to provide free library service to the public or to be open for at least 40 hours per week, it will no longer be eligible to receive State Aid to Libraries grant funding, and its funding will be reduced to zero.

First payment will be withheld if Deliverables are not satisfactorily completed.

9. **Credit Line(s) to Acknowledge Grant Funding.** The Division requires public acknowledgement of State Aid to Libraries Grant funding for activities and publications supported by grant funds. Any announcements, information, press releases, publications, brochures, videos, web pages, programs, etc. created as part of a State Aid to Libraries Grant project must include an acknowledgment that State Aid to Libraries Grant funds were used to create them.

Use the following text:

“This project has been funded under the provisions of the State Aid to Libraries Grant program, administered by the Florida Department of State’s Division of Library and Information Services.”

10. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures shall be in compliance with the state guidelines for allowable project costs as outlined in the Department of Financial Services’ Reference Guide for State Expenditures, which are available online at [myfloridacfo.com/aadir/reference\\_guide/](http://myfloridacfo.com/aadir/reference_guide/).

Grant funds may not be used for the purchase or construction of a library building or library quarters.

11. **Travel Expenses.** The Subgrantee must pay any travel expenses, from grant or local matching funds, in accordance to the provisions of Section 112.061, *Florida Statutes*.
12. **Unobligated and Unearned Funds and Allowable Costs.** In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the *Reference Guide for State Expenditures*.
13. **Repayment.** All refunds or repayments to be made to the Department under this agreement are to be made payable to the order of “Department of State” and mailed directly to the following address: Florida Department of State, Attention: Marian Deeney, Library Program Administrator, Division of Library and Information Services, 500 South Bronough Street, Mail Station #9D, Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Recipient shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

- 14. Single Audit Act.** Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to Section 215.97, Florida Statutes. See Attachment A for additional information regarding this requirement. If a Grantee is not required by law to conduct an audit in accordance with the Florida Single Audit Act because it did not expend at least \$500,000 in state financial assistance, it must submit a Financial Report on its operations pursuant to Section 257.41(3), Florida Statutes within nine months of the close of its fiscal year.
- 15. Retention of Accounting Records.** Financial records, supporting documents, statistical records and all other records, including electronic storage media pertinent to the Project, shall be retained for a period of five (5) fiscal years after the close out of the grant and release of the audit. If any litigation or audit is initiated or claim made before the expiration of the five-year period, the records shall be retained for five fiscal years after the litigation, audit or claim has been resolved.
- 16. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Division or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts and transcripts.
- 17. Obligation to Provide Public Access to Grant Records.** The Division reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Division's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 18. Investment of Funds Received But Not Paid Out.** The Grantee may temporarily invest any or all grant funds received but not expended in an interest bearing account pursuant to Section 216.181(16)(b), *Florida Statutes*. Interest earned on such investments should be returned to the Division quarterly, except that interest accrued less than \$100 within any quarter may be held until the next quarter when the accrued interest totals more than \$100. All interest accrued and not paid to the Division, regardless of amount, must be submitted with the Grantee's Final Report at the end of the Grant Period.
- 19. Noncompliance.** Any Grantee that is not following Florida statutes or rules, the terms of the grant agreement, Florida Department of State policies and guidance, local policies, or other applicable law or that has not submitted required reports or satisfied other administrative requirements for other Division of Library and Information Services grants or grants from any other Office of Cultural, Historical, and Information Programs (OCHIP) Division will be in noncompliance status and subject to the OCHIP Grants Compliance Procedure. OCHIP Divisions include the Division of Cultural Affairs, the Division of Historical Resources, and the Division of Library and Information Services. Grant compliance issues must be resolved before a grant award agreement may be executed and before grant payments for any OCHIP grant may be released.

**20. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:

- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance and expenditure of state funds;
- b) Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Division;
- c) An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget;
- d) The name of the account(s) must include the grant award number;
- e) The Grantee's accounting records must have effective control over and accountability for all funds, property and other assets; and
- f) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills and canceled checks).

**21. Availability of State Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature. In the event that the state funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Division shall have no further liability to the Grantee beyond those amounts already expended prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.

**22. Lobbying.** The Subgrantee will not use any grant funds for lobbying the state legislature, the state judicial branch or any state agency.

**23. Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.

**24. Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Division shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be independent contractors and will not be considered or permitted to be agents, servants, joint venturers or partners of the Division.

**25. Liability.** The Division will not assume any liability for the acts, omissions to act or negligence of the Grantee, its agents, servants or employees; nor may the Grantee exclude liability for its own acts, omissions to act or negligence to the Division.

- a) The Grantee shall be responsible for claims of any nature, including but not limited to injury, death and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees and subcontractors. The Grantee shall indemnify and hold the Division harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with this Section.
- b) Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity or increases the limits of its liability by entering into this Agreement.
- c) The Division shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
- d) The Grantee shall be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities, provided that such subcontract has been approved in writing by the Department prior to its execution and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

**26. Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law. For consequences of noncompliance, see Section 19, Noncompliance.

**27. No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.



- 28. Breach of Agreement.** The Division will demand the return of grant funds already received, will withhold subsequent payments and/or will terminate this agreement if the Grantee improperly expends and manages grant funds; fails to prepare, preserve or surrender records required by this Agreement; or otherwise violates this Agreement.
- 29. Termination of Agreement.** The Division will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Division will provide the Grantee a notice of its violation by letter and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Division will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Division terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement prior to the notification of termination if the Division deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Division, with interest, within thirty (30) days after termination of this Agreement. The Division does not waive any of its rights to additional damages if grant funds are returned under this Section.
- 30. Preservation of Remedies.** No delay or omission to exercise any right, power or remedy accruing to either party upon breach or violation by either party under this Agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default or any similar breach or default.
- 31. Non-Assignment of Agreement.** The Grantee may not assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Division, which shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the project. If the Division approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties and obligations of the Division to another governmental entity, pursuant to Section 20.06, *Florida Statutes* or otherwise, the rights, duties and obligations under this Agreement shall be transferred to the succeeding governmental agency as if it was the original party to this Agreement.
- 32. Required Procurement Procedures for Obtaining Goods and Services.** The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project in accordance with Section 287.057, *Florida Statutes*.
- a) Procurement of Goods and Services Not Exceeding \$35,000. The Grantee must use the applicable procurement method described below:
1. Purchases Up to \$2,500: Procurement of goods and services where individual purchases do not exceed \$2,500 do not require competition and may be conducted at the Grantee's discretion.

2. Purchases or Contract Amounts Between \$2,500 and \$35,000: Goods and services costing between \$2,500 and \$35,000 require informal competition and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
  - b) Procurement of Goods and Services Exceeding \$35,000. Goods and services costing over \$35,000 may be procured by either Formal Invitation to Bid, Request for Proposals or Invitation to Negotiate and may be procured by purchase order, acceptance of vendor proposals or other appropriate procurement document.
- 33. Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes* and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
- 34. Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Division of Library and Information Services.
- 35. Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
- 36. Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
- 37. Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes* and the Americans with Disabilities Act of 1990.
- 38. Governing Law.** This Agreement shall be construed, performed and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

**39. Entire Agreement.** The entire Agreement of the parties consists of the following documents:

- a) This Agreement
- b) Federal and State of Florida Single Audit Act Requirements (Attachment A), including Exhibit 1.
- c) Fiscal Year 2015-2016 State Aid to Libraries Final Grants (Attachment B)

**The Grantee hereby certifies that they have read this entire Agreement and will comply with all of its requirements.**

Date of Agreement: \_\_\_\_\_

Grantee:

By: \_\_\_\_\_  
Chair of Governing Body or  
Chief Executive Officer

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Clerk or Chief Financial Officer

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Date

Department of State:

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

\_\_\_\_\_  
Typed name and title

\_\_\_\_\_  
Witness

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Board to approve a contract in the amount of \$418,050 with Music Construction, Inc. for the construction of a new aircraft storage facility at Perry Foley Airport.

**MEETING DATE REQUESTED:**

August 18, 2015

**Statement of Issue:** Board to review and approve the contract with Music Construction, Inc. for the construction of a corporate hangar at Perry Foley Airport.

**Recommended Action:** Approve contract (Standard Form of Agreement ) with Music Construction, Inc. in the amount of \$418,050 for the construction of the corporate hangar at Perry Foley Airport.

**Fiscal Impact:** The project is 100% funded with a FDOT grant.

**Budgeted Expense:** Y/N The project has been included in the County's budget for FY 2015-2016.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The Board received four bids for the construction of the corporate hangar project at Perry Foley Airport on April 6, 2015, with Music Construction, Inc. being the low bidder. The costs came in higher than the project budget and a the Board awarded the bid to Music contingent on obtaining additional grant funding for the project. FDOT has awarded the County the additional funds needed for the project.

**Attachments:** Standard Form of Agreement with Music Construction, Inc.

### STANDARD FORM OF AGREEMENT

THIS AGREEMENT is dated as of the 18<sup>th</sup> day of August, 2015 in the year 2015 by and between the Taylor County Board of County Commissioners (hereinafter called Owner) and Music Construction, Inc. (hereinafter called Contractor). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

#### Article 1. WORK.

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

##### **CORPORATE HANGAR DEVELOPMENT PERRY FOLEY AIRPORT**

##### **BASE BID: CORPORATE HANGAR DEVELOPMENT ~~ADDITIVE ALTERNATE NO. 1: HANGAR RESTROOM AND ASSOCIATED IMPROVEMENTS~~**

#### Article 2. ENGINEER.

The Project has been designed by:

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

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

#### Article 3. CONTRACT TIMES.

3.1 **"The Bidder shall commence the work on a date to be specified in a written Notice-To-Proceed (NTP) of the Owner. The specified NTP date shall be considered Day "0" of the Contract Time. The initial 60 calendar days of the contract time shall be limited to submittals, shop drawings, construction permitting, fire protection approvals, and other coordination activities. No construction work shall occur on the airport property until 60 calendar days (Day "60") following the NTP. Bidder agrees that Work will be substantially complete 180 calendar days after the date when the Contract Time commences to run as provided in the General Conditions, and will be completed and ready for final payment in accordance with the General Conditions within 210 calendar days after the date when the Contract Time commences to run."**

3.2 *Liquidated Damages.* Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1

above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring of such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amount specified in Paragraph 3.3 for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner the amount specified in Paragraph 3.3 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

3.3 Liquidated damages, based upon the original contract amount of \$ \$418,050.00, will be Five-Hundred dollars (\$500.00) per calendar day.

#### **Article 4. CONTRACT PRICE.**

*This is a unit price contract.* Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Schedule submitted in the Bid Form. The cost of this project is \$ 418,050.00 as per the attached Contractor bid.

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

#### **Article 5. PAYMENT PROCEDURES**

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

5.1 *Progress Payments; Retainage.* Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 30th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured based on the number of units completed.

5.1.1 Prior to Substantial completion, payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

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

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

5.1.2 Upon Substantial Completion, in an amount sufficient to increase total payments to Contractor to

90 % of the Contract Price (with the balance being retainage), less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

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

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

## **Article 6. CONTRACTOR'S REPRESENTATIONS.**

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

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

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

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

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

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

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



6.7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### **Article 7. CONTRACT DOCUMENTS**

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

- 7.1 This Agreement (pages A-1 to A-6, inclusive)
- 7.2 Performance, Payment, and other Bonds
- 7.3 Notice to Proceed
- 7.4 General Conditions (pages GC-1 to GC-52, inclusive), Division 1 Specifications, General Provisions (pages GP-1 to GP-47, inclusive), and Special Provisions of the project manual
- 7.5 Specifications package as listed in the table of contents thereof
- 7.6 Drawings consisting of a cover sheet and sheets numbered G1 through P1.02, inclusive, with each sheet bearing the following general title:

**CORPORATE HANGAR DEVELOPMENT  
PERRY FOLEY AIRPORT**

- 7.7 Addenda numbers 1 to 1, inclusive
- 7.8 Contractor's Bid Proposal, including submitted Bid Form and Bid Schedule
- 7.9 Documentation submitted by Contractor prior to Notice of Award
- 7.10 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

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

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

There are not Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

#### **Article 8. MISCELLANEOUS.**

- 8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the

meanings indicated in the General Conditions.

- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 8.4 Any provisions or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

This Agreement will be effective on August 18  
July 14, 2015 (which is the Effective Date of the Agreement).

**OWNER:**

TAYLOR COUNTY BOARD OF  
COUNTY COMMISSIONERS

Signed: \_\_\_\_\_

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

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

[CORPORATE SEAL]

**CONTRACTOR**

Music Construction, Inc.

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

Signed: \_\_\_\_\_

Printed Name: Mary C. Redding

Title: Secretary/Treasurer

[CORPORATE SEAL]

ATTEST

Signed: \_\_\_\_\_

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

ATTEST

Signed: Trudy L. Music

Printed Name: Trudy L. Music

Address for giving notices:

Melody Cox, Grants Administrator

Taylor County

201 East Green Street

Perry, Foley 32347

Address for giving notices:

12285 235th Road

Live Oak, Florida 32060

PERFORMANCE BOND

Bond #929604427

STATE OF FLORIDA  
COUNTY OF Hillsborough County

KNOW ALL MEN BY THESE PRESENTS that Music Construction Inc., a Principal, hereinafter called Contractor, and Western Surety Company as Surety, hereinafter called Surety, are held and firmly bound unto the Taylor County Board of County Commissioners as Obligees, hereinafter called Owner, in the amount of Four Hundred Eighteen Thousand and Fifty Dollars and No/100 Dollars (\$ 418,050.00) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated July 14, 2015, ~~XXXX~~, entered into a Contract with Owner for the project titled **CORPORATE HANGAR DEVELOPMENT** at **Perry Foley Airport** in accordance with Drawings and Specifications prepared by **AVCON, INC.**, which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

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

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

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

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 14th day of July, 2015.

ATTEST:

Trudy L. Music  
(Principal) Secretary  
Trudy L. Music, Asst. Sec.

By: Mary C. Reading  
Principal  
Mary C. Reading, S/T  
12285 235th Road  
Address  
Live Oak FL 32060

SEAL:

Witness as to Principal

Address

ATTEST:

(Surety) Secretary

SEAL:

Western Surety Company  
Surety

101 S. Phillips Avenue  
Sioux Falls, SD 57104

Shawn Cornell  
Witness as to Surety  
P.O. Box 173086, Tampa FL 33672  
Address

Joseph W. LoPresti  
Attorney-in-Fact Joseph W. LoPresti  
Brown & Brown of Florida, Inc.  
Address  
P.O. Box 173086, Tampa FL 33672-1086

PAYMENT BOND

Bond #929604427

KNOW ALL MEN by these presents; That we (1) Music Construction, Inc.  
12285 235th Road, Live Oak FL 32060 a (2) \_\_\_\_\_  
hereinafter called "Principal" and (3) Western Surety Company  
of 101 S. Phillips Avenue, State of South Dakota, hereinafter call  
the "Surety", are held and firmly bound unto (4) Taylor County Board of County Commissioners  
of Perry, Florida, hereinafter called "OWNER", in the  
penal sum of Four Hundred Eighteen Thousand and 50/100 dollars  
(\$ 418,050.00) in lawful money of the United States for the payment of which sum  
well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors,  
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a  
certain contract with the Owner, dated the 14th day of July, 2015, a copy of  
which is hereto attached and make a part hereof for the construction of: Corporate Hangar  
Development project

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

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

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

PAYMENT BOND  
TAYLOR COUNTY

PERRY FOLEY AIRPORT  
CORPORATE HANGAR DEVELOPMENT

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts, each one of which shall be deemed an original, this the 14th day of July, 2015.

ATTBST:

Trudy L. Music  
(Principal) Secretary  
Trudy L. Music, Asst. Sec.

Music Construction, Inc.  
Principal  
By: Mary C. Redding  
Mary C. Redding, S/T  
12285 235th Road  
Address  
Live Oak, FL 32060

SEAL:

Witness as to Principal

Address

ATTEST:

(Surety) Secretary

SEAL:

Sharon Cornell  
Witness as to Surety

P.O. Box 173086, Tampa FL 33672  
Address

Western Surety Company  
Surety

101 S. Phillips Avenue  
Sioux Falls, SD 57104

Joseph W. LoPresti  
Attorney-in-Fact Joseph W. LoPresti

Brown & Brown of Florida, Inc.  
Address

P.O. Box 173086, Tampa FL 33672



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Joseph W LoPresti, Steve Ayers, Anna Lee Duncan, Mary Jane Gwyn, Mia Bush, Individually**

of Tampa, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of June, 2015.



WESTERN SURETY COMPANY

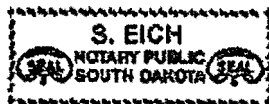
Paul T. Brufat  
Paul T. Brufat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 15th day of June, 2015, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 14th day of July, 2015.



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



# CERTIFICATE OF LIABILITY INSURANCE

MUSIC-1

OP ID: MB

DATE (MM/DD/YYYY)

07/08/2015

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  
Brown & Brown of Florida, Inc.  
P. O. Box 173086  
Tampa, FL 33672  
Joseph W. LoPresti

CONTACT NAME: Mia Bush

PHONE (A/C, No. Ext): 813-226-1337

FAX (A/C, No): 813-226-1313

E-MAIL ADDRESS: mbush@bbtampa.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Amerisure Mutual Ins Co

23396

INSURER B: Amerisure Insurance Co.

19488

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
Music Construction Inc  
12285 235th Road  
Live Oak, FL 32060-9262

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GL2025976	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA2025974	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ PIP \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ 0			CU2025978	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC2025977	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Rented & Leased Equipment			CPP2025975	01/01/2015	01/01/2016	Limit 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

See "Certificate Attachment-Music Construction, Inc." dated 1-1-15 attached

Re: Perry Foley Airport - Corporate Hangar Development

## CERTIFICATE HOLDER

TAYLORC

Taylor County Board of County Commissioners  
201 E Green Street  
Perry, FL 32347

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mia Bush

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# NOTEPAD

INSURED'S NAME Music Construction Inc

MUSIC-1  
OP ID: MB

PAGE 2  
Date 07/08/2015

CERTIFICATE ATTACHMENT - MUSIC CONSTRUCTION INC.

## Coverage Form

General Liability coverage form CG0001 applies.

## Additional Insured

Certificate Holder is a General Liability Additional Insured and an Auto Liability Designated Insured, when required by written contract.

## Primary / Non-Contributory Additional Insured

Primary and non-contributory General Liability Additional Insured provision applies, when required by written contract.

## Per Project General Aggregate

General Liability Per Project General Aggregate applies.

## Contractual Liability

General Liability and Auto Liability Insured Contract contractual liability provisions apply.

## Separation of Insureds

General Liability and Auto Liability Separation of Insureds provisions apply.

## Waiver of Subrogation

Waiver of Transfer Of Rights Of Recovery Against Others To Us provision as respects General Liability, Auto Liability, Excess Liability and Workers Compensation applies in favor of Certificate Holder, when required by written contract.

## Excess Liability Underlying Insurance

Excess Liability schedule of underlying insurance includes General Liability, Auto Liability, and Workers Compensation Employers Liability.

1-1-15

**BID FORM****PROJECT IDENTIFICATION:**CORPORATE HANGAR DEVELOPMENT  
PERRY FOLEY AIRPORT**THIS BID IS SUBMITTED TO:**

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in these documents to perform and furnish all Work as specified or indicated in these documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of these documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for one hundred twenty (120) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder represents as more fully set forth in the Agreement, that:
  - (a) Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

Addendum No.:	<u>1</u>	Date:	<u>March 10, 2015</u>
Addendum No.:	<u>2</u>	Date:	<u>March 26, 2015</u>
Addendum No.:	<u>3</u>	Date:	<u>March 30, 2015</u>
Addendum No.:	_____	Date:	_____
  - (b) Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.
  - (c) Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
  - (d) Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. Bidder accepts the determination set forth in Article 4 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in paragraph 4.2 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with

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

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

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

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

5. Bidder agrees that Work associated with the Base Bid for the **CORPORATE HANGAR DEVELOPMENT** project will be substantially complete 120 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions. Bidder also agrees that Work associated with the Base Bid for the **CORPORATE HANGAR DEVELOPMENT** project will be completed and ready for final payment in accordance with paragraph 14.13 of the general conditions within 150 calendar days after the date when the Contract Time commences to run.

# Music Construction, Inc.

12285 235<sup>th</sup> Road  
Live Oak, Florida 32060

---

Phone: 386-658-1598 • Fax: 386-658-2481  
musicconstruction@windstream.net

## INVITATION TO BID

March 12, 2015

To: Subcontractors & Suppliers, including all Minority, Woman  
Owned and other Disadvantaged Businesses

From: Allen Music, Estimator  
e-mail address: musicconstruction@windstream.net

Re Project: Corporate Hanger Development at  
Perry Foley Airport  
Taylor County, Perry, Florida

Bid Date & Time: April 2, 2015 @ 4:00 P.M.

We would appreciate a quote from you for any work you are qualified to submit a  
bid for on this project.

If you are a Minority, Woman Owned or other Disadvantaged Business, would you  
please state this in your quote and fax a copy of your state certification with your  
bid.

Plans and specifications are available from Engineer, AVCON, Inc. 320 Bayshore  
Drive, Suite A, Niceville, Florida 32578 (850) 678-0050, or you may contact our  
office at the address listed above. Plans and specifications available for view at  
Airport office.

Thank you for your quote.

*E. MAILS & FAXES*

Dennis Music, Owner



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

Published Weekly in the City of Perry  
County of Taylor, State of Florida


Before me, the undersigned authority personally appeared DONALD D. LINCOLN, who on oath says that he is the PUBLISHER of the Perry News-Herald/ Taco Times, both weekly newspapers published in Perry, Taylor County, Florida, that the attached copy of advertisement in re:

was published in said newspaper in the issues of:

March 25, 2015

Affiant says further that the said, newspapers published at Perry in said Taylor County, Florida, each week; has been entered as second class mail matter at the Post Office in Perry, Florida, in said Taylor County, Florida for a period of one year next proceeding the first publication of the attached copy of notice to appear: and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

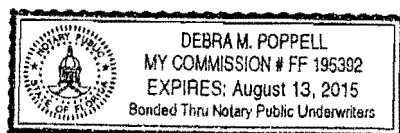
discount, rebate, commission  
refund for the purpose of securing  
this advertisement for publication  
said newspaper.

  
\_\_\_\_\_  
Donald D. Lincoln, Publisher

Sworn to and subscribed  
before me this  
25<sup>th</sup> day of March, 2015

Debra M. Poppele  
Notary Public

Notary Public  
County of Taylor  
State of Florida  
Personally Known  
Personally Appeared  
before me



TALLAHASSEE DEMOCRAT  
PUBLISHED DAILY  
TALLAHASSEE-LEON-FLORIDA

BY: [Signature]

STATE OF FLORIDA COUNTY OF LEON:  
Before the undersigned authority personally  
appeared Gladys L. Chelette, who on oath says  
that he or she is a Legal Advertising  
Representative of the Tallahassee Democrat, a  
daily newspaper published at Tallahassee in Leon  
County, Florida; that the attached copy of  
advertisement, being a Legal Ad in the matter of:

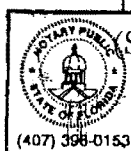
LEGAL NOTICE

In the Second Judicial Circuit Court was  
published in said newspaper in the issues of:

March 18- 20, 2015

Affiant further says that the said Tallahassee  
Democrat is a newspaper published at  
Tallahassee, in the said Leon County, Florida,  
and that the said newspaper has heretofore been  
continuously published in said Leon County,  
Florida each day and has been entered as  
periodicals matter at the post office in  
Tallahassee, in said Leon County, Florida, for a  
period of one year next preceding the first  
publication of the attached copy of  
advertisement; and affiant further says that he or  
she has never paid nor promised any person, firm  
or coporation any discount, rebate, commission  
or refund for the purpose of securing this  
advertisement for publication in the said  
newspaper.

GLADYS L. CHELETTE  
LEGAL ADVERTISING REPRESENTATIVE  
Sworn to and Subscribed before me.  
This 20th Day of Mar 2015, by  
Gladys L. Chelette, [Signature]  
Personally Known [Signature]  
OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



SEATERI M. ISMAIL

MY COMMISSION #FF135171

EXPIRES June 23, 2018

FloridaNotaryService.com

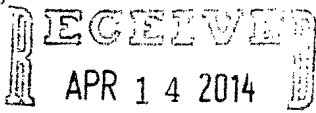
Notary Public

State of Florida County of Leon

NOTICE TO SUBCONTRACTORS & SUPPLIERS

Advertisement for  
Minority, Woman Owned  
& Disadvantaged Businesses  
Music Construction, Inc.  
12285 23rd Road  
Live Oak, FL 32060  
386-858-1588  
Fax 386-858-2481  
a Certified Building &  
Underground Utilities &  
Excavation Contractor  
License # 5 CBC060439 &  
CUCI 223805, is soliciting bids from  
Minority, Woman Owned &  
Disadvantaged Business  
Subcontractors and/or  
Suppliers for project named:  
Corporate Hangar  
Development, Perry Foley Airport,  
Taylor County, Perry, Florida Bid Date:  
April 2, 2015 Bid Time 4:00 PM  
Plans & specs available from Engineer  
AVCON, Inc. 320 Bayshore Dr.  
Niceville, FL 32578 (850) 678-0050 or  
you may contact our office or you may  
view plans & specifications at Airport office.

MARCH 18-20, 2015



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.  
SECRETARY

April 8, 2014

MUSIC CONSTRUCTION, INC.  
12285 235TH RD  
LIVE OAK FL 32060

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2015. However, the new application is due 4/30/2015.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements and, if applicable, the audited interim financial statements. Section 337.14 (4) F.S. provides that your certificate will be valid for 18 months after your financial statement date. This gives a two month period to allow you to bid on jobs as we process your new application for qualification. To remain qualified with the Department, a new application must be submitted subsequent to any significant change in the financial position or the structure of your firm as described in Section 14-22.005(3), Florida Administrative Code.

Your company's maximum capacity rating has been established based on X Audited Reviewed financial statements. To access it, please log into the Contractor Prequalification Application System via the following link:  
<https://www3.dot.state.fl.us/ContractorPreQualification/>

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

**FDOT APPROVED WORK CLASSES:**

DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, ROADWAY SIGNING

**FDOT APPROVED SPECIALITY CLASSES OF WORK:**

UNDERGROUND UTILITIES AND SIDEWALK.

You may apply, in writing, for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code. Please be advised if certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

Sincerely,

Juanita Moore, Manager  
Contracts Administration Office

JM:cj

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

## LICENSE NUMBER

CUC1223805

The UNDERGROUND UTILITY & EXCAVATION CO.  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

MUSIC, EDWARD ALLEN  
MUSIC CONSTRUCTION INCORPORATED  
12285 235TH RD  
LIVE OAK FL 32060



ISSUED: 08/28/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408280003204

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
CONSTRUCTION INDUSTRY LICENSING BOARD

## LICENSE NUMBER

CBC060439

The BUILDING CONTRACTOR  
Named below IS CERTIFIED  
Under the provisions of Chapter 489 FS.  
Expiration date: AUG 31, 2016

MUSIC, EDWARD ALLEN  
MUSIC CONSTRUCTION INC  
12285 235TH RD  
LIVE OAK FL 32060



ISSUED: 08/28/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408280002089

WESTERN SURETY COMPANY  
Sioux Falls, South Dakota  
Statement of Net Admitted Assets and Liabilities  
December 31, 2014

ASSETS

Bonds	\$ 1,824,951,414
Stocks	23,975,582
Cash, cash equivalents, and short-term investments	51,536,164
Investment income due and accrued	22,267,675
Premiums and considerations	41,696,249
Amounts recoverable from reinsurers	(11,221,508)
Federal and foreign income taxes recoverable	7,401,709
Net deferred tax asset	20,261,713
Receivable from parent, subsidiaries, and affiliates	17,380,167
Other assets	3,799
Total Assets	\$ 1,998,252,964

LIABILITIES AND SURPLUS

Losses	\$ 302,997,505
Reinsurance payable on paid losses and loss adjustment expenses	(15,267,712)
Loss adjustment expense	64,134,995
Contingent and other commissions payable	6,099,306
Unearned premiums	259,011,845
Advance premiums	5,321,610
Payable to parent, subsidiaries and affiliates	107,843
Other liabilities	7,821,458
Total Liabilities	\$ 630,226,850

Surplus Account:

Capital paid up	\$ 4,000,000
Gross paid in and contributed surplus	280,071,837
Unassigned funds	<u>1,083,954,277</u>
Surplus as regards policyholders	\$ 1,368,026,114
Total Liabilities and Capital	<u>\$ 1,998,252,964</u>

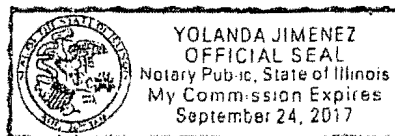
I, Peter Locy, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2014, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By Peter Locy  
Assistant Vice President

Subscribed and sworn to me this 19th day of March, 2014.

My commission expires:



Yolanda Jimenez  
Notary Public

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Joseph W LoPresti, Steve Ayers, Anna Lee Duncan, Mary Jane Gwyn, Mia Bush, Individually**

of Tampa, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of May, 2013.



WESTERN SURETY COMPANY

A handwritten signature in cursive script, appearing to read "Paul T. Bruflat".

Paul T. Bruflat, Vice President

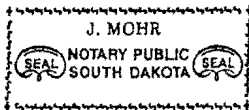
State of South Dakota  
County of Minnehaha

} ss

On this 20th day of May, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



A handwritten signature in cursive script, appearing to read "J. Mohr".

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of March, 2015.



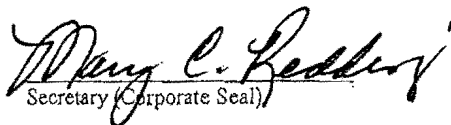
WESTERN SURETY COMPANY

A handwritten signature in cursive script, appearing to read "L. Nelson".

L. Nelson, Assistant Secretary

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Mary C. Redding, certify that I am the Secretary of the Corporation named as Principal in the within bond; that Dennis Music who signed the bond on behalf of the Principal, was then President of said Corporation; that I know his/her signature, and his/her signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

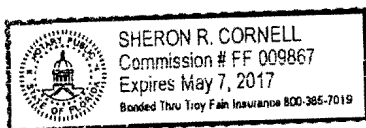
  
Secretary (Corporate Seal)

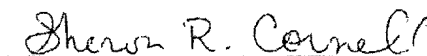
STATE OF FLORIDA  
COUNTY OF

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared Joseph W. LoPresti to me well known, who being my first duly sworn upon oath, says that he/she is the Attorney-in-Fact, for the Western Surety Company and that he has been authorized by Western Surety Company to execute the foregoing bond on behalf of the Contractor named therein in favor of the Taylor County Board of County Commissioners.

Subscribed and sworn to before me this 30th day of March, 2015, A.D.

[Attach Power of Attorney to Original Bid Bond and Financial Statement from Surety Company]





Notary Public  
State of Florida-at-Large

My commission Expires:

May 7, 2017



# NOTEPAD

INSURED'S NAME Music Construction Inc

MUSIC-1  
OP ID: MB

PAGE 2  
Date 03/17/2015

CERTIFICATE ATTACHMENT - MUSIC CONSTRUCTION INC.

Coverage Form  
General Liability coverage form CG0001 applies.

Additional Insured  
Certificate Holder is a General Liability Additional Insured and an Auto Liability Designated Insured, when required by written contract.

Primary / Non-Contributory Additional Insured  
Primary and non-contributory General Liability Additional Insured provision applies, when required by written contract.

Per Project General Aggregate  
General Liability Per Project General Aggregate applies.

Contractual Liability  
General Liability and Auto Liability Insured Contract contractual liability provisions apply.

Separation of Insureds  
General Liability and Auto Liability Separation of Insureds provisions apply.

Waiver of Subrogation  
Waiver of Transfer Of Rights Of Recovery Against Others To Us provision as respects General Liability, Auto Liability, Excess Liability and Workers Compensation applies in favor of Certificate Holder, when required by written contract.

Excess Liability Underlying Insurance  
Excess Liability schedule of underlying insurance includes General Liability, Auto Liability, and Workers Compensation Employers Liability.

1-1-15



# CERTIFICATE OF LIABILITY INSURANCE

MUSIC-1

OP ID: MB

DATE (MM/DD/YYYY)

03/17/2015

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  
Brown & Brown of Florida, Inc.  
P. O. Box 173086  
Tampa, FL 33672  
Joseph W. LoPresti

CONTACT NAME: Mia Bush

PHONE (A/C, No, Ext): 813-226-1337

FAX (A/C, No): 813-226-1313

E-MAIL ADDRESS: mbush@bbtampa.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Amerisure Mutual Ins Co

23396

INSURER B: Amerisure Insurance Co.

19488

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED  
Music Construction Inc  
12285 235th Road  
Live Oak, FL 32060-9262

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER. <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GL2025976	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Fa occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA2025974	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Fa accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ PIP \$ 10,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$ 0			CU2025978	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2025977	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Rented & Leased Equipment			CPP2025975	01/01/2015	01/01/2016	Limit 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

See "Certificate Attachment-Music Construction, Inc." dated 1-1-15 attached

Re: Perry Foley Airport - Corporate Hangar Development

## CERTIFICATE HOLDER

TAYLORC

Taylor County Board of County Commissioners  
201 E Green Street  
Perry, FL 32347

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mia Bush

©1988-2010 ACORD CORPORATION. All rights reserved.

INSURANCE COMPLIANCE

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

CONTRACTOR

I certify that the insurance requirements have been reviewed.

Company Name Music Construction, Inc.  
Address 12285 235th Road  
Live Oak, Florida 32060  
Representative  
Name Dennis Music  
Title President  
Phone Number 386-658-1598

INSURANCE COMPANY

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

Company Name Brown & Brown of Florida, Inc.  
Address P.O. Box 173086  
Tampa, Florida 33672  
Representative Joseph W. LoPresti  
Name Joseph W. LoPresti  
Title Vice President & Agent  
Phone Number 813-226-1312

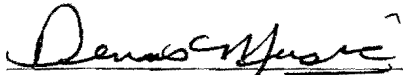
\* All requested coverages are subject to all terms, exclusions, limitations and conditions of Music Construction's policies. Some required coverages are not provided. Two examples are Federal Longshore and Harbor Workers' Compensation Act and Jones Act coverage.


### DBE CERTIFICATE OF COMPLIANCE FORM

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

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

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

  
\_\_\_\_\_  
Bidder's Signature  
**Dennis Music**  
  
**President**  
\_\_\_\_\_  
Title

April 2, 2015  
\_\_\_\_\_  
Date  
  
  
\_\_\_\_\_  
Notary Public  
**Catherine Redding**



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

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

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

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

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

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

MBE's

MBE Subcontractors Names/Addresses/ Identity	Subcontract Work Item	Dollar Value of Subcontract Work
Suwannee Valley Grassing, Inc.	Grass	5,175.00
Cal-Tech Testing, Inc.	Testing	935.00

WBE's

Women Subcontractors Names/Addresses/ Identity	Subcontract Work Item	Dollar Value of Subcontract Work

OSE's

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

Total Dollar Value of Subcontract Work	6,110.00
Total Dollar Value of Basic Bid	484,950.00
Total DBE Percent	1.26 %

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

### DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

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

1. **DEFINITION** - Disadvantaged Business Enterprise (DBE) as used in this contract shall have the same meaning as defined in 49 CFR Part 26.
2. **POLICY** - It is the policy of DOT that DBE's as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.
3. **OBLIGATION** - The contractor agrees to ensure that DBE's as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, all contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT assisted contracts.
4. **COMPLIANCE** - All bidders, potential contractors, or subcontractors for this DOT assisted contract are hereby notified that failure to carry out the DOT policy and the DBE obligation, as set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the owner.
5. **CONTRACT CLAUSE** - All bidders and potential contractors hereby assure that they will include the above clauses in all subcontracts, which offer further subcontracting opportunities.
6. **CONTRACT AWARD** - Bidders are hereby advised that meeting the DBE subcontract goal or making an acceptable good faith effort to meet said goal are conditions of being awarded this DOT assigned contract.  
  
The owner proposes to award the contract to the lowest responsive and responsible bidder submitting a reasonable bid provided he has met the goal for DBE participation or, if failing to meet the goal, he has made an acceptable good faith effort to meet the established goal for DBE participation. Bidder is advised that the owner reserves the right to reject any or all bids submitted.
7. **DBE PARTICIPATION GOAL** - The attainment of the goal established for this contract is to be measured as a percentage of the total dollar value of the contract. The DBE goal established for this contract is 4.78 %.
8. **AVAILABLE DBE'S** - The owner has on file a DBE program pending approved by the Federal Aviation Administration. This program contains a listing of DBE's (certified and uncertified). Bidders are encouraged to inspect this list to assist in locating DBE's for the work. Other DBE's may be added to the list in accordance with the owner's approved DBE program. Credit toward the DBE goal will not be counted unless the DBE to be used can be certified by the owner.
9. **CONTRACTOR'S REQUIRED SUBMISSION** - The owner requires the submission of the following information with the bid:



I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES FOR CATEGORY TWO ON ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Dennis Music  
[signature]  
Dennis Music, President  
April 2, 2015  
[date]

STATE OF Florida COUNTY OF Suwannee

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

**Dennis Music**  
[name of individual signing]

who, after first being sworn by me, affixed his/her signature in the space provided above on this 2nd day of April, 2015

Subscribed and sworn to before me this 2nd day of April, 2015

My Commission Expires:

2-7-19

Catherine Redding  
Notary Public  
Catherine Redding



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, and employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true and in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an 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 its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

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

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

1. This sworn statement is submitted to Taylor County Board of County Commissioners,  
Perry, Florida [print name of public entity]

by Dennis Music, President  
[print individuals name and title]

for Music Construction, Inc.  
[print name of entity submitting sworn statement]

whose business is 12285 235th Road, Live Oak, Fl. 32060 and (if applicable) its  
Federal Employer Identification Number (FEIN) is 59-3417360 (If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement:\_\_\_\_\_.)

2. 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 of 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.
3. 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 of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. 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 active 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.
5. I understand that a "person" as defined in Paragraph 287.133 (1) (e) Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision

BUY AMERICAN CERTIFICATE

Except for those items listed by the Bidder below or on a separate and clearly identified attachment to this Bid, the Bidder hereby certifies that steel and each manufactured product, is produced in the United States (as defined in Special Provision No. 7, Section 10 Buy American-Steel and Manufactured Products) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

PRODUCT

COUNTRY OF ORIGIN

None

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Music Construction, Inc.

(Name of Bidder)

By:   
Dennis Music

Title: President

Dated: April 2, 2015

WORKER'S COMPENSATION AFFIDAVIT

State of Florida

County of Suwannee

SS: 261-35-4772

of Dennis Music

being duly sworn, deposes and says that he now carries or that he has applied for a Worker's Compensation Policy to cover the operations, as set forth in the preceding contract, and to comply with the provisions thereof.

Signed: Dennis Music  
Dennis Music, President of  
Music Construction, Inc.

Subscribed and sworn to before me this 2nd day of April, 2015

Notary Public

Catherine Redding  
Catherine Redding



### INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless Taylor County (OWNER), its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Music Construction, Inc.

Bidder's Company Name

12285 235th Road

Live Oak, Florida 32060

Physical Address

12285 235th Road

Live Oak, Florida 32060

Mailing Address

386-658-1598

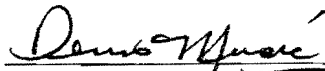
Phone Number

386-590-0047

Cellular Number

April 2, 2015

Date



Authorized Signature - Manual

Dennis Music

Authorized Name - Typed

President

Title

386-658-2481

FAX Number

386-590-0047

After-Hours Number(s)

### DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED BIDDER CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: April 2, 2015

COMPANY: Music Construction, Inc.

SIGNATURE: *Dennis Music*

ADDRESS: 12285 235th Road  
Live Oak, Florida 32060

NAME: Dennis Music  
(Typed or Printed)

TITLE: President

PHONE #: 386-658-1598

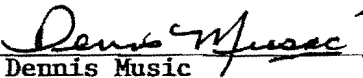
**CERTIFICATION OF NON-SEGREGATED FACILITIES**

(Must be completed and submitted with the Bid)

The Bidder certifies that it does not maintain or provide for its employee any segregated facilities at any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder certifies further that it will not maintain or provide for its employees segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on basis of race, color, religion, or national origin, because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certification from proposed subcontractors for the specific time period) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that it will retain such certification in its files.

**Music Construction, Inc.**

(Name of Bidder)

By:   
Dennis Music

Title: President

Dated: April 2, 2015



FORM OF NONCOLLUSION AFFIDAVIT

(This Affidavit is Part of Bid)

STATE OF Florida

COUNTY OF Suwannee

Dennis Music being first duly sworn,  
deposes and says that he ~~is~~ is \_\_\_\_\_  
(~~is the owner and president, secretary, etc.~~) of Music Construction, Inc.

\_\_\_\_\_ the party making the foregoing Proposal or Bid that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit or cost element of said Bid Price, or of that of any other Bidder, or to secure any advantage against Owner any person interested in the proposed Contract; and that all statements in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

**Music Construction, Inc.**

Dennis Music (Bidder)  
**Dennis Music, President**

Sworn to and subscribed before me this 2nd day of

April, 2015.

Notary Public in and for

Suwannee County,

Catherine Redding  
**Catherine Redding**

My Commission Expires:

February 7, 2019



# MUSIC CONSTRUCTION, INC.

## STATEMENTS OF RETAINED EARNINGS (DEFICIT) FOR THE YEARS ENDED DECEMBER 31, 2014 AND 2013

	December 31,	
	2014	2013
RETAINED (DEFICIT) - BEGINNING	\$ (30,887)	\$ (214,369)
Net income	668,017	283,482
	637,130	69,113
Less distributions to shareholders	(225,000)	(100,000)
RETAINED EARNINGS (DEFICIT) - ENDING	<u>\$ 412,130</u>	<u>\$ (30,887)</u>

See accompanying notes and Independent Auditors' report.

# MUSIC CONSTRUCTION, INC.

## BALANCE SHEETS DECEMBER 31, 2014 AND 2013 LIABILITIES AND STOCKHOLDERS' EQUITY (Continued)

	December 31,	
	2014	2013
STOCKHOLDERS' EQUITY		
Common stock, 10,000 shares authorized, \$1.00 par value, 10,000 shares outstanding	\$ 10,000	\$ 10,000
Additional paid in capital	1,482,128	1,482,128
Retained Earnings (deficit)	412,130	(30,887)
Total Stockholders' Equity	1,904,258	1,461,241
Total Liabilities and Stockholders' Equity	\$ 2,112,634	\$ 1,770,397

See accompanying notes and Independent Auditors' report.

# MUSIC CONSTRUCTION, INC.

## BALANCE SHEETS DECEMBER 31, 2014 AND 2013

### ASSETS

	December 31,	
	2014	2013
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 428,954	\$ 438,643
Certificate of Deposit	541,989	538,884
Accounts receivable	178,161	278,402
Costs and estimated earnings in excess of billings on uncompleted contracts	509,770	96,675
Interest Income Receivable	2,275	677
Prepaid expenses	8,291	9,064
Total Current Assets	<u>1,669,440</u>	<u>1,362,345</u>
<b>PROPERTY AND EQUIPMENT</b>	<u>443,121</u>	<u>407,693</u>
<b>OTHER ASSETS</b>		
Loan closing costs, net	<u>73</u>	<u>359</u>
Total Other Assets	<u>73</u>	<u>359</u>
Total Assets	<u>\$ 2,112,634</u>	<u>\$ 1,770,397</u>

### LIABILITIES AND STOCKHOLDERS' EQUITY

<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 154,634	\$ 197,847
Billings in excess of costs and estimated earnings on uncompleted contracts	-	8,005
Accrued liabilities	2,173	1,090
Current portion of long-term debt	<u>23,686</u>	<u>85,477</u>
Total Current Liabilities	<u>180,493</u>	<u>292,419</u>
<b>LONG-TERM LIABILITIES</b>		
Note payable - Chrysler Corp.	27,883	-
Note payable- John Deere	<u>-</u>	<u>16,737</u>
Total Long-Term Liabilities	<u>27,883</u>	<u>16,737</u>
Total Liabilities	<u>\$ 208,376</u>	<u>\$ 309,156</u>

See accompanying notes and Independent Auditors' report.

10. Provide a financial statement for your company. This should include a balance and income statement for your most recent fiscal year. A certified audit is preferred but not required. Use an insert sheet, if needed. Only three (3) lowest bidders shall submit this information (if requested by Owner) to the Owner within twenty-four (24) hours of the opening of the Bids. **attached**

11. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Correct Name of Bidder **Music Construction, Inc.**

(a) The business is a **Florida Corporation**

(b) The address of principal place of business is:

**12285 235th Road,**

**Live Oak, Florida 32060**

- (c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

**Dennis Music, President, Pt. Owner**

**Mary C. Redding, Secretary/Treasurer**

**Trudy L. Music, Assistant Secretary**

**Allen Music, Pt. Owner**

**Donald Music, Pt. Owner**

5. Do you plan to sublet any part of this work? If so, give details.  
**Metal Building**  
**Electrical**  
**Asphalt**  
**Grass**  
**Plumbing**
6. What equipment do you own that is available for this work?  
**Any equipment needed to complete this project.**  
**Backhoe, Grader, Loader, Sky Track, Excavator, Trucks,**  
**All Small Tools & Equipment**
7. What equipment do you plan to rent or purchase for this work? **None**
8. Have you ever performed work under the direction of a Professional Engineer or Registered Architect? If so, list up to three (3) such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent projects). **Yes**
- |                                   |                               |                                  |
|-----------------------------------|-------------------------------|----------------------------------|
| <b>AVCON, Inc.,</b>               | <b>EUTAW Utilities, Inc.</b>  | <b>Keen Engineering, Inc.</b>    |
| <b>320 Bayshore Drive, Ste. A</b> | <b>2822 Remington Cir.</b>    | <b>9263 CR 417</b>               |
| <b>Niceville, Florida 32578</b>   | <b>Tallahassee, Fl. 32301</b> | <b>Live Oak, Florida 32060</b>   |
| <b>John Collins</b>               | <b>Lane Lucas</b>             | <b>Curtis Keen</b>               |
| <b>850-678-0050</b>               | <b>850-383-0400</b>           | <b>386-362-4787</b>              |
| <b>Runway 18-36 Rehab</b>         | <b>City of Live Oak</b>       | <b>Construction of 185th Rd.</b> |
| <b>Perry, Foley Airport</b>       | <b>Water System Imp.</b>      | <b>Live Oak, Florida</b>         |
| <b>Perry, Florida</b>             | <b>Live Oak, Florida</b>      |                                  |
9. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, a bank, and a major material supplier.
- |                                       |                                 |
|---------------------------------------|---------------------------------|
| <b>Surety: Western Surety Company</b> | <b>Bank: First Federal Bank</b> |
| <b>Joseph W. LoPresti, Agent</b>      | <b>Brandon Fernald</b>          |
| <b>813-226-1312</b>                   | <b>386-362-3433</b>             |
- Material Supplier:**  
**Preferred Materials, Inc.**  
**Carl Thompson**  
**904-288-6300**

**BIDDER'S QUALIFICATION  
QUESTIONNAIRE**

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink).

1. How many years has your firm been in business as a Contractor? **44**

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

<b>Catalyst Site WTP</b>	<b>Apron Rehab.</b>	<b>Runway 18-36 Rehab.</b>
<b>Live Oak, Fl.</b>	<b>Live Oak Airport</b>	<b>Perry Foley Airport</b>
<b>Arcadis, Inc.,</b>	<b>URS Corp. Inc.</b>	<b>AVCON, Inc.</b>
<b>Tampa, Florida</b>	<b>Tampa, Florida</b>	<b>Niceville, Florida</b>
<b>Sean Chapparo 813-903-3100</b>	<b>Bill Prange 813-286-1711</b>	<b>John Collins 850-420-</b>
<b>Comp. Date: 3/31/15</b>	<b>Comp. Date: 3/14/14</b>	<b>Complete Date: 2944</b>
<b>\$2,138,690</b>	<b>\$507,704</b>	<b>12/19/12</b>
<b>\$2,205,317 Complete Amt.</b>	<b>\$549,257 Complete Amt.</b>	<b>\$797,944 Comp. Amt.</b>

3. List projects presently under construction by your firm the dollar volume of the contract and the percentage completion of the contract. **\$809,989**

**8-27-14 Construction of 185th Road \$1,860,736 95% complete**  
**2-14-15 Dollar Tree Sitework & Drainage \$314,979 25% complete**  
**3-12-15 N.E. Cattail Dr. Drainage & R/W Imp. \$1,860,736 0% complete**

4. Have you ever failed to complete work awarded to you; if so, state where and why.

**No**

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Joseph W LoPresti, Steve Ayers, Anna Lee Duncan, Mary Jane Gwyn, Mia Bush, Individually**

of Tampa, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of May, 2013.



WESTERN SURETY COMPANY

A handwritten signature in black ink, appearing to read "Paul T. Bruflat".

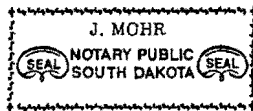
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 20th day of May, 2013, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



A handwritten signature in black ink, appearing to read "J. Mohr".

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 15th day of March, 2015.



WESTERN SURETY COMPANY

A handwritten signature in black ink, appearing to read "L. Nelson".

L. Nelson, Assistant Secretary

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

EJCDC NO. 1910-28-C (1990 Edition)

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

BID BOND

BIDDER (Name and Address):

Music Construction, Inc.  
12285 234th Road  
Live Oak, FL 32060

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

Western Surety Company  
101 S. Phillips Avenue  
Sioux Falls, SD 57104

OWNER (Name and Address):

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

BID:

BID DUE DATE: 4/2/2015 4:00 PM  
PROJECT (Brief Description Including Location): Corporate Hangar Development

BOND:

BOND NUMBER: \_\_\_\_\_  
DATE: (Not later than Bid Due Date): \_\_\_\_\_  
PENAL SUM: \_\_\_\_\_

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

BIDDER

Music Construction, Inc. (Seal)  
Bidder's Name and Corporate Seal

By: Dennis Music  
Signature and Title  
Dennis Music, President

Attest: Mary C. Redding  
Signature and Title  
Mary C. Redding, Secretary/Treasurer

SURETY

Western Surety Company (Seal)  
Surety's Name and Corporate Seal

By: Joe LoPresti / Attorney-IN FACT  
Signature and Title  
(Attach Power of Attorney)

Attest: Sharon Cornell Account Manager  
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.

BID AFFIDAVIT

The following affidavit must be executed in order that your quotation may be considered.

STATE OF Florida

COUNTY OF Suwannee

Dennis Music of lawful age, being first duly sworn, upon his oath deposes and says: That he executed the accompanying Bid on behalf of the Contractor therein named, and that he had lawful authority so to do, and said Contractor has not directly or indirectly, entered into any agreement, expressed or implied, with any Contractor or Contractors, having to its object the controlling of the price or amount of such bid or any bids, the limiting of the bid or Contractors, the parceling or farming out to any Contractor or Contractors, to other persons of any part of the contract or any of the subject matter of the bids, or of the profits thereof, and that he has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with him in said bid or bids, until after the sealed bid or bids are opened.

Dennis Music  
Dennis Music [signature]  
April 2, 2015  
[date]

STATE OF Florida COUNTY OF Suwannee

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Dennis Music  
[name of individual signing]

who, after first being sworn by me, affixed his/her signature in the space provided above on this 2nd day of April, 20 15.

Subscribed and sworn to before me this 2nd day of April, 20 15.

My Commission Expires:  
2-7-19

Catherine Redding  
Notary Public  
Catherine Redding



Dennis,

As we discussed on the phone, the County is looking to reduce the cost of the base bid by approximately \$50,000 due to grant funding. Can you provide me with a proposed credit to make the following revisions to the scope:

1. Change the exterior wall and roof panels from 22 gauge to 24 gauge
2. Remove epoxy floor coating.
3. Use a different oil/water separator that meets the performance of the specified model but is not the Contech unit specified on the plans.
4. Other items that you think we may be able to change to reduce the cost of the base bid.

Feel free to let me know if you want to discuss any of this.

**John Collins, P.E.**  
**Project Manager | AVCON, INC.**



***Transforming Ideas Into Reality Since 1988***

Engineers & Planners  
320 Bayshore Dr. Ste. A  
Niceville, FL 32578  
Office: 850.678.0050  
Cell: 850.737.0415  
Fax: 850.678.0040  
Email: [jcollins@avconinc.com](mailto:jcollins@avconinc.com)  
[www.avconinc.com](http://www.avconinc.com)

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## Collins, John

---

**From:** Allen Music <musicconstruction@windstream.net>  
**Sent:** Tuesday, May 05, 2015 2:09 PM  
**To:** Collins, John  
**Subject:** Re: Cost reductions for Perry Corporate Hangar  
**Attachments:** CDS assembly and installation.pdf; CDS\_Guide[1].pdf; CDS2015-Std.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Mr. Collins,

We have consulted with subs on the items mentioned below and looked through our bid for items to help reduce the cost of the base bid for the Perry Corporate Hangar. These are our offers:

1) The metal bldg sub has offered the following credit options:

- Change the exterior metal panels to 24 gauge = Credit \$2,750.00
- OR Change the exterior metal panels to 26 gauge = Credit \$6,050.00
- Delete the requirement for Hot dip galvanizing of bldg steel = Credit \$6000.00
- Delete 25 year warranty = Credit \$3000.00
- Total Possible Metal bldg credit = \$15,050.00

*approved R*

2) Delete epoxy floor coating (but joint fill remains) = Credit \$6,715

*approved R*

3) Alternative Oil/water separator - this model would require more maintenance but should suffice for this application. The specifications/data for this alternate model are attached to this email.

- Change to alternate O&W separator = Credit \$5,885.00

*Approved R*

4) We propose you eliminate the requirement for the 7/8" all thread in the center strip footings and instead use typical #5 rebar of the same length and spacing. This would result in a credit of \$1,500.00

Should the max credit be taken of these proposed above, the result would be a savings of \$29,150.00

Other items you might consider:

- Eliminating the storm drain system that services the downspouts. Perhaps you let them run onto the ground for now, and if the future shop areas are constructed in the future, budget for and pipe them then, in that bid.
- Eliminate the sod or convert to seed/mulch. I haven't gotten a number on changing to seed/mulch but I imagine it would save at least \$3500.00.

Both of the above original numbers can be found in the bid form.

Those are about all I see at this time. They don't quite get you to 50k, but hopefully it's close enough to warrant moving forward with the job.

If you have any questions/clarifications, or other ideas you want us to explore for savings, please don't hesitate to contact us. We'd very much like to have this project come to fruition.

Thanks,

Allen Music

On 4/17/2015 2:40 PM, Collins, John wrote:

  
Dennis Music Authorized Signature

President  
Title

12285 235th Road  
Mailing Address

Live Oak, Florida 32060  
City, State, Zip

59-3417360  
(Federal ID No. or SS No.)



- 2 Payment shall be made at the contract lump sum price for Hangar Restrooms, Complete. This price shall be full compensation to build out restroom (Room 102) to include connection of fixtures to rough in, floor and wall tile, wall and ceiling gypsum board, grab bars, door, accessories and all associated mechanical, electrical and plumbing work not specified in the Base Bid. Price shall include all mobilization, permitting, labor, equipment, tools, taxes, and necessary incidentals to complete this item.

For all work required to perform Additive Alternate No. 1 in accordance with the construction drawings, specifications, and other contract documents, including all costs related to the work, and any required permits, taxes, bonds and insurance, the undersigned submits a Total Additive Alternate No. 1 amount of:

TOTAL ADDITIVE ALTERNATE NO. 1 AMOUNT (in words): Fifty One Thousand  
Five Hundred Fifty Dollars and No cents  
( \$ 51,550.00 )  
(amount in numbers)

Note: Total Additive Alternate No. 1 amount shall equal the total amount for Bid Item No. 23 through 31.

BID SUMMARY (amount in numbers)

(A) TOTAL BASE BID:

Rs 433,400.00 418,050.00

(B) ADDITIVE ALTERNATE NO. 1:

Rs 51,550.00 Not Awarded

(C) TOTAL BID AMOUNT\*:

Rs 484,950.00 418,050.00

\* The Total Bid Amount (C) shall equal the sum of (A) through (B). The Basis of Award shall be based on the lowest Total Base Bid or the Total Bid Amount as finally determined by the owner and the funding agency based on the availability of funding

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

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

Dated and signed this 2nd day of April, 20 15

Music Construction, Inc.  
Name of Bidder



Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
24	104-1	Prevention, Control, and Abatement of Erosion and Water Pollution  Two Hundred Fifty Dollars and No Cents	LS	1	\$250.00	\$250.00
25	02660-1	1" Water Service Lateral with Water Meter and RPZ  Four Thousand Dollars and No Cents	LS	1	\$4,000.00	\$4,000.00
26	02660-2	FDOT 555 Directional Drill  Two Thousand Dollars and No Cents	EA	2	\$2,000.00	\$4,000.00
27	02730-2	4" Sanitary Sewer Piping from Restroom to Grinder Pump Station  One Thousand Dollars and No Cents	LS	1	\$1,000.00	\$1,000.00
28	02730-3	E-One Grinder Pump Station, Simplex, Alarm System, Wireless  Nine Thousand Dollars and No Cents	LS	1	\$9,000.00	\$9,000.00
29	02730-4	1.25" HDPE Sanitary Force Main  Nine Dollars and No Cents	LF	1,300	\$9.00	\$11,700.00
30	02730-5	4" Sanitary Sewer Adjustments  One Hundred Dollars and No Cents	LS	1	\$100.00	\$100.00
31	H-2 <sup>2</sup>	Hangar Restrooms, Complete  Eighteen Thousand Dollars and No Cents	LS	1	\$18,000.00	\$18,000.00

1. nominal 60' x 60' pre-engineered metal building improvements as specified on (A) drawings;
  2. all doors, including one, 60-foot electrically operated rolling door and pedestrian doors;
  3. floor drains, including all grates, pipes, and valves;
  4. building foundation, including subgrade compaction, steel reinforcement, concrete and anchor connections;
  5. all mechanical improvements as specified on (M) drawings;
  6. all plumbing improvements as specified on (P) drawings. Plumbing in restroom shall include rough-in only. Rough-in shall include all piping in slab and water line capped above grade. The remaining plumbing shall be included in Additive Alternate No. 1;
  7. all electrical improvements as specified on (E) drawings and applicable specifications;
- c. for any and all adjustments required for complete and operational integration of all mechanical and electrical installations;
- d. for all mobilization, permitting, labor, equipment, tools, taxes, and necessary incidentals to complete this item.

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

TOTAL BASE BID AMOUNT (in words):

Four Hundred <sup>Eighteen</sup> ~~Thirty Three~~ Thousand <sup>fifty</sup> ~~Four Hundred~~ Dollars and No Cents

\$ 418,050.00 ~~\$433,400.00~~  
(amount in numbers)

Note: Total Base Bid amount shall equal the sum of the totals for Bid Items No. 1 through 22

~~Additive Alternate No. 1 Hangar Restroom and Associated Improvements~~

(Not Awarded)

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
23	101-1	Mobilization  Three Thousand Five Hundred Dollars and No Cents	LS	1	\$3,500.00	\$3,500.00

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
16	981-1	Sodding, Bermuda  Two Dollars and Twenty Five Cents	SY	2,300 <sup>1</sup>	\$2.25	\$5,175.00
17	02730-1	4" Sanitary Sewer Piping and Oil/Water Separator <del>nineteen</del> <sup>one hundred fifteen</sup> <del>Twenty Five Thousand</del> Dollars and No Cents	LS	1	<del>\$25,000.00</del> \$19,115.00 <sup>2</sup>	<del>\$25,000.00</del> \$19,115.00 <sup>2</sup>
18	F-162-1	7' High Chain-Link Fence w/Additional 1' Barbed Wire Attachment  Sixty Dollars and No Cents	LF	60	\$60.00	\$3,600.00
19	F-162-2	4' Pedestrian Gate with Cypher Lock, Complete  One Thousand Dollars and No Cents	EA	1	\$1,000.00	\$1,000.00
20	SP-8-1	Duke Energy Allowance  Ten Thousand Dollars and No Cents	AL	1	\$10,000.00	\$10,000.00 <sup>1</sup>
21	SP-9-1	Concrete Spillway  One Thousand Two Hundred Fifty Dollars and No Cents	LS	1	\$1,250.00	\$1,250.00
22	H-1 <sup>1</sup>	Hangar Building, Complete  <del>Two Hundred Ninety Seven Thousand</del> <sup>Eighty</sup> <del>five hundred</del> Dollars and No Cents <del>thirty five</del>	LS	1	<del>\$297,000.00</del> \$287,535.00 <sup>2</sup>	<del>\$297,000.00</del> \$287,535.00 <sup>2</sup>

<sup>1</sup> Payment shall be made at the contract lump sum price for Hangar Building, Complete. This price shall be full compensation for:

- furnishing all materials in accordance with the architectural (A), structural (S), mechanical (M), electrical (E), and plumbing (P) drawings, and applicable specifications; and
- all preparation, erection, and installation of all hangar building improvements specified in the contract documents, including but not limited to:

<sup>1</sup> Post-bid negotiations with Contractor changed building and exterior metal panels from 22 to 24 gauge and removed epoxy floor coating.

<sup>2</sup> Post-bid negotiations revised model number for oil/water separator resulting in revised price.

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
7	120-1	Excavation and Embankment  Six Thousand Dollars and No Cents	LS	1	\$6,000.00	\$6,000.00
8	120-2	Subgrade Preparation  Fifteen Dollars and No Cents	SY	105	\$15.00	\$1,575.00
9	204-1	Graded Aggregate Base (8")  Thirty Dollars and No Cents	SY	95	\$30.00	\$2,850.00
10	346-1	PCC Pavement, 6"  One Hundred Forty Dollars and No Cents	SY	85	\$140.00	\$11,900.00
11	430-1	12" ADS Pipe  Forty Five Dollars and No Cents	LF	220	\$45.00	\$9,900.00
12	430-2	6" ADS Pipe  Twenty Dollars and No Cents	LF	20	\$20.00	\$400.00
13	430-3	12" Mitered End Section  Five Hundred Dollars and No Cents	EA	1	\$500.00	\$500.00
14	522-1	5-ft Wide Concrete Sidewalk  Fifty Dollars and No Cents	SY	25	\$50.00	\$1,250.00
15	530-1	Riprap (Rubble) (18" Depth)  One Hundred Dollars and No Cents	SY	15	\$100.00	\$1,500.00

**BID SCHEDULE - UNIT PRICES**  
(This is a Unit Price Contract)

**BIDDER:** Music Construction, Inc

**DATE:** April 2, 2015

**AIRPORT NAME:** Perry Foley Airport

**PROJECT DESCRIPTION:** Corporate Hangar Development

**BID SCHEDULE**

**Base Bid: Corporate Hangar Development**

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
1	101-1	Mobilization Thirty Five Thousand Dollars and No Cents	LS	1	\$35,000.00	\$35,000.00
2	102-1	Maintenance of Traffic Three Thousand Five Hundred Dollars and No Cents	LS	1	\$3,500.00	\$3,500.00
3	104-1	Prevention, Control, and Abatement of Erosion and Water Pollution One Thousand Dollars and No Cents	LS	1	\$1,000.00	\$1,000.00
4	110-1	Miscellaneous Demolition Eight Thousand Dollars and No Cents	LS	1	\$8,000.00	\$8,000.00
5	110-2	Stripping and Stockpiling Four Thousand Dollars and No Cents	LS	1	\$4,000.00	\$4,000.00
6	110-3	Clearing and Grubbing Three Thousand Dollars and No Cents	LS	1	\$3,000.00	\$3,000.00

Attest Mary C. Redding  
Mary C. Redding (Secretary)  
Business address: 12285 235th Road

Live Oak, Florida 32060

Phone No.: 386-658-1598

Date of Qualification to do business is 2/14/79

A Joint Venture

By N/A (SEAL)  
(Name)

N/A  
(Address)

By N/A (SEAL)  
(Name)

N/A  
(Address)

Phone Number and Address for receipt of official communications

N/A

N/A

N/A

N/A

(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).

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.
7. The following documents are attached to and made a condition of this Bid and shall be completed and submitted as part of a responsive bid proposal. Bid proposals that do not include the following documents may be considered unresponsive:
  - (a) This bid form (BF-1 to BF-5) fully completed.
  - (b) Bid schedule completed, with bid unit prices indicated numerically and in words (BS-1 to BS-14).
  - (c) Bid Affidavit (BA-1)
  - (d) Bid Security as required by the Instructions to Bidders in the form of a certified or bank check made payable to Taylor County or a Bid Bond on form attached (BB-1 to BB-2), issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions.
  - (e) Required Bidder's Qualification Questionnaire with supporting data. (BQQ-1 to BQQ-3)
  - (f) Form of Noncollusion Affidavit (NCA-1)
  - (g) Certification of Non-Segregated Facilities (NSF-1)
  - (h) Drug-Free Workplace Certification (DFWC-1)
  - (i) Indemnification and Hold Harmless (IHH-1)
  - (j) Worker's Compensation Affidavit (WCA-1)
  - (j) Buy American Certificate (BAC-1)
  - (k) Sworn Statement under Section 287.133 (3)(a), Florida Statutes, on Public Entity Crimes (SSPEC-1 to SPPEC-3)
  - (l) Davis-Bacon Wage Rates Certification (DBC-1)
  - (m) Disadvantaged Business Enterprise Program (DBEP-1 to DBEP-4)
  - (n) DBE Certificate of Compliance Form (DBECF-1)
  - (o) Insurance Compliance (IC-1)
  - (p) Certificate as to Corporate Principal (CCP-1)
8. Communications concerning this Bid shall be addressed to the address of Bidder indicated below.

Music Construction, Inc.

12285 235th Road

Live Oak, Florida 32060

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to approve the Letter of Distribution for the 2015-2016 Florida Department of Law Enforcement (FDLE) Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

**MEETING DATE REQUESTED:**

August 18, 2015

**Statement of Issue:** Board to approve the Letter of Distribution for the 2015-2016 funds the County is eligible to receive from the FDLE JAG grant program. The Board approved the Certificate of Participation at the August 3, 2015 meeting. The County has been the lead administrator of this grant for several years.

**Recommended Action:** Approve Letter of Distribution

**Fiscal Impact:** The County is eligible to receive \$42,080. No cash match is required.

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

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Letter of Distribution is a requirement of the FDLE JAG grant guidelines. The County is eligible to receive \$42,080 in grant funds. This is a reduced from last year's amount of \$45,221. The grant funds must be used by the Sheriff's Department and/or the City of Perry (or other law enforcement agency in the County as so designated by the Board) for activities that prevent and control crime and drug eradication programs. The Sheriff's Department has requested that the grant funds be divided equally between the Sheriff's Department and the Perry Police Department with each receiving \$21,040. Michelle Sumrall from the Sheriff's Department will assist with the administration of this grant. The City prepares their own application and reporting due to past audit issues with the City and FDLE.

**Attachments:** Letter of Distribution





## 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

August 18, 2015

Ms. Petrina T. Herring  
Administrator  
Office of Criminal Justice Grants  
Florida Department of Law Enforcement  
2331 Phillips Road Tallahassee, Florida 32308

Dear Ms. Petrina:

In compliance with State of Florida Rule 11D-9, F.A.C., the Taylor County Board of Commissioners approves the distribution of \$42,080.00 (total allocation available) of Federal Fiscal Year 2015 for the Edward Byrne Memorial Grant/Justice Assistance Grant (JAG) Program funds for the following projects within Taylor County.

<u>Sub Grantee</u> <u>City or County</u>	<u>Title of Project</u> <u>Taylor County</u>	<u>Dollar Amount</u> <u>(Federal Funds)</u>
Taylor County	Taylor County Eradication Task Force	\$21,040.00
City of Perry	Perry Unified Task Force	\$21,040.00

Respectfully,

\_\_\_\_\_  
Patricia Patterson, Chairman  
Taylor County Board of Commissioners

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to discuss and possibly approve providing tokens for transportation to Special Olympic program participants to weekly practice. These participants had formerly been SNAP Program students and the Board had funded transportation to school where practice had been held.

**MEETING DATE REQUESTED:**

August 18 , 2014

**Statement of Issue:** Board to discuss providing transportation tokens for Special Olympics participants to attend practice once a week (Tuesday). The participants had formerly been students in the SNAP program which the school did not fund for the upcoming year.

**Recommended Action:** A budget for the SNAP program transportation had previously been submitted to the County for approval as the program had not been discontinued by the school at the time of the County budget submissions. Staff recommends funding the Special Olympic practice program if the local Special Olympic committee can provide sufficient administrative oversight.

**Budgeted Expense:** A budget had been requested for the SNAP Program for FY 2015-2016. If the Board has approved in the budget process, this program would have a much lower cost than the SNAPS Program.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The County has funded the SNAP Program for several years and the Special Olympics participants were being provided transportation to practice through SNAP tokens the County was providing. Tokens can be provided immediately to Special Olympics participants if the Board approves funding the program.

**Attachments:** Not applicable

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

Board to review and approve the Florida Department of Transportation Supplemental Joint Participation Agreement (JPA) #217332-5-94-16, Resolution, and the County Attorney's Statement for the construction of a new aircraft storage facility at Perry Foley Airport.

**MEETING DATE REQUESTED:**

August 18, 2015

**Statement of Issue:** Board to review and approve the Supplemental JPA in the amount of \$518,504, Resolution, and County Attorney's Statement. The grant is to be used to construct a new aircraft storage facility at Perry Foley Airport. The Board had previously approved a Supplemental JPA in the amount of \$488, 504 . The award amount has been increased by FDOT due to the bids coming in higher than anticipated.

**Recommended Action:** Approve the FDOT Supplemental Joint Participation Agreement, Resolution, and County Attorney's Statement.

**Fiscal Impact:** The JPA is in the amount of \$518, 504. The project will 100% grant funded. THE COUNTY IS NOT PROVIDING A MATCH.

**Budgeted Expense:** Y/N The project has been included in the County's budget for FY 2015-2016.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** FDOT provided a grant in the amount of \$83,970 in October 2013 which has been used for the design and engineering of an aircraft storage facility at Perry Foley Airport. When the project went out for bids, the costs were higher than anticipated. Music Construction, Inc. was the low bidder. AVCON, the County's aviation consultant negotiated the construction costs with Music and is currently within \$30,000 of the available budget. FDOT is awarding the County additional funding for the project.

**Attachments: FDOT Supplemental Joint Participation Agreement , Resolution, and County Attorney's Statement.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

725-030-07  
PUBLIC TRANSPORTATION  
6/11  
Page 1 of 3

**Number 2**

Financial Project No.: <u>217332-5-94-16</u> <small>(item-segment-phase-sequence)</small>	Fund: <u>DDR,DPTO</u> Function: <u>637</u> Federal No.: DUNS No.: <u>80-939-7102</u>	FLAIR Approp.: <u>088719</u> FLAIR Obj.: <u>750004</u> Org. Code: <u>55022020228</u> Vendor No.: <u>VF596000879001</u>
Contract No.: <u>AR732</u> CFDA Number: _____	CSFA Number: <u>55.004</u>	

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida,  
hereinafter referred to as the Department, and Taylor County  
511 Industrial Drive Perry, FL 32348  
hereinafter referred to as Agency.

**WITNESSETH:**

WHEREAS, the Department and the Agency heretofore on the 24<sup>th</sup> day of October, 2013  
entered into a Joint Participation Agreement; and  
WHEREAS, the Agency desires to accomplish certain project items as outlined in the Attachment "A" appended  
hereto; and  
WHEREAS, the Department desires to participate in all eligible items for this project as outlined in Attachment  
"A" for a total Department Share of \$ 518,504.00  
NOW, THEREFORE THIS INDENTURE WITNESSETH: that for and in consideration of the mutual benefits to flow  
from each to the other, the parties hereto agree that the above described Joint Participation Agreement is to be amended  
and supplemented as follows:

**1.00 Project Description:** The project description is amended  
Perry Floey APT Design and Construct Box Hangar REDI Project

**2.00 Project Cost:**

Paragraph 3.00 of said Agreement is ☒ increased ☐ decreased by \$ 30,000.00  
bringing the revised total cost of the project to \$ 518,504.00

Paragraph 4.00 of said Agreement is ☒ increased ☐ decreased by \$ 30,000.00  
bringing the Department's revised total cost of the project to \$ 518,504.00

**3.00 Amended Exhibits:**

Exhibit(s) B & D of said Agreement is amended by Attachment "A".

**4.00 Contract Time:**

Paragraph 18.00 of said Agreement 12/30/2016.

**5.00 E-Verify:**

Vendors/Contractors:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Financial Project No. 217332-5-94-16

Contract No. AR732

Agreement Date \_\_\_\_\_

Except as hereby modified, amended or changed, all other terms of said Agreement dated 10/24/2013  
and any subsequent supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first  
above written.

AGENCY

FDOT

Taylor County

See attached Encumbrance Form for date of

Funding

Approval by Comptroller

AGENCY NAME

SIGNATORY (PRINTED OR TYPED)

LEGAL REVIEW

DEPARTMENT OF TRANSPORTATION

SIGNATURE

DEPARTMENT OF TRANSPORTATION

James M. Knight, P.E.

Urban Planning and Modal Administrator

TITLE

TITLE

Financial Project No. 217332-5-94-16

Contract No. AR732

Agreement Date \_\_\_\_\_

**ATTACHMENT "A"**  
**SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

This Attachment forms an integral part of that certain Supplemental Joint Participation Agreement between the State of Florida, Department of Transportation and Taylor County

511 Industrial Drive Perry, FL 32348

dated 10/24/2013

DESCRIPTION OF SUPPLEMENT (Include justification for cost change):

Additional funding to match low bids received.

		As Approved	As Amended	Net Change
I.	Project Cost	\$488,504.00	\$518,504.00	\$30,000.00
		As Approved	As Amended	Net
II.	Fund	DDR,DPTO	DDR,DPTO	DDR,DPTO
	Department:	\$488,504.00	\$518,504.00	\$30,000.00
	Agency:	\$0.00	\$0.00	\$0.00
	Federal:	\$0.00	\$0.00	\$0.00
Total Project Cost		\$488,504.00	\$518,504.00	\$30,000.00

Comments:

The municipality is eligible for and has requested a Rural Economic Development Initiative (REDI) waiver pursuant to Florida Statute 288.0656.



## **ATTACHMENT "A"**

### **SUPPLEMENTAL JOINT PARTICIPATION AGREEMENT**

#### **III. MULTI-YEAR OR PREQUALIFIED PROJECT FUNDING**

If a project is a multi-year or prequalified project subject to paragraphs 4.10 and 17.20 of this agreement, funds are programmed in the Department's Work program in the following fiscal year(s):

<b>FY</b>	<b>Amount</b>
2014	\$83,970.00
2015	\$404,534.00
2016	\$30,000.00



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

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

Upon motion of Commissioner \_\_\_\_\_ with second by Commissioner \_\_\_\_\_ and a vote of \_\_\_\_\_ the Board of Taylor County Board of County Commissioners, adopt the following resolution:

## RESOLUTION

**WHEREAS**, The *Taylor County Board of Commissioners*, and the *State of Florida Department of Transportation (FDOT)* have determined it to be in their mutual interest to facilitate the development of the herein described project at the **Perry Foley Airport**, to wit:

### **PERRY – FOLEY APT DESIGN AND CONSTRUCTION OF BOX HANGARS. Financial Project No: 217332-5-94-16**

**WHEREAS**, the State of Florida Department of Transportation (FDOT), the Federal Aviation Administration (FAA), and the Taylor County Board of County Commissioners have agreed to the project; the project has an estimated cost of \$518,504.00; FDOT will be funding a maximum of \$518,504.00 related to eligible project costs, as Taylor County is eligible for 100% funding under the Rural Economic Development Initiative (REDI); and;

**WHEREAS**, both parties now wish to formalize the arrangement in the form of a Joint Participation Agreement (JPA).

**NOW THEREFORE**, be it resolved, as follows:

1. The **TAYLOR COUNTY BOARD OF COMMISSIONERS** confirms its desire to enter into a Joint Participation Agreement with the **State of Florida Department of Transportation**;
2. *Taylor County is eligible for 100% funding for the project under the Rural Economic Development Initiative (REDI)*;
3. The Chairman, Patricia Patterson, or her authorized designee, is authorized to execute this Resolution of the Taylor County Board of Commissioners; and
4. The Chairman, Patricia Patterson, or her authorized designee, is herein specifically authorized to enter into and sign such documents as may be necessary, including the referenced Joint Participation Agreement with the State of Florida Department of Transportation

**WITNESSETH:** Adopted the 18<sup>th</sup> day of August 2015 in Regular Session by the **Taylor County Board of Commissioners**.

**Board of County Commissioners  
Taylor County, Florida**

By: \_\_\_\_\_  
**Patricia Patterson, Chairman**

Attest: \_\_\_\_\_  
**Annie Mae Murphy, Clerk**



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

**ANNE MAE MURPHY, Clerk**

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

**DUSTIN HINKLE, 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

**Project Description: PERRY – FOLEY APT DESIGN AND CONSTRUCTION OF BOX HANGARS.**  
**Financial Project No: 217332-5-94-16**  
**Contract No: AR732**

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at Perry, Florida this 18<sup>th</sup> day of August, 2015

By: \_\_\_\_\_  
Conrad Bishop, County Attorney

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER ADOPTING A RESOLUTION AS PROPOSED BY THE NORTH FLORIDA ECONOMIC DEVELOPMENT PARTNERS (NFEDP)

**MEETING DATE REQUESTED:**

AUGUST 18, 2015

**Statement of Issue:** RURAL COUNTIES IN FLORIDA ARE SEEKING HELP FROM THE STATE IN PROVIDING INCENTIVES AND ASSISTANCE FOR RURAL BUSINESSES.

**Recommended Action:** APPROVE THE RESOLUTION

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:** DUSTIN HINKEL, COUNTY ADMINISTRATOR 838-3500 X7

**Contact:**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:**

## **RESOLUTION**

A RESOLUTION RECOGNIZING TAYLOR COUNTY'S STATUS AS A RURAL AREA OF OPPORTUNITY AND CALLING UPON THE FLORIDA LEGISLATURE TO REQUIRE STATE AGENCIES TO SUPPORT RURAL BUSINESSES, BOTH EXISTING AND FUTURE, WITH INCENTIVES, RESOURCES AND OTHER ASSISTANCE.

WHEREAS, the Taylor County Board of County Commissioners is concerned about the economic health and well-being of residents in Florida's rural counties; and

WHEREAS, we strongly believe in the need to be proactive and not reactive in order to maintain and create employment opportunities benefitting our citizens while still supporting the quality of life in our rural communities; and

WHEREAS, Florida's urban counties have grown rapidly over the past forty years while Florida's rural counties which represent thirty four of Florida's sixty seven counties have not shared in this same growth and prosperity; and

WHEREAS, Florida's rural counties offer unique and diverse economic development opportunities in the areas of manufacturing, logistics, warehousing, distribution, and agriculturally based jobs and industries; and

WHEREAS, current state economic development resources and investment targeting the needs of rural counties and communities are woefully insufficient; and

WHEREAS, we see it as our duty as elected officials to provide for responsible economic growth that will improve our local tax base in order to support the educational, business, and quality of life needs of rural Florida; and

WHEREAS, unlike urban counties where tremendous amounts of funds are spent to develop infrastructure that supports growth and development, rural Florida counties are left lacking infrastructure development that would enhance the economic, social and quality of life in rural Florida; and

WHEREAS, our strongest desire is to promote economic growth and prosperity in order that our county will experience economic growth substantial enough that our county will no longer need to be designated as a Rural Area of Opportunity by the State of Florida; and

WHEREAS, Florida's rural counties are ripe for state investment and financial support necessary to improve the economic health of Florida's rural regions; and

WHEREAS, in order to access the State's economic development resources, rural counties and rural economic development organizations face burdensome bureaucracy that exhausts their limited resources and hinders their ability to respond to economic opportunity in a timely fashion and

WHEREAS, the State of Florida lacks significant economic development incentives targeted to Florida's rural counties; and

WHEREAS, Florida's legislature has the ability to eliminate regulatory and programmatic barriers, enhance access to and increase level of funds for rural economic development opportunities, provide increased and targeted financial resources earmarked specifically for rural counties and communities; and direct state agencies to improve the quality of service and quantity of assistance to rural Florida; and

WHEREAS improved economic conditions in rural Florida are beneficial to all of Florida;

NOW, THEREFORE, BE IT RESOLVED by the Taylor County Board of County Commissioners that we:

Support efforts to implement legislation designed to increase the ability of rural Florida to compete at all levels of Florida's economy; and, call upon the Florida Legislature to require the Florida Department of Economic Opportunity and all other applicable state agencies to process grant applications and requests for reimbursement within a defined timeframe; and, support efforts to increase incentives, resources, and technical assistance available to existing and prospective Florida rural businesses for retention, expansion, and attraction.

Passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

Pat Patterson, Chair  
Taylor County Board of County Commissioners

---

ANNIE MAE MURPHY, CLERK

## Margaret Dunn

---

**From:** Dustin Hinkel  
**Sent:** Thursday, August 6, 2015 6:01 PM  
**To:** Margaret Dunn  
**Cc:** jhendry@iog.fsu.edu; Scott Frederick  
**Subject:** Fwd: IMPORTANT REQUEST: Adoption of Rural Econmic Development Resolution  
**Attachments:** ATT00001.htm; Rural Economic Development Resolution FINAL.docx; ATT00002.htm

Margaret, could you please edit this and add it to our agenda for the 18th?

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.

Begin forwarded message:

**From:** "Hendry, Jeffrey" <jhendry@iog.fsu.edu>  
**Date:** August 6, 2015 at 4:36:03 PM EDT  
**To:** 'Darryl Register' <dregister@bakerchamberfl.com>, "Ross Chandler (paschan0403@embarqmail.com)" <paschan0403@embarqmail.com>, 'Pam Whittle' <pam@northfloridachamber.com>, 'Don Taylor' <don@citrusedc.com>, "'Glenn Hunter'" <ghunter@columbiacountyfla.com>, "'Carol M. West'" <cmckwest@bellsouth.net>, Jody Robson <jodyrobson68@gmail.com>, Tim Alexander <tim.alexander@dixieemergency.com>, Bobby Crosby <bcrosby@gilchrist.fl.us>, 'Todd Gray' <tgray@gray-construction.com>, 'Louie Goodin' <hamiltoncounty@windstream.net>, 'Susan Ramsey' <sramsey@hamiltoncda.org>, 'Julie Conley' <jcedc@embarqmail.com>, 'Ricky Lyons' <rickylyons@lafayetteclerk.com>, 'David Pieklik' <director@naturecoast.org>, 'Allen Cherry' <mccoord@madisoncountyfl.com>, 'Dana Jones' <dana@pcccfl.org>, 'chip laibl' <chip.laibl@putnam-fl.com>, 'Scott Frederick' <scottfrederick@fairpoint.net>, 'Lavonne Taylor' <lavonne.taylor@fairpoint.net>, 'Dustin Hinkel' <dustin.hinkel@taylorcountygov.com>, Alvin Jackson <alvinj@suwgov.org>, "'commissioner3@suwgov.org'" <commissioner3@suwgov.org>, Kellie Connell <connellk@unionclerk.com>, 'Dianne Hannon' <ucbocc@windstream.net>  
**Cc:** "Scholz, Diane" <dscholz@iog.fsu.edu>  
**Subject:** IMPORTANT REQUEST: Adoption of Rural Econmic Development Resolution

NFEDP Partners, attached is a Resolution we are hoping each of our 15 counties will officially adopt and forward back to the NFEDP so that it can be distributed to our Legislative Delegation and a number of Senate and House Member Leaders. There are some efforts being considered to pursue significant increases in the resources targeting rural economic development in Florida. Each of the three RAOs are

reaching out to their respective counties in their region in an attempt to assemble a mass of support for whatever efforts are made to further support ED resources in rural Florida. We would greatly appreciate your advancing this Resolution to the appropriate staff at the County or City so that it might be considered and adopted as soon as possible. Given the early start of the 2016 Legislative Session in January 2016, and the fact that Legislative Committee meetings begin in September, we are hopeful to get all Resolutions fully executed and returned **no later than the end of August or first week in September.**

We have purposely left the Preamble for the Resolution and the signature lines at the bottom blank so that each County can utilize their standard language and signatures for such Resolutions, and to be able to place on their respective letterheads. The language can essentially be cut and pasted into your Resolution format.

On another note, Diane and I have submitted a Rural Infrastructure Fund (RIF) grant application to DEO (submitted on July 2). The purpose of the RIF grant is to secure funding to move forward further with the Strategic Sites Inventory (SSI) work that was previously funded by Duke Energy and FPL, and the work conducted by LEO. The point of the work would be to identify more sites at a 25-50 acre parameter and to be able to fund the intense, due diligence needed to get our sites truly vetted, prioritized and marketed. We are confident that if we can get this funded, we can leverage this grant to secure additional funds from private foundations as well as EDA to exhaust the site identification , prioritization, and marketing of these sites. We hope you all can expedite a SUPPORT Letter that we will forward as early as late today or tomorrow. We would need this returned **no later than next Thursday, August 13, 2015**, we need these SUPPORT Letters to strengthen our case to REDI who will approve the RIG grant (or not).

With Gratitude,



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

THE BOARD TO REVIEW AND APPROVE A CONTRACT #W1014  
WITH THE FLORIDA DEPARTMENT OF CORRECTIONS, AS  
AGENDAED BY THE COUNTY ADMINISTRATOR



**MEETING DATE REQUESTED:**

AUGUST 18, 2015

**Statement of Issue:**

**THIS IS A ONE YEAR CONTRACT THAT WILL REPLACE  
CONTRACT WS862 EFFECTIVE NOV 4, 2015.**

**Recommended Action:** APPROVE THE CONTRACT

**Fiscal Impact:** \$57,497.00

**Budgeted Expense:** YES

**Submitted By:** COUNTY ADMINISTRATOR, 850-838-3500

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

**CONTRACT BETWEEN**  
**THE FLORIDA DEPARTMENT OF CORRECTIONS**

**AND**

**TAYLOR COUNTY, BOARD OF COUNTY COMMISSIONERS**

This Contract is between the Florida Department of Corrections ("Department") and Taylor County, Board of County Commissioners ("Agency") which are the parties hereto.

**WITNESSETH**

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS, Taylor County, Board of County Commissioners is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

**I. CONTRACT TERM/RENEWAL**

- A. This Contract shall begin on November 4, 2015 or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight one (1) year from the last date of signature by all parties or November 3, 2016, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

- B. Contract Renewal

This Contract may be renewed, for one (1) additional one (1) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The decision to exercise the option to renew should be made no later than sixty (60) days prior to the Contract expiration.

## II. SCOPE OF CONTRACT

### A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
2. Each party will retain responsibility for its personnel, and its fiscal and general administrative services to support this Contract.
3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

### B. Description of Services

#### 1. Responsibilities of the Department

- a. Pursuant to Chapter 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for one (1) Work Squad(s) of up to ten (10) inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the Officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) working days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicles, trailers, and all tools, equipment, supplies, materials and personal work items (gloves, boots, hard hats, etc.) furnished by the Agency. (The Department shall maintain an inventory of all property, expendable and non-expendable, provided by the Agency, which is in the care, custody, and control of the Department.) A hand receipt shall be signed by the Department's Work Squad Supervisor upon the issuance and return of non-expendable items.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with Addendum A.

Once the Agency reimburses the Department for the costs reflected on Addendum A, Section II., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
- h. The Department shall be responsible for the apprehension of an escapee and handling of problem inmates. The Department shall provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- i. The Department shall be responsible for administering all disciplinary action taken against an inmate for infractions committed while performing work under this Contract.
- j. The Department shall provide for medical treatment of ill or injured inmates and transportation of such inmates.
- k. The Department shall provide inmates with all personal items of clothing appropriate for the season of the year.
- l. The Department shall be responsible for driving the Correctional Work Squad Officer and the inmates to and from the work site.
- m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

2. Responsibilities of the Agency

- a. The Agency shall periodically provide the Department's Contract Manager with a schedule of work to be accomplished under the terms of this Contract. Deviation from the established schedule shall be reported to, and coordinated with, the Department.
- b. If required, the Agency shall obtain licenses or permits for the work to be performed. The Agency shall provide supervision and guidance for projects that require a permit or which require technical assistance to complete the project.
- c. The Agency shall ensure that all projects utilizing inmates are authorized projects of the municipality, city, county, governmental Agency, or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.

- d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools and equipment belonging to the Agency.
- e. The Agency shall provide vehicles for transportation of the work squads.

3. Communications Equipment

It is the intent of this Contract that the Work Squad have and maintain communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Depending upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

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. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Field Support Services, Central Office, to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency that are or that will be programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the work squad officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular phone is required on Addendum A. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract and shall notify the Agency when a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

If a trailer for the work squad is provided by the Agency at no cost to the Department, and the Department maintains the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. Upon the end or termination of this Contract, the trailer will be returned to the Agency.

### III. COMPENSATION

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By Agency**, as delineated in Section IV., of Addendum A, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the Work Squad.
2. **Total Costs To Be Billed To Agency By Contract**, as delineated in Section VI., of Addendum A, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20<sup>th</sup> day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20<sup>th</sup> day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in Addendum A, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections  
Bureau of Finance and Accounting  
Attn: Professional Accountant Supervisor  
Centerville Station  
Call Box 13600  
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address and phone number of the Agency's official representative to whom invoices shall be submitted to is as follows:

Dustin Hinkel, County Administrator  
Taylor County, Board of County Commissioners  
201 East Green Street  
Perry, Florida 32347  
Telephone: (850) 838-3500  
Fax: (850) 838-3501  
E-mail: [dustin.hinkel@taylorcountygov.com](mailto:dustin.hinkel@taylorcountygov.com)

IV. **CONTRACT MANAGEMENT**

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address and telephone number of the Department's Contract Manager for this Contract is:

Warden  
Taylor Correctional Institution  
8501 Hampton Springs Road  
Perry, Florida 32348  
Telephone: (850) 838-4021

B. Department's Contract Administrator

The Contract Administrator for the Department is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department.

The address and telephone number of the Department's Contract Administrator for this Contract is:

Operations Manager, Contract Administration  
Bureau of Contract Management and Monitoring  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
Telephone: (850) 717-3681  
Fax: (850) 488-7189

C. Agency's Representative

The name, address and telephone number of the representative of the Agency is:

Dustin Hinkel, County Administrator  
Taylor County, Board of County Commissioners  
201 East Green Street  
Perry, Florida 32347  
Telephone: (850) 838-3500  
Fax: (850) 838-3501  
E-mail: [dustin.hinkel@taylorcountygov.com](mailto:dustin.hinkel@taylorcountygov.com)

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. **CONTRACT MODIFICATIONS**

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this Contract necessary.

VI. **TERMINATION/CANCELLATION**

Termination at Will

This Contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of last day worked.

VII. **CONDITIONS**

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapters 119 and 945.10, Florida Statutes, made or received by the Agency in conjunction with this Agreement. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.



B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in Addendum A and in Section III, COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Assistant Secretary of Institutions. The Assistant Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting there from.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV, CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

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.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract 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: **Kelley J. Scott**

TITLE: **Director, Office of Administration  
Department of Corrections**

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

SIGNED

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

NAME: **Jennifer A. Parker**

TITLE: **General Counsel  
Department of Corrections**

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

### Addendum A

#### Inmate Work Squad Detail of Costs for Taylor County Board of County Commissioners Interagency Contract Number W1014 Effective November 4, 2015

\*\*\*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:

			Per Officer Annual Cost	Total Annual Cost
Officers Salary	# Officer: Multiplier	1	\$ 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	
<b>TOTAL - To Be Billed By Contract To Agency</b>			<b>\$ 58,972.00</b>	<b>\$ 56,747.00</b>

\*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 ☒

\_\_\_\_\_

**Addendum A**  
**Inmate Work Squad Detail of Costs for Taylor County Board of County Commissioners**  
**Interagency Contract Number W1014 Effective November 4, 2015**

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:			Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
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"/>	1	\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>TOTAL Operating Capital To Be Advanced By Agency</b>					<u>\$ -</u>			

**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
<u>\$0.00</u>

**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
<u>\$57,497.00</u>

**VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:**  
**(Total of Sections V. and VI.)**

<u>\$57,497.00</u>
--------------------

**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 W1014 Effective November 4, 2015**

- 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.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

THE BOARD TO REVIEW AND APPROVE CONTRACT #W1002  
WITH THE FLORIDA DEPARTMENT OF CORRECTIONS, AS  
AGENDAED BY THE COUNTY ADMINISTRATOR



**MEETING DATE REQUESTED:**

AUGUST 18, 2015

**Statement of Issue:** This contract is dated 10/1/15 to 9/30/18.

**Recommended Action:** Approve contract

**Fiscal Impact:** \$57,497 per annum

**Budgeted Expense:** Yes

**Submitted By:** County Administrator 838-3500

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:** contract

**CONTRACT BETWEEN  
THE FLORIDA DEPARTMENT OF CORRECTIONS**

**AND**

**TAYLOR COUNTY, BOARD OF COUNTY COMMISSIONERS**

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**WITNESSETH**

WHEREAS, Section 944.10(7) and Section 946.40, Florida Statutes and Rules 33-601.201 and 33-601.202, Florida Administrative Code, provide for the use of inmate labor in work programs;

WHEREAS, inmate labor will be used for the purposes of providing services and performing work under the supervision of the Department's staff;

WHEREAS, Taylor County, Board of County Commissioners is a qualified and willing participant with the Department to contract for an inmate work squad(s); and

WHEREAS, the parties hereto find it to be in their best interests to enter into this Contract, and in recognition of the mutual benefits and considerations set forth, the parties hereto covenant and agree as follows:

**I. CONTRACT TERM/RENEWAL**

- A. This Contract shall begin on October 1, 2015 or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight three (3) years from the last date of signature by all parties or September 30, 2018, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

- B. Contract Renewal

This Contract may be renewed, for one (1) additional three (3) year period after the initial Contract period upon the same terms and conditions contained herein. The Contract renewal is at the Agency's initiative with the concurrence of the Department. The decision to exercise the option to renew should be made no later than sixty (60) days prior to the Contract expiration.

## II. SCOPE OF CONTRACT

### A. Administrative Functions

1. Each party shall cooperate with the other in any litigation or claims against the other party as a result of unlawful acts committed by an inmate(s) performing services under this Contract between the parties.
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3. Through their designated representatives, the parties shall collaborate on the development of policies and operational procedures for the effective management and operation of this Contract.

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- a. Pursuant to Chapter 33-601.202(2)(a), F.A.C., supervision of the work squad(s) will be provided by the Department. The Department shall provide one (1) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for one (1) Work Squad(s) of up to ten (10) inmates.
- b. The Department shall ensure the availability of the work squad(s) except: when weather conditions are such that to check the squad(s) out would breach good security practices; when the absence of the Correctional Work Squad Officer is necessary for reasons of required participation in training or approved use of leave; when the Officer's presence is required at the institution to assist with an emergency situation; when the officer is ill; or when the Correctional Work Squad Officer position is vacant. In the event a position becomes vacant, the Department shall make every effort to fill the position(s) within five (5) working days.
- c. For security and other reasons, the Department shall keep physical custody of the vehicles, trailers, and all tools, equipment, supplies, materials and personal work items (gloves, boots, hard hats, etc.) furnished by the Agency. (The Department shall maintain an inventory of all property, expendable and non-expendable, provided by the Agency, which is in the care, custody, and control of the Department.) A hand receipt shall be signed by the Department's Work Squad Supervisor upon the issuance and return of non-expendable items.
- d. In the event of damage to property as a result of an accident charged to a Department employee or blatant acts of vandalism by inmates, or loss of tools and equipment, the Agency may request that the Department replace or repair to previous condition the damaged or lost property.
- e. The Department shall be reimbursed by the Agency for the Department's costs associated with this Contract in accordance with Addendum A.



Once the Agency reimburses the Department for the costs reflected on Addendum A, Section II., these items will be placed on the Department's property records, as appropriate, and upon the end or termination of this Contract such items will be transferred to the Agency.

- f. The Department shall, to the maximum extent possible, maintain stability in the inmate work force assigned to the work squad on a day-to-day basis in order to maximize the effectiveness of the work squad.
- g. The Department shall provide food and drinks for inmates' lunches.
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- m. Both parties agree that the Department is making no representations as to the level of skills of the work squad.

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- d. The Agency shall retain ownership of any vehicles or equipment provided by the Agency for the work squad. The Agency shall maintain its own inventory of transportation, tools and equipment belonging to the Agency.
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3. Communications Equipment

It is the intent of this Contract that the Work Squad have and maintain communication with the institution at all times. A method of communication (radios, cellular phone, etc.), shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Contract Manager in writing prior to assignment of the work squad. Depending upon the method of communication provided, the Contract Manager may require a secondary or back-up method of communication.

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. Under no circumstances shall the Agency accept the return of radio communications equipment provided to the Department under this Contract until such time as the radio communications equipment has been deprogrammed by the Department.

At the end or termination of this Contract, the Department's Contract Manager will contact the Department's Utility Systems/Communications Engineer in the Bureau of Field Support Services, Central Office, to effect the deprogramming of radio communications equipment provided by the Agency.

a. Vehicle Mounted Radios:

Vehicles provided by the Agency that are or that will be equipped with a mobile/vehicle mounted radio programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for vehicle and/or communications equipment maintenance and/or repair. The use of these vehicle(s) during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

b. Hand Held Radios:

Hand held radios provided by the Agency that are or that will be programmed to the Department's radio frequency(ies) will be retained by the Department to ensure security of the communication equipment except for short durations dictated by the need for maintenance and/or repair. The use of any hand held radio(s) provided by the Agency that is programmed to a Department radio frequency utilized by the Agency during the period covered by this Contract shall not be for any purpose other than as indicated in this Contract.

c. Cellular Phones:

Cellular phones may be utilized by the work squad officer as either a primary or secondary means of communication as approved by the Contract Manager. The Contract Manager shall designate whether the usage of a cellular phone is required on Addendum A. The cellular phone will be retained by the Department and upon the end or termination of this Contract, returned to the Agency. The use of the cellular phone is not authorized for any purposes other than as indicated in this Contract.

4. Other Equipment

The Contract Manager shall determine if an enclosed trailer is required for the work squad to transport tools and equipment utilized in the performance of this Contract and shall notify the Agency when a trailer is necessary. The Contract Manager shall designate whether the usage of an enclosed trailer is required on Addendum A.

If a trailer for the work squad is provided by the Agency at no cost to the Department, and the Department maintains the trailer when the squad is not working, the Agency shall provide an enclosed trailer that can be secured when not in use. All tools and equipment utilized by the work squad shall be secured in the trailer. Upon the end or termination of this Contract, the trailer will be returned to the Agency.

### III. COMPENSATION

A. Payment to the Department

1. **Total Operating Capital To Be Advanced By Agency**, as delineated in Section IV., of Addendum A, shall be due and payable upon execution of the Contract. The Department will not proceed with the purchase until payment, in full, has been received and processed by the Department's Bureau of Finance and Accounting. Delays in receipt of these funds may result in start-up postponement or interruption of the services provided by the Work Squad.
2. **Total Costs To Be Billed To Agency By Contract**, as delineated in Section VI., of Addendum A, will be made quarterly, in advance, with the first payment equaling one-fourth of the total amount, due within two (2) weeks after the effective date of the Contract. The second quarterly payment is due no later than the 20<sup>th</sup> day of the last month of the first Contract quarter. Payment for subsequent consecutive quarters shall be received no later than the 20<sup>th</sup> day of the last month of the preceding Contract quarter.
3. In the event the Correctional Work Squad Officer position becomes vacant and remains vacant for a period of more than five (5) working days, the next or subsequent billing will be adjusted by the Department for services not provided.
4. The Agency shall insure any vehicles owned by the Agency used under this Contract.
5. The rate of compensation shall remain in effect through the term of the Contract or subsequent to legislative change. In the event there is an increase/decrease in costs identified in Addendum A, this Contract shall be amended to adjust to such new rates.

B. Official Payee

The name and address of the Department's official payee to whom payment shall be made is as follows:

Department of Corrections  
Bureau of Finance and Accounting  
Attn: Professional Accountant Supervisor  
Centerville Station  
Call Box 13600  
Tallahassee, Florida 32317-3600

C. Submission of Invoice(s)

The name, address and phone number of the Agency's official representative to whom invoices shall be submitted to is as follows:

Dustin Hinkel, County Administrator  
Taylor County, Board of County Commissioners  
201 East Green Street  
Perry, Florida 32347  
Telephone: (850) 838-3500  
Fax: (850) 838-3501  
E-mail: [dustin.hinkel@taylorcountygov.com](mailto:dustin.hinkel@taylorcountygov.com)

**IV. CONTRACT MANAGEMENT**

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. Department's Contract Manager

The Warden of the Correctional Institution represented in this Contract is designated Contract Manager for the Department and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The position, address and telephone number of the Department's Contract Manager for this Contract is:

Warden  
Taylor Correctional Institution  
8501 Hampton Springs Road  
Perry, Florida 32348  
Telephone: (850) 838-4001

B. Department's Contract Administrator

The Contract Administrator for the Department is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Contract Manager for the Department.

The address and telephone number of the Department's Contract Administrator for this Contract is:

Operations Manager, Contract Administration  
Bureau of Contract Management and Monitoring  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
Telephone: (850) 717-3681  
Fax: (850) 488-7189

C. Agency's Representative

The name, address and telephone number of the representative of the Agency is:

Dustin Hinkel, County Administrator  
Taylor County, Board of County Commissioners  
201 East Green Street  
Perry, Florida 32347  
Telephone: (850) 838-3500

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this Contract.

V. **CONTRACT MODIFICATIONS**

Modifications to provisions of this Contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this Contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this Contract necessary.

VI. **TERMINATION/CANCELLATION**

Termination at Will

This Contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the Department will be paid for all costs incurred and hours worked up to the time of termination. The Department shall reimburse the Agency any advance payments, prorated as of last day worked.

VII. **CONDITIONS**

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapters 119 and 945.10, Florida Statutes, made or received by the Agency in conjunction with this Agreement. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.

B. Annual Appropriation

The Department's performance under this Contract is contingent upon an annual appropriation by the legislature. It is also contingent upon receipt of payments as outlined in Addendum A and in Section III, COMPENSATION.

C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Assistant Secretary of Institutions. The Assistant Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Contract Administrator and Contract Manager.

D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting there from.

E. Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted.

F. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section IV, CONTRACT MANAGEMENT, of this Contract shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

G. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

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.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract will be governed by and construed in accordance with the laws of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

This Contract and Addendum A contain all of the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this Contract 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: **Kelley J. Scott**

TITLE: **Director, Office of Administration  
Department of Corrections**

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

SIGNED

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

NAME: **Jennifer A. Parker**

TITLE: **General Counsel  
Department of Corrections**

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

**Addendum A**  
**Inmate Work Squad Detail of Costs for Taylor County Board of County Commissioners**  
**Interagency Contract Number W1002 Effective October 1, 2015**

\*\*\*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:**

			Per Officer Annual Cost	Total Annual Cost
Officers Salary	# Officer: Multiplier	1	\$ 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	
<b>TOTAL - To Be Billed By Contract To Agency</b>			<b>\$ 58,972.00</b>	<b>\$ 56,747.00</b>

\*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 ☒



**Addendum A**  
**Inmate Work Squad Detail of Costs for Taylor County Board of County Commissioners**  
**Interagency Contract Number W1002 Effective October 1, 2015**

		Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
<b>IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:</b>							
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"/>
<b>TOTAL Operating Capital To Be Advanced By Agency</b>			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. **Annual 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.)**

TOTAL
YEAR 1 \$57,497.00
YEAR 2 \$57,497.00
YEAR 3 \$57,497.00
<b>TOTAL \$172,491.00</b>

**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 W1002 Effective October 1, 2015**

- 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.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO RECEIVE AN UPDATE ON THE RESPONSE TO FLOODING IN STEINHATCHEE AND CONSIDER APPROVAL OF AN EXTENSION TO THE LOCAL STATE OF EMERGENCY DECLARED AUGUST 3, 2015, AND AGAIN ON AUGUST 10, 2015, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

**AUGUST 18, 2015**

**Statement of Issue:**

**THE MOST RECENT LOCAL STATE OF EMERGENCY EXPIRED AUGUST 17, 2015.**

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:**

**COUNTY ADMINISTRATOR 838-3500**

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

## **LOCAL STATE OF EMERGENCY DECLARATION**

### **TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA DECLARING A STATE OF LOCAL EMERGENCY; WAIVING PROCEDURES AND FORMALITIES DURING THE PERIOD OF SUCH EMERGENCY; AUTHORIZING AND DIRECTING THE TAYLOR COUNTY EMERGENCY MANAGEMENT DIRECTOR TO TAKE WHATEVER PRUDENT ACTIONS AS MAY BE NECESSARY TO PROTECT THE HEALTH, SAFETY AND WELFARE OF THE COMMUNITY PURSUANT TO THIS DECLARATION.

WHEREAS, persistent heavy rainfall and degrading environmental conditions have caused extensive flooding in Steinhatchee; and,

WHEREAS, this flooding continues to threaten the health and safety of the residents of Taylor County as well as inflict serious damage on its infrastructure; and,

WHEREAS, critical repairs and modifications to the storm water retention and conveyance systems in the County must be made to alleviate risks to the public's health, safety, and welfare; and,

WHEREAS, the Board of County Commissioners initially declared a Local State of Emergency on Monday, August 3, 2015, reaffirmed such declaration on August 10, 2015, and finds that current conditions warrant an additional extension; and,

WHEREAS, Section 252.38(3) (a), Florida Statutes empowers political subdivisions to declare a State of Local Emergency for a period of up to seven (7) days, but may be extended, as necessary, in 7 day increments; and,

WHEREAS, Section 252.38(3) (a), Florida Statutes empowers political subdivisions to waive the procedures and formalities otherwise required by law pertaining to:

1. Performance of public work and taking whatever action is necessary to ensure the health, safety and welfare of the community.
2. Entering into contracts
3. Incurring obligations
4. Employment of permanent and temporary workers
5. Utilization of voluntary workers
6. Rental of equipment
7. Acquisition and distribution with or without compensation of supplies, materials and facilities.
8. Appropriation and expenditure of public funds.

WHEREAS, Section 501.106, Florida Statutes prohibits price gouging in a declared State of Emergency.

NOW THEREFORE BE IT RESOLVED, by the Board of County Commissioners of Taylor County, Florida as follows:

#### SECTION I

A State of Local Emergency is hereby declared for all of Taylor County, for a period of seven (7) days, but may be extended as necessary, in 7 day increments.

#### SECTION II

Procedures and formalities otherwise required by law pertaining to actions enumerated by items one through eight herein is hereby waived for the duration of this declaration.

#### SECTION III

The Taylor County Emergency Management Director is hereby authorized and directed to take whatever prudent actions as may be necessary to protect the health, safety and welfare of the community pursuant to this declaration.

#### SECTION IV

This Resolution shall become effective immediately upon its adoption.  
resolved this 18th day of August, 2015.

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Patricia Patterson, Chairwoman  
BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA

ATTEST:

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ANNIE MAE MURPHY  
Clerk of Court

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

THE BOARD TO DISCUSS THE CANAL DREDGING FEASIBILITY STUDY, AS AGENDAED BY THE COUNTY ADMINISTRATOR



**MEETING DATE REQUESTED:**

**AUGUST 18, 2015**

**Statement of Issue:**

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:**

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**