

SUGGESTED AGENDA

AMENDED

TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA

TUESDAY, FEBRUARY 17, 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

AWARDS/RECOGNITIONS:

4. THE BOARD TO APPROVE AND PRESENT A PROCLAMATION TO LEGARRETTE BLOUNT RECOGNIZING HIM AS AN AMBASSADOR FOR TAYLOR COUNTY.

BIDS/PUBLIC HEARINGS:

5. THE BOARD TO RECEIVE BIDS FOR HOUSING REHABILITATION STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM, SET FOR THIS DATE AT 6:00 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

6. THE BOARD TO HOLD THE SECOND AND FINAL PUBLIC HEARING, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE, REGARDING THE POSSIBLE GRANT APPLICATION TO THE FLORIDA BOATING IMPROVEMENT PROGRAM FOR THE 2015 FUNDING CYCLE.
7. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:10 P.M., OR AS SOON THEREAFTER AS POSSIBLE, REGARDING THE POSSIBLE GRANT SUBMISSION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, FEMA HAZARD MITIGATION GRANT PROGRAM, REQUESTING FUNDING ASSISTANCE FOR THE PURCHASE AND INSTALLATION OF A GENERATOR SYSTEM AT DOCTORS' MEMORIAL HOSPITAL (DMH).
8. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:15 P.M., OR AS SOON THEREAFTER AS POSSIBLE, REGARDING THE PASSAGE OF A PROPOSED ORDINANCE WHICH AMENDS COUNTY ORDINANCE NOS. 2000-10, 2004-08 AND 2005-3, WHICH CREATED THE SPECIAL WATER AND SEWER DISTRICT IN THE AREA OF THE UNINCORPORATED TAYLOR COASTAL COMMUNITY.
9. THE BOARD TO HOLD A PUBLIC HEARING, SET FOR THIS DATE AT 6:20 P.M., OR AS SOON THEREAFTER AS POSSIBLE, TO HEAR AN APPLICATION FOR A SPECIAL EVENTS PERMIT (MUD-BOG), AS SUBMITTED BY IRON HORSE MUD RANCH.

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

CONSENT ITEMS:

10. APPROVAL OF MINUTES OF JANUARY 27 AND FEBRUARY 2, 2015.  
(COPIES PROVIDED BY E-MAIL)
11. EXAMINATION AND APPROVAL OF INVOICES.
12. THE BOARD TO CONSIDER ADOPTION OF A RESOLUTION TO REFLECT UNANTICIPATED MONIES IN THE MSTU FUND, AS SUBMITTED BY COUNTY FINANCE.
13. THE BOARD TO REVIEW AND APPROVE NOTICE TO BIDDERS FOR THE CONSTRUCTION OF THE CORPORATE HANGAR DEVELOPMENT AT PERRY FOLEY AIRPORT, AS AGENDAED BY THE GRANTS DIRECTOR.

14. THE BOARD TO CONSIDER APROVAL OF THE BOARD'S RULES OF PROCEDURE FOR CHAIR/VICE CHAIR SIGNATURE AUTHORITY AND ADVISORY COMMITTEE APPOINTMENT PROCEDURE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
15. THE BOARD TO CONSIDER APPROVAL OF A LIBRARY PATRONS POLICY, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
16. THE BOARD TO REVIEW AND APPROVE A BID DOCUMENT FOR ARTIFICIAL REEFS, AS AGENDAED BY GEOFF WALLAT, UNIVERSITY OF FLORIDA SEA GRANT AGENT.
17. THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON A RENEWAL CONTRACT WITH DATAWORKS PLUS, A SOLE SOURCE PROVIDER OF SOFTWARE MAINTENANCE FOR THE TAYLOR COUNTY JAIL'S RAPIDID SYSTEM, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
18. THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A ONE YEAR CONTRACT RENEWAL WITH MORPHOTRAK FOR MAINTENANCE AND SUPPORT FOR SOFTWARE UTILIZED BY THE TAYLOR COUNTY JAIL, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
19. THE BOARD TO CONSIDER APPROVING PAYMENT OF AN INVOICE FROM FLORIDA ASSOCIATION OF COUNTIES TRUST FOR INSURANCE DEDUCTIBLES FOR 2014 REQUIRING A TRANSFER FROM RESERVES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

HOSPITAL ITEMS:

20. THE BOARD TO CONSIDER THE RECOMMENDATION OF THE BID COMMITTEE FOR THE PURCHASE OF RADIOLOGY EQUIPMENT FOR THE DOCTORS' MEMORIAL HOSPITAL, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 20A. THE BOARD TO REVIEW AND APPROVE A BID SOLICITATION DOCUMENT FOR DOCTORS' MEMORIAL HOSPITAL FOR THE PURCHASE OF LAPAROSCOPY/ARTHROSCOPY VIDEO SYSTEMS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
- 20B. THE BOARD TO REVIEW AND APPROVE A BID SOLICITATION DOCUMENT FOR DOCTORS' MEMORIAL HOSPITAL FOR THE PURCHASE OF THIRTY-NINE MEDICAL/SURGICAL BEDS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

20C. THE BOARD TO REVIEW AND APPROVE A BID SOLICITATION DOCUMENT FOR DOCTORS' MEMORIAL HOSPITAL FOR THE PURCHASE OF EMERGENCY ROOM STRETCHERS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COUNTY STAFF ITEMS:

21. THE BOARD TO REVIEW AND APPROVE ONE OF TWO PROPOSED BID AND CONTRACT DOCUMENTS FOR THE ESTABLISHING AND HARVESTING OF 45 ACRES OF HAY AT PERRY FOLEY AIRPORT, AS AGENDAED BY THE GRANTS DIRECTOR.
22. THE BOARD TO REVIEW AND APPROVE THE FOREST CAPITAL HALL RENOVATION PROJECT FUNDING PROPOSAL AND CONTRACT WITH GRAY CONSTRUCTION & CLEMONS, RUTHERFORD & ASSOCIATES, AS AGENDAED BY THE COUNTY ENGINEER.

COUNTY ADMINISTRATOR ITEMS:

23. 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 CONSIDER ADOPTION OF A PROCLAMATION  
RECOGNIZING LEGARRETTE BLOUNT AS AN  
AMBASSADOR FOR TAYLOR COUNTY, FLORIDA, AS  
AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

FEBRUARY 17, 2015

**Statement of Issue:**

LEGARRETTE BLOUNT GREW UP IN TAYLOR COUNTY, FLORIDA, AND NOW PLAYS PROFESSIONAL FOOTBALL FOR THE NEW ENGLAND PATRIOTS. HE HELPED LEAD THE TEAM TO VICTORY IN THE 2015 SUPER BOWL. THE BOARD OF COUNTY COMMISSIONERS EXPRESSED A DESIRE AT THEIR MEETING ON FEBRUARY 2, 2015, TO RECOGNIZE MR. BLOUNT AS AN AMBASSADOR FOR HIS HOMETOWN.

**Recommended Action:**

APPROVE AND AWARD THE PROCLAMATION

**Fiscal Impact:**

N/A

**Budgeted Expense:**

**Submitted By:**

COUNTY ADMINISTRATOR

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

## PROCLAMATION

### RECOGNIZING LEGARRETTE BLOUNT AS AN AMBASSADOR FOR TAYLOR COUNTY, FLORIDA

Whereas LeGarrette Montez Blount was born in Madison County, Florida, on December 5, 1986, and grew up in Taylor County, Florida, and,

Whereas LeGarrette attended Taylor County public schools and graduated from Taylor County High School in 2005, and,

Whereas LeGarrette knew at a young age he wanted to play professional football, having played as a Falcon in Little League Football and eventually playing for the Taylor County High School Bulldogs, and,

Whereas LeGarrette serves as an ambassador for Taylor County everywhere he goes, even wearing a TAYLOR COUNTY tattoo, and,

Whereas LeGarrette Blount is our first local athlete to play in a Super Bowl, wearing number 29 for the New England Patriots, rushing 14 times for 40 yards, and,

Whereas LeGarrette Blount helped the Patriots win their 4<sup>th</sup> Super Bowl title, defeating the defending champion Seattle Seahawks, final score 28 to 24, at Super Bowl XLIX in 2015, and,

Whereas the residents of Taylor County are proud of their hometown hero, having brought national attention and recognition to their rural community;

Now, therefore, be it resolved by the Board of County Commissioners in Taylor County, Florida, this 17<sup>th</sup> day of February, 2015, that LeGarrette Blount, son of Barbara Bonner and Gary Blount, has brought distinction and honor to Taylor County and we join in celebrating his Super Bowl win and wish him well in all future endeavors.

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Patricia "Pat" Patterson, Chair  
Board of County Commissioners  
District Five

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Jody DeVane, District Three  
Board of County Commissioners

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Malcolm V. Page, District One  
Board of County Commissioners

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Pam Feagle, District Four  
Board of County Commissioners

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Jim Moody, District Two  
Board of County Commissioners

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Annie Mae Murphy, Clerk of Court  
Taylor County, Florida

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**

Board to receive bids for the rehabilitation of the home of Betty Jackson through the SHIP program.



**MEETING DATE REQUESTED:**

February 17, 2014

**Statement of Issue:** Board to receive bids for the following SHIP approved recipient.

**REHABILITATION**

**Betty Jane Jackson 213 Folsom Street, Perry, FL**

**Recommended Action:** Approve proposed SHIP recipient.

**Fiscal Impact:** Not applicable. The projects are 100% funded through the SHIP Program.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The proposed recipient and their home has been qualified for rehabilitation through the SHIP Program. The project had previously been out for bid in December 2014 and bids were to be received at the January 6, 2015 meeting. No bids were received. A recommendation of bid award will be presented to the Board for approval at the March 2, 2015 meeting.

**Attachments:** Not applicable

**\*Bid committee will be Jay Moseley of Government Services Group, Michelle Pitts, and Melody Cox**

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to hold the second of two public hearings at 6:05 pm to discuss the upcoming funding cycle for the Florida Boating Improvement Program (FBIP).

**MEETING DATE REQUESTED:**

February 17, 2015

**Statement of Issue:** The 2015 funding cycle for the FBIP grant program will be open in late February 2015. Staff is recommending submitting grant application requesting funding assistance for the construction of restrooms at the Steinhatchee Boat Ramp.

**Recommended Action:** Approval of Board to move forward with the submission of a grant application to FBIP requesting funding assistance for the construction of a restroom facility at Steinhatchee Boat Ramp.

**Fiscal Impact:** Staff is recommending submitting grant application requesting funding assistance for the construction of restrooms at the Steinhatchee Boat Ramp. Engineering has estimated the restrooms to have a cost of approximately \$75,000. A match of 50% of the total project cost would be required for the application to be competitive. "In Kind" services can be used for a portion of the match. The match would be required FY 2015-2016. Staff is recommending a portion of the donation received for Steinhatchee in December 2014 be used for the match.

**Budgeted Expense:** Y/N Not applicable at this time.

**Submitted By:** Melody Cox

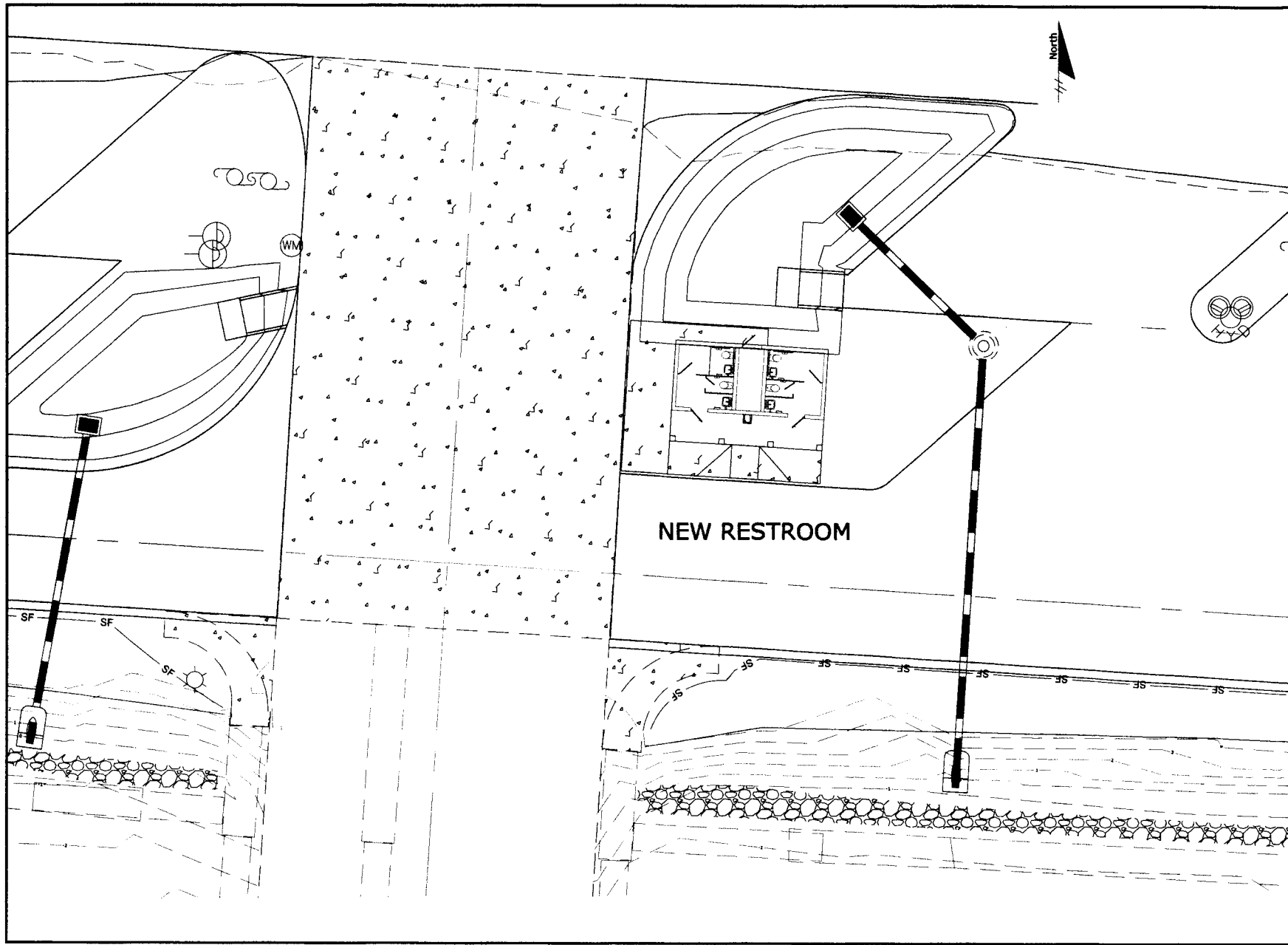
**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The 2015 funding cycle will be open in February for the FBIP grant program. Eligible use of grant funds include: Boat ramps, piers, docks, recreational channel markers, derelict vessel removal, boating education, and other boating-related activities that enhance boating access for recreational boating such as restroom facilities and paved parking in the immediate area of the boat ramp.

**It is important to note these grant funds can only be used for recreational boating enhancements and improvements not commercial activities and use. The County was awarded a grant FY 2013 for improvements to the Williams Fish Camp Landing (Mandalay) boat ramp and this project is currently well underway. The County did not submit application to the FBIP grant program in 2014.**

**Attachments: Draft of the Engineers site plan (showers are to be added), and pictures of the proposed project site.**



<b>TAYLOR COUNTY ENGINEERING DIVISION</b> <b>BOARD OF COUNTY COMMISSIONERS</b> 201 E. GREEN STREET PERRY, FL 32347 PH: (850) 838-3300 FAX: (850) 838-3871 E-MAIL: <a href="mailto:county_engineering@taylorcountyfla.gov">county_engineering@taylorcountyfla.gov</a>		PROJECT NO. 2006-005-ENG
DESIGNED BY D. ELLINGTON	SHEET TITLE STEINHATCHEE BOAT RAMP PHASE 2	SHEET NO. 5
DRAWN BY M. POLSON	CHECKED BY K. LUDLEY	DATE 2/1/2013
SCALE AS SHOWN		SHEET 5 OF 6
DATE 12-009		
REVISION 1. 25/2015 04:1 AM		

(7)

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

The Board to hold a public hearing at 6:10 pm. to discuss and receive public input on the possible grant submission to the FEMA Hazardous Mitigation Grant Program (HMPG) requesting funding assistance for the purchase and installation of a generator system at Doctors' Memorial Hospital Inc. (DMH).

**Meeting Date:**

February 17, 2015

**Statement of Issue:** DMH does not currently have a generator backup sufficient to fully operate the cooling system at the hospital in the event of a disaster causing prolonged loss of electrical service. In the event of such a disaster or emergency event, the hospital would be required to install transfer switches and rent a large generator. Otherwise, the possibility exists that our local citizens would need to be transported out of county for medical treatment during the disaster/emergency event. The application deadline is March 6, 2015.

**Recommendation:** Board to discuss moving forward with the submission of a grant application to the FEMA HMPG grant program.

**Fiscal Impact:** \$ Not applicable at this time. **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

**Submitted By:** Steve Spradley, Emergency Management Director & Melody Cox, Grants

**Contact:** Steve Spradley, Emergency Management Director & Melody Cox, Grants

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:** The Florida Department of Emergency Management has posted potential hazard mitigation grant funding from Presidential Disaster Declaration (DR-4177-FL) Florida Severe Storms and Flooding in 2014. An application deadline for this grant is March 9, 2015. Taylor County has the opportunity to apply and compete with other counties for any residual funds that may not be used by the counties that were declared in DR-477-FL. Generator power for critical facilities, such as hospitals, is a potential qualifying grant funding opportunity. Due to not being one of the counties declared, funding may not be available, however an application must be submitted to be considered.

**Options:**

1. APPROVE SUBMITTING GRANT APPLICATION TO THE FEMA HMPG PROGRAM REQUESTING FUNDING ASSISTANCE FOR THE PURCHASE AND INSTALLATION OF A GENERATOR SUFFICIENT TO OPERATE THE COOLING SYSTEM AT DMH IN

THE EVENT OF THE LOSS OF POWER.

2. NOT APPROVE

**Attachments:**

1. CORRESPONDENCE WITH DMH

2.



**From:** Mary Lescher [<mailto:mlescher@doctorsmemorial.com>]  
**Sent:** Monday, February 09, 2015 4:28 PM  
**To:** Melody Cox  
**Cc:** Mary Lescher; Dustin Hinkel; Steve Spradley; Geri Forbes; [doug@dfaircloth.com](mailto:doug@dfaircloth.com)  
**Subject:** RE: Hospital Generator

The Board of Commissioners approved moving forward with the Public hearing for the grant February 17 last night. I do need the following things from you as soon as possible:

1. Documentation of ACHA the generator is a requirement and any regulatory information you may have available on this.

Per the Florida Building Code, for certain critical areas of a Hospital that are to remain in operation during and immediately following a disaster scenario, those areas must be provided with HVAC. The Hospital has the ventilation part of HVAC covered by the existing emergency power system but not the air conditioning part. AHCA requires the chilled water system be on emergency power for air conditioning and they require the new chiller to be protected from missile impact. These are two separate requirements. The temporary generator solution solves the emergency power issue. The scope is basically to provide a location to mount and hook up the generator, add transfer switch, reconfigure the main switchgear (and get it UL re-certified), size the generator, provide specs for the generator / rental agreement, and redo the coordination studies for AHCA approval. We will have to coordinate the design with Duke Energy and AHCA. The missile impact wall or fence solves the chiller protection issue. There is a possibility that AHCA will require missile impact protection for the temporary generator (this would be another wall/fence separate from the chiller yard). This might sound absurd but it's a possibility depending on when the generator is brought in (before, during or after storm). Please see enclosed attachments from AHCA, emphasis on E-1 pertaining to providing connection for the new chiller unit to the essential systems required by FBC and impact protection for the area where the chiller will be installed as required by FBC.

2. Cost of the generator and installation costs. I know when we met you indicated the new generator will cost approximately \$80,000 but I need a total cost which would include installation and how the cost was determined.

At this time, I am not able to provide an assumption for projections, maybe by Wednesday? We received the cost for the design but have no specs for voltage or accurate electrical conductivity to circumvent total cost for transfer switch for generator.

3. How was DMH planning on paying for the engineering study as it cannot be included in the grant?  
At this time, DMH will operationalize the cost for the design of this project.

Now for the grant, as soon as you have a chance, I will need the following information:

1. How much is lost per day that DMH is not in operation? See enclosed attachment (\$78,933.00 loss per day)
2. How much is lost per day the Medical Plaza is not in operation? See enclosed attachment (\$4759.00 loss per day)
3. Cost to transport patients out of County via ambulance. .
4. Cost to transport patients via helicopter.
5. Approximate amount of loss to local medical practices should DMH be closed/out of operation.
6. Cost of food and medications that would be lost should DMH be without power and/or shut down.
7. Costs associated with getting DMH back up and running if operations should cease temporarily.
8. Would there be ACHA license/certification costs is DMH should shut down.

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**From:** Melody Cox [<mailto:melody.cox@taylorcountygov.com>]  
**Sent:** Friday, February 06, 2015 9:45 AM  
**To:** Mary Lescher  
**Subject:** RE: Hospital Generator

I thin DMH Plaza will be sufficient. We just have to provide a cost benefit analysis in the application on what the potential loss would be to DMH and associated services should DMH close. I need the first three items as soon as possible.

If you can send the following 8 items by February 17 that would be great!

Thank you Mary!

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**From:** Mary Lescher [<mailto:mlescher@doctorsmemorial.com>]  
**Sent:** Thursday, February 05, 2015 4:50 PM  
**To:** Melody Cox  
**Cc:** Mary Lescher  
**Subject:** RE: Hospital Generator

Dear Melody,

From below request please clarify:

- #5. Approximate amount of loss to local medical practices should DMH be closed/out of operation. Where you inferring to other DMH practices aside from the DMH Plaza, like Dr. Nelson's, Mayo, and Steinhachee?

When is the deadline for me to send this information to you?

Thank you,  
Mary

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**From:** Melody Cox [<mailto:melody.cox@taylorcountygov.com>]  
**Sent:** Tuesday, February 03, 2015 1:55 PM  
**To:** Mary Lescher  
**Cc:** Steve Spradley; Dustin Hinkel; Margaret Dunn  
**Subject:** Hospital Generator  
**Importance:** High

Hey Mary,

The Board of Commissioners approved moving forward with the Public hearing for the grant February 17 last night. I do need the following things from you as soon as possible:

1. Documentation of ACHA the generator is a requirement and any regulatory information you may have available on this.
2. Cost of the generator and installation costs. I know when we met you indicated the new generator will cost approximately \$80,000 but I need a total cost which would include installation and how the cost was determined.
3. How was DMH planning on paying for the engineering study as it cannot be included in the grant?

The Board ask for those things last night.

Now for the grant, as soon as you have a chance, I will need the following information:

1. How much is lost per day that DMH is not in operation?
2. How much is lost per day the Medical Plaza is not in operation?
3. Cost to transport patients out of County via ambulance. .
4. Cost to transport patients via helicopter.
5. Approximate amount of loss to local medical practices should DMH be closed/out of operation.
6. Cost of food and medications that would be lost should DMH be without power and/or shut down.
7. Costs associated with getting DMH back up and running if operations should cease temporarily.
8. Would there be ACHA license/certification costs is DMH should shut down.

I think this covers everything we discussed when we met last week.

\*\*\*\*Steve- can you think of anything else?

Again, the items the Board requested are really critical for moving forward with the project.

Please let Steve, Dustin, or I know should you have any questions! Thank you Mary!

Best regards,  
Melody

# AD(a) Cash Basis Comparison

## AD(a) Doctors Memorial Hospital Cash Basis Write-off Percentage 5/31/2014

	5/31/2012	5/31/2013	DMH Consolidated 5/31/2014	Family Practice 5/31/2014	DMH Consolidated (excluding Fam Pract) 5/31/2014
Gross Revenues	66,408,826	67,638,147	68,632,801	2,732,013	65,900,788
Beginning Gross A/R	10,492,761	9,515,268	9,661,465	468,047	9,193,418
Ending Gross A/R	(9,515,268)	(9,661,465)	(9,267,524)	(305,834)	(8,961,690)
Adjusted Revenues (cash basis)	<u>67,386,319</u>	<u>67,491,950</u>	<u>69,026,742</u>	<u>2,894,226</u>	<u>66,132,516</u>
Gross Contractuals & Bad debt expense	36,547,091	36,692,725	38,000,684	1,077,925	36,922,759
Adjustments for items netted in Contractuals:					-
50508000 Medicare Cost report settlements	-	776,195	(58,766)		(58,766)
50030000 Medicaid DSH	350,544	190,219	179,882		179,882
50031000 Medicaid LIP	296,736	166,669	185,446		185,446
Adjusted Gross Contractuals & Bad debt expense	<u>37,194,371</u>	<u>37,825,808</u>	<u>38,309,246</u>	<u>1,077,925</u>	<u>37,231,321</u>
Beginning reserves	8,156,880	7,012,213	7,021,627	235,732	6,785,895
Ending reserves	(7,012,213)	(7,021,627)	(6,851,562)	(156,403)	(6,695,159)
Contractuals & Bad debt expense adjusted (cash basis)	<u>38,339,038</u>	<u>37,816,394</u>	<u>38,479,311</u>	<u>1,157,254</u>	<u>37,322,057</u>
Net Cash collections				1,736,972	28,810,459
Days in the year				365	365
Cash collections per calendar day				<u>\$ 4,759</u>	<u>\$ 78,933</u>



RICK SCOTT  
GOVERNOR

ELIZABETH DUDEK  
SECRETARY

November 14, 2014

Ms. Mary Lescher  
Doctors' Memorial Hospital Inc  
333 N Byron Butler Parkway  
Perry, FL 32347

Re: Facility Name: Doctors' Memorial Hospital  
Project Name: Chiller Plant Upgrade  
ClientCode/File-Project Sub.Number: 23/100106-102-6

Dear Ms. Lescher:

The revised construction documents dated 9/18/2014, for the referenced project submission received on 9/18/2014, have been reviewed and are **approved** by the Agency subject to the attached comments. Please note this approval is not permission to construct work that is not in full compliance with the requirements of the Certificate of Need (if any) for this project, and all applicable codes and standards.

Before this project may be considered completed by the Agency, all deficiencies noted, and all outstanding deficiencies from previous review letters, if listed, must be corrected.

Please submit revisions for all deficiencies to the Tallahassee Office at the below address in the form of addendum, change order or revised contract documents as appropriate. Upon receipt of these documents, another review will be conducted to ascertain the appropriateness of the corrections. Failure to respond timely to these comments can cause a delay to the final completion of this project

To facilitate all further document reviews of this project, please conform to the following submittal procedures:

1. Provide a transmittal letter with the following information:
  - a. The original review comment number
  - b. The original comment
  - c. A word description of the revision
  - d. The sheet or specification page where correction(s) are located
2. Because this submission constitutes a record public document, proper signing, sealing, and dating by each design professional is required.

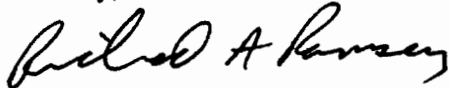


Ms. Mary Lescher  
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November 14, 2014

Re: Facility Name: Doctors' Memorial Hospital  
Project Name: Chiller Plant Upgrade  
ClientCode/File-Project Sub.Number: 23/100106-102-6

If you have questions concerning this review, please contact Said Baniahmad architectural reviewer; Jason Jiang, mechanical reviewer; or Alex Masterton, electrical reviewer, as appropriate at telephone (850) 412-4477.

Sincerely,



Richard Ramsey  
Professional Engineer Administrator/Electrical  
Office of Plans and Construction  
Tel: (850) 412-4477/Fax: (850) 922-6483  
E-mail: Richard.Ramsey@ahca.myflorida.com

RR/A/ba

Attachments

CC: Via E-mail      John Searcy & Associates, Inc.  
Performance Engineering Group, Inc.

Ms. Mary Lescher  
Page 3 of 3  
November 14, 2014

Re: Facility Name: Doctors' Memorial Hospital  
Project Name: Chiller Plant Upgrade  
ClientCode/File-Project Sub.Number: 23/100106-102-6

GENERAL:

No comment.

ARCHITECTURAL:

No comment.

MECHANICAL:

M-3            The request for a 270 day extension form June 3, 2014 of the impact protection is approved.

FIRE PROTECTION:

No comment.

ELECTRICAL:

E-1            See comment M-3



RICK SCOTT  
GOVERNOR

ELIZABETH DUDEK  
SECRETARY

August 21, 2014

Mary Lescher  
Doctors' Memorial Hospital Inc  
333 N Byron Butler Parkway  
Perry, FL 32348

Re: Facility Name: Doctors' Memorial Hospital  
Project Name: Chiller Plant Upgrade  
ClientCode/File-Project Sub.Number: 23/100106-102-5

Dear Ms. Lescher:

The revised construction documents dated 6/26/2014, for the referenced project submission received on 7/2/2014, have been reviewed and are **disapproved** by the Agency subject to the attached comments.

Although the construction documents have been previously approved, before final completion of this project may be obtained from the Agency, all deficiencies noted, and all outstanding deficiencies from previous review letters, if listed, must be corrected.

Please submit revisions for all deficiencies to the Tallahassee Office at the below address in the form of addendum, change order or revised contract documents as appropriate. Upon receipt of these documents, another review will be conducted to ascertain the appropriateness of the corrections. Failure to respond timely to these comments can cause a delay to the final completion of this project

To facilitate all further document reviews of this project, please conform to the following submittal procedures:

1. Provide a transmittal letter with the following information:
  - a. The original review comment number
  - b. The original comment
  - c. A word description of the revision
  - d. The sheet or specification page where correction(s) are located
2. Because this submission constitutes a record public document, proper signing, sealing, and dating by each design professional is required.

If you have questions concerning this review, please contact Said Baniahmad architectural reviewer; James Schiller, mechanical reviewer; or Omar Ferrer, electrical reviewer, as appropriate at telephone (850) 412-4477.

2727 Mahan Drive • Mail Stop #24  
Tallahassee, FL 32308  
AHCA.MyFlorida.com



Facebook.com/AHCAFlorida  
Youtube.com/AHCAFlorida  
Twitter.com/AHCA\_FL  
SlideShare.net/AHCAFlorida



Mary Lescher  
Page 2 of 3  
August 21, 2014

Re: Facility Name: Doctors' Memorial Hospital  
Project Name: Chiller Plant Upgrade  
ClientCode/File-Project Sub.Number: 23/100106-102-5

Sincerely,

Richard Ramsey  
Professional Engineer Administrator/Electrical  
Office of Plans and Construction  
Tel: (850) 412-4477/Fax: (850) 922-6483  
E-mail: Richard.Ramsey@ahca.myflorida.com

RAR/A/ba/qg

Attachments

CC: Via E-mail      John Searcy & Associates, Inc.  
Performance Engineering Group, Inc.

Mary Lescher  
Page 3 of 3  
August 21, 2014

Re: Facility Name: Doctors' Memorial Hospital  
Project Name: Chiller Plant Upgrade  
ClientCode/File-Project Sub.Number: 23/100106-102-5

**GENERAL:**

No comment.

**ARCHITECTURAL:**

No comment.

**MECHANICAL:**

M-3 Sheet M200: Provide impact protection for the new air cooled chiller. See FBC Chapter 429.4.2.6.1. Submit a solution to this requirement within 30 days of the date of this review.

**Your response has generated the following:**

The requirement of Chapter 419.4.2.6.1 is for hospitals in Florida; the geographic location within the state does not change the requirement.

**FIRE PROTECTION:**

No comment.

**ELECTRICAL:**

E-1 Provide connection for the new chiller unit to the essential system as required by FBC and impact protection for the area where the chiller will be installed as required by FBC. The facility has 30 days to provide solution for the request.  
The response has generated the following: The facility shall submit by official letter the time frame requested.

E-2\* Clarify the sensor ampacity for the circuit breakers affected under this project.

**The response has generated the following:**

The engineer of record has submitted a change of the setting for the existing facility main circuit breaker therefore, is compelled to submit a new coordination study for the existing Main Switchgear under the stream of the modified protection device. In addition, he cannot make any change of setting until the Coordination Study is approved for the AHJ (AHCA) as required by FAC and NEC Art. 517.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



THE BOARD TO CONDUCT A PUBLIC HEARING AT 6:15 P.M. REGARDING THE PASSAGE OF A PROPOSED ORDINANCE CHANGE TO 2000-10, 2004-08, AND 2005-3 WHICH CREATED AND GOVERNED THE TAYLOR COASTAL SEWER AND WATER DISTRICT.

**MEETING DATE REQUESTED:**

FEBRUARY 17, 2015

**Statement of Issue:**

ON JANUARY 20, 2015, THE BOARD HEARD A PRESENTATION BY JIM POPPELL OF TAYLOR COASTAL SEWER AND WATER DISTRICT TO CHANGE THE FREQUENCY OF REQUIRED MEETINGS OF THE BOARD. THE TCSWD BOARD WAS REQUESTING TO MEET LESS FREQUENTLY ON A REGULAR BASIS, BUT TO MEET ANYTIME AN ISSUE AROSE THAT REQUIRED THE BOARD'S ATTENTION ON A SPECIAL MEETING BASIS. THE BOARD OF COUNTY COMMISSIONERS AGREED TO CONDUCT A PUBLIC HEARING ON THE PROPOSED ORDINANCE CHANGE.

**Recommended Action:**

**Fiscal Impact:** NONE

**Budgeted Expense:**

**Submitted By:**

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

*The Bishop Law Firm, P.A.*  
*Attorneys at Law*

CONRAD C. BISHOP, JR.  
CONRAD C. "SONNY" BISHOP, III

POST OFFICE BOX 167  
411 N. WASHINGTON STREET  
PERRY, FLORIDA 32348

IN MEMORIAL OF  
KATHLEEN MCCARTHY BISHOP 1966-2013  
(850) 584-6113  
FAX (850) 584-2433

January 22, 2015

Hon. Annie Mae Murphy  
Clerk of Court  
Post Office Box 620  
Perry, Florida 32348

Mr. Dustin Hinkel  
County Administrator  
County Offices  
201 East Green Street  
Perry, Florida 32347

Re: Taylor Coastal Community Water and Sewer District Ordinance

Dear Annie Mae and Dustin:

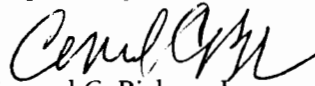
Pursuant to the Board's instructions, please find enclosed:

1. The Amended Ordinance
2. A Notice to go in the newspaper

If you have any questions, please feel free to give me a call.

Thank you and I hope you are doing fine.

Respectfully,

  
Conrad C. Bishop, Jr.

CCB/kp

enclosures

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE WHICH AMENDS ORDINANCE NO. 2000-10, 2004-08 AND ORDINANCE NO. 2005-3 WHICH CREATED THE SPECIAL WATER AND SEWER DISTRICT IN THE AREA OF UNINCORPORATED TAYLOR COASTAL COMMUNITY, TO PROVIDE FOR A CHANGE THAT DISTRICT BOARD OF COMMISSIONERS REQUESTED, PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Commissioners of the Taylor Coastal Water and Sewer District have requested that the Board of County Commissioners of Taylor County amend the above Ordinances to provide that the District Board of Commissioners hold their regular meeting on a quarterly basis instead of monthly, and

**WHEREAS**, the Board of County Commissioners of Taylor County have been informed that the operation of the Taylor Coastal Water and Sewer District is being run effectively and that quarterly meetings would be sufficient.

**THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TAYLOR COUNTY, FLORIDA** as follows:

**Section 1.**

That the above mentioned Ordinances are amended as follows:

1. The District Board of Commissioners shall hold a regular quarterly meeting and special meetings as needed in an appropriate place within the District. A quorum shall consist of four (4) Commissioners at any meeting.

**Section 2. SEVERABILITY**

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Ordinance.

**SECTION 3. EFFECTIVE DATE**

This Ordinance shall take effect as provided by law and the Clerk is directed to send a certified copy to the Secretary of State of the State of Florida as provided by law.

PASSED and ADOPTED by the Board of County Commissioners of Taylor County,  
Florida, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**BOARD OF COUNTY COMMISSIONERS  
TAYLOR COUNTY, FLORIDA**

---

**PAT PATTERSON, Chairperson**

**ATTEST**

---

**ANNIE MAE MURPHY,  
Clerk of Court**

NOTICE (PURSUANT TO FLORIDA  
STATUTE 125.66)

Notice is hereby given that the Board of County Commissioners of Taylor County, Florida will hold a public hearing on the passage of the proposed Ordinance which amends Ordinance No. 2000-10, 2004-08 and Ordinance No. 2005-3 which created the special water and sewer district in the area of unincorporated Taylor Coastal Community, the public hearing shall be held at the Board of County Commission Meeting Room, Taylor County Courthouse Annex, Old Post Office Building in Perry, Florida, at the regular board meeting on \_\_\_\_\_, 2015, at \_\_\_\_\_.

The title of the proposed ordinance is:

**AN ORDINANCE WHICH AMENDS ORDINANCE NO. 2000-10, 2004-08 AND ORDINANCE NO. 2005-3 WHICH CREATED THE SPECIAL WATER AND SEWER DISTRICT IN THE AREA OF UNINCORPORATED TAYLOR COASTAL COMMUNITY, TO PROVIDE FOR A CHANGE THAT DISTRICT BOARD OF COMMISSIONERS REQUESTED, PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

The proposed ordinance may be inspected by the public at the Clerk of the Circuit Court's Office at the Taylor County Courthouse, Perry, Taylor County, Florida.

All members of the public are welcome to attend. Notice is further hereby given, pursuant to Florida Statute 286.0105, that any person or persons deciding to appeal any matter considered at this public hearing will need a record of the hearing and may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015, by ANNIE MAE MURPHY, Clerk of the Circuit Court and Clerk of the Board of County Commissioners of Taylor County, Florida.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Public Hearing for Iron Horse Mud Ranch Mud Bog Special Event

**MEETING DATE REQUESTED:**

February 17, 2015

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

**Recommendation:** Hold public hearing

**Fiscal Impact:** Increase in tourism

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

**Submitted By:** Danny Griner

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

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Planning Staff received an application from the Iron Horse Mud Ranch to hold a Mud Bog Special Event on March 5-8, 2015. The event is scheduled to take place at the Iron Horse Mud Ranch site located at 8999 S. US 19. Section 10-65 of the Code of Ordinances requires that special events with attendance greater than 1,000 must be approved by the County Commission at a public hearing. The application reflects that attendance is anticipated to meet the public hearing criteria. The application is missing the security statement, ambulance statement, owner statement and hold harmless statement. The applicant states that these items will be provided to the Planning Department before the event date.

**Options:**

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

**Attachments:**

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



OSCAR M. HOWARD, III

ATTORNEY AT LAW, P.A.

315 WEST GREEN STREET

POST OFFICE BOX 22

PERRY, FLORIDA 32348

TELEPHONE: (850)584-4980

FAX: (850)584-4985

January 28, 2015

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

Re: Iron Horse Mud Ranch

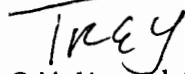
Dear Jamie:

Please find enclosed the Application for Special Event Permit. I have a verbal commitment from the Taylor County Emergency Services and the Taylor County Sheriff's Office. I do not have the letters in hand, but I will provide them as an addendum to this application as soon as possible.

I am also waiting on the Adjoining Property Protection Agreement and the Release and Hold Harmless Agreement. I will provide those as soon as possible as well.

Thank you in advance for your assistance to this matter. If you should have any questions, please do not hesitate to contact my office.

Respectfully,

A handwritten signature in black ink, appearing to read "O.M. Howard, III", written over a horizontal line.

O.M. Howard, III

# MUD BOG CHECKLIST

EVENT NAME: IRON HORSE MUD RANCH

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

COMPLETED BY: W.D. Griner DATE: 2/10/15  
 William D. (Danny) Griner

MALCOLM PAGE District 1	MARK WIGGINS District 2	LONNIE HOUCK District 3	PAM FEAGLE District 4	PATRICIA PATTERSON District 5
----------------------------	----------------------------	----------------------------	--------------------------	----------------------------------



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

## APPLICATION FOR SPECIAL EVENT PERMIT

FEE: **\$250.00**

PERMIT TYPE: MUD BOG DATE: 01/28/15

APPLICANT NAME: Wells Mud Ranch DBA Iron Horse Mud Ranch

MAILING ADDRESS: P.O. Box 203 Rush, Kentucky 41168

PROPERTY OWNER: Rt. 207 Properties, LLC

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

PHONE#: 813-909-3288 PARCEL #: 8744-50-8743-060

### PROPERTY OWNERS WITHIN 660 FEET OF ACTIVITY

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

EVENT DATE(S): <u>3/5-3/8</u>	START: <u>Thursday</u>	END: <u>Sunday</u>
EVENT DATE(S): _____	START: _____	END: _____
EVENT DATE(S): _____	START: _____	END: _____
EVENT DATE(S): _____	START: _____	END: _____

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

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

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

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

SOLID WASTE CONTRACTOR: Waste Pro 352-463-6200

## ATTACH THE FOLLOWING

1. Exact location, legal description, area and shape of all lands used for parking or other incidental uses.
2. Exact location, legal description, area and shape of the land on which the event will take place.
3. Sworn statement from security provided, if other than Taylor County Sheriff's Department.
4. Statement as to what medical / ambulance services will be provided. (Agreement with DMH-EMS must contain signature of hospital CEO).
5. Copy of, or Statement of intent to issue, \$1,000,000.00 Insurance Policy.
6. Copy of Contract for Solid Waste Disposal.
7. Copy of Contract for Sanitary Waste Disposal.
8. Written consent allowing entry at any time during the event by any County or State Officer in the performance of his or her duties.
9. Four copies of a map drawn to scale of at least 1" = 400', showing:
  - a. Property location;
  - b. Location of highways, roads, lots and lands within 660 feet activity;
  - c. Location of parking area and all incidental uses;
  - d. All interior access ways;
  - e. Access to the property;
  - f. Location of toilet, medical, and drinking facilities.
10. Proof of ownership of the property, or an agreement signed by the property owner permitting such use of the property.
11. Signed waiver from all property owners within 660 feet of the activity.

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

Notice is hereby given that the Taylor County Board of County Commissioners will hold a public hearing on Tuesday, February 17, 2015 at 6:20 p.m., or as soon thereafter as possible, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347, to hear an application for a SPECIAL EVENTS PERMIT (MUD-BOG) to be held on March 5-8, 2015 from 7:00 a.m. to 7:00 p.m. The event will be held at the Iron Horse Mud Ranch site located at 8999 S. US 19, Perry, Florida.

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

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

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

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

Notice is hereby given that the Taylor County Board of County Commissioners will hold a public hearing on Tuesday, February 17, 2015, at 6:20 p.m. or as soon thereafter as possible in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347, to hear an application for a SPECIAL EVENTS PERMIT (MUD-BOG) to be held on March 5-8, 2015 from 7:00 a.m. to 7:00 p.m. The event will be held at the Iron Horse Mud Ranch site located at 8999 S. US 19, Perry, Florida.

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

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

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

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 :

911 CITY:

LAND : \$51,000

AGR-VAL : \$6,600

EX-FEAT : \$

BUILDING : \$

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

LEGAL: LEG 0040.00 ACRES

SE 1/4 OF NW 1/4

OR 665-912

SUBJ TO & TOGETHER WITH ESMTS IN

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

TD :CO DOR : 5600 ZONE : 015092

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

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

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

F9-HELP F10-RE

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

NAME:RT 207 PROPERTIES LLC  
ADD :  
ADD :1932 CARTER AVENUE  
ADD :  
CSZ :ASHLAND KY 41101  
911 :  
911 CITY:

LAND : \$38,250  
AGR-VAL : \$3,390  
EX-FEAT : \$  
BUILDING : \$  
-----  
TOT-MKT-->: \$3,390

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

TD :CO DOR : 5700 ZONE : 015094

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

\*\* 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info  
F1-LOC F2-AUTO F3-RCD F4-FLD F5-FMT F6-DUP F7-OVS F8-COR F9-HELP F10-RE:



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

LEGAL: LEG 0040.00 ACRES  
SE 1/4 OF SW 1/4  
OR 665-912  
SUBJ TO & TOGETHER WITH ESMTS IN  
OR 233-683 & 665-880

NAME:RT 207 PROPERTIES LLC  
ADD :  
ADD :1932 CARTER AVENUE  
ADD :  
CSZ :ASHLAND KY 41101  
911 :  
911 CITY:

LAND : \$51,000  
AGR-VAL : \$4,520  
EX-FEAT : \$  
BUILDING : \$  
-----  
TOT-MKT-->: \$4,520

TD :CO DOR : 5700 ZONE : 015095

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

\*\* 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info  
F1-LOC F2-AUTO F3-RCD F4-FLD F5-FMT F6-DUP F7-OVS F8-COR F9-HELP F10-RE

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

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 : 8999 US 19 S

911 CITY:

LAND : \$93,500

AGR-VAL : \$9,835

EX-FEAT : \$5,115

BUILDING : \$37,056

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

LEGAL: LEG 0040.00 ACRES

NW 1/4 OF NW 1/4

OR 665-912

SUBJ TO & TOGETHER WITH ESMTS IN

OR 233-683 & 665-880

TD :CO DOR : 5002 ZONE : 015096

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

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

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

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

F9-HELP F10-RE

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

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 :

911 CITY:

LAND : \$136,000

AGR-VAL : \$6,600

EX-FEAT : \$

BUILDING : \$

" -----

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

LEGAL: LEG 0040.00 ACRES

NE 1/4 OF SW 1/4

OR 665-912

SUBJ TO & TOGETHER WITH ESMTS IN

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

TD :CO DOR : 5600 ZONE : 015097

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

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

F1-LOC F2-AUTO F3-RCD F4-FLD F5-FMT F6-DUP F7-OVS F8-COR F9-HELP F10-RE

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

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

NAME:RT 207 PROPERTIES LLC  
ADD :  
ADD :1932 CARTER AVENUE  
ADD :  
CSZ :ASHLAND KY 41101  
911 :  
911 CITY:

LAND : \$272,000  
AGR-VAL : \$13,200  
EX-FEAT : \$  
BUILDING : \$  
-----  
TOT-MKT-->: \$13,200

TD :CO DOR : 5600 ZONE : 015098

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

\*\* 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info  
F1-LOC F2-AUTO F3-RCD F4-FLD F5-FMT F6-DUP F7-OVS F8-COR F9-HELP F10-REI

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

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 :

911 CITY:

LAND : \$40,000

AGR-VAL : \$6,600

EX-FEAT : \$

BUILDING : \$

-----

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

LEGAL: LEG 0040.00 ACRES

NE 1/4 OF NW 1/4

OR 665-926

SUBJ TO & TOGETHER WITH ESMTS IN

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

665-897

TD :CO DOR : 5600 ZONE : 015099

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

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

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

F9-HELP F10-REI

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

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 :

911 CITY:

LAND : \$136,000

AGR-VAL : \$6,600

EX-FEAT : \$

BUILDING : \$

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

LEGAL: LEG 0040.00 ACRES

SE 1/4 OF NE 1/4

OR 665-912

SUBJ TO & TOGETHER WITH ESMTS IN

OR 233-683 & 665-880

TD :CO DOR : 5600 ZONE : 015102

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

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

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

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

F9-HELP F10-REJ

SEC TWP RGE SUBD BLK LOT  
04-06-08-08744-200

NAME:RT 207 PROPERTIES LLC

ADD :

ADD :1932 CARTER AVENUE

ADD :

CSZ :ASHLAND

KY 41101

911 :

911 CITY:

LAND : \$408,000

AGR-VAL : \$19,800

EX-FEAT : \$

BUILDING : \$

-----

TOT-MKT-->: \$19,800

LEGAL: LEG 0120.00 ACRES  
N 1/2 OF SE 1/4 & SW 1/4 OF SE 1  
OR 665-908  
SUBJ TO & TOGETHER WITH ESMTS

TD :CO DOR : 5600 ZONE : 015105

LAND	LAND UNITS	COND
5600-ACRE	120.00	100
9900-ACRE	120.00	100

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

F1-LOC F2-AUTO F3-RCD F4-FLD F5-FMT F6-DUP F7-OVS F8-COR F9-HELP F10-RE

SEC TWP RGE SUBD BLK LOT  
04-06-08-08744-350

LEGAL: LEG 0040.00 ACRES  
NE 1/4 OF NE 1/4  
OR 665-912  
SUBJ TO & TOGETHER WITH ESMTS IN  
OR 233-683 & 665-880

NAME:RT 207 PROPERTIES LLC  
ADD :  
ADD :1932 CARTER AVENUE  
ADD :  
CSZ :ASHLAND KY 41101  
911 :  
911 CITY:  
LAND : \$51,000  
AGR-VAL : \$6,600  
EX-FEAT : \$  
BUILDING : \$  
-----  
TOT-MKT-->: \$6,600

TD :CO DOR : 5700 ZONE : 015108

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

\*\* 0-Nxt, 1-Prv, 3-Rekey, 4-Menu, 5-Building Info  
F1-LOC F2-AUTO F3-RCD F4-FLD F5-FMT F6-DUP F7-OVS F8-COR F9-HELP F10-REI



\*\*\*\*\*

SPECIAL EVENT WAIVER

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

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

AT 207 PROPERTIES  
Print Name

M. W. B.  
Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

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

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

SANDRA LAURA LEE  
Print Name

S. Laura Lee  
Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

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

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

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

\_\_\_\_\_  
Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

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

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

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

\_\_\_\_\_  
Signature

Attention GARY Wells

\*\*\*\*\*

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

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

\*\*\*\*\*

SPECIAL EVENT WAIVER

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

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

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

\*\*\*\*\*

SPECIAL EVENT WAIVER

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

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

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

\*\*\*\*\*

SPECIAL EVENT WAIVER

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

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

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

606 9280093<sup>3</sup>

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: 8-10-11

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

Jack Fernandez  
Print Name

Jack Fernandez  
Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

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

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

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

\_\_\_\_\_  
Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

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

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

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

\_\_\_\_\_  
Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

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

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

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

\_\_\_\_\_  
Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

DATE: 9/20/11

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

J. M. ELLISON

Print Name

J M Ellison

Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

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

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

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

\_\_\_\_\_  
Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

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

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

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

\_\_\_\_\_  
Signature

\*\*\*\*\*

SPECIAL EVENT WAIVER

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

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

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

\_\_\_\_\_  
Signature

3-28 2011

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

Letter of consent for county or state officer

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

Iron horse mud Ranch

Shannon Wells AS MM OF ~~REPORT~~ 201 prop

llua



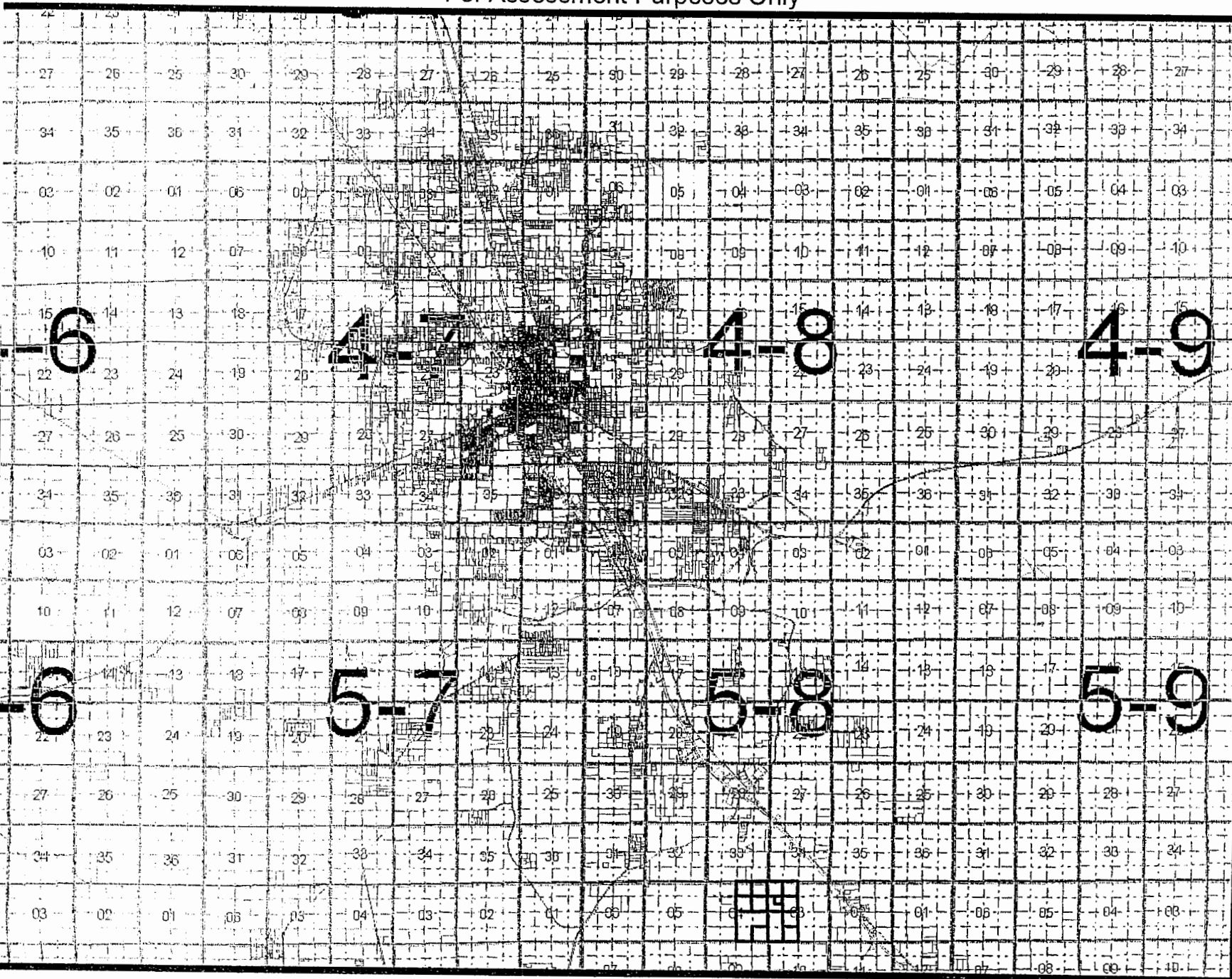
Bruce A. Ratliff  
Taylor County Property Appraiser  
For Assessment Purposes Only

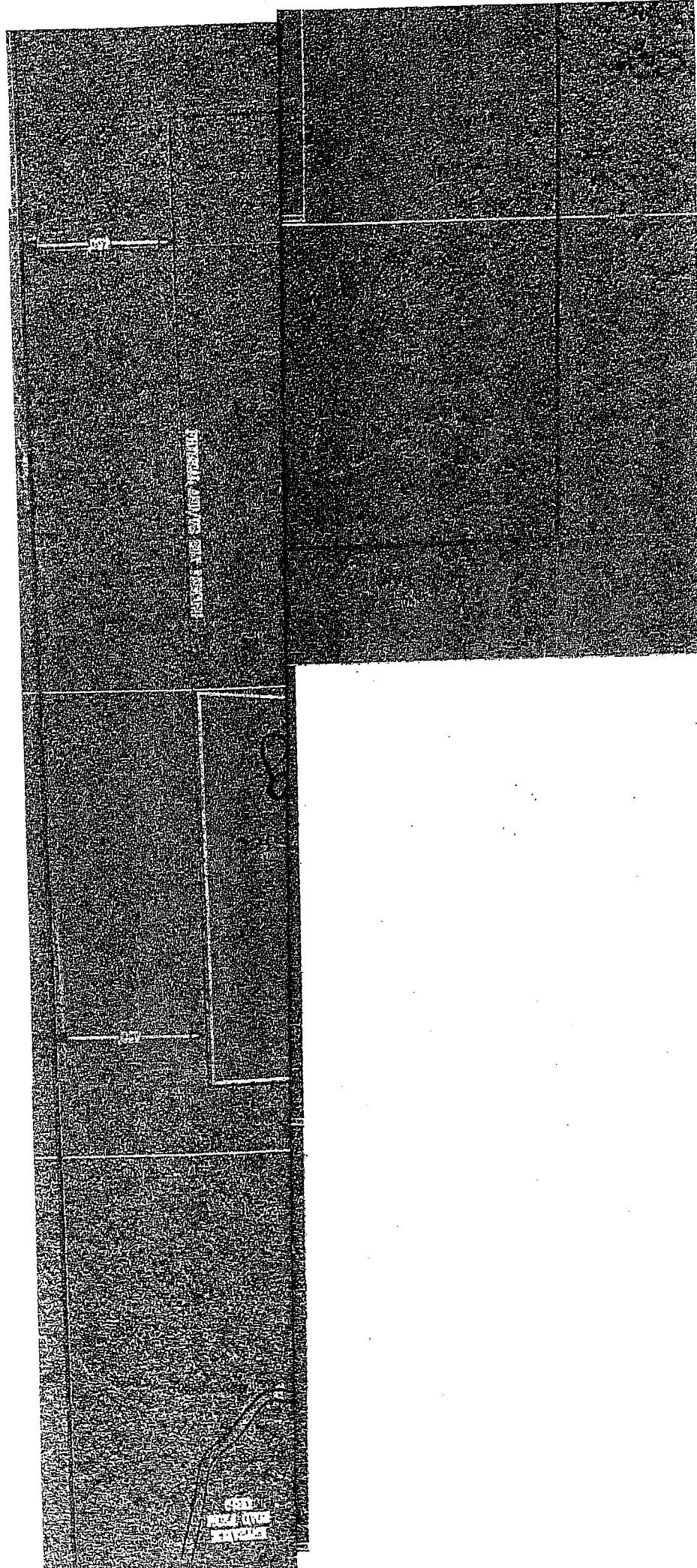
Feet  
0 5,500 11,000 22,000

**Legend**

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

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





NAME	ADDRESS	CITY
ANDYLAND LLC	13001 BOCA CIEGA AVE	MEDIERA BEACH, FLORIDA 33708
RT 207 PROPERTIES LLC	1932 CARTER AVENUE	ASHLAND, KY 41101
JACK J. & LINDA L. FERNANDEZ	3643 GREATWOOD CT	LAND O LAKES, FLORIDA 34639
JAMES MARTIN ELLISON	7230 PRETTY POND LN	PERRY, FLORIDA 32348
SANDRA LAURA TYLER	8849 S US 19	PERRY, FLORIDA 32348



PLACE BUSINESS CARD HERE



Franchised  
area

## Service Agreement

### A. CUSTOMER SITE INFORMATION

Site Name: <i>Iron Horse Mud Ranch</i>	Customer Class: <i>FL</i>	Effective Date: <i>4/25/2011</i>	Account #: <i>026290</i>
Service Address: <i>8999 US Hwy 19 S</i>		Service Area: <i>Taylor</i>	Salesperson:
City/State: <i>Perry FL</i>	Zip Code: <i>32348</i>	Contact Name: <i>Rusty</i>	
Email:	Telephone: <i>813 943 9811</i>	Fax:	Mobile:

### B. BILLING INFORMATION

Billing Name:	P.O. # Required? <i>Y / N</i>		
Billing Address: <i>PO Box 203</i>	Billing Cycle: <i>FL</i>	Customer Deposit:	
City/State: <i>Rush NY</i>	Zip Code: <i>11168</i>	Contact Name:	
Email:	Telephone:	Fax:	Mobile:

### C. EQUIPMENT / SERVICE SPECIFICATIONS

Qty	Service Type	Material	Size	Freq.	Compact Y/N	Locks	Wheels	Gates	Rate	Schedule
1	FL	SW	4	1X				4yes	96.90	Month Haul S M <u>T</u> W T F S
										Month Haul S M T W T F S
										Month Haul S M T W T F S
										Month Haul S M T W T F S

### D. ADDITIONAL FEES

Delivery: <i>P 50</i>	Removal:	Locks/Cistors:
Container Rental:		Franchise Fee:
Disposal:		Fuel/Environmental:
Extra Pickup: <i>55.00</i>	*A fuel surcharge and environmental compliance cost recovery charge, calculated as a percentage of the Charge(s), will be included on your invoice.	
Special Services:		

Other Instructions:

Special Service:

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

Customer Signature

Date

Waste Pro Representative

Date

Print Name

TERMS & CONDITIONS ON THE REVERSE

WASTE PRO ~~TEMPORARY~~ ROLL OFF SERVICE AGREEMENTPhone # 850-561-0800  
Fax # 850-531-0800P.O. Box 380  
Midway, FL 32343  
www.wasteprousa.com

Company	<u>Waste Pro 110</u>	Service Area	<u>Taylor</u>	Terms	<u>30 days</u>
Salesperson	<u>Franchised</u>	Effective Date	<u>9/14/2011</u>	P.O. #	
Class	<u>Roll off</u>	Bill Cycle		Acct #	<u>026298</u>

## CUSTOMER INFORMATION

Site Name	<u>Iron Horse Mud Ranch</u>	Billing Name	
Contact	<u>Quincy</u>	Contact	
email		email	
Address	<u>8999 US Hwy 19 S</u>	Address	<u>PO Box 203</u>
Address 2		Address 2	
City, Zip	<u>Berry FL 32348</u>	City, Zip	<u>Rush KY 41168</u>
Phone #	<u>813 943 7811</u>	Phone #	
Fax #		Fax #	
Mobile #		Mobile #	

## CUSTOMER ORDER, INFORMATION &amp; CHARGES

Quantity	<u>1</u>	Delivery Charge		C.O.D./Charge	
Size	<u>20</u>	Haul Charge	<u>230.00</u>	Maintenance Charge	
Material	<u>SW</u>	Disposal Charge	<u>58.95/TON</u>	Deodorizing Charge	
Est. # Loads		Flat haul Charge		Fuel Surcharge	
Length of Job		Trip Charge		Inactivity Fee	<u>\$100 PER 30 DAYS NON USE</u>
Closest intersection or landmark: _____					
Other Instructions: _____					
_____					
_____					

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

Authorized Signature

Date

Representative Signature

Date

Name (Print or Type)

Contractor Approval

Title



# CERTIFICATE OF LIABILITY INSURANCE

IRONH-1

OP ID: DH

DATE (MM/DD/YYYY)

10/09/14

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  
Garrett-Stotz Company  
1601 Alliant Avenue  
Louisville, KY 40299  
Chris von Allmen

Phone: 502-415-7000

Fax: 502-415-7001

CONTACT

NAME:

PHONE

(A/C, No., Ext):

E-MAIL

ADDRESS:

FAX  
(A/C, No.):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Burlington Insurance Co.

23620

INSURER B: James River Insurance Co.

INSURER C:

INSURER D:

INSURER E:

INSURER F:

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

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		HGL0039548	10/01/14	10/01/15	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ EXCLUDED
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					\$
B	UMBRELLA LIAB		00059523-2	10/01/14	10/01/15	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE					\$
	DED <input checked="" type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

**CERTIFICATE HOLDER**

Iron Horse Mud Ranch  
8999 US Hwy 19 S  
Perry, FL 32348

**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

F.W. MURRAY'S SEPTIC  
P.O. BOX 1328  
PERRY, FLORIDA 32348  
850-672-0103  
January 27, 2015

TO WHOM IT MAY CONCERN:

We propose to provide any and all sanitation needs for Iron Horse Mud Ranch, located on South Highway 19 during the following events March 5-8, 2015. This will include any and all portable toilets and service that is required.

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

Sincerely,  
F.W. Murray  
Owner

(12)

**RESOLUTION**

**IN COMPLIANCE** to the laws of the State of Florida, as per Florida Statute 129.06(b), the undersigned Clerk and Auditor for the Board of County Commissioners of Taylor County, Florida, made and prepared the following budget changes to reflect unanticipated monies for a particular purpose which caused the **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.

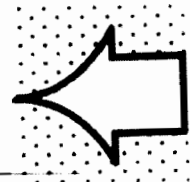
<u>Amount</u>	<u>Account</u>	<u>Account Name</u>
Revenue:		
\$3,628	107-3312012	Vol. Fire Asst.(Federal) Grant
\$3,628	Total Revenue	
Expenditures:		
\$7,256	0196-55201	Vol. Fire Asst. Grant- General Operating Supplies
		Transfer Match Requirement -
\$(3,628)	0192-55201	County Fire-Gen.Op.Supplies
\$3,628	Net Increase in Overall Budget	

**NOW THEREFORE BE IT RESOLVED** by the Board of County Commissioners of Taylor County, Florida, that they do approve as provided by law this resolution this 17th day of February, 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

(New Grant Awarded 2015 FY)



**SIGN  
HERE**

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

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

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

**grants.coordinator@taylorcountygov.com**

## **MEMORANDUM**

**DATE:** January 29, 2015

**TO:** Tammy

**FROM:** Melody

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

*Net Increase Budget  
in General \$3,628  
JF  
1-29-15*

Tammy,

Attached please find documentation of a new grant for the above referenced. The project has a total cost of \$7,256. The grant will be for \$3,628 and there will be a match of \$3,628. Dan Cassel said to let you know the match will be coming out of Account 0192-55201. The budget should be as follows:

Acct. 55201 General Operating Supplies \$7,256.00

Turnout (bunker) Gear including boots, helmets and gloves.

TOTAL BUDGET \$7,256.00

Please let me know if you have any questions or need any additional information.

*Melody*  
**Thanks!**  
**Melody**

MEMORY TRANSMISSION REPORT

TIME : 12-02-2014 10:12  
FAX NO.1 : 850-681-5901  
NAME : Forest Protection

FILE NO. : 957  
DATE : 12.02 10:10  
TO : 918508383501  
DOCUMENT PAGES : 2  
START TIME : 12.02 10:11  
END TIME : 12.02 10:12  
PAGES SENT : 2  
STATUS : OK

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

FLORIDA DEPARTMENT OF  
AGRICULTURE AND CONSUMER  
SERVICES

FLORIDA FOREST  
SERVICE

FOREST PROTECTION  
BUREAU



FAX COVER PAGE

PAGE 1 OF A 2 PAGE TRANSMISSION

TO: Volunteer Fire Assistance Grant Recipient

FROM: Matt Walcott, Fire Resource Manager

PHONE: 850-681-5901

Fax: 850-681-5901

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

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

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

VFA Grants Room 159  
Florida Forest Service  
3125 Center Blvd.  
Tallahassee, FL 32309-1608

The Certificate of Expenditure must be signed and notarized and returned with the Proof-of-Purchase package. Copies of the Certificate of Expenditure can be found on our website at: <http://www.fl-dnr.com/certificates/cert.html>. Please remember that the sooner the proof-of-purchase package is returned, the sooner we can reimburse the 50% match.

## 2013 APPROVED FEDERAL COST SHARE

05 Taylor

### Taylor County Board of Commissioners

	AMOUNT APPROVED	FED COST SHARE (50%)	NUMBER	DESCRIPTION
Chad -	\$9,803	\$4,751.50	9	Radios, 7 Pagers, 8 Microphones, 7 LED Lanterns, 4 Chain Saws
	\$7,288	\$3,622.00	4	PPQ/Full Set of Turnout Gear including Helmet, Boots, Gloves
<b>FIRE DEPT. TOTAL</b>	<b>\$18,769</b>	<b>\$8,373.50</b>		



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to review and approve Notice To Bidders for the construction of the Corporate Hangar Development at Perry Foley Airport. If approved, bids are to be received and opened at the April 6, 2015 meeting at 6:10 pm.

**MEETING DATE REQUESTED:**

February 17, 2015

**Statement of Issue:** Board to review and approve Notice To Bidders for the construction of the Corporate Hangar Development at Perry Foley Airport.

**Recommended Action:** Approve Notice To Bidders

**Fiscal Impact:** The project will be 100% funded with a FDOT Aviation Grant.

**Budgeted Expense: Y/N** This project is included in the budget and is 100% grant funded.

**Submitted By:** Melody Cox

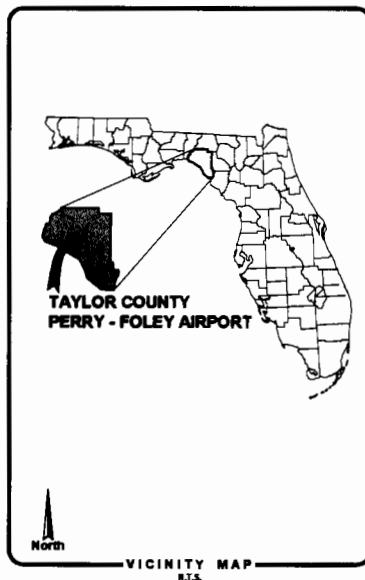
**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** AVCON, Inc. has completed the design and engineering for the Corporate Hangar Development at Perry Foley Airport. AVCON will also provide construction management over site of the project. The County Engineer has reviewed and approved the project. The project has been designed to potentially accommodate a Fixed Based Operator (FBO) should the opportunity arise at the Airport.

**Attachments:** Notice to Bidders and support documents.

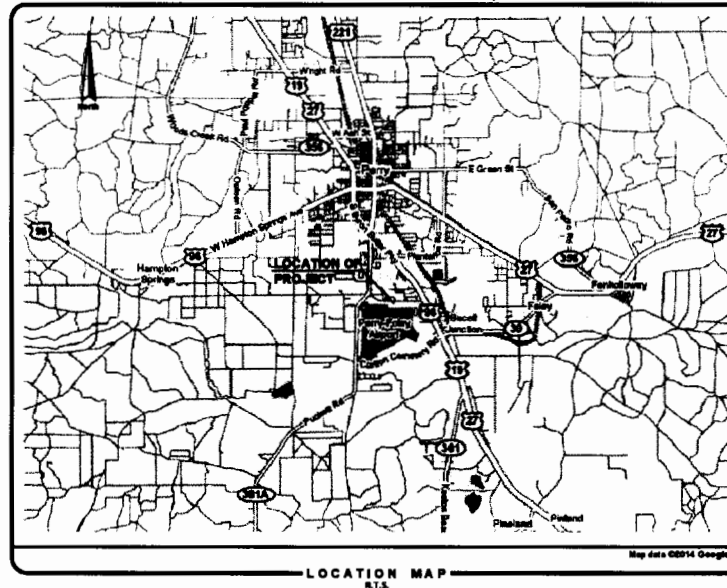
**PERRY-FOLEY AIRPORT, TAYLOR COUNTY, FLORIDA**  
**SECTION 1. TOWNSHIP 5 SOUTH, RANGE 7 EAST**

**OWNER**

**TAYLOR COUNTY BOARD OF  
COUNTY COMMISSIONERS**

<b>PATRICIA PATTERSON , CHAIR</b>	<b>DISTRICT 5</b>
<b>PAM FEAGLE, VICE CHAIR</b>	<b>DISTRICT 4</b>
<b>MALCOLM PAGE</b>	<b>DISTRICT 1</b>
<b>JIM MOODY</b>	<b>DISTRICT 2</b>
<b>JODY DEVANE</b>	<b>DISTRICT 3</b>

**CDUNTY ADMINISTRATOR  
DUSTIN HINKEL**

**AIRPORT ADVISORY COMMITTEE**

**201 EAST GREEN STREET • PERRY, FLORIDA 32347**  
**PHONE: (850) 838-3510 • FAX: (850) 838-3407**

KEN ARNOLD  
DAWN TAYLOR  
JACK TEDDER  
RICHARD DAY  
SCOTT FREDRICK  
GENE CARTER  
WARD KETRING

**AIRPORT MANAGER: BILL ROBERTS**

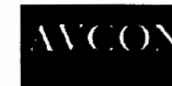
**RELEASE FOR BID**

**DRAWN BY:** J.A.W.  
**CHECKED BY:** J.R.C.  
**APPROVED BY:** V.C.L.  
**DATE:** FEBRUARY 2015  
**PROJECT NO.** 2013.148.02

## REVISIONS

[illegible]

**ENGINEER**



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

**ARCHITECT**



Jason D Floyd, AIA  
(850) 496-2166

## PROFESSIONAL SEALS

**AVOID, INC.**  
380 BAYSHORE DRIVE,  
SUITE A  
MCDEVILLE, FL 32879  
(813) 678-0080  
FAX: (813) 678-0080

FPMR CERTIFICATE OF  
AUTHORIZATION NO. 8887

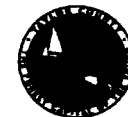
JOHN R. COLLINS P.E.  
FL. LICENSE NO. 75419  
**Civil**

- CONTRACTOR SHALL MAINTAIN AND PROTECT ALL PERMANENT REFERENCE MONUMENTS, PERMANENT CONTROL POINTS, PERMANENT BENCH MARKS AND PROPERTY CORNERS. IN THE EVENT THE CONTRACTOR'S SURVEYING AREAS OR INSTRUMENT STATION LOCATIONS COINCIDE WITH ANY EXISTING LAND SURVEY TO RECTIFY OR REPLACE THEM.
- CONTRACTOR SHALL PROTECT ALL EXISTING LANDSCAPINGS, BEDROCKS, PAVEMENTS, CURBS, AND SOO NOT SPECIFIED FOR REMOVAL. IN THESE PLANS, ANY DAMAGE TO THE EXISTING IMPROVEMENTS SHALL BE RESTORED BY THE CONTRACTOR AT NO COST TO THE OWNER, UNLESS OTHERWISE SPECIFIED HEREIN.
- UNLESS OTHERWISE SPECIFIED, ALL WORK SHALL BE PERFORMED CONSISTENT WITH THE FOLLOWING SPECIFICATIONS: TAYLOR COUNTY, FAA, AND FOOT.
- THIS DESIGN HAS BEEN BASED UPON SURVEY INFORMATION PROVIDED BY CALUSENAUD, HENNT, & WILCOPE, INC. PROJECT NO. 14-0130 DATED 04/17/14. AVONCA INC. MAKES NO WARRANTIES REGARDING THE ACCURACY OF SUCH SURVEY.
- CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE SITE, INCLUDING ALL SURFACE AND SUB-SURFACE CONDITIONS, THE WORK REQUIRED AND ALL OTHER CONDITIONS THAT MAY AFFECT THE SUCCESSFUL COMPLETION OF THE JOB PRIOR TO COMMENCEMENT OF WORK.
- THE CONTRACTOR SHALL OWE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND PERMIT CONDITIONS RELATING ON THE CONDUCT OF THE WORK, AS DRAWN AND SPECIFIED. IF THE CONTRACTOR OBSERVES THAT THE DRAWINGS AND SPECIFICATIONS ARE AT VARIANCE WITH ANY APPLICABLE FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, RULES, REGULATIONS, AND PERMITS, IMMEDIATE CHANGES SHALL BE ADJUSTED, AS PROVIDED IN THE AGREEMENT FOR CHANGES IN THE WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO THE OWNER AND THE ENGINEER FOR THE ACTS AND OMISSIONS OF CONTRACTOR'S EMPLOYEES AND ALL HIS SUBCONTRACTORS AND THEIR AGENTS AND EMPLOYEES AND OTHER PERSONS PERFORMING ANY OF THE WORK UNDER A CONTRACT WITH THE CONTRACTOR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ALL NECESSARY ARRANGEMENTS WITH GOVERNMENTAL DEPARTMENTS, PUBLIC UTILITIES, PUBLIC OWNERS, SERVICE COMPANIES, AND CORPORATIONS OWNING OR CONTROLLING ROADSWAYS, RAILWAYS, WATER, SEWER, GAS, ELECTRICAL, TELEPHONE AND CABLE LINES, AND OTHER SUCH AS PAVED HIGHWAYS, TRUCK, TRAILER, WATER, CABLES, CONDUITS, POLES, GUYS, OR OTHER SIMILAR FACILITIES, INCLUDING INCIDENTAL STRUCTURES CONNECTED THEREWITH THAT ARE ENCOUNTERED IN THE WORK IN ORDER THAT SUCH ITEMS MAY BE PROPERLY SUPPORTED, PROTECTED OR LOCATED.
- UNLESS OTHERWISE SPECIFIED IN THE GENERAL CONDITIONS, ALL CONSTRUCTION IS TO BE COVERED BY THE CONTRACTOR'S PERMITS, INSURANCE PROTECTIONS HEREIN, AND ALL APPLICABLE FEDERAL, STATE AND LOCAL BUILDING AND SAFETY CODES, LAWS AND ORDINANCES.
- PRIOR TO PERFORMING ANY WORK WITHIN ANY PUBLIC RIGHT-OF-WAY, CONTRACTOR SHALL DEVELOP AND IMPLEMENT A TRAFFIC CONTROL PLAN CONSISTENT WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION.
- PRIOR TO PERFORMING ANY WORK WITHIN ANY UTILITY RIGHT-OF-WAY, CONTRACTOR SHALL OBTAIN AUTHORIZATION AND PERMIT FROM JURISDICTION RESPONSIBLE FOR SUCH RIGHT-OF-WAY.
- IN THE EVENT THE CONTRACTOR DISCOVERS ANY ERRORS OR OMISSIONS IN THE PLANS, HE SHALL IMMEDIATELY NOTIFY THE ENGINEER.
- THE OWNER, OWNER'S AGENT OR INSPECTORS OF AFFLIABLE GOVERNMENT JURISDICTIONS, SHALL AT ALL TIMES HAVE ACCESS TO THE WORK WHENEVER AND WHEREVER IT IS IN PREPARATION OR PROGRESS AND THE CONTRACTOR SHALL PROVIDE FACILITIES FOR SUCH ACCESS AND FOR THE PERFORMANCE OF THEIR FUNCTIONS.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO TAKE ALL REASONABLE AND PRUDENT PRECAUTIONS TO ENSURE THAT ALL COMPLETED WORK, MATERIALS AND EQUIPMENT STORED ON SITE ARE SAFE AND SECURED FROM UNAUTHORIZED ACCESS OR USE. SUCH PRECAUTIONS MAY INCLUDE INSTALLATION OF SIGNS, FENCES, OR POSTING OF SECURITY GUARDS.
- CONTRACTOR SHALL, AT ALL TIMES, UTILIZE ALL NORMALLY ACCEPTED AND REASONABLY EXPECTED STANDARD CONSTRUCTION METHODS AND TECHNIQUES TO MEET THE LOCAL, STATE, FEDERAL AND GUIDELINES PERTAINING TO TAPE, UTILITY OF EQUIPMENT OR MATERIALS AS PUBLISHED BY MANUFACTURER.
- PRIOR TO INITIATING ANY EXCAVATION (INCLUDING BUT NOT LIMITED TO TUNNELS, DITCHES, STORAGESTEPS, CANALS) CONTRACTOR SHALL INSTALL FENCES AND TAKE ALL OTHER REASONABLE AND NECESSARY STEPS TO ENSURE THAT ACCESS TO EXCAVATION BY UNAUTHORIZED PERSONNEL IS PREVENTED.
- THE CONTRACTOR SHALL TAKE ALL REASONABLE PRECAUTIONS FOR THE SAFETY OF, AND SHALL PROVIDE ALL REASONABLE PROTECTION TO PREVENT DAMAGE, INJURY OR LOSS TO:
  - 17.1. ALL EMPLOYEES ON THE WORK SITE AND ALL OTHER PERSONS WHO MAY BE AFFECTED THEREBY;
  - 17.2. ALL WORK AND ALL MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, WHETHER IN STORAGE ON OR OFF THE SITE, UNDER THE CARE, CUSTODY OR CONTROL OF THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS;
  - 17.3. ANY DAMAGE OR LOSS TO ANY PROPERTY REFERRED TO IN CLAUSES 17.2 AND 17.3 CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR, A SUBCONTRACTOR, OR BY ANYONE FOR WHOM THEY ARE RESPONSIBLE, INCLUDING BUT NOT LIMITED TO THE USER OF ANY PUBLIC OR PRIVATE ROAD OR OTHER AUTHORITY HAVING JURISDICTION FOR THE SAFETY OF PERSONS OR PROPERTY OR FOR THEIR PROTECTION AGAINST DAMAGE, INJURY OR LOSS, OR DESIGNED TO PROTECT THE ENVIRONMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS AND PROVISIONS OF THE WORK, ALL REASONABLE SAFEGUARDING FOR SAFETY AND PROTECTION, INCLUDING POSTING DANGER SIGNALS AND OTHER WARNINGS AGAINST HAZARDS, PROMINENTLY DISPLAYING SAFETY REGULATIONS AND NOTIFICATION OF THE USER OF CONSTRUCTION.
- CONTRACTOR SHALL MAINTAIN PUBLIC ACCESS ON ALL PUBLIC ROADS AT ALL TIMES.
- THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE SAFETY CODES AND WITH ALL APPLICABLE LOCAL, STATE, FEDERAL AND OTHER LAWS, ORDINANCES, RULES, REGULATIONS, AND PERMITS OF ANY OTHER AUTHORITY HAVING JURISDICTION FOR THE SAFETY OF PERSONS OR PROPERTY OR FOR THEIR PROTECTION AGAINST DAMAGE, INJURY OR LOSS, OR DESIGNED TO PROTECT THE ENVIRONMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS AND PROVISIONS OF THE WORK, ALL REASONABLE SAFEGUARDING FOR SAFETY AND PROTECTION, INCLUDING POSTING DANGER SIGNALS AND OTHER WARNINGS AGAINST HAZARDS, PROMINENTLY DISPLAYING SAFETY REGULATIONS AND NOTIFICATION OF THE USER OF CONSTRUCTION.
- ALL DAMAGE OR LOSS TO ANY PROPERTY REFERRED TO IN CLAUSES 17.2 AND 17.3 CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR, A SUBCONTRACTOR, OR BY ANYONE FOR WHOM THEY ARE RESPONSIBLE, INCLUDING BUT NOT LIMITED TO THE USER OF ANY PUBLIC OR PRIVATE ROAD OR OTHER AUTHORITY HAVING JURISDICTION FOR THE SAFETY OF PERSONS OR PROPERTY OR FOR THEIR PROTECTION AGAINST DAMAGE, INJURY OR LOSS, OR DESIGNED TO PROTECT THE ENVIRONMENT, OR ANYONE EMPLOYED BY THEM, OR FOR WHOM ANY OF THEM MAY BE LIABLE, AND NOT LIMITED TO THE USER OF CONSTRUCTION.

11. UNTIL FINAL ACCEPTANCE OF THE WORK BY OWNER, THE CONTRACTOR SHALL HAVE THE CHARGE AND DARE OF AND SHALL BEAR THE RISK OF INJURY OR DAMAGE, LOSS OR EXPENSE TO ANY PART EXPOSED OR TO ANY MATERIALS STORED ON SITE, BY THE ACTION OF THE ELEMENTS OR FROM ANY OTHER CAUSE WHETHER ARISING FROM THE DISOBLION OR NON-DISOBLION OF THE WORK. THE CONTRACTOR SHALL REBUILD, REPAIR, RESTORE AND MAKE GOOD ALL INJURED OR DAMAGED TO ANY PART OF THE WORK OR TO THE WORK OF THE ABOVE CAUSES BEFORE FINAL ACCEPTANCE AND SHALL BEAR THE EXPENSES THEREOF.
22. THOSE PARTS OF WORK IN PLACE WHICH ARE SUBJECT TO DAMAGE BECAUSE OF OPERATIONS BEING CARRIED ON ADJACENT THERETO SHALL BE COVERED, BOARDER UP OR SUBSTANTIALLY ENCLOSED WITH ADEQUATE PROTECTION BY THE CONTRACTOR AT CONTRACTOR'S EXPENSE.
23. PERMANENT EXPENSES USED AS THROUGH-PAIDERS FOR THE INTRODUCTION OF WORK AND MATERIALS TO THE PROJECT SHALL BE PAID TO THE CITY OF LOS ANGELES AND BORROWED BY THE CONTRACTOR. OWNER RETAINS THE AUTHORITY, BUT ASSUMES NO DUTY, TO ESTABLISH STANDARDS OF PROTECTION, AND TO REVIEW THE EFFICIENCY OF PROTECTIVE MEASURES TAKEN BY THE CONTRACTOR.
24. ADEQUATE TRAFFIC CONTROL, BARRICADES AND FLAGMEN SERVICES SHALL BE FURNISHED AND MAINTAINED BY THE CONTRACTOR AT ALL POINTS WHERE CONVEYING EQUIPMENT ENGAGED ON THE WORK SHALL ENTER OR LEAVE THE PROJECT AREA.
25. THE CONTRACTOR SHALL COMPLY IN EVERY RESPECT WITH THE FEDERAL OCCUPATIONAL HEALTH AND SAFETY ACT OF 1970 AND ALL RULES AND REGULATIONS NOW OR HEREINAFTER IN EFFECT UNDER SAID ACT, AND THE CONTRACTOR FURTHER AGREES TO COMPLY WITH ANY AND ALL APPLICABLE STATE LAWS AND REGULATIONS PERTAINING TO JOB SAFETY AND HEALTH.
26. THE CONTRACTOR SHALL PROTECT AND KEEP OWNER (INCLUDING THEIR AGENTS AND EMPLOYEES) FREE AND HARMLESS FROM ANY AND ALL LIABILITY, PUBLIC OR PRIVATE, PENALTIES, CONTRACTUAL OR OTHERWISE, LOSSES, DAMAGES, COSTS, ATTORNEY'S FEES, EXPENSES, CLAIMS OF ACTION, CLAMS OR JUDGMENTS RESULTING FROM THE FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AS AMENDED OR ANY AND ALL OTHER LAWS, ORDINANCES, RULES, REGULATIONS OR ANY FEDERAL OR STATE SAFETY AND HEALTH LAW OR REGULATION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT. THE CONTRACTOR SHALL HOLD OWNER AND ITS AGENTS AND EMPLOYEES HARMLESS FROM ANY SUCH CLAIMS, PENALTIES, SUITS OR ACTIONS, PUBLIC OR PRIVATE, ADMINISTRATIVE OR JUDICIAL, INCLUDING ATTORNEY'S FEES PAID OR INCURRED BY OR ON BEHALF OF OWNER, JOINTLY, SEVERALLY, OR THEIR OWNERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS. FURTHER, IN THE EVENT OF VIOLATION OF ANY FEDERAL OR STATE SAFETY AND HEALTH LAW OR REGULATION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMMEDIATELY TAKE WHATEVER ACTION IS DEEMED NECESSARY BY OWNER TO REMEDY THE CLAIMED VIOLATION, ANY AND ALL COSTS OR EXPENSES PAID OR INCURRED BY OWNER IN TAKING SUCH ACTION SHALL BE BORNE BY THE CONTRACTOR AND ALL SUCH COSTS OR EXPENSES, INCLUDING HOLD HARMLESS AND INDEMNIFY OWNER AGAINST ANY AND ALL SUCH COSTS OR EXPENSES.
27. ALL WORK PERFORMED UNDER THE CONTRACT, AND ALL EQUIPMENT, APPLIANCES, TOOLS AND LIKE ITEMS USED IN THE WORK SHALL CONFORM TO APPLICABLE SAFETY CODES AND REGULATIONS OF ANY PLURALITY OF FEDERAL, STATE OR LOCAL GOVERNMENT, INCLUDING ALL COMPLIING REQUIREMENTS, THE MOST STRINGENT INTERPRETATION OR REGULATION SHALL GOVERN.
28. THE CONTRACTOR SHALL DEVELOP AND IMPLEMENT AN EROSION CONTROL PLAN TO MINIMIZE EROSION AND ENSURE FUNCTIONINGS OF STORMWATER MANAGEMENT SYSTEM UPON COMPLETION OF CONSTRUCTION.
29. CONTRACTOR AND ITS SUBCONTRACTORS SHALL USE, HANDLE, TRANSPORT, AND DISPOSE OF ALL HAZARDOUS MATERIALS [AS DEFINED PARAGRAPH 30] IN COMPLIANCE WITH ALL PRECEDENT FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, HEALTH OR SAFETY REGULATIONS, OR NOTED TO ANY SUCH STATUTES, REGULATIONS, RULES, ORDINANCES, CODES, AND RULES OF COMMON LAW.
30. CONTRACTOR FURTHER AGREES THAT CONTRACTOR AND ITS SUBCONTRACTORS SHALL NOT CAUSE THE DISCHARGE, RELEASE OR DISPOSAL OF ANY HAZARDOUS MATERIAL CREATED BY ITS WORK ON OR ABOUT THE JOB SITE IN THE EVENT OF AND CONTINUELY RELEASE OR ANY OTHER REPORTABLE OCCURRENCE, CONTRACTOR SHALL NOTIFY THE APPROPRIATE GOVERNMENTAL AGENCY AND SHALL TAKE SUCH ACTION AS MAY BE NECESSARY TO MINIMIZE THE DELTERIOUS EFFECT OF SUCH SPILL OR RELEASE OF HAZARDOUS MATERIAL.
31. CONTRACTOR AND ITS SUBCONTRACTORS SHALL, UPON COMPLETION OF PERFORMANCE OF ALL DUTIES UNDER THIS CONTRACT, REMOVE ALL SUPPLIES, MATERIALS, AND WASTE CONTAINING AND HAZARDOUS MATERIAL FROM THE JOB SITE. CONTRACTOR SHALL BEAR FULL FINANCIAL RESPONSIBILITY, AS BETWEEN THE PARTIES, OF THE COST OF THE COMPLIANCE OF CONTRACTOR AND ITS SUBCONTRACTORS WITH THE PROVISIONS OF THIS PARAGRAPH.
32. CONTRACTOR AGREES TO INDEMNIFY, DEFEND, PROTECT AND HOLD THE OWNER HARMLESS FROM AND AGAINST ANY CLAIMS INCLUDING, WITHOUT LIMITATION, ATION, ATTORNEY'S FEES AND ANY COSTS OF INVESTIGATION, LOSS SETTING, GOVERNMENTAL APPROVALS, REMEDIATION AND CLEAN-UP ARISING OUT OF THIS CONTRACT OR OUT OF THE NEGLIGENCE OF THE CONTRACTOR OR ANY OF ITS AGENTS, EMPLOYEES, OFFICERS, OR REPRESENTATIVES, TO COMPLY WITH THE TERMS OF THIS ARTICLE.
33. SHOULD CONTRACTOR OR ITS SUBCONTRACTORS DISCHARGE, RELEASE OR DISPOSE OF ANY HAZARDOUS MATERIAL IN VIOLATION OF REGULATIONS, CONTRACTOR SHALL IMMEDIATELY SO INFORM OWNER IN WRITING.
34. IN THE EVENT OF ANY SPILL, RELEASE OR ANY OTHER REPORTABLE OCCURRENCE, CONTRACTOR SHALL NOTIFY THE APPROPRIATE GOVERNMENTAL AGENCY AND SHALL TAKE SUCH ACTION AS MAY BE NECESSARY TO MINIMIZE THE DELTERIOUS EFFECT OF SUCH SPILL ON PERSONS OR PROPERTY. IN THE EVENT OF SUCH SPILL, RELEASE OR OCCURRENCE, CONTRACTOR SHALL IMMEDIATELY REMOVE FROM UNDERGROUND STORAGE TANK OR OTHER CONTAINER, OF ANY KIND, THAT MAY CONTAIN A HAZARDOUS MATERIAL AND EROSION CONTROL MEASURES TO PREVENT FURTHER RELEASE OF SUCH MATERIAL. IF CONTRACTOR SHALL IMMEDIATELY STOP WORK IN THE AREA AFFECTED AND REPORT THE CONDITION TO OWNER IN WRITING.
35. IF CONTRACTOR OR ITS SUBCONTRACTORS DO NOT COMPLY WITH FEDERAL AND STATE REQUIREMENTS, OWNER MAY, BUT IS NOT OBLIGATED TO, GIVE WRITTEN NOTICE OF VIOLATION TO CONTRACTOR. SHOULD CONTRACTOR OR ITS SUBCONTRACTORS FAIL TO CORRECT SUCH VIOLATION WITHIN TWENTY-FOUR (24) HOURS FROM THE TIME OWNER ISSUES SUCH WRITTEN NOTICE OF NONCOMPLIANCE OR WITHIN THE TIME OF AN ABANDMENT PERIOD SPECIFIED BY ANY GOVERNMENTAL AGENCY, OWNER WILL BE ENTITLED TO SUSPEND CONTRACTOR FROM THE PROJECT AND TERMINATE THE CONTRACT.

36. "HAZARDOUS MATERIAL" MEANS ANY SUBSTANCE (A) THE PRESENCE OF WHICH REQUIRES INVESTIGATION OR REMEDIATION UNDER ANY PRESENT FEDERAL, STATE OR LOCAL STATUTE, REGULATION, ORDINANCE, RULE, CODE, ORDER, ACTION, POLICY OR COMMON LAW; OR (B) WHICH IS OR BECOMES DESIGNATED A "HAZARDOUS MATERIAL," "HAZARDOUS SUBSTANCE," "POLLUTANT" OR CONTAMINANT UNDER ANY PRESENT FEDERAL, STATE OR LOCAL STATUTE, REGULATION, RULE OR ORDINANCE OR AMENDMENTS THEREOF INCLUDING, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND ACT (42 U.S.C. SECTIONS 9601 ET SEQ.) AND/OR FOR THE RESOURCE CONSERVATION AND RECOVERY ACT (42 U.S.C. SECTIONS 8601 ET SEQ.), OR (C) WHICH IS TOXIC, EXPLOSIVE, CORROSIVE, FLAMMABLE, INFECTIOUS, RADIOACTIVE, CARCINOGENIC, MUTAGENIC, OR OTHERWISE HARMFUL TO HUMAN BEINGS OR TO THE ENVIRONMENT; OR (D) WHICH IS A POLLUTANT, CONTAMINANT, COMBUSTION, BARGE, AGENCY OR INSTRUMENTALITY OF THE UNITED STATES, THE STATE, IN WHICH THE PREMISES ARE LOCATED OR ANY POLITICAL SUBDIVISION THEREOF; OR (E) THE PRESENCE OF WHICH COULD BECOME A HAZARD TO HUMAN BEINGS OR TO THE ENVIRONMENT OR COULD BECOME A HAZARD TO ADJACENT PROPERTIES OR POSES OR THREATENS TO POSE A HAZARD TO THE HEALTH OR SAFETY OF PERSONS OR OR ABOUT THE PREMISES; OR (F) WHICH CONTAINS GASOLINE, DIESEL FUEL OR OTHER PETROLEUM HYDROCARBONS (WHICH COULD BECOME A HAZARD TO HUMAN BEINGS OR TO THE ENVIRONMENT); OR (G) WHICH COULD BECOME A HAZARD TO HUMAN BEINGS OR TO THE ENVIRONMENT; OR (H) WHICH COULD BECOME A HAZARD TO HUMAN BEINGS OR TO THE ENVIRONMENT; OR (I) WHICH COULD BECOME A HAZARD TO HUMAN BEINGS OR TO THE ENVIRONMENT; OR (J) WHICH COULD BECOME A HAZARD TO HUMAN BEINGS OR TO THE ENVIRONMENT; OR (K) WHICH COULD BECOME A HAZARD TO HUMAN BEINGS OR TO THE ENVIRONMENT; OR (L) WHICH COULD BECOME A HAZARD TO HUMAN BEINGS OR TO THE ENVIRONMENT; OR (M) WHICH COULD BECOME A HAZARD TO HUMAN BEINGS OR TO THE ENVIRONMENT; OR (N) WHICH COULD BECOME A HAZARD TO HUMAN BEINGS OR TO THE ENVIRONMENT; OR (O) WHICH COULD BECOME A HAZARD TO HUMAN BEINGS OR TO THE ENVIRONMENT; OR (P) WHICH COULD BECOME A HAZARD TO HUMAN BEINGS OR TO THE ENVIRONMENT; OR (Q) WHICH COULD BECOME A HAZARD TO HUMAN BEINGS OR TO THE ENVIRONMENT; OR (R) WHICH COULD BECOME A HAZARD TO HUMAN BEINGS OR TO THE ENVIRONMENT; OR (S) WHICH COULD BECOME A HAZARD TO HUMAN BEINGS OR TO THE ENVIRONMENT; OR (T) WHICH COULD BECOME A HAZARD TO HUMAN BEINGS OR TO THE ENVIRONMENT; OR (U) WHICH COULD BECOME A HAZARD TO HUMAN BEINGS OR TO THE ENVIRONMENT; OR (V) WHICH COULD BECOME A HAZARD TO HUMAN BEINGS OR TO THE ENVIRONMENT; OR (W) WHICH COULD BECOME A HAZARD TO HUMAN BEINGS OR TO THE ENVIRONMENT; OR (X) WHICH COULD BECOME A HAZARD TO HUMAN BEINGS OR TO THE ENVIRONMENT; OR (Y) WHICH COULD BECOME A HAZARD TO HUMAN BEINGS OR TO THE ENVIRONMENT; OR (Z) WHICH COULD BECOME A HAZARD TO HUMAN BEINGS OR TO THE ENVIRONMENT.
37. THE EXISTING UTILITIES SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UTILITIES AS TO SIZE, LOCATION, AND ELEVATION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY AND ALL CONFLICTS PRIOR TO BEGINNING CONSTRUCTION.
38. IF ANY TESTING, INSPECTION OR APPROVAL REVEAL DEFECTIVE WORK, CONTRACTOR SHALL NOT BE ALLOWED TO RECOVER THEREFOR. CONTRACTOR SHALL BE OBLIGED TO DEDUCT FROM THE CONTRACT PRICE, BY ISSUING A CHANGE ORDER, OWNER'S COSTS ARISING OUT OF THE DEFECTIVE WORK, INCLUDING COSTS OF REPEATED PROCEDURES, COMPENSATION FOR ENGINEER'S AND DESIGN ENGINEER'S SERVICES AND OTHER RELATED COSTS.
39. TYPE AND HEIGHT (NOT-TO-EXCEED) OF CONSTRUCTION EQUIPMENT:
- TRUCKS (DUMP, FLATBED, PINKEL, PLOW, CONCRETE) - 16 FEET  
FRONT END LOADERS - 16 FEET  
DOZERS - 15 FEET  
CRANES - 25 FEET  
ROLLERS AND COMPACTORS - 16 FEET
- \*NOTE - CONSTRUCTION EQUIPMENT LOCATIONS SHALL NOT VIOLATE RUNWAY 7 TO 1 TRANSVERSAL SURFACES AND RUNWAY APPROACH ZONE HEIGHT LIMITATIONS EXCEPT UNDER SPECIAL CIRCUMSTANCES.

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C2	EXISTING CONDITIONS & DEMOLITION PLAN
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C6	PAVEMENT JOINT DETAILS
C7	MISCELLANEOUS DETAILS
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P1.02	PLUMBING PLANS



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**FBI/FIA CERTIFICATE OF**

**PERRY - FOLEY AIRPORT**

## CORPORATE HANGAR DEVELOPMENT

## INDEX OF DRAWINGS AND GENERAL NOTES

**ATTENTION**

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[illegible]

**RELEASE FOR BID**

DESIGNED BY: J.R.C.  
DRAWN BY: J.A.W.  
CHECKED BY: J.R.C.  
APPROVED BY: V.C.L.  
DATE: FEBRUARY 2018

AYCON PRO-JECT NO 2013.148.02

**SHEET NUMBER**

## G2

### BASE BID: CORPORATE HANGAR DEVELOPMENT

BID ITEM	ITEM DESCRIPTION	UNIT	BID	FINAL QUANTITY
101-1	MOBILIZATION	LS	1	
102-1	MAINTENANCE OF TRAFFIC	LS	1	
104-1	PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	
110-1	MISCELLANEOUS DEMOLITION	LS	1	
110-2	STRIPPING AND STOCKPILING	LS	1	
110-3	CLEARING AND GRUBBING	LS	1	
120-1	EXCAVATION AND EMBANKMENT	LS	1	
120-2	SUBGRADE PREPARATION	SY	105	
204-1	GRADED AGGREGATE BASE (8")	SY	95	
346-1	PCC PAVEMENT, 6"	SY	85	
430-1	12" ADS PIPE	LF	220	
430-2	8" ADS PIPE	LF	20	
430-3	12" MITERED END SECTION	EA	1	
522-1	5' WIDE CONCRETE SIDEWALKS	SY	20	
530-1	RIPRAP (RUBBLE); (18" DEPTH)	SY	15	
981-1	SODDING, BERMUDA	SY	2,800	
02730-1	4" SANITARY SEWER PIPING AND OIL/WATER SEPARATOR	LS	1	
F-182-1	7' HIGH CHAIN-LINK FENCE W/ADDITIONAL 1' BARBED WIRE ATTACHMENT	LF	80	
F-182-2	4' PEDESTRIAN GATE WITH CYPHER LOCK, COMPLETE	EA	1	
SP-8-1	DUKE ENERGY ALLOWANCE	AL	1	
SP-9-1	CONCRETE SPILLWAY	LS	1	
H-1	HANGAR BUILDING, COMPLETE	LS	1	

### ADDITIVE ALTERNATE NO.1: HANGAR RESTROOM AND ASSOCIATED IMPROVEMENTS

BID ITEM	ITEM DESCRIPTION	UNIT	BID	FINAL QUANTITY
101-1	MOBILIZATION	LS	1	
104-1	PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	
02660-1	1" WATER SERVICE LATERAL WITH WATER METER AND RP2	LS	1	
02660-2	FDOT 556 DIRECTIONAL DRILL	EA	2	
02730-2	4" SANITARY SEWER PIPING FROM RESTROOM TO GRINDER PUMP STATION	LS	1	
02730-3	E-ONE GRINDER PUMP STATION, SIMPLEX, ALARM SYSTEM, WIRELESS	LS	1	
02730-4	1.25" HDPE SANITARY FORCE MAIN	LF	1,000	
02730-5	4" SANITARY SEWER ADJUSTMENTS	LS	1	
H-2	HANGAR RESTROOMS, COMPLETE	LS	1	

#### NOTE:

- PAY ITEM 02730-5, 4" SANITARY SEWER ADJUSTMENTS SHALL INCLUDE PAYMENT FOR ADJUSTMENTS TO 4" SANITARY SEWER, CLEAN-OUT, WYE CONNECTION, 4" SANITARY FROM RESTROOM TO GRINDER PUMP AND CREDIT FOR ELIMINATED OIL/WATER SEPARATOR POND.



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100% CERTIFICATE OF AUTHORIZATION NO. 007

#### PERRY - FOLEY AIRPORT

#### CORPORATE HANGAR DEVELOPMENT

#### SUMMARY OF QUANTITIES

#### ATTENTION:

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#### REVISIONS:

NO.	DATE	BY	DESCRIPTION

#### RELEASE FOR BID

DESIGNED BY: J.R.C.  
DRAWN BY: J.A.W.  
CHECKED BY: J.R.C.  
APPROVED BY: V.C.L.  
DATE: FEBRUARY 2016

AVCON PROJECT NO. 2013.148.02

SHEET NUMBER

G3

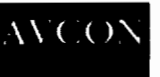
## SAFETY NOTES:

- AIRPORT OPERATIONS** - THE CONTRACTOR SHALL APPOINT SAFETY OFFICERS IN ACCORDANCE WITH THE PROJECT MANUAL. THE CONTRACTOR SHALL ALSO ACQUAINT ALL SUPERVISORS AND EMPLOYEES WITH THE ACTIVITIES OF THE PERRY-FOLEY AIRPORT AND OPERATIONS THAT ARE INCIDENT AT THIS ACTIVE AIRPORT AND SHALL CONDUCT CONSTRUCTION ACTIVITIES TO CONFORM TO ALL ROUTINE AND EMERGENCY AIR TRAFFIC REQUIREMENTS AND GUIDELINES ON SAFETY SPECIFIED IN THE PROJECT MANUAL AND AS SPECIFIED BY THE FIELD REPRESENTATIVE AND THE FAA.
- VEHICLE IDENTIFICATION** - ALL CONTRACTOR VEHICLES THAT ARE AUTHORIZED TO OPERATE ON THE AIRPORT SHALL DISPLAY IN FULL VIEW ABOVE THE VEHICLE A 3' X 3' OR LARGER ORANGE AND WHITE CHECKERED FLAG, EACH CHECK BEING 1' SQUARE. COMPANY DECALS WITH NOT LESS THAN 4" LETTERS MAY BE SUBSTITUTED FOR FLAG ON SUPERVISORY VEHICLES AND LIGHT TRUCKS. ALL VEHICLES OPERATING IN THE ACTIVE AIRPORT OPERATIONS AREA (AOA) DURING THE HOURS OF DARKNESS SHALL BE EQUIPPED WITH A FLASHING YELLOW CODE - TYPE LIGHT MOUNTED ON TOP OF THE VEHICLE AND OF SUCH INTENSITY TO CONFORM TO LOCAL CODES FOR MAINTENANCE AND EMERGENCY VEHICLES.
- GROUND CONTROL** - NO CONTRACTOR VEHICLES OR EQUIPMENT SHALL ACCESS OR CROSS ACTIVE RUNWAYS, TAXIWAYS, OBJECT FREE AREAS AND APPROACH CLEAR ZONES. ACCESS ONTO THE EXISTING AIRPORT SHALL BE LIMITED TO THE NORTHERNMOST 40 FT OF THE AIRPORT RUNWAY. CONTRACTOR SHALL YIELD RIGHT-OF-WAY TO AIRCRAFT AT ALL TIMES.
- WORK REQUIREMENT CLOSURE** SHALL BE PERFORMED IN ACCORDANCE WITH THE SAFETY PLANS AND THE PROJECT MANUAL. NO RUNWAY, TAXIWAY, APRON OR AIRPORT ROADWAY SHALL BE CLOSED WITHOUT APPROVAL OF AIRPORT MANAGEMENT. TO ENABLE NECESSARY NOTICE TO AIRMEN (NOTICES) OR ADVISORIES TO AIRPORT SERVICES OR TOWNS, A MINIMUM OF SEVENTY-TWO (72) HOURS WRITTEN NOTICE OF REQUESTED CLOSURE SHALL BE DIRECTED TO THE OWNER, WHO WILL COORDINATE THE REQUEST WITH FAA AND AIRPORT OPERATIONS.
- OPEN TRENCHES** - ANY CONSTRUCTION ABOVE 3" OR OPEN TRENCHES IN EXCESS OF 3" WITHIN 100' OF ACTIVE RUNWAY CENTERLINE OR WITHIN 50' OF ACTIVE TAXIWAY CENTERLINE WILL REQUIRE CLOSURE OF THE AFFECTED RUNWAY OR TAXIWAY, UNLESS OTHERWISE APPROVED BY THE OWNER. (SEE NOTE 4 ABOVE). ALL TRENCHING MUST BE CONSTRUCTED TO MEET ALL FEDERAL, STATE (FLORIDA TRAFFIC SAFETY ACT) AND LOCAL LAWS (INCLUDES OSHA STANDARDS).
- TRENCH MARKING** - OPEN TRENCHES AND EXCAVATIONS LOCATED WITHIN 200' FROM AN ACTIVE TAXIWAY CENTERLINE SHALL BE PROMINENTLY MARKED WITH FLAGS AND LIGHTED BY APPROVED LIGHT UNITS (FLARE POTS NOT ALLOWED) DURING HOURS OF RESTRICTED VISIBILITY AND DARKNESS. THE CONTRACTOR WILL ENSURE THAT ALL EXPOSED DEEPS ON-CALL TWENTY-FOUR (24) HOURS PER DAY FOR EMERGENCY MAINTENANCE OF HAZARD LIGHTING AND BARRICADES. NO OPEN TRENCHES ARE PERMITTED ADJACENT TO ACTIVE AOA, UNLESS APPROVED BY AIRPORT OPERATIONS. THESE TRENCHES WILL BE BACKFILLED WHEN THE CONTRACTOR IS NOT PERFORMING CONSTRUCTION IN THESE TRENCHES. DITCHES OR EXCAVATIONS PERMITTED TO REMAIN OPEN SHALL BE COMPLETELY ENCLOSED WITH AIRPORT-TYPE BARRICADES AND PROPERLY LIGHTED. INDIVIDUAL FLAGS AND/OR LIGHTS WILL NOT BE PERMITTED AROUND OPEN TRENCHES/EXCAVATIONS DURING NIGHTTIME HOURS.
- OPEN FLAME** - OPEN FLAME, WELDING OR TORCH-CUTTING OPERATIONS ARE PROHIBITED UNLESS ADEQUATE FIRE AND SAFETY PRECAUTIONS HAVE BEEN TAKEN AND THE PROCEDURE APPROVED BY AIRPORT OPERATIONS.
- STOCKPILE EROSION AND DUST CONTROL** - STOCKPILED MATERIAL AND OPEN EXCAVATIONS SHALL BE TREATED IN SUCH A MANNER AS TO PREVENT MOVEMENT RESULTING FROM AIRCRAFT BLAST OR WIND CONDITIONS IN EXCESS OF 10 KNOTS. STOCKPILED MATERIALS SHALL NOT BE PERMITTED WITHIN 200' OF AN ACTIVE RUNWAY CENTERLINE OR 50' FROM AN ACTIVE TAXIWAY CENTERLINE.
- DEBRIS CONTROL** - DEBRIS, WASTE AND LOOSE MATERIAL SHALL NOT BE ALLOWED ON ACTIVE AIRCRAFT MOVEMENT AREAS OR APRONS. IF OBSERVED TO BE ON ACTIVE AIRCRAFT MOVEMENT AREAS OR APRONS, THE MATERIAL WILL BE REMOVED IMMEDIATELY BY THE CONTRACTOR. THE FIELD REPRESENTATIVE MAY DIRECT THAT DEBRIS PROBLEMS DURING CONSTRUCTION NOT CORRECTED BY THE CONTRACTOR BE CORRECTED BY OTHERS AT THE EXPENSE OF CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE TO KEEP THE PAVEMENTS ADJACENT TO THE WORK AREA CLEAR OF DEBRIS AND POO AT ALL TIMES.
- INSPECTION BY OPERATIONS** - PRIOR TO OPENING FOR AIRCRAFT USE AND THE DEPARTURE OF THE CONTRACTOR'S WORK CREWS, THE FIELD REPRESENTATIVE WILL ADVISE FOR INSPECTION BY AIRPORT OPERATIONS OF ANY RUNWAY, TAXIWAY SAFETY AREA, OR APRON THAT HAS BEEN CLOSED FOR WORK, OR THAT HAS BEEN USED FOR A CROSSING POINT OR PAUL, REDUCE BY THE CONTRACTOR. THESE AREAS MUST COMPLY WITH THE SAFETY REQUIREMENTS DEFINED BY FEDERAL AVIATION REGULATIONS PART 139 AND INTERPRETED BY THE DESIGNATED OPERATIONS INSPECTOR BEFORE PERMISSION FOR THE CONTRACTOR'S WORK CREWS TO DEPART WILL BE GRANTED.
- NO SMOKING** SHALL BE ALLOWED WITHIN THE AOA.
- DESIGNATED AIRPORT REPRESENTATIVE** SHALL HAVE THE AUTHORITY TO DISCONTINUE CONSTRUCTION OPERATIONS AT ANY TIME, FOR ANY REASON. THE AIRPORT REPRESENTATIVE CAN REQUIRE THE CONTRACTOR TO LEAVE THE AIRSIDE AOA AND/OR AIRPORT PROPERTY AND EVACUATE THE WORK AREA WITHIN THIRTY (30) MINUTES AFTER RECEIVING NOTICE.
- ALL BARRICADE LIGHTING, TEMPORARY BRIDGES AND COVERS** SHALL BE VERIFIED BY THE CONTRACTOR FOR PROPER OPERATION AT THE END OF EACH DAY BEFORE THE CONTRACTOR CEASES OPERATION. THE INTENSITY OF THE LIGHTS AND THE SPACING FOR BARRICADES SHALL BE ADEQUATE TO DELINEATE THE HAZARDOUS AREA WITHOUT AMBIGUITY. NO MORE THAN 10% OF THE LIGHTS FOR BARRICADES SHALL BE INOPERABLE AT ANY TIME, AND AT NO TIME SHALL TWO (2) CONSECUTIVE LIGHTS BE INOPERABLE. THE CONTRACTOR SHALL IMMEDIATELY REPLACE ANY BARRICADES, LIGHTS OR FLAG WHICH IN THE OPINION OF THE FIELD REPRESENTATIVE OR AIRPORT OPERATIONS ARE NOT ADEQUATE.

- SAFETY GUIDELINES** - IN THE INTEREST OF SAFETY, THE CONTRACTOR IS ALSO DIRECTED TO ACQUAINT HIS/HER EMPLOYEES WITH THE PROVISIONS OF THE FOLLOWING FEDERAL AVIATION ADMINISTRATION ADVISORY CIRCULARS:
  - 150/5370-2F - OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION
  - 150/8210-8D - PAINTING, MARKING AND LIGHTING OF VEHICLES USED ON AN AIRPORT
  - 150/8300-19C - AIRPORT SAFETY SELF-INSPECTION
  - 150/8340-1L - STANDARDS FOR AIRPORT MARKINGS
- ORDER BW 8200.3B** - SAFETY REQUIREMENTS ON AIRPORTS DURING AGENCY FUNDED CONSTRUCTION ACTIVITY
- AFTER COMPLETION OF WORK**, THE CONTRACTOR SHALL RE-STRIPE ALL/ANY EXISTING RUNWAY, TAXIWAY, APRON OR ROAD MARKINGS WHICH WERE TEMPORARILY REMOVED FOR CONSTRUCTION OR DAMAGED DURING CONSTRUCTION, MATCHING ORIGINAL CONDITION.
- CONTRACTOR SHALL RELOCATE AND RESTORE** AFTER COMPLETION OF CONSTRUCTION, ANY TAXIWAY CENTER LIGHTS, EDGE LIGHTS, OR GUIDANCE SIGNS THAT MAY EXIST WITHIN THE CONSTRUCTION AREA. IF REMOVED OR RELOCATED, CONTRACTOR SHALL PROVIDE "JUMPER CABLES" TO KEEP ELECTRICAL CIRCUITS IN OPERATION.
- CONTRACTOR SHALL REMOVE ALL EQUIPMENT FROM OBJECT FREE AREAS DURING HOURS OF AIRCRAFT OPERATIONS.**
- CONTRACTOR SHALL COORDINATE WITH THE OWNER AND DESIGNATED AIRPORT REPRESENTATIVES** FOR THE RESUME OF NOTICES BEFORE CONSTRUCTION BEGINS. PRIOR TO THE END OF THE WORK SHIFT, THE CONTRACTOR SHALL REMOVE ALL EQUIPMENT, MATERIALS AND STOCK PILES FROM THE CONSTRUCTION AREA, AND SHALL SWEEP THE AREA FOR ALL LOOSE PARTICLES THAT MAY BE INSERTED BY JET ENGINES.
- ALL EQUIPMENT, MATERIAL AND CONSTRUCTION PERSONNEL** SHALL BE KEPT AT LEAST 250' FROM CENTERLINE OF ACTIVE RUNWAY, 50' FROM AN ACTIVE TAXIWAY AT ALL TIMES.
- CONTRACTOR IS REQUIRED TO MONITOR RADIO COMMUNICATIONS** AT ALL TIMES. CTA (COMMON TRAFFIC ADVISORY FREQUENCY) & UNICOM FREQUENCY, 123.8 MHz.
- NO EQUIPMENT OR MATERIALS** SHALL EXCEED A HEIGHT OF 25 FT WITHOUT PRIOR APPROVAL FROM ENGINEER.
- THIS AIRPORT DOES NOT HAVE AN AIR TRAFFIC CONTROL TOWER.**

## SECURITY NOTES:

- GENERAL** - THE CONTRACTOR SHALL COMPLY WITH ALL SECURITY REQUIREMENTS SPECIFIED IN THE CONTRACT MANUAL. THE CONTRACTOR SHALL DESIGNATE IN WRITING TO THE FIELD REPRESENTATIVE, THE NAME OF THE CONTRACTOR SECURITY OFFICER. THE CONTRACTOR SECURITY OFFICER SHALL REPRESENT THE CONTRACTOR ON THE SECURITY REQUIREMENTS OF THE CONTRACT.
- CONSTRUCTION SECURITY COMMITTEE** - A COMMITTEE SHALL BE ESTABLISHED CONCURRENT WITH THE LIFE OF THIS CONTRACT TO MONITOR AND COORDINATE SECURITY PROVISIONS, ADOPT NEW SECURITY PROVISIONS IF REQUIRED AND REVIEW AND APPROVE ALL MATTERS OF AIRPORT SECURITY RELATING TO THIS CONTRACT. MEETINGS SHALL BE SCHEDULED BY THE FIELD REPRESENTATIVE. COMMITTEE MEMBERSHIP SHALL INCLUDE THE CONTRACTOR SECURITY OFFICER, FIELD REPRESENTATIVE AND AIRPORT OPERATIONS.
- CONTRACTOR PERSONNEL SECURITY ORIENTATION** - THE CONTRACTOR SECURITY OFFICER SHALL BE RESPONSIBLE FOR BRIEFING ALL CONTRACTOR PERSONNEL ON THESE REQUIREMENTS AND, FROM TIME TO TIME, OTHER SECURITY PROVISIONS ADOPTED BY THE CONSTRUCTION SECURITY COMMITTEE. ALL NEW CONTRACTOR EMPLOYEES SHALL BE BRIEFED ON THESE REQUIREMENTS PRIOR TO WORKING IN THE CONSTRUCTION AREA.
- ACCESS TO THE SITE** - CONTRACTOR'S ACCESS TO THE SITE SHALL BE AS SHOWN ON THE PLANS OR AS DIRECTED BY THE FIELD REPRESENTATIVE. THE CONTRACTOR SHALL NOT PERMIT ANY UNAUTHORIZED PERSONNEL OR TRAFFIC ON THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL TO AND FROM THE VARIOUS CONSTRUCTION AREAS ON THE SITE. THE CONTRACTOR IS RESPONSIBLE FOR THE IMMEDIATE CLEANUP OF ANY DEBRIS DEPOSITED ALONG ANY ACCESS ROAD AS A RESULT OF THE CONSTRUCTION TRAFFIC. DIRECTIONAL SIGNING AT THE ACCESS SITE AND ALONG THE DELIVERY ROUTE TO THE STORAGE AREA OR WORK SITE SHALL NOT BE PERMITTED.
- MATERIALS DELIVERY TO THE SITE** - ALL CONTRACTOR'S MATERIAL ORDERS FOR DELIVERY TO THE SITE WILL USE THE ACCESS POINT AT THE CONTRACTOR'S STAGING AREA AS A DELIVERY ADDRESS AT THE AIRPORT. ALL ASSOCIATED COSTS SHALL BE INCIDENTAL TO VARIOUS OTHER BID ITEMS.
- CONSTRUCTION AREA LIMITS** - THE LIMITS OF CONSTRUCTION, MATERIAL STORAGE AREAS, EQUIPMENT STORAGE AREA, PARKING AREA AND OTHER AREAS REQUIRED FOR THE CONTRACTOR'S EXCLUSIVE USE DURING CONSTRUCTION SHALL BE MARKED BY THE CONTRACTOR AND APPROVED BY THE FIELD REPRESENTATIVE. THE CONTRACTOR SHALL DIRECT AND MAINTAIN SUITABLE PENDING, STORAGE AND MARKING DEVICES VISIBLE FOR BOTH DAY/NIGHT USE TO DELINEATE THE PERIMETER OF ALL SUCH AREAS.
- VEHICLE IDENTIFICATION** - THE CONTRACTOR, THROUGH THE CONTRACTOR SECURITY OFFICER, SHALL ESTABLISH AND MAINTAIN A LIST OF CONTRACTOR AND SUBCONTRACTOR VEHICLES AUTHORIZED TO OPERATE ON THE SITE. THE CONTRACTOR SECURITY OFFICER WILL REQUIRE EACH VEHICLE TO DISPLAY A LARGE COMPANY SIGN (WITH NOT LESS THAN 4" LETTERING) ON BOTH SIDES OF THE VEHICLE. THE CONTRACTOR SHALL PROVIDE A CURRENT LISTING OF VEHICLES AND COMPANIES AUTHORIZED TO ENTER AND CONDUCT WORK ON THE AIRPORT TO THE FIELD REPRESENTATIVE. CONTRACTOR'S EMPLOYEE PERSONAL VEHICLES SHALL BE RESTRICTED TO THE CONTRACTOR'S STAGING AREA OR CONTRACTOR'S EMPLOYEE PARKING AREA AND ARE NOT ALLOWED ON THE AIRFIELD AT ANY TIME.
- OPERATIONS OF VEHICLES** MUST POSSESS A VALID DRIVER'S LICENSE, FOR THE VEHICLE BEING OPERATED. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EMPLOYEES DRIVING WITHIN THE AOA, AND SHALL LIMIT EMPLOYEE ACCESS TO RUNWAY AND TAXIWAY OBJECT FREE AREAS TO THOSE WHOSE FUNCTIONS ARE ABSOLUTELY NECESSARY. DRIVERS SHALL MONITOR PERRY-FOLEY AIRPORT UNICOM FREQUENCY AT ALL TIMES WHEN DRIVING WITHIN ANY RUNWAY OR TAXIWAY OBJECT FREE AREA, AND SHALL BE PREPARED TO LEAVE THE AREA IMMEDIATELY IF NECESSARY.
- ALL ACCESS GATES** SHALL REMAIN LOCKED OR MONITORED AT ALL TIMES. THE COST OF PROVIDING FLAGGER AND SECURITY GUARD, IF NEEDED, SHALL BE INCIDENTAL AND INCLUDED IN THE VARIOUS CONTRACT ITEMS.



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## PERRY - FOLEY AIRPORT

## CORPORATE HANGAR DEVELOPMENT

## SAFETY AND SECURITY NOTES

### ATTENTION:

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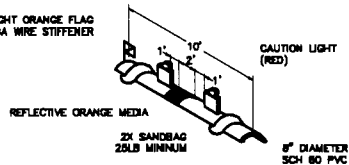
DESIGNED BY: J.R.C.  
DRAWN BY: J.A.W.  
CHECKED BY: J.R.C.  
APPROVED BY: V.C.L.  
DATE: FEBRUARY 2018

AVCON PROJECT NO. 2013.148.02

## SHEET NUMBER

G4

12"x12" BRIGHT ORANGE FLAG  
PROVIDE 12 GA WIRE STIFFENER



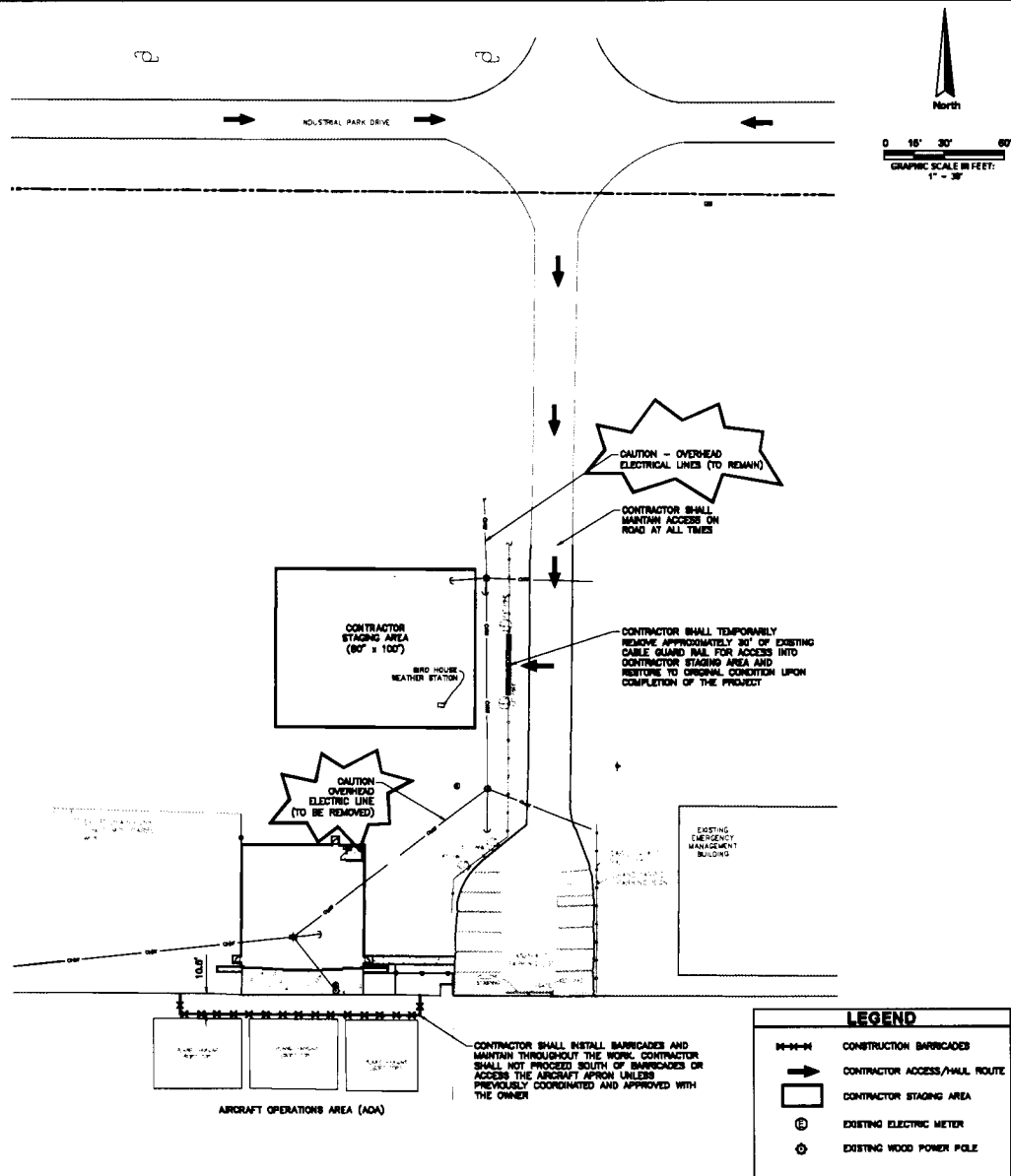
CAUTION LIGHTS TO BE RED IN COLOR AND FLASHING DURING HOURS OF DARKNESS OR REDUCED VISIBILITY. UNITS TO BE PLACED ADJACENT TO EACH OTHER. ALTERNATE TYPES OF BARRICADES MAY BE APPROVED ON A CASE BY CASE BASIS. PAYMENT FOR BARRICADES SHALL BE INCIDENTAL TO PAY ITEM 102-1.

#### CONSTRUCTION BARRICADE DETAIL

N.T.S.

#### NOTES:

1. IN THE EVENT TEMPORARY HALL ROUTES ARE REQUIRED, THE CONTRACTOR SHALL CONSTRUCT HALL ROUTES CAPABLE OF ADEQUATELY SUPPORTING HAULING UNITS. WHEN A HAULING ROUTE IS NO LONGER NEEDED, THE AREA (INCLUDING ALL NEW PAVEMENT DAMAGED FROM HALL ROUTE CROSSINGS) SHALL BE RESTORED TO ITS ORIGINAL OR PROPOSED CONDITION. NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK. THE LOCATION OF HALL ROUTES ON THE AIRPORT SITE SHALL BE AS SPECIFIED ON THE PLANS OR AS APPROVED BY THE ENGINEER AND/OR OWNER. FENCING, DRAINAGE, GRADING, AND OTHER MISCELLANEOUS CONSTRUCTION REQUIRED TO CONSTRUCT TEMPORARY HALL ROUTES OR ACCESS POINTS ON THE AIRPORT WILL BE THE CONTRACTOR'S TOTAL RESPONSIBILITY AND SHALL BE APPROVED BY THE AIRPORT PRIOR TO WORK.
2. CONTRACTOR SHALL RESTORE CONTRACTOR STAGING AREA TO ITS ORIGINAL OR PROPOSED CONDITION.
3. BARRICADES TO BE PLACED ALONG THE LIMITS OF THE WORK, AS SHOWN IN THESE PLANS. BARRICADES SHALL BE CONTINUOUS (NO SPACES).
4. BARRICADE SECTIONS SHALL BE WHITE WITH ORANGE REFLECTIVE MEDIA. ALL INCIDENTAL CONNECTORS, SPACERS, SPLICE PLATES, ETC. SHALL BE PAINTED WHITE.
5. ALL BARRICADES SHALL BE CHECKED VISUALLY FOR SIGNS OF WEAR AND TEAR ON A WEEKLY BASIS AND SHALL BE REPAINTED WHEN DEEMED APPROPRIATE BY THE ENGINEER. THE CONDITIONS OF LIGHTING UNITS SHALL BE CHECKED DAILY. ALL LIGHT FIXTURES SHALL BE VERIFIED OPERATING BY THE CONTRACTOR ON A DAILY BASIS BEFORE THE CONTRACTOR CEASES OPERATION FOR THE DAY.
6. ALL BARRICADES SHALL BE MOVED AT LEAST ONCE EACH WEEK AND THE CONTRACTOR SHALL SWEEP THE DEBRIS WHICH HAS ACCUMULATED AND REMOVE FROM THE SITE. THE BARRICADES SHALL THEN BE REPLACED AT THE APPROPRIATE LOCATION.
7. THE CONTRACTOR SHALL INSTALL, MAINTAIN AND REMOVE BARRICADES.
8. REFER TO SHEET AND G4 FOR ADDITIONAL INFORMATION ON SAFETY AND SECURITY NOTES.



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FORM: CERTIFICATE OF AUTHORIZATION NO. 0007

#### PERRY - FOLEY AIRPORT

#### CORPORATE HANGAR DEVELOPMENT

#### SAFETY DURING CONSTRUCTION PLAN

#### ATTENTION

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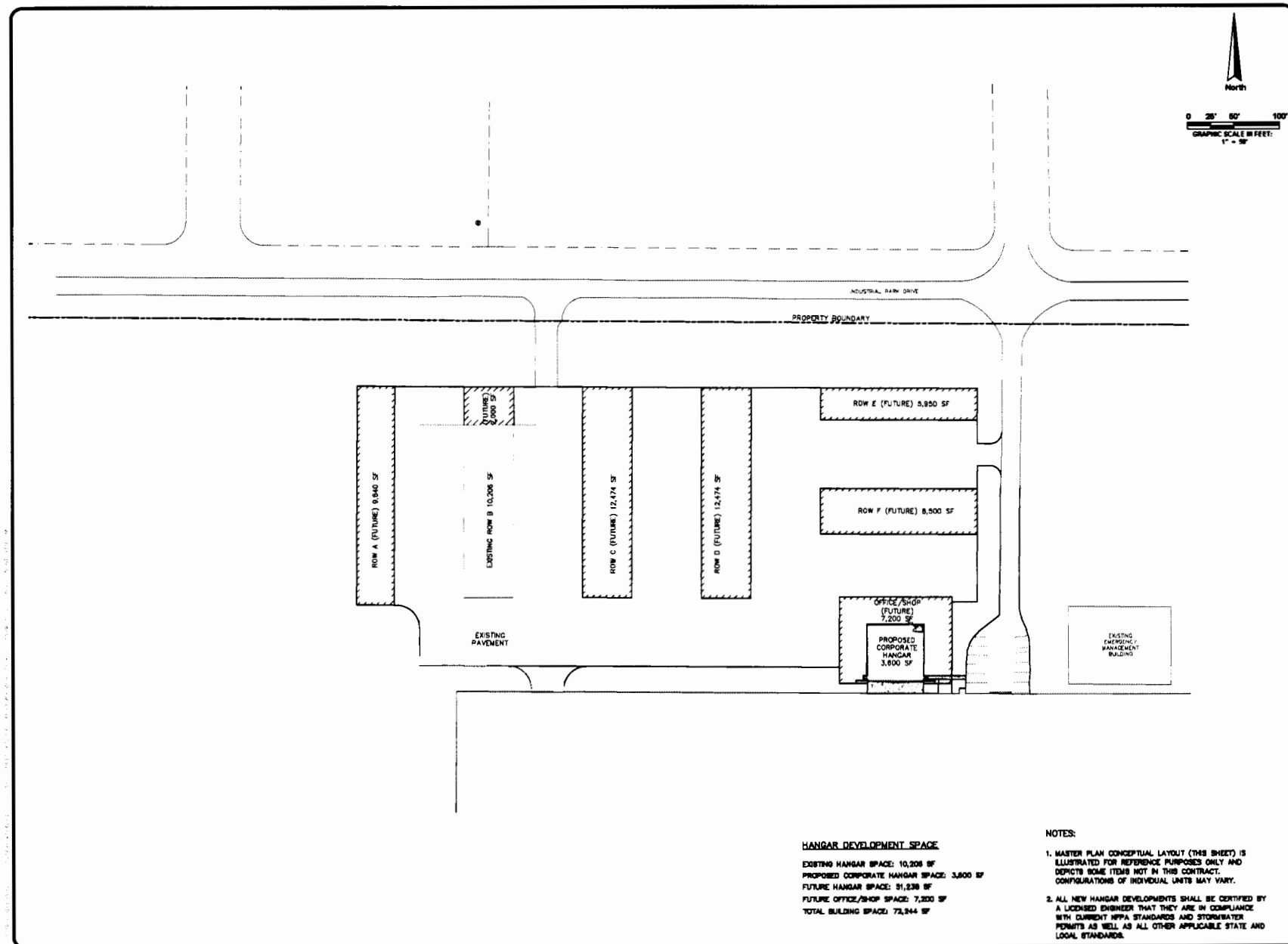
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DRAWN BY: J.A.W.  
CHECKED BY: J.R.C.  
APPROVED BY: V.C.L.  
DATE: FEBRUARY 2016

AVCON PROJECT NO. 2013.148.02

#### SHEET NUMBER

**G5**



**AVCON, INC.**  
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**PERRY - FOLEY AIRPORT**

**CORPORATE HANGAR  
 DEVELOPMENT**

**NORTH  
 T-HANGAR AREA  
 MASTER PLAN**

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 CHECKED BY: J.R.C.  
 APPROVED BY: V.C.L.  
 DATE: FEBRUARY 2016

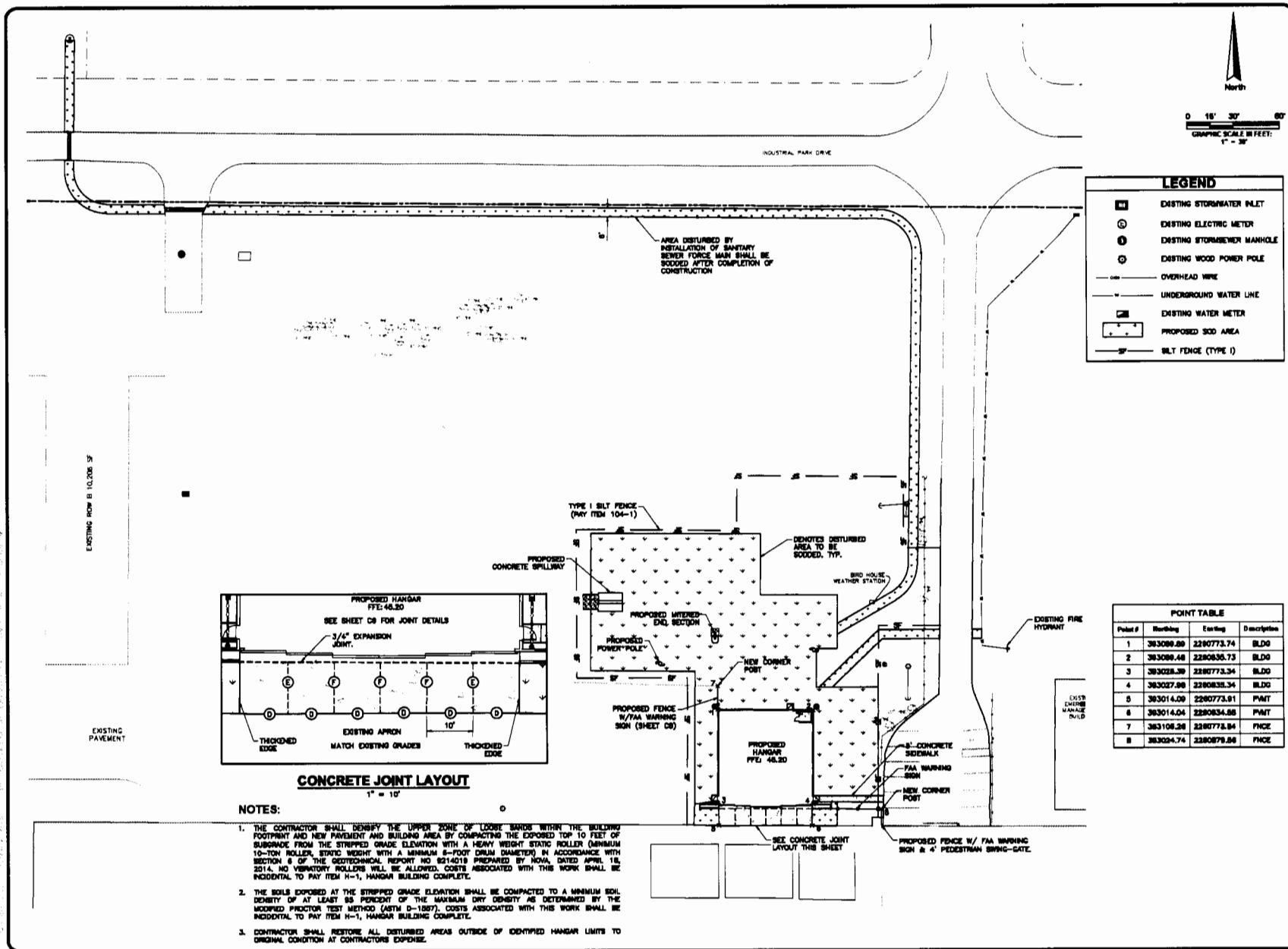
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**SHEET NUMBER**

**C1**









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CORPORATE CERTIFICATE OF AUTHORIZATION #001-001-001

---

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FLORIDA CERTIFICATE OF AUTHORIZATION NO. 002

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**PERRY - FOLEY AIRPORT**

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**CORPORATE HANGAR DEVELOPMENT**

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**SITE GEOMETRY, SUBGRADE PREPARATION & SOD PLAN**

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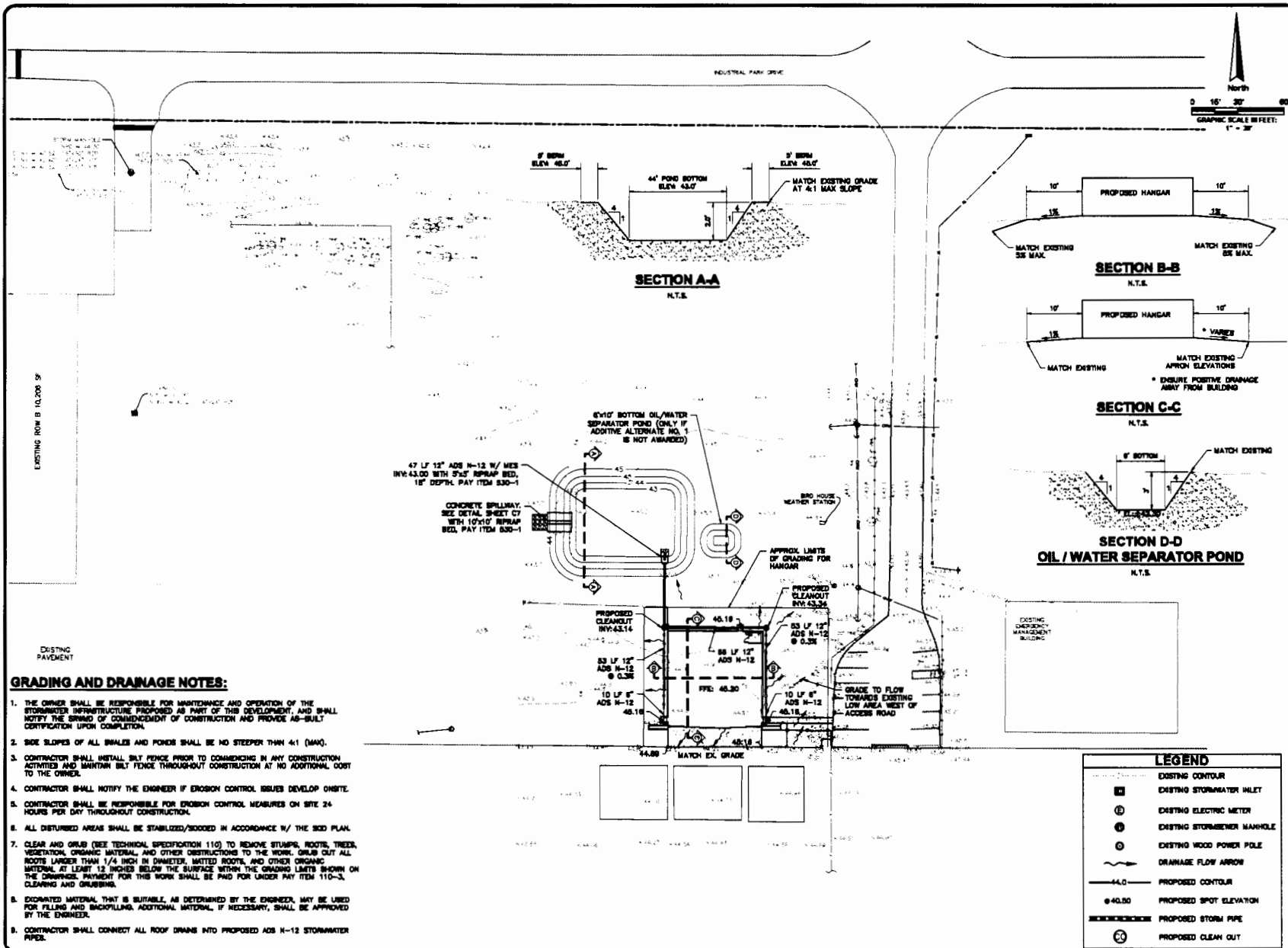
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APPROVED BY: V.C.L.  
DATE: FEBRUARY 2015

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AVCON PROJECT NO. 2013.148.02  
**SHEET NUMBER**  
**C3**







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**PERRY - FOLEY AIRPORT**

**CORPORATE HANGAR DEVELOPMENT**

**GRADING & DRAINAGE PLAN**

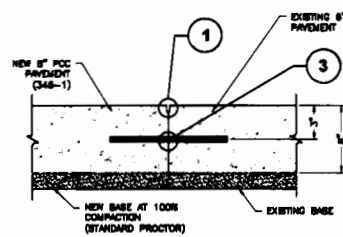
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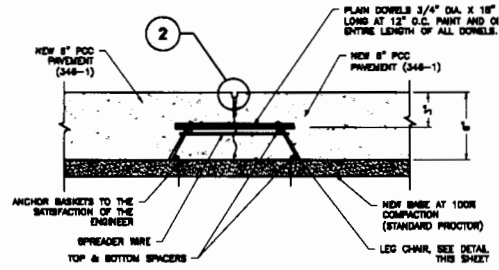
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DATE: FEBRUARY 2016

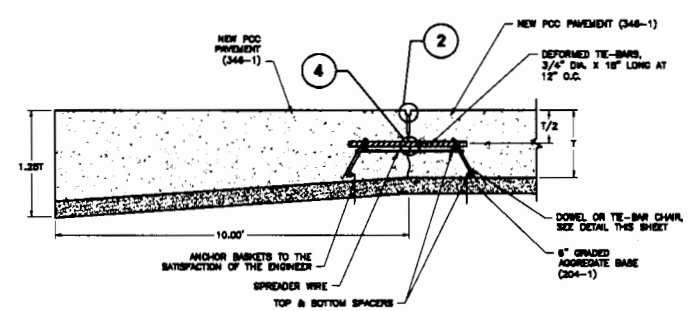
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**SHEET NUMBER**  
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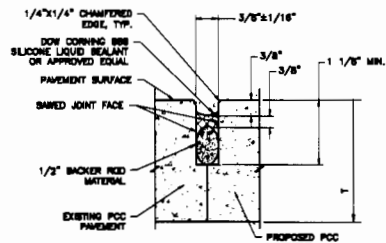
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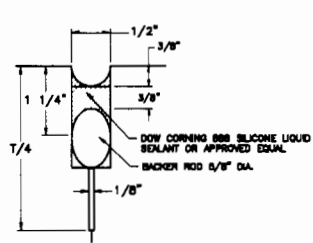
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**TYPE E DEFORMED DOWELED CONSTRUCTION JOINT  
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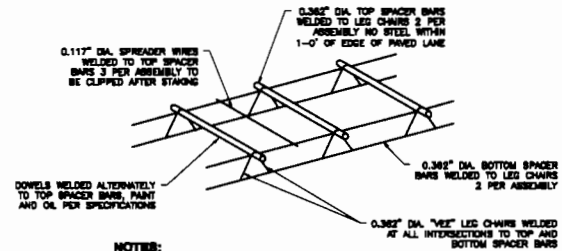
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**2 SILICONE JOINT SEALANT**  
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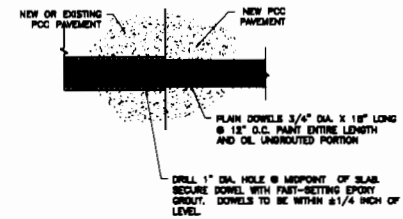
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C) SEALANT THICKNESS, INCH	1/4	1/4	1/4	3/8	1/2
D) BACKER ROD DIAMETER, INCH	3/8	1/2	3/8	7/8	1 1/4
E) TOTAL JOINT DEPTH, INCH	1 - 1 1/8	1 1/8 - 1 1/4	1 1/4 - 1 3/8	1 3/8 - 1 5/8	2 1/4 - 2 3/8

**JOINT DIMENSIONS**

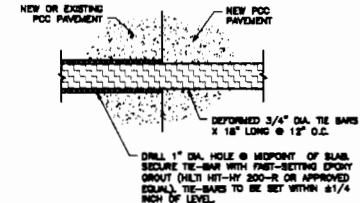


- NOTES:**
1. BASKET MUST BE FIRMLY ATTACHED TO EXISTING OR NEW BASE.
  2. ALL WIRE SIZES SHOWN ARE MINIMUM SIZE.
  3. DOWELS SHALL BE HELD FIRMLY IN THE ABOVE WELDED ASSEMBLY.

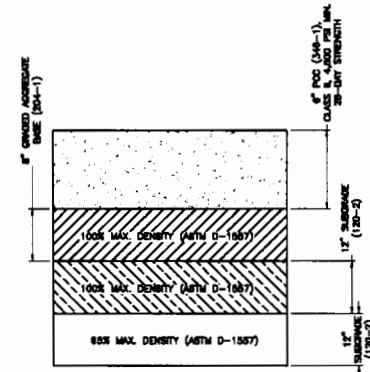
**TYPICAL DOWELED AND TIE-BAR BASKET**  
N.T.S.



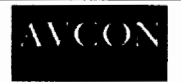
**3 DOWEL DETAIL**  
N.T.S.



**4 TIE-BAR DETAIL**  
N.T.S.



**TYPICAL PCC PAVEMENT SECTION**  
N.T.S.



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AUTHORIZATION NO. 0857

**PERRY - FOLEY AIRPORT**

**CORPORATE HANGAR  
DEVELOPMENT**

**PAVEMENT JOINT  
DETAILS**

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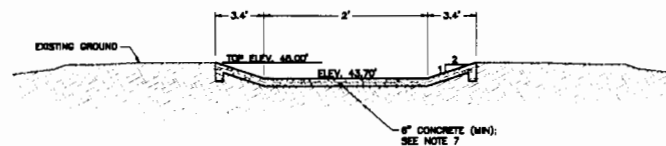
**RELEASE FOR BID**

**DESIGNED BY:** J.R.C.  
**DRAWN BY:** J.A.W.  
**CHECKED BY:** J.R.C.  
**APPROVED BY:** V.C.L.  
**DATE:** FEBRUARY 2016

AVCON PROJECT NO. 2013.146.02

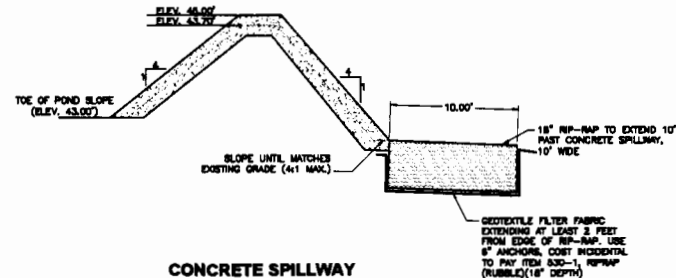
**SHEET NUMBER**

**C6**



**CONCRETE SPILLWAY  
SECTION VIEW**

N.T.S.

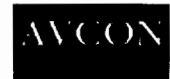


**CONCRETE SPILLWAY  
PROFILE VIEW**

N.T.S.

**NOTES:**

1. PAYMENT FOR CONCRETE, REINFORCEMENT, EXCAVATION AND EMBANKMENT, AND ALL INCIDENTALS REQUIRED TO CONSTRUCT THE CONCRETE SPILLWAY SHALL BE PAID UNDER PAY ITEM SP-08-1, CONCRETE SPILLWAY.
2. DISTURBED AREAS BEYOND SPECIFIED LIMITS OF SOODING SHALL BE SOODED AT NO COST TO THE OWNER.
3. CONCRETE SHALL PROVIDE A 28-DAY COMPRESSIVE STRENGTH OF 3,000 PSI AND THE CONSTRUCTION SHALL CONFORM TO THE CONSTRUCTION REQUIREMENTS SPECIFIED IN TECHNICAL SPECIFICATION 348 PORTLAND CEMENT CONCRETE.
4. AREAS TO RECEIVE RIP-RAP RUBBLE AND/OR GEOTEXTILE FILTER FABRIC SHALL BE COMPACTED TO 95% MAX. DENSITY PRIOR TO FABRIC INSTALLATION. COST FOR THIS SUBGRADE PREPARATION SHALL BE PAID UNDER PAY ITEM S30-1, RIP-RAP (RUBBLE); (18\"/>



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**PERRY - FOLEY AIRPORT**

**CORPORATE HANGAR  
DEVELOPMENT**

**MISCELLANEOUS  
DETAILS**

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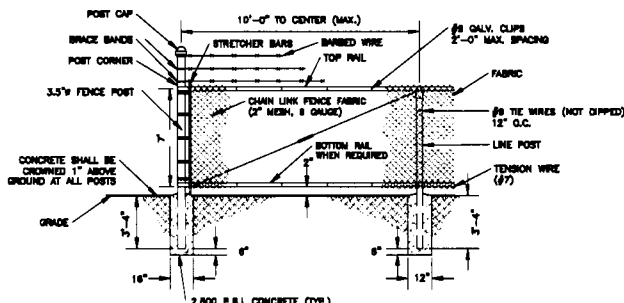
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NO.	DATE	DESCRIPTION

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DRAWN BY: J.A.W.  
CHECKED BY: J.R.C.  
APPROVED BY: V.C.L.  
DATE: FEBRUARY 2015

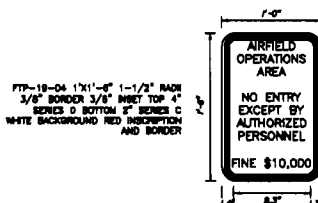
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**SHEET NUMBER  
C7**



**7 WIRE MESH SECURITY FENCE**  
N.T.S.

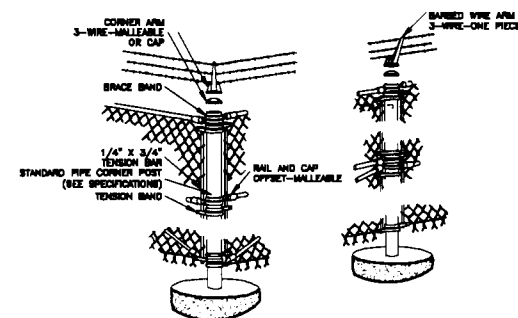
- NOTE:
1. GALVANIZED STEEL LINE FENCE POST SHALL BE 3.5\"/>



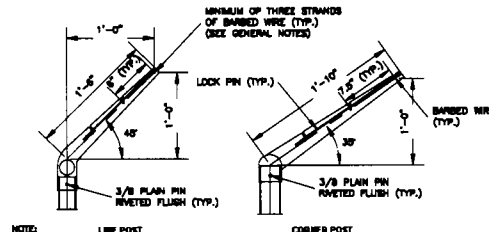
**FAA WARNING SIGN DETAIL**

N.T.S.

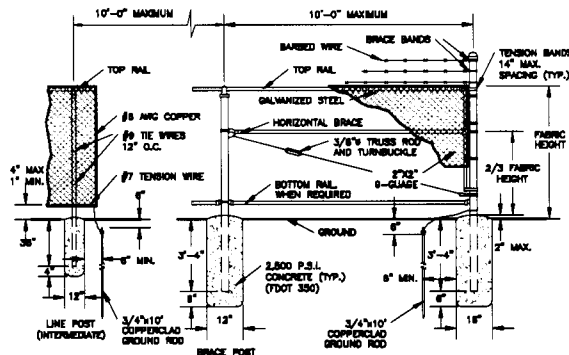
PLACE ON ALL GATES



**CHAIN LINK FENCE ASSEMBLY**  
N.T.S.

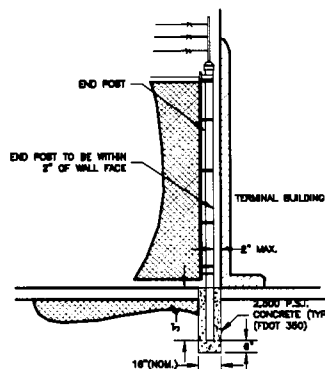


**BARBED WIRE EXTENSION ARM DETAILS**  
N.T.S.



**BRACE SECTION CHAIN LINK FENCE**

N.T.S.



**WALL CONNECTION DETAIL**  
N.T.S.

NOTES:

1. CORE 12\"/>


# **FENCE NOTES:**

1. ALL PIPE FRAMEWORK AND OTHER FERROUS MATERIALS SHALL BE HOT DIPPED GALVANIZED, UNLESS OTHERWISE NOTED.
2. BOTTOM RAIL SHALL BE STRETCHED TIGHT FROM TERMINAL POST TO TERMINAL POST AND SECURELY FASTENED TO EACH INTERMEDIATE POST 8 INCHES ABOVE GROUND LINE AND TO THE FABRIC CHAIN LINK. UNLESS OTHERWISE INDICATED.
3. PULL POSTS SHALL BE INSTALLED AT 800 FOOT INTERVALS ON STRAIGHT RUNS.
4. GATE POST ASSEMBLY SHALL CONSIST OF A BRACE POST AND CORNER END, OR PULL POST WITH BRACE AND TRUSS ROD ON EACH SIDE OF THE GATE.
5. CONNECTIONS TO EXISTING FENCES OR BUILDINGS SHALL BE MADE BY SETTING A NEW ANCHOR POST WITH BRACE ASSEMBLY AT JUNCTION POINT.
6. ALL FENCE AND GATES SHALL BE GROUNDED IN ACCORDANCE WITH THE SPECIFICATIONS.
7. DIMENSIONS: ALL DIMENSIONS, SIZES, GAUGES, WEIGHTS OR THICKNESS SHOWN ARE THE MINIMUM ACCEPTABLE, UNLESS OTHERWISE INDICATED.
8. SPECIFICATIONS: MATERIALS AND CONSTRUCTION METHODS NOT DETAILED HEREIN SHALL BE IN ACCORDANCE WITH THE FAA SPECIFICATION F-182 UNLESS OTHERWISE NOTED ON THE CONTRACT PLANS.
9. SPECIFICATIONS SHOWN ARE FROM THE FEDERAL AVIATION ADMINISTRATION STANDARD SPECIFICATIONS FOR CONSTRUCTION OF AIRPORTS.
10. THE FEDERAL SPECIFICATION F-182 SHALL BE INTERPRETED TO MEAN THE LATEST ISSUE OR AMENDMENT OF SUCH SPECIFICATION IN EFFECT ON THE DATE OF PLAN APPROVAL.
11. MEASUREMENTS: FENCES ARE MEASURED IN PLACE, FROM CENTER TO CENTER OF END, CORNER OR GATE POSTS. MEASUREMENT DOES NOT INCLUDE GATE OPENINGS. GATES ARE MEASURED IN UNITS FOR EACH TYPE AND SIZE INSTALLED.
12. FABRIC INSTALLATION: WIRE OR FABRIC ON BOUNDARY AND SECURITY FENCES AND GATES SHALL BE ON THE SIDE OF POSTS AWAY FROM AOA.
13. PVC COATING: (NOT APPLICABLE)
14. CONCRETE: CONCRETE SHALL BE OF AN APPROVED FOOT MIX WITH A MINIMUM 28 DAY STRENGTH OF 2,800 P.S.I. FOOTING TOPS SHALL BE 1-INCH MINIMUM ABOVE GROUND AT ALL THE POSTS AND TRUSSES, FINISHED TO SLOPE AWAY FROM THE POST.
15. OPENINGS UNDER FENCES: ANY OPENING UNDER FENCES, WHEREIN THE BOTTOM FENCE WIRE IS MORE THAN 4 INCHES ABOVE GROUND AND THE TOTAL AREA OF OPENING IS 96 SQUARE INCHES OR MORE, SHALL BE CLOSING USING THE DETAIL FOR SHANNING DITCHES OR APPROVED EQUAL.
16. OPENINGS LESS THAN 18 INCHES HIGH SHALL BE CLOSED BY INSTALLING ONE OR MORE ADDITIONAL LINE POSTS BETWEEN THE OPENING CENTER AND ADJACENT LINE POSTS AT A MAXIMUM VERTICAL SPACING. THIS WORK SHALL BE INCIDENTAL TO FENCE INSTALLATION COSTS.
17. GROUNDING AND LIGHTNING PROTECTION, CHAIN LINK FENCE ONLY: EACH GATE LEAF FRAME SHALL BE CONNECTED TO THE GATE POST BY A BRAIDED, FLEXIBLE COPPER STRAP. EACH GATE POST SHALL BE GROUNDED. GROUND RODS SHALL BE PER SECTION F-182. GROUND CHAIN SHALL BE NO. 3 AWG COPPER MINIMUM SIZE STRANDED COPPER WIRE. CONNECTIONS TO GATE, FENCE, ETC. ABOVE GROUND SHALL BE MADE WITH SUITABLE NON-CORRODIVE METAL CLAMP, LUGS OR CONDUITS. CONNECTIONS TO GROUND RODS SHALL BE MADE BY THE EXOTHERMIC PROCESS. EACH ELEMENT OF THE FENCE SHALL BE GROUNDED. INSTALL GROUND RODS AND BONDING CONDUCTIONS IN ACCORDANCE WITH F-182.
18. FENCE LINE AND ALIGNMENT: FENCE LINES SHALL BE CLEARED OF ALL OBSTRUCTIONS AND SMOOTH GRADED TO THE GENERAL CONTOUR OF THE ADJACENT GROUND. STUMPS AND ROOTS NOT INTERFERING WITH FENCE CONSTRUCTION, MAY BE CHIPPED TO GROUND LEVEL. THE FENCE SHALL BE CONSTRUCTED VERTICAL, STRAIGHT AND TRUE TO LINE. THE LONGITUDINAL GRADIENT SHALL PARALLEL TO THE GENERAL SLOPE OF THE GROUND. CONTRACTOR SHALL LAY OUT THE FENCE ALIGNMENT AS SHOWN ON THE CONSTRUCTION PLANS. THE ENGINEER SHALL APPROVE THE ALIGNMENT, LINE AND GRADE OF THE FENCE AND THE GATE LOCATION(S) PRIOR TO CONSTRUCTION.
19. AIRPORT SECURITY FENCES AND GATES SHALL INCLUDE BARS WIRE ATTACHMENT. BARS WIRE ATTACHMENTS SHALL EXTEND IN THE DIRECTION AWAY FROM THE AIRFIELD.
20. THE CAP ARM SHALL BE DESIGNED TO PROVIDE A DRIVE FIT OVER THE TOP OF POSTS AND TO EXCLUDE HORIZONTAL IN POSTS WITH TUBULAR SECTIONS.
21. GATES SHALL BE INSTALLED PLUMB, LEVEL, AND SECURE, WITH FULL OPENING WITHOUT INTERFERENCE. GROUND-SET ITEMS SHALL BE INSTALLED IN CONCRETE FOR ANCHORAGE. HARDWARE SHALL BE ADJUSTED FOR SMOOTH OPERATION.
22. PERIMETER GATE FRAMES SHALL BE FABRICATED OR TUBULAR MEMBERS. ADDITIONAL HORIZONTAL AND VERTICAL MEMBERS SHALL BE PROVIDED AS REQUIRED TO ENSURE PROPER GATE OPERATION AND FOR ATTACHMENT OF FABRIC AND HARDWARE. SIZES OF FRAME MEMBERS LISTED ARE MINIMUM; LARGER SIZES SHALL BE PROVIDED AS REQUIRED.
23. GATE FRAME ASSEMBLY SHALL BE WELDED OR ASSEMBLED WITH SPECIAL MALLEABLE OR PREHEATED STEEL FITTINGS AND NUTS TO PROVIDE RIGID CONNECTIONS. FABRIC SHALL BE INSTALLED WITH STRETCHER BARS AT VERTICAL EDGES. STRETCHER BARS MAY ALSO BE USED AT THE TOP AND BOTTOM EDGES. STRETCHER BARS AND FABRIC SHALL BE ATTACHED TO GATE FRAMES ON ALL SIDES AT INTERVALS NOT EXCEEDING 18 INCHES. HARDWARE SHALL BE ATTACHED WITH NUTS OR BY OTHER MEANS THAT WILL PROVIDE EQUAL SECURITY AGAINST BREAKAGE OR REMOVAL.
24. WHERE BARRIED WIRE IS INDICATED ABOVE GATES, THE END MEMBERS OF GATE FRAMES SHALL BE EXTENDED APPROXIMATELY ONE (1) FOOT ABOVE THE TOP MEMBER WITH PROVISION FOR ATTACHING THE WIRE. VERTICAL SUPPORT ARMS SHALL BE PROVIDED AT INTERMEDIATE POINTS, WITH SPACING TO MATCH THE SPACING OF THE LINE POSTS.
25. DIMENSIONED OR BRACING SHALL BE PROVIDED, CONSISTING OF 3/8\"/>



**FABRIC SELVAGE**  
N.T.S.

NOTE: CONTRACTOR SHALL USE THE TWISTED SYSTEM FOR FABRIC SELVAGE.



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FAA CERTIFICATE OF  
AUTHORIZATION NO. 987

PERRY - FOLEY AIRPORT

CORPORATE HANGAR  
DEVELOPMENT

FENCE DETAILS

REVISIONS:

NO.	DATE	BY	DESCRIPTION

RELEASE FOR BID

DESIGNED BY: J.R.C.  
DRAWN BY: J.A.W.  
CHECKED BY: J.R.C.  
APPROVED BY: V.C.L.  
DATE: FEBRUARY 2015

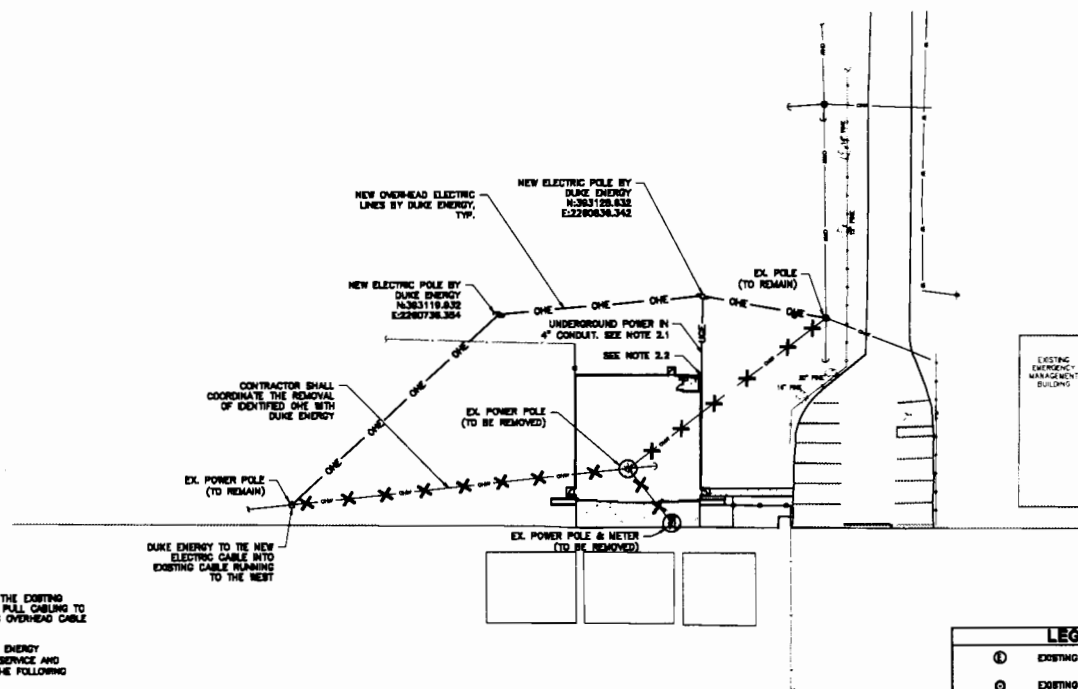
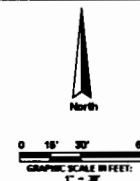
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SHEET NUMBER  
**C8**

CALL 2 WORKING  
DAYS BEFORE YOU DIG  
IT'S THE LAW!  
DIAL 811

When it's the law,  
Call before you dig.

FLORIDA STATE BOARD OF ELECTRICAL ENGINEERS  
REGISTERED ELECTRICAL ENGINEERS



# NOTES:

- DUKE ENERGY SHALL INSTALL OVERHEAD POWER VIA TWO NEW ELECTRIC POLES FROM THE EXISTING POWER ALONG THE WEST SIDE OF THE EXISTING ASPHALT ROAD. DUKE ENERGY SHALL PULL CABLE TO THE EXISTING POLE ON THE WEST END OF THE PROPERTY AND TIE INTO THE EXISTING OVERHEAD CABLE SERVING AN EXISTING HANGAR TO THE WEST OF THE SITE.
- THE CONTRACTOR SHALL INSTALL THE ELECTRICAL SERVICE PER ALL APPLICABLE DUKE ENERGY REQUIREMENTS AND APPROVED EQUIPMENT STANDARDS (REQUIREMENTS FOR ELECTRIC SERVICE AND METER INSTALLATIONS, FLORIDA SERVICE AREA, REVISED 2012, AMENDED 7/2013) IN THE FOLLOWING ORDERS:
  - CONTRACTOR SHALL INSTALL NEW TRANSITION POLE AND UNDERGROUND ELECTRIC CABLEING BETWEEN PROPOSED DUKE ENERGY POLE AND PROPOSED HANGAR AS INDICATED ON THE PLANS AND SHEET E30. CONTRACTOR SHALL COORDINATE TRANSITION OF POWER TO NEW UNDERGROUND CABLE WITH DUKE ENERGY AND AIRPORT STAFF.
  - INSTALL CONDUIT, POINT OF ATTACHMENT AND SERVICE ENTRANCE TO THE MAIN DISTRIBUTION PANEL ON THE NORTH END OF THE PROPOSED HANGAR. SEE SHEET E30 FOR DETAILS.
  - CONTRACTOR SHALL INSTALL A DUKE ENERGY APPROVED ELECTRIC METER WITH THE REQUIRED BYPASS HANDLE IN THE METER CAN.
- THE DUKE ENERGY CONTACT FOR THIS WORK IS BOB CLARKE. THE CONTRACTOR SHALL CONTACT DUKE ENERGY WHEN ELECTRICAL WORK HAS BEEN APPROVED AND INSPECTED FOR FINAL CONNECTION AND POWER UP.
- ALL WORK PERFORMED BY CONTRACTOR SHALL BE PAID FOR UNDER PAY ITEM H-1, HANGAR BUILDING, COMPLETE.

LEGEND	
①	EXISTING ELECTRIC METER
⊙	EXISTING WOOD POWER POLE
— OHW —	EXISTING OVERHEAD WIRE
— OHE —	PROPOSED OVERHEAD ELECTRIC
— UGE —	PROPOSED UNDERGROUND ELECTRIC
⊙	PROPOSED ELECTRIC POLE
[Box]	OBJECTS TO BE REMOVED
X	OBJECTS TO BE REMOVED



**AVCON**

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PERRY - FOLEY AIRPORT

CORPORATE HANGAR  
DEVELOPMENT

ELECTRICAL DEMOLITION  
& SITE LAYOUT PLAN

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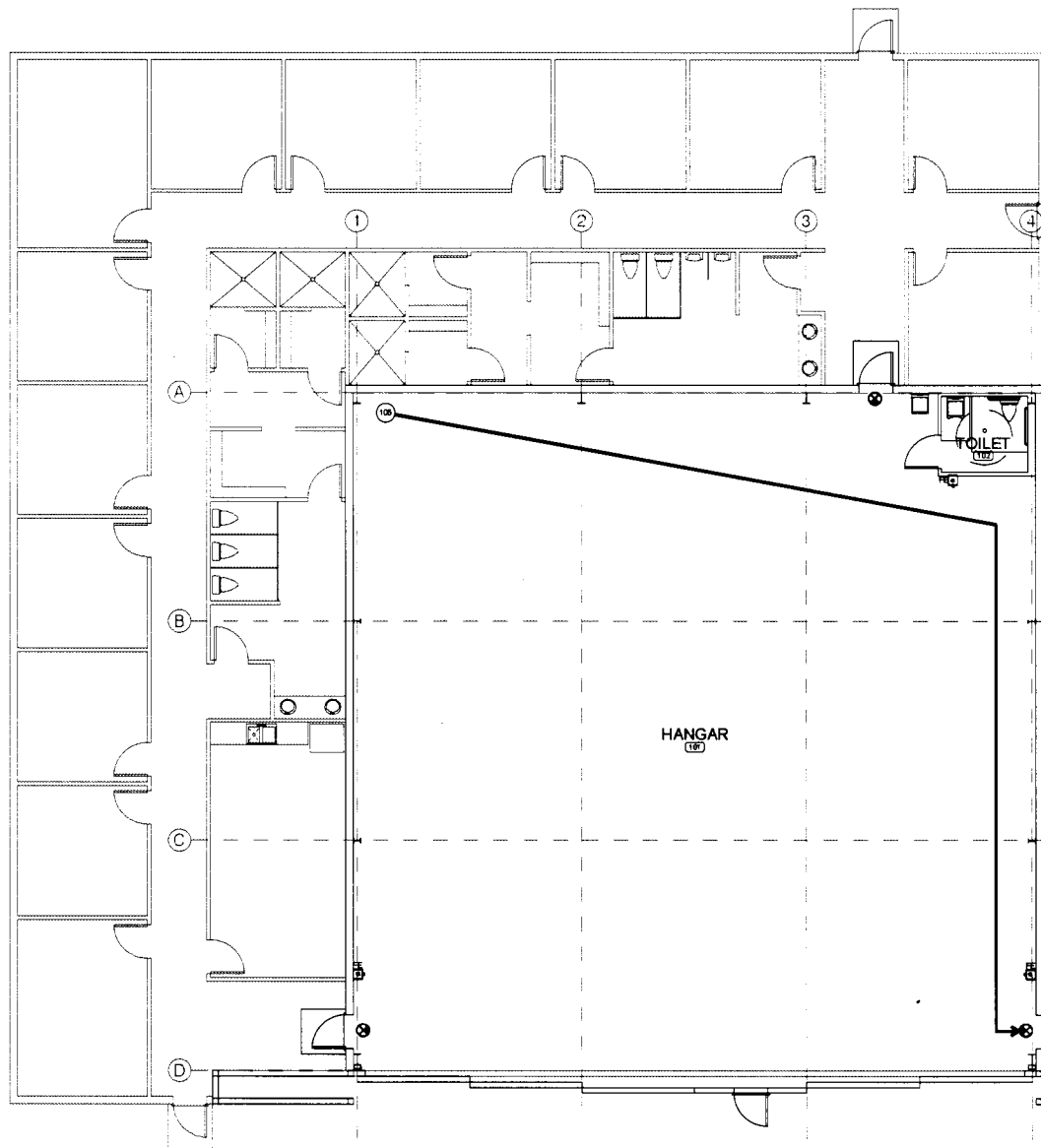
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DATE: FEBRUARY 2016

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SHEET NUMBER

E1



# LIFE SAFETY PLAN SYMBOLS LEGEND

- EXIT ACCESS TRAVEL DISTANCE TO SECOND MEANS OF EGRESS
- LOCATION OF EXIT SIGNS (COORDINATE W/ ELECTRICAL DRAWINGS)
- RECEIVED FIRE EXTINGUISHER CABINET (SEE FIRE LOCATION WITH LOCAL FIRE HAZARD)

## SITE INFORMATION

WIND LOAD 120 MPH FASTEST MILE WIND LOAD  
EXPOSURE EXPOSURE 1C  
JURISDICTION TAYLOR COUNTY, FLORIDA

## APPLICABLE CODES

BUILDING CODE FLORIDA BUILDING CODE 2010  
PLUMBING CODE FLORIDA PLUMBING CODE 2010  
MECHANICAL CODE FLORIDA MECHANICAL CODE 2010  
ELECTRICAL CODE NEC 2008  
ACCESSIBILITY AMERICANS WITH DISABILITIES ACT (ADA)  
FLORIDA BUILDING CODE 2010 CHAPTER 11

BUILDING AREA 3,800 SQ. FT. (100) SQUARE FEET

## CODE ANALYSIS

OCCUPANCY 911.2 S-2 (STORAGE) HANGAR WITH NO REPAIR  
4124.1 EXTERIOR WALLS LOCATED LESS THAN 50' FROM PROPERTY LINE SHALL HAVE A FIRE RESISTANCE RATING OF NO LESS THAN 2 HOURS  
4124.3 FLOOR SURFACE SHALL BE SLOPED TO DRAIN TO PREVENT STANDING WATER OR AIRCRAFT FLUID AND SHALL CONNECT TO AN OIL WATER SEPARATOR  
TABLE 4124.3 GROUP II FIRE SUPPRESSION IS NOT REQUIRED (HANGAR WITH NO REPAIR)  
HANGAR CLASSIFIED AS GROUP II BASED ON HEIGHT OF DOOR & SINGLE FIRE AREA  
4125.3 SMOKE ALARMS ARE REQUIRED  
TABLE 503 TYPE I-8 - 50' HEIGHT LIMIT, 2 STORY, 17,500 SF LIMIT  
ACTUAL MAXIMUM HEIGHT = 34' (ROOF RIDGE)  
ACTUAL NUMBER OF STORIES = 1  
TABLE 601 CONSTRUCTION TYPE 8-8  
STRUCTURAL FRAME = 0 HOURS  
BEARING WALLS - EXTERIOR = 0 HOURS  
BEARING WALLS - INTERIOR = 0 HOURS  
NON-BEARING WALLS = 0 HOURS  
FLOOR CONSTRUCTION = 0 HOURS  
ROOF CONSTRUCTION = 0 HOURS  
907.1.1 FIRE ALARM SYSTEM PLAN REQUIRED IN CONTRACT DOCUMENTS  
CH 10 OCCUPANT LOAD (GENERAL)  
1008.1 HANGAR (100) 8 OCCUPANTS  
EGRESS WIDTH (WITH SPRINKLERS)  
STAIRWAYS = 0.25 PERSON  
OTHER COMPONENTS = 0.25 PERSON  
1008.1 REQUIRED EGRESS DOORS WILL COMPLY WITH ADA  
TABLE 1010.1 WITH SPRINKLER SYSTEM - 400 FEET MAXIMUM  
TABLE 1001.2 S-2 OCCUPANCY WITH 50 OCCUPANTS OR LESS AND 100 FEET TRAVEL DISTANCE REQUIRES ONE EXIT, 2 EXITS REQUIRED  
1008.1 MINIMUM OF TWO EXITS REQUIRED IN ALL AIRCRAFT HANGAR SERVING AREAS  
CH 11 ACCESSIBILITY  
ACCESSIBLE PATH CLEAR FLOOR SPACE  
ACCESSORY MOUNTING ACCESSORY MOUNTING  
TACTILE SURFACES HEIGHT ELEVATION  
THRESHOLD ELEVATION  
CH 12 CLEAR WIDTH EMERGENCY LIGHTING  
1010 WITHRO ENLIGHTENMENT: REFER TO 1010  
CH 22 COMPLY WITH REQUIREMENTS FOR HURRICANE ZONE  
CH 25 (YES) - COMPLY WITH SECTIONS 216-228  
CH 27 OPTIMUM SOUND AND PLAYERS: SEE SPEC  
CH 28 SEE SPEC  
CH 29 CONSTRUCTION BATTERY MUST COMPLY WITH THIS SECTION  
CH 30 SEE INDIVIDUAL SPEC SECTION  
CH 35 PROJECT MUST COMPLY WITH FIRE PREVENTION CODE

1 LIFE SAFETY PLAN  
SCALE 3/16" = 1'-0"



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**jdf**  
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PERRY - FOLEY AIRPORT

CORPORATE HANGAR  
DEVELOPMENT

LIFE SAFETY PLAN

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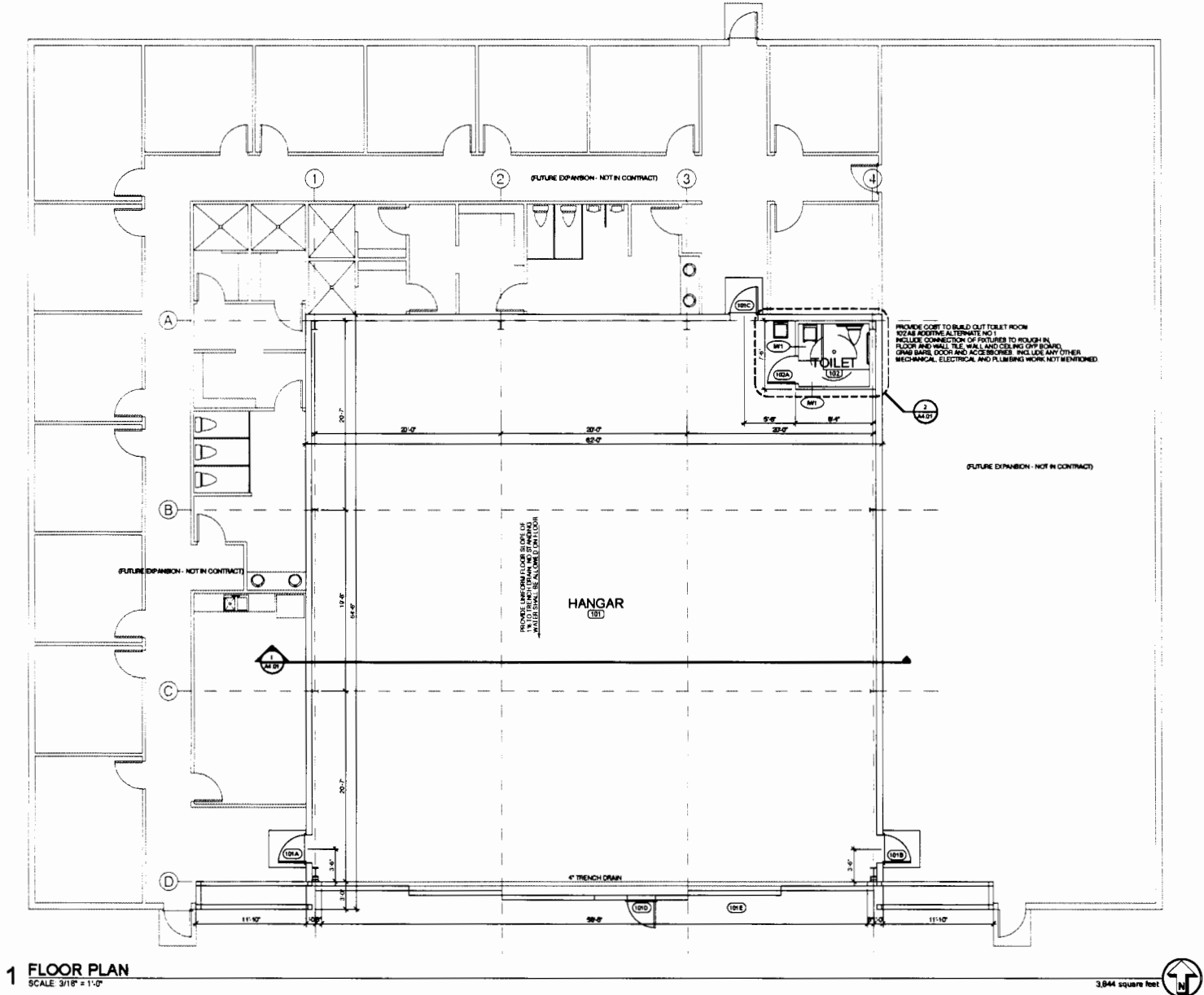
RELEASE FOR BID

DESIGNED BY: JDF  
DRAWN BY: JDF  
CHECKED BY: JDF  
APPROVED BY: JDF  
DATE: AUGUST 2014

AVCON PROJECT NO. 2013.148.02  
SHEET NUMBER  
**A1.01**



1. CONSTRUCTION AND REVISIONS: 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 843. 844. 845. 846. 847. 848. 849. 850. 851. 852. 853. 854. 855. 856. 857. 858. 859. 860. 861. 862. 863. 864. 865. 866. 867. 868. 869. 870. 871. 872. 873. 874. 875. 876. 877. 878. 879. 880. 881. 882. 883. 884. 885. 886. 887. 888. 889. 890. 891. 892. 893. 894. 895. 896. 897. 898. 899. 900. 901. 902. 903. 904. 905. 906. 907. 908. 909. 910. 911. 912. 913. 914. 915. 916. 917. 918. 919. 920. 921. 922. 923. 924. 925. 926. 927. 928. 929. 930. 931. 932. 933. 934. 935. 936. 937. 938. 939. 940. 941. 942. 943. 944. 945. 946. 947. 948. 949. 950. 951. 952. 953. 954. 955. 956. 957. 958. 959. 960. 961. 962. 963. 964. 965. 966. 967. 968. 969. 970. 971. 972. 973. 974. 975. 976. 977. 978. 979. 980. 981. 982. 983. 984. 985. 986. 987. 988. 989. 990. 991. 992. 993. 994. 995. 996. 997. 998. 999. 1000.



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**PERRY - FOLEY AIRPORT**

**CORPORATE HANGAR DEVELOPMENT**

**FLOOR PLAN**

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DRAWN BY: JDF  
CHECKED BY: JDF  
APPROVED BY: JDF  
DATE: AUGUST 2014

AVCON PROJECT NO. 2013.146.02  
**SHEET NUMBER**  
**A1.02**

jdf  
architecture

**PERRY - FOLEY AIRPORT**

## CORPORATE HANGAR DEVELOPMENT

## BUILDING ELEVATIONS

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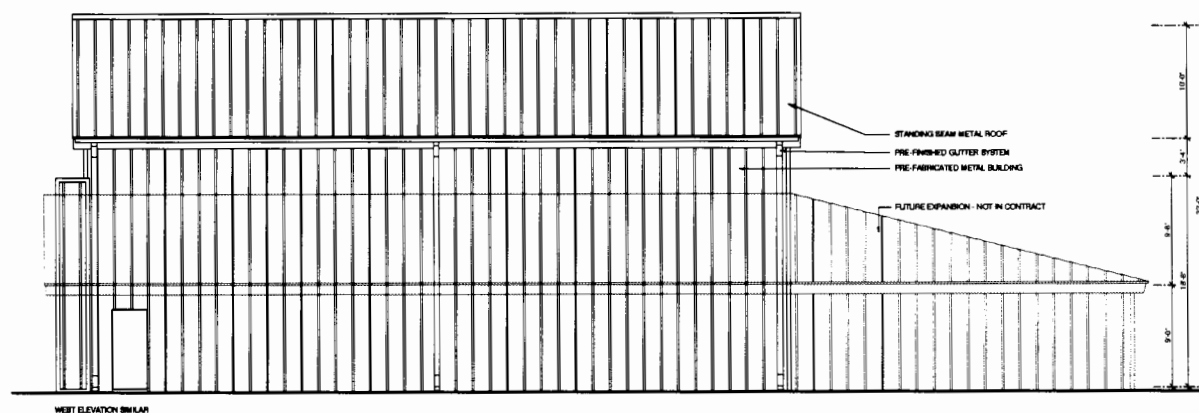
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DRAWN BY: JDF  
CHECKED BY: JDF  
APPROVED BY: JDF  
DATE: AUGUST 2014

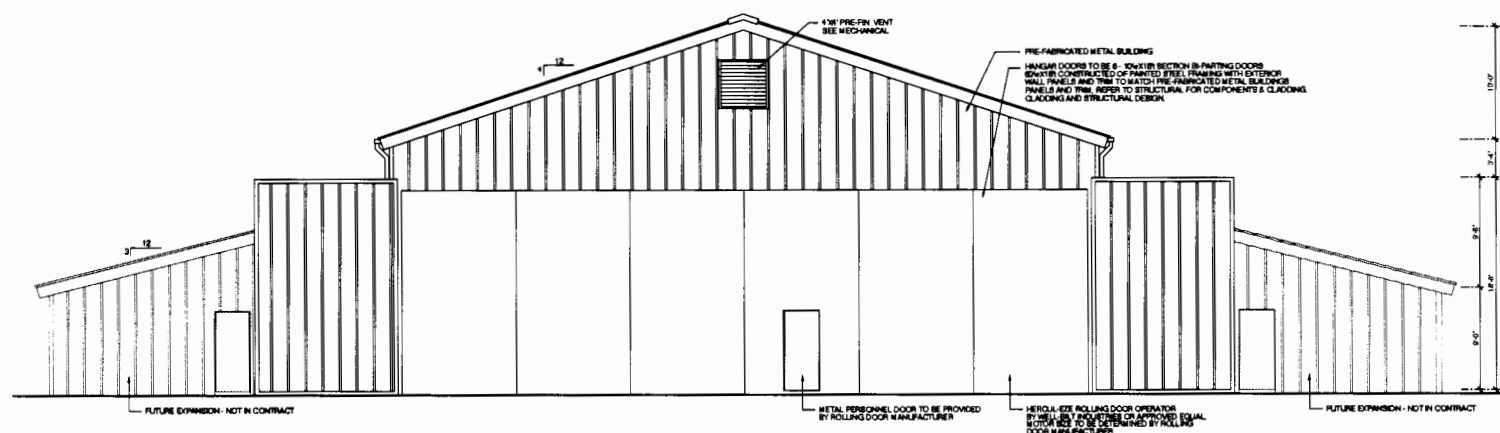
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**SHEET NUMBER**

## A2.01



# 1 EAST BUILDING ELEVATION



## 2 SOUTH BUILDING ELEVATION



# 1 BUILDING SECTION

## STRUCTURAL - GENERAL NOTES

- TO THE BEST OF OUR KNOWLEDGE, THE STRUCTURAL PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FOLLOWING GOVERNING DESIGN CODES:
  - AMERICAN CONCRETE INSTITUTE, MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES (ACI 318)
  - FLORIDA BUILDING CODE, 2010 (FBC 2010)
  - ASCE STEEL CONSTRUCTION MANUAL (13TH EDITION)
  - BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, (ACI 318-08)
  - MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES (ASCE 7-10)
  - NORTH AMERICAN SPECIFICATION FOR THE DESIGN OF COLD-FORMED STEEL STRUCTURE MEMBERS (NAS-11)
  - STRUCTURAL WELDING CODE AWS D1.1, 2008
- THE CONTRACTOR SHALL REVIEW ALL CONTRACT DOCUMENTS, INCLUDING DIMENSIONS, AND SITE CONDITIONS AND COORDINATE WITH FIELD DIMENSIONS AND PROJECT SHOP DRAWINGS PRIOR TO CONSTRUCTION. ANY AND ALL DISCREPANCIES SHALL BE SUBMITTED IN WRITING TO ARCHITECT / ENGINEER. DO NOT MODIFY OR CHANGE THE SIZE OR DIMENSIONS OF STRUCTURAL MEMBERS WITHOUT WRITTEN INSTRUCTIONS FROM THE STRUCTURAL ENGINEER OF RECORD.
- RESOLVE ANY CONFLICTS ON THE DRAWINGS OR SPECIFICATIONS DISCOVERED DURING THE BIDDING PERIOD WITH THE ARCHITECT / ENGINEER. THESE SHALL BE IMMEDIATELY COMMUNICATED IN WRITING TO THE ARCHITECT / ENGINEER.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ANY AND ALL EXISTING UTILITIES WHETHER SHOWN HEREON OR NOT, AND TO PROTECT EXISTING FACILITIES, STRUCTURES AND UTILITY LINES FROM ALL DAMAGE. EACH CONTRACTOR SHALL PROTECT HIS WORK, ADJACENT PROPERTY AND THE PUBLIC. EACH CONTRACTOR IS SOLELY RESPONSIBLE FOR DAMAGE OR INJURY DUE TO HIS ACT OR NEGLIGENCE.
- WHERE A CONSTRUCTION DETAIL IS NOT SHOWN OR NOTED, THE DETAIL SHALL BE THE SAME AS FOR OTHER SIMILAR WORK. DETAILS LABELED "TYPICAL DETAILS" ON THE DRAWINGS APPLY TO ALL SITUATIONS THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFICALLY DETAILED. ANY QUESTIONS REGARDING APPLICABILITY OF TYPICAL DETAILS SHALL BE RESOLVED BY THE ARCHITECT / ENGINEER.
- DESIGN LOAD CRITERIA:
  - BUILDING OCCUPANCY CATEGORY (IBC 1604.5) ..... II
  - GRAVITY LOADS:
    - ROOF LIVE LOAD ..... 20 PSF
    - ROOF DESIGN DEAD LOAD ..... BUILDING WEIGHT
    - SUPERIMPOSED DEAD LOAD (ELECTRICAL) ..... 2 PSF
    - COLLATERAL LOAD ..... 8 PSF
  - WIND LOADS:
    - BASIC WIND SPEED (3-SECOND GUST) ..... 131 MPH
    - WIND IMPORTANCE FACTOR,  $I_w$  ..... 1.15
    - WIND EXPOSURE CATEGORY ..... D
    - INTERNAL PRESSURE COEFFICIENT ..... +/- 0.18 (ENCLOSED)
  - SEISMIC DESIGN CRITERIA:
    - SI, SPECTRAL RESPONSE COEFFICIENT ACCELERATION, CLASS B ..... 4% = .04g
    - $S_a$ , SPECTRAL RESPONSE ACCELERATION COEF. SITE CLASS B ..... 0.09g
    - SITE SOIL CLASSIFICATION (ASSUMED) ..... D
    - SEISMIC DESIGN CATEGORY ..... B
- FOR THE MINIMUM CRITERIA STATED, INCLUDE ALL APPROPRIATE SHAPE, HEIGHT, AND GUST FACTORS FOR THE COMPONENTS & CLADDING (C&C) FOR DETERMINATION OF ROOF UPLIFT. USE A DEAD LOAD OF 5 PSF IN CONJUNCTION WITH THE WIND UPLIFT PRESSURES INDICATED ON THE C&C DIAGRAMS. FOR ALL ROOF ATTACHMENTS USE THE C&C LOADS DIRECTLY FROM THE C&C DIAGRAM.
- THE SPECIALTY ENGINEER, DEFINED AS - A PROFESSIONAL ENGINEER, LICENSED IN THE STATE WHERE THE PROJECT IS LOCATED, WHO PERFORMS SPECIALTY STRUCTURAL ENGINEERING SERVICES FOR SELECTED SPECIALTY-ENGINEERED ELEMENTS IDENTIFIED IN THE CONTRACT DOCUMENTS, AND WHO HAS EXPERIENCE AND TRAINING IN THE SPECIALTY. DOCUMENTS SIGNED AND SEALED BY THE SPECIALTY ENGINEER SHALL BE COMPLETED BY OR UNDER THE DIRECT SUPERVISION OF THE SPECIALTY ENGINEER. SPECIALTY ENGINEERED STRUCTURE AND COMPONENTS INCLUDE METAL BUILDING MANUFACTURED BUILDING SYSTEM, INCLUDING, ROOFING, ETC. AND THEIR ATTACHMENTS TO THE STRUCTURE SHALL BE DESIGNED BY A SPECIALTY ENGINEER TO CONFORM TO ALL LOADING REQUIREMENTS INCLUDING WIND RESISTANCE.
- DO NOT SCALE THE DRAWINGS, USE DIMENSIONS SHOWN ON PLAN IN CONJUNCTION WITH THE ARCHITECTURAL DOCUMENTS. IF A CONFLICT EXISTS, NOTIFY THE ARCHITECT/ ENGINEER IN WRITING FOR RESOLUTION OF ANY AND ALL CONFLICTS.

## SHOP DRAWINGS REQUIRING ENGINEERING INPUT BY SPECIALTY ENGINEER

- THE FOLLOWING SYSTEMS AND COMPONENTS AS A MINIMUM REQUIRE SPECIALTY ENGINEERED ERECTION AND FABRICATION DRAWINGS WITH INPUT BY A SPECIALTY ENGINEER, BUT ARE NOT LIMITED TO: METAL BUILDING STRUCTURE, ROOF SYSTEMS, WALL SYSTEMS, LIGHT GAGE FRAMING, ETC.
- THE SPECIALTY ENGINEER OR SUPPLIER SHALL DESIGN AND INSTALL THEIR COMPLETED SYSTEM IN ITS ENTIRETY TO THE PRIMARY STRUCTURE PER THE CRITERIA NOTED ON THESE CONSTRUCTION DOCUMENTS. THE SPECIALTY ENGINEER SHALL ADHERE TO ALL REQUIREMENTS OF THE APPLICABLE BUILDING CODE OR THESE NOTES, WHICHEVER IS MORE STRINGENT.
- SHOP DRAWINGS AND CALCULATIONS SHALL REQUIRE THE SEAL, DATE AND SIGNATURE OF THE SPECIALTY ENGINEER.
- COSTS FOR SPECIALTY ENGINEERING SHALL BE INCIDENTAL TO PAY ITEM H-1, HANGAR BUILDING, COMPLETE.

## SHOP DRAWING SUBMITTAL

- THE REVIEW OF SUBMITTALS AND/ OR SHOP DRAWINGS BY THE ENGINEER DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY TO REVIEW AND CHECK SHOP DRAWINGS BEFORE SUBMITTAL TO THE ENGINEER. THE REVIEW BY THE STRUCTURAL ENGINEER IS FOR GENERAL CONFORMANCE ONLY. IF SHOP DRAWINGS HAVE NOT BEEN REVIEWED AND APPROVED BEFORE SUBMITTAL TO THE ENGINEER, THEY SHALL BE RETURNED WITHOUT APPROVAL.
- THE CONTRACTOR IS SOLELY RESPONSIBLE FOR ANY AND ALL ERRORS AND OMISSIONS ASSOCIATED WITH THE PREPARATION OF ALL SHOP DRAWINGS IN RELATIONSHIP TO THE CONSTRUCTION DOCUMENTS.
- ALL MODIFICATIONS MADE FOR SUBMITTALS THAT ARE RE-SUBMITTED SHALL CLEARLY NOTE ALL CHANGES.
- REPRODUCING THE CONTRACT DOCUMENTS FOR USE AS SHOP DRAWINGS IS NOT ALLOWED, AND SHOP DRAWINGS WILL BE RETURNED WITHOUT APPROVAL.
- GENERAL SHOP DRAWING REQUIREMENTS:
  - SUBMIT SHOP DRAWINGS AND ANY OTHER SPECIAL INFORMATION NECESSARY FOR PROPER FABRICATION, ERECTION, AND PLACEMENT OF STRUCTURAL FABRICATIONS. INCLUDE PLANS, ELEVATIONS, AND SECTIONS. CLEARLY SHOW ANCHORAGES, CONNECTIONS, AND ACCESSORY ITEMS. THE DETAILER MUST INTERPRET THE CONTRACT DOCUMENTS AND CLEARLY CONVEY THIS INTERPRETATION TO THE FIELD IN THE FORM OF PLACING OR ERECTION DRAWINGS.
  - CONCRETE REINFORCING DETAILER- PROVIDE PLACING DRAWINGS FOR FABRICATION AND PLACING OF REINFORCING STEEL. THESE DRAWINGS SHALL INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING: BAR LISTS, SCHEDULES, BENDING DETAILS, PLACING DETAILS, PLACING PLANS, AND PLACING ELEVATIONS.

## SHALLOW FOUNDATIONS

- FOUNDATION DESIGN HAS BEEN PERFORMED BASED ON A MAXIMUM ALLOWABLE SOIL BEARING CAPACITY OF 2500 PSF FOR FOOTINGS. THE SOIL SHALL BE COMPACTED BEFORE PLACEMENT OF CONCRETE PER THE GEOTECHNICAL PROJECT REPORT. SEE REPORT BY NOVA, PROJECT NO. 0214019 DATED APRIL 18, 2014, IN THE BIDDING DOCUMENTS.
- IF BEARING SOIL IS DISTURBED DURING FOUNDATION PREPARATION, THE CONTRACTOR SHALL RECOMPACT TO REQUIRED DENSITY, AS DEFINED BY THE GEOTECHNICAL ENGINEER.
- ALL WALLS AND COLUMNS SHALL BE CENTERED ON THE FOOTINGS U.L.O., SEE PLANS.
- DO NOT EXCAVATE FOR ANY PURPOSE WITHIN ONE FOOT OF THE ANGLE OF REPOSE OF ANY SOIL BEARING FOOTING OR FOUNDATION UNLESS FOOTING OR FOUNDATION IS FIRST PROPERLY PROTECTED AGAINST SETTLEMENT.
- THE CONTRACTOR IS RESPONSIBLE FOR THE DISPOSAL OF ALL ACCUMULATED WATER FROM EXCAVATIONS AND Dewatering OPERATIONS IN SUCH A WAY AS NOT TO CAUSE INCONVENIENCE TO THE WORK AND DAMAGE TO THE STRUCTURAL ELEMENTS.

## SLABS ON GRADE

- PREPARE SUBGRADE AS OUTLINED IN THE REPORT BY NOVA, PROJECT NO. 0214019 DATED APRIL 18, 2014.
- ENSURE THAT REINFORCEMENT IS LOCATED IN SLAB CORRECTLY BY CHAIRING REINFORCING ADEQUATELY DURING CONCRETE PLACEMENT.
- USE VAPOR BARRIER (ASTM E1745) CLASS "B" REINFORCED, MULTI-PLY VAPOR RETARDER SHEETING BETWEEN COMPACTED SOIL AND CONCRETE SLAB.
- COORDINATE W/ GEOTECH REPORT FOR UTILIZATION OF EXISTING FILL MATERIAL. OR PROVIDE 8" POROUS DRAINAGE LAYER UNDER INTERIOR PORTIONS OF SLAB ON GRADE.
- PLACE JOINTS IN SLAB AS LOCATED ON PLAN AND PER THE SPECIFICATIONS. SEE CONSTRUCTION DETAILS FOR CONTROL JOINT TYPE AND ARRANGEMENT.

## REINFORCED CONCRETE

- ALL CAST-IN-PLACE CONCRETE WORK SHALL BE IN ACCORDANCE WITH ACI 318-08 AND ACI 301, EXCEPT AS MODIFIED BY THE PROJECT CONSTRUCTION DOCUMENTS.
- ALL CONCRETE SHALL MEET THE PROJECT SPECIFICATIONS AND SHALL DEVELOP COMPRESSIVE STRENGTHS AS FOLLOWS (28 DAY STRENGTH):
  - NORMAL WEIGHT CONCRETE (148 PCF)
    - FOUNDATIONS (FOOTINGS, PILEHEADS) ..... 3000 PSI
    - INTERIOR SLABS-ON-GRADE (POUR OVERS) ..... 3000 PSI
    - ALL OTHER CONCRETE ..... 4000 PSI

PROVIDE CURRENT (MAX. 1 YEAR OLD) STATISTICAL DATA FOR EACH CONCRETE MIX SUBMITTED IN ACCORDANCE WITH ACI 318-08, SECTION 5.3.2.
- ALL REINFORCING BARS FOR CONCRETE SHALL HAVE A MINIMUM YIELD STRENGTH OF 60,000 PSI AND MEET THE REQUIREMENTS OF ASTM A-615. FOR PLACEMENT OF REINFORCING CONFORM TO ACI-301, ACI-315, ACI-318, AND CISC "MANUAL OF STANDARD PRACTICE". ALL REINFORCING SHALL BE ACCURATELY PLACED, RIGIDLY SUPPORTED, AND FIRMLY TIED IN PLACE WITH BAR SUPPORTS AND SPACERS IN ACCORDANCE WITH THE ABOVE REQUIREMENTS. PROVIDE CLASS "B" LAP SPlice FOR CONTINUOUS BARS. USE THE FOLLOWING COVER:
  - CONCRETE COVER REQUIREMENTS FOR REINFORCEMENT, U.L.O.
    - CONCRETE CAST AGAINST EARTH ..... 3"
    - CONCRETE POURED IN FORMS BUT EXPOSED TO WEATHER OR EARTH:
      - #5 REINFORCEMENT AND SMALLER ..... 1 1/2"
      - REINFORCEMENT LARGER THAN #5 ..... 2"
      - WELDED WIRE FABRIC ..... AS SHOWN ON PLANS
- NO CONDUIT PLACED IN CONCRETE SLAB SHALL HAVE AN OUTSIDE DIAMETER GREATER THAN 1/3 THE THICKNESS OF THE SLAB. NO CONDUIT SHALL BE EMBED IN A SLAB THAT IS LESS THAN 4" THICK. MINIMUM CLEAR DISTANCE SHALL BE IN ACCORDANCE WITH ACI 318.
- ALL REINFORCING BARS, ANCHOR BOLTS, DOWELS AND OTHER CONCRETE INSERTS SHALL BE SECURED ADEQUATELY IN POSITION PRIOR TO PLACEMENT OF CONCRETE. CONTRACTOR SHALL USE TEMPLATES TO INSURE ACCURATE PLACEMENT OF ANCHOR BOLTS, DOWELS, ETC.
- PROVIDE CONT. REINFORCEMENT WHEN APPLICABLE. CONTRACTOR SHALL PROVIDE FULL TENSION SPlice OF ALL REINFORCING (CLASS B). STAGGER SPlices WHEN APPLICABLE AND TERMINATE ALL BARS WITH STANDARD 60° HOOKS.
- CHAMFER OR ROUND ALL EXPOSED CORNERS A MINIMUM OF 3/4".



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PERRY - FOLEY AIRPORT

CORPORATE HANGAR  
DEVELOPMENT

GENERAL NOTES

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CHECKED BY: DJM  
APPROVED BY: VCL  
DATE: AUGUST 2014

AVCON PROJECT NO. 2013.148.02

SHEET NUMBER  
S0.1

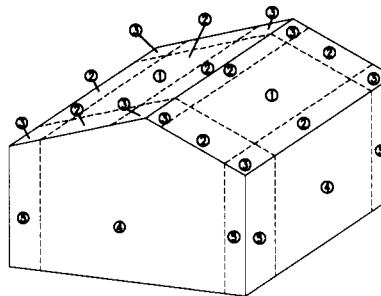
### LIGHT GAUGE FRAMING - IF REQ'D

1. COLD-FORMED METAL FRAMING SHALL BE DESIGNED IN ACCORDANCE WITH THE AMERICAN IRON AND STEEL INSTITUTE (AISI) "SPECIFICATION FOR THE DESIGN OF COLD FORMED STRUCTURAL MEMBERS."
2. COLD-FORMED METAL FRAMING SHALL BE GALVANIZED G90 COATING MEETING THE REQUIREMENTS OF ASTM A444 GRADE A WITH A MINIMUM YIELD STRENGTH AS SPECIFIED BELOW SHALL BE PRODUCED BY A MEMBER OF THE STEEL STUD MANUFACTURERS ASSOCIATION (SSMA).
3. JOINTS AND CONNECTIONS SHALL BE MADE WITH SCREWS OR BOLTS, UNLESS NOTED ON THE DRAWINGS, PROVIDE SUFFICIENT NUMBER OF SCREWS AT EACH CONNECTION TO SUPPORT ALL APPLIED LOADS.

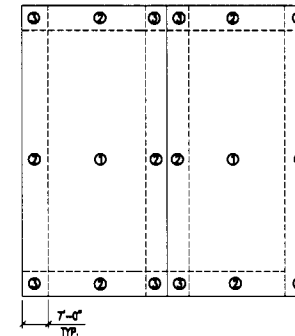
### PRE-ENGINEERED METAL BUILDING

1. THE METAL BUILDING SHALL BE DESIGNED AND INSTALLED ACCORDING TO THE LATEST METAL BUILDING STRUCTURAL CODE(S) AND SPECIFICATION REQUIREMENTS.
2. THE METAL BUILDING MANUFACTURER SHALL PROVIDE CALCULATIONS WHICH ARE SIGNED AND SEALED BY A PROFESSIONAL ENGINEER IN THE STATE OF FLORIDA. THIS REGISTERED ENGINEER SHALL BE RESPONSIBLE FOR ALL COMPONENTS RELATED TO THE SUPERSTRUCTURE.
3. CALCULATIONS PROVIDED TO THE EDR FOR REVIEW SHALL INCLUDE DEFLECTION AND CAMBER REQUIREMENTS, DEAD LOADS, LIVE LOADS, AND ALL SUPERIMPOSED LOADS. TOTAL BUILDING DRIFT SHALL NOT EXCEED  $H/100$ . TOTAL DEFLECTION OF WIND BEAMS AND SOFFIT PANELS SHALL NOT EXCEED  $L/120$  FOR SHEET ROCK AND  $L/180$  FOR METAL PANELS. ANY MEMBER SUPPORTING MASONRY OR BRICK SHALL NOT EXCEED  $L/800$ .
4. PROVIDE SUPPORT FOR ALL WALLS BY CONTRACTOR AT EAVES AND DESIGN FRAMES FOR WIND LOAD INDUCED BY WALLS ACCORDING TO THE WIND LOADS PROVIDED. THIS SHALL BE PROVIDED BY THE NEM SPECIALTY ENGINEER.

### WIND PRESSURE DIAGRAM



### ROOF WIND PRESSURE DIAGRAM



### MAIN WIND FORCE RESISTING SYSTEM PRESSURES

WIND VELOCITY (MPH)	ROOF WINDWARD (PSF)	ROOF LEeward (PSF)	WALL WINDWARD (PSF)	WALL LEeward (PSF)
131	24.5	-30.0	32.3	-27.4

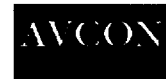
### WIND PRESSURE LOADING TABLE

NOTE:  $g = 0.7$

CLADDING WIND PRESSURES		
WIND VELOCITY (MPH)	WIND DIRECTION	PRESSURE (PSF)
131	DOWN	+29.7
131	UP	+23.8
131	DOWN	+21.0
131	UP	+11.0
131	DOWN	+48.3
131	UP	+43.7

#### NOTES:

1. POSITIVE SIGN INDICATES THAT THE PRESSURE IS ACTING TOWARDS THE SURFACE. NEGATIVE SIGN INDICATES THAT THE PRESSURE IS ACTING AWAY FROM THE STRUCTURE.
2. THE WIND LOADS SHOWN HAVE BEEN CALCULATED BASED ON ASCE 7-10. LINEAR INTERPOLATION MAY BE APPLIED FOR LOADING AREAS BETWEEN THE PROVIDED.



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CORPORATE HANGAR  
DEVELOPMENT

GENERAL NOTES

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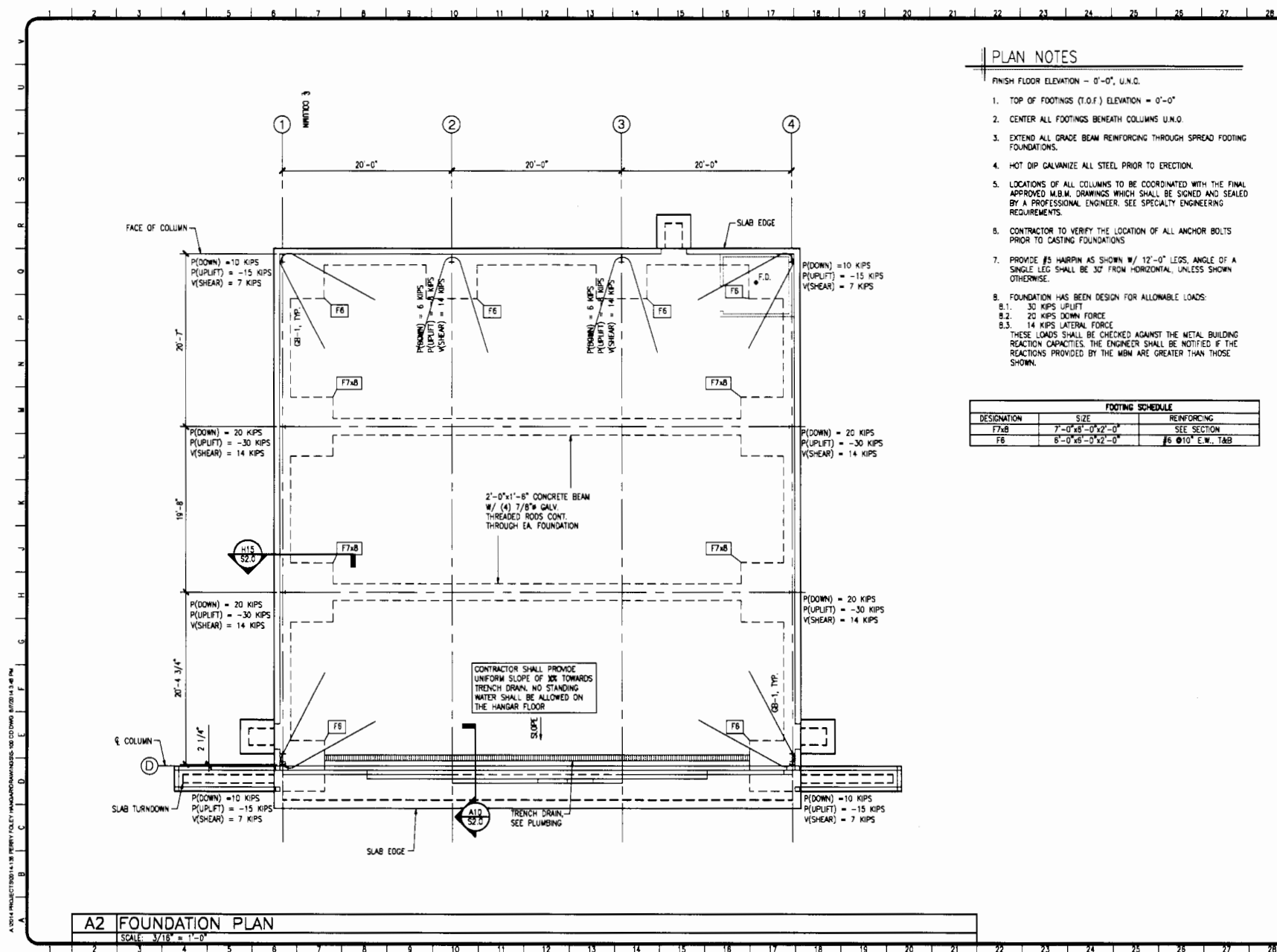
RELEASE FOR BID


DESIGNED BY: DJM  
DRAWN BY: WEH  
CHECKED BY: DJM  
APPROVED BY: VCL  
DATE: AUGUST 2014

AVCON PROJECT NO. 2013.146.02


SHEET NUMBER

S0.2





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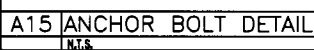
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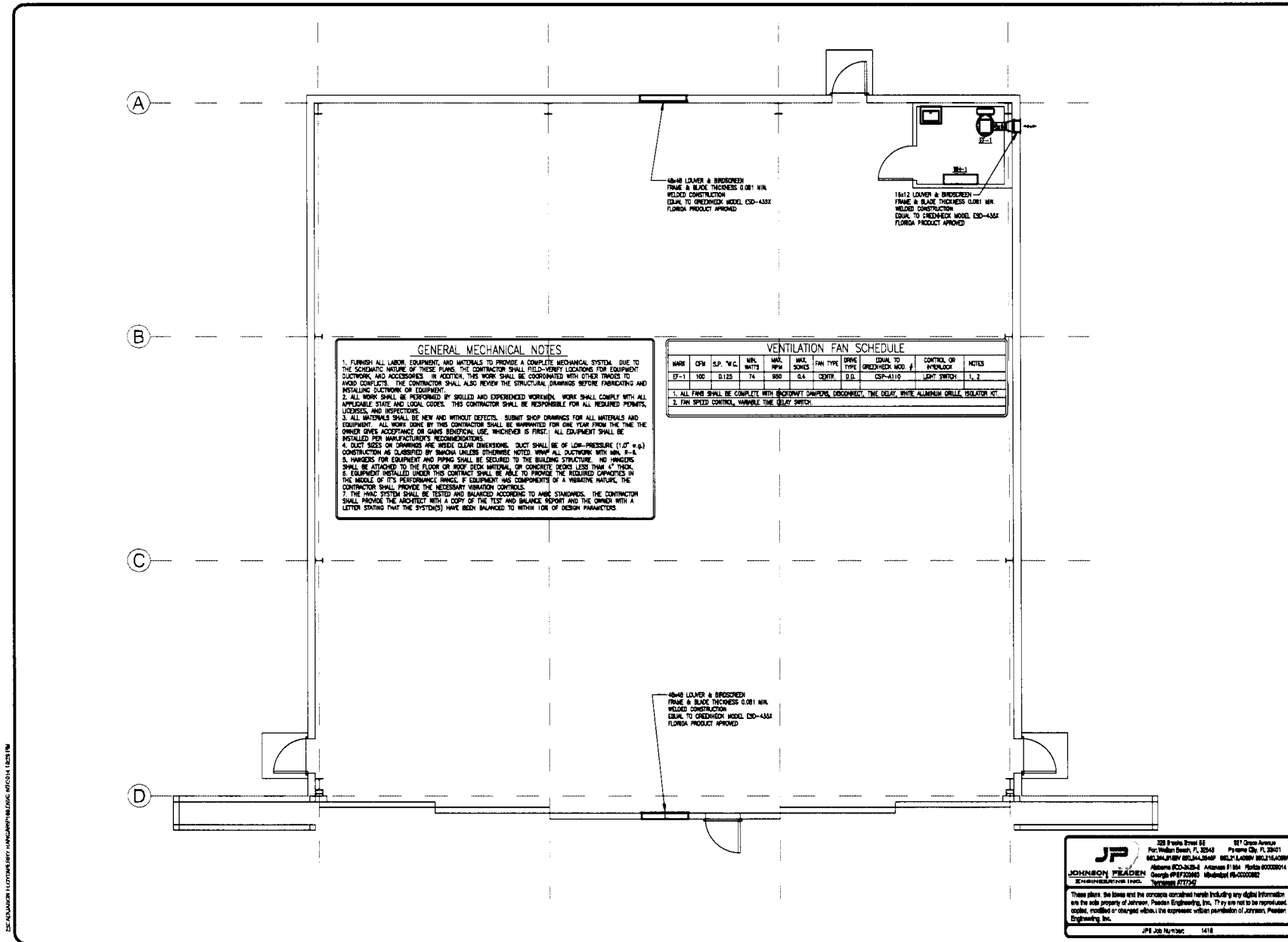
**CORPORATE HANGAR DEVELOPMENT**

**FOUNDATION PLAN**









**AVCON**

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**CORPORATE HANGAR  
DEVELOPMENT**

**MECHANICAL  
PLANS**

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**DRAWN BY:** JDF  
**CHECKED BY:** JDF  
**APPROVED BY:** JDF  
**DATE:** AUGUST 2014

**AVCON PROJECT NO.** 2013.146.02  
**SHEET NUMBER**  
**M1.01**

## ELECTRICAL LEGEND

### CEILING OUTLETS

- "A"  PENDANT MOUNTED HIGH BAY FLUORESCENT FIXTURE MARK "A"  
 "A"  PENDANT MOUNTED HIGH BAY FLUORESCENT FIXTURE MARK "A" PROVIDED WITH EMERGENCY BATTERY BACKUP BALLAST

-  EXHAUST FAN

### WALL OUTLETS

- DUPLEX RECEPTACLE - 20 AMP, 125 VOLT, 2 POLE, 3 WIRE GROUNDING TYPE, NEMA 5-20R, MOUNT 48" A.F.F. UNLESS NOTED OTHERWISE  
 WP • DUPLEX RECEPTACLE - 20 AMP, 125 VOLT, 2 POLE, 3 WIRE GROUNDING TYPE, NEMA 5-20R, MOUNT 18" A.F.F. UNLESS NOTED OTHERWISE; PROVIDE WEATHERPROOF BOX FOR RECEPTACLE  
 • G DUPLEX RECEPTACLE - 20 AMP, 125 VOLT, 2 POLE, 3 WIRE GROUNDING TYPE, NEMA 5-20R, MOUNT 6" ABOVE COUNTER UNLESS NOTED OTHERWISE  
 • QUADRUPLER RECEPTACLE - 20 AMP, 125 VOLT, 2 POLE, 3 WIRE GROUNDING TYPE, NEMA 5-20R, MOUNT 48" A.F.F. UNLESS NOTED OTHERWISE  
 • WALL MOUNTED EXIT LIGHT  
 • WALL MOUNTED FIXTURE  
 • WALL MOUNTED EXTERIOR FIXTURE  
 • SIDEWALL MOUNTED PHOTOCELL CONFIGURE PHOTOCELL SO LIGHTS SHALL TURN ON AT DUSK AND OFF AT DAWN  
 • SURFACE MOUNTED DEVICE

### WALL SWITCHES (UNLESS OTHERWISE NOTED, MOUNT 48" A.F.F.)

- 5 A.C. TYPE, SINGLE POLE, 20 AMP, 120/277 VOLT  
 53 A.C. TYPE, 3-WAY, 20 AMP, 120/277 VOLT  
 54 A.C. TYPE, 4-WAY, 20 AMP, 120/277 VOLT

### BRANCH CIRCUITING

RUN CONCEALED IN CEILING OR WALLS

HOWEVER TO PANEL: ANY CIRCUIT WITHOUT FURTHER IDENTIFICATION INDICATES 2 #12, 1 #12 GROUND - 1/2" G. OR 3 #12, 1 #12 GROUND - 1/2" G. OR 4 #12, 1 #12 GROUND - 1/2" G. ETC. AS PER NEC. LETTERS AND NUMERALS INDICATE PANEL AND CIRCUIT NUMBER.

SURFACE MOUNTED CONDUIT; RUN PARALLEL OR PERPENDICULAR TO BUILDING LINES

### TELEPHONE & TELEVISION

- WALL OUTLET - 4" SQ X 2" DEEP BOX; INSTALL 3/4" CONDUIT WITH 2 CATEGORY B CABLES FROM OUTLET/BOX TO TELEPHONE BACKBOARD UNLESS NOTED OTHERWISE, TERMINATE CABLE TO RJ-45 COVERPLATE WITH TWO (2) DATA JACKS; COIL CABLE AT TELEPHONE BACKBOARD WITH 10' OF SLACK, MOUNT 48" A.F.F. U.N.O.

TBE TELEPHONE BACKBOARD - 3/4" EXTERIOR GRADE PLYWOOD WITH TWO COATS OF TYPE RETARDANT PAINT, SIZE AS SHOWN; INSTALL #6 GROUND TO BACKBOARD AND 10' OF COIL

### PANELS AND POWER

- 120/208 VOLT PANELBOARD  
 • NON-FUSIBLE DISCONNECT SWITCH: XX/YY/ZZ WHERE X INDICATES AMPERAGE, Y INDICATES # OF POLES, AND Z INDICATES NEMA RATING

### MISCELLANEOUS

- A.F.F. ABOVE FINISH FLOOR  
 WP WEATHERPROOF  
 U.N.O. UNLESS NOTED OTHERWISE

ALL FIXTURES CONSIDERED EQUAL TO THE SPECIFIED FIXTURES SHALL BE SUBMITTED TO THE ARCHITECT/ENGINEER 10 DAYS PRIOR TO BID FOR APPROVAL

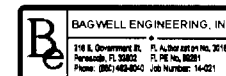
## LIGHTING FIXTURE SCHEDULE

MARK	DESCRIPTION	LAMP		MOUNTING	REMARKS
		No.	TYPE		
PHB	DAYBRITE FBD-4-54HO-UNV-1/4-EB	4	54W TSHD	PENDANT MOUNT 18" A.F.F.	STEEL HOUSING WITH WHITE FINISH, SPECULAR ALUMINUM REFLECTORS, ELECTRONIC BALLAST, UNIVERSAL VOLTAGE
PHBE	DAYBRITE FBD-4-54HO-UNV-1/4-EB-EMLP	4	54W TSHD	PENDANT MOUNT 18" A.F.F.	STEEL HOUSING WITH WHITE FINISH, SPECULAR ALUMINUM REFLECTORS, ELECTRONIC BALLAST, EMERGENCY BATTERY PACK, UNIVERSAL VOLTAGE
FL	CARDCO DF7-W-HFL-150MH-UNV-(FINISH)	1	150W MH	EXTERIOR WALL MOUNT 12" ABOVE GRADE	DE CAST ALUMINUM HOUSING, ELECTRONIC BALLAST, UNIVERSAL VOLTAGE
MB	DAYBRITE AMW-2-17-PWH-UNV-1/2EB	2	F32T8	ABOVE MIRROR	2" LONG FLUORESCENT FIXTURE, BAKED WHITE ENAMEL FINISH, MICRO-PERFORATED LAMP SHIELD, ELECTRONIC BALLAST, UNIVERSAL VOLTAGE
WB	CARDCO 101-MT-280F-UNV-(FINISH)	1	28W CFL	EXTERIOR WALL MOUNT ABOVE DOOR	EXTERIOR WEDGE SOURCE, SEALED HOUSING, ELECTRONIC BALLAST, UNIVERSAL VOLTAGE
X	PHILIPS EXSEL-3-W-R		LED	WALL ABOVE DOOR	DE CAST ALUMINUM EXIT SIGN WITH LED LAMPS, SELF TEST/SELF DIAGNOSTICS, UNIVERSAL END, CEILING OR WALL MOUNT, 120V

\* ALL FINISHES SHALL BE DIRECTED BY ARCHITECT/OWNER PRIOR TO ORDERING LIGHT FIXTURES

## ELECTRICAL GENERAL NOTES

- CONTRACTOR SHALL COORDINATE ALL WORK WITH OTHER TRADES PRIOR TO INSTALLATION. REFER TO MECHANICAL AND PLUMBING DRAWINGS FOR EXACT SIZE AND LOCATION OF EQUIPMENT WHICH IS FURNISHED BY OTHERS AND CONNECTED BY ELECTRICAL.
- RECEPTACLES, SWITCHES AND COVERPLATES COLOR SHALL BE SELECTED BY THE ARCHITECT FROM STANDARD COLORS.
- LOCATION OF LIGHTING FIXTURES, DISCONNECT SWITCHES, ETC. FOR MECHANICAL EQUIPMENT/ROOM SHALL BE COORDINATED WITH FINAL MECHANICAL EQUIPMENT LOCATION TO PROVIDE NATIONAL ELECTRIC CODE REQUIRED ACCESS SPACE.
- FINAL CONNECTION TO ALL MOTORS SHALL BE WITH FLEXIBLE CONDUIT CONNECTION.
- ALL EXIT AND EMERGENCY FIXTURES SHALL BE CONNECTED TO LIGHT CIRCUIT AHEAD OF LOCAL SWITCH.
- ALL PANELBOARDS, BACKBOARDS, TERMINAL CABINETS, ETC. SHALL HAVE CUSTOM ENGRAVED MICA TAG NAMEPLATE AFFIXED IDENTIFYING SYSTEM.
- GENERAL CONTRACTOR SHALL FIELD-VERIFY ALL EXISTING CONDITIONS PRIOR TO BEGINNING ANY WORK, AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT OF ANY DISCREPANCIES. FAILURE TO DO SO INDICATES THAT THE CONTRACTOR ACCEPTS THE CONDITIONS AS THEY EXIST, AND SHALL PERFORM THE WORK REQUIRED AS SHOWN AND SPECIFIED.
- THE ELECTRICAL CONTRACTOR SHALL OBTAIN AND REVIEW THE MECHANICAL AND SPECIAL EQUIPMENT SUBMITTALS PRIOR TO SUBMITTING THE ELECTRICAL SUBMITTALS. ANY ELECTRICAL EQUIPMENT, CONDUIT, AND WIRE SIZE CHANGES RESULTING FROM THIS REVIEW SHALL ALSO BE SUBMITTED FOR APPROVAL.
- COMPLY WITH ALL LOCAL CODE, LAWS, AND ORDINANCES APPLICABLE TO ELECTRICAL WORK, THE STATE BUILDING CODE AND THE NATIONAL ELECTRIC CODE. OBTAIN ALL PERMITS REQUIRED BY LOCAL ORDINANCES.
- OBTAIN ARCHITECTS/OWNER APPROVAL OF ALL LIGHT FIXTURES, SWITCHES, RECEPTACLES, PANELBOARDS, ETC. PRIOR TO PURCHASING.
- FURNISH ALL EQUIPMENT AND LABOR, PERFORM ALL LABOR WITH SUPERVISION, BEAR ALL EXPENSES, AS NECESSARY FOR THE SATISFACTORY COMPLETION OF ALL WORK READY FOR OPERATION.
- ELECTRICAL CONTRACTOR SHALL COORDINATE WITH ALL UTILITIES FOR ASSOCIATED FEES AND EXACT SERVICE ENTRANCE LOCATIONS. ALL FEES SHALL BE INCLUDED IN ELECTRICAL BID.
- THE ELECTRICAL WORK SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER. ALL NOT SO INSTALLED SHALL BE REMOVED AND REPLACED AT NO COST TO THE OWNER.
- ALL WORK SHALL BE INSTALLED IN CONCEALED TYPE CONSTRUCTION. UNDERGROUND CONDUITS UP TO FIRST BOX IN CONCEALED CONSTRUCTION MAY BE SCH.40 P.V.C. EXTERIOR EXPOSED WORK SHALL BE I.L.C. BRANCH CIRCUIT CONDUIT RUN IN OPEN SPACES ABOVE CEILING OR IN WALLS MAY BE THINWALL (E.M.T.) CONDUIT 1/2" MIN. SIZE.
- ALL CONDUCTORS LESS THAN 100A SHALL BE COPPER. #12 & #10 SOLID, #6 AND LARGER STRANDED, #6 AND SMALLER TO BE TYPE TW, 900 VOLT INSULATION AND TYPE THW FOR #4 AND LARGER.
- PROVIDE GROUNDING PER NATIONAL ELECTRIC CODE.
- THE CONTRACTOR SHALL LEAVE THE ENTIRE ELECTRICAL SYSTEM INSTALLED IN PROPER WORKING ORDER, AND SHALL REPLACE WITHOUT ADDITIONAL COST, ALL WORK OR MATERIAL WHICH MAY DEVELOP DEFECTS, (ORDINARY WEAR AND TEAR OR DAMAGE RESULTING FROM IMPROPER HANDLING EXCEPTED) WITHIN A PERIOD OF ONE(1) YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE OWNER.
- EQUIPMENT GROUNDING CONDUCTOR SHALL BE PULLED IN ALL BRANCH CIRCUIT WIRING. CONDUIT GROUND SHALL NOT BE ACCEPTABLE.
- OUTLET BOXES IN RATED PARTITIONS SHALL BE INSTALLED IN ACCORDANCE WITH UL REQUIREMENTS. WHERE UL REQUIREMENTS FOR SEPARATION CANNOT BE MAINTAINED, FOR PROPER OUTLET PLACEMENT CONTRACTOR SHALL INSTALL "WALL OPENING PROTECTIVE MATERIALS" (OLW) (PUTTY PADS)
- BACK TO BACK OUTLETS WILL NOT BE ALLOWED. PROVIDE A MINIMUM HORIZONTAL SEPARATION OF 2" BETWEEN BOXES.
- EQUIPMENT UNDER OTHER SECTIONS - THE ELECTRICAL CONTRACTOR SHALL COORDINATE WITH THE OTHER DISCIPLINES PRIOR TO BIDDING. ALL PUMPS, CONTROLS, EQUIPMENT, ETC. SHALL BE COORDINATED FOR CONDUIT, WIRING, AND CIRCUITING. THE ELECTRICAL DRAWINGS ARE ONLY ONE AREA IN THE TOTAL SET OF DOCUMENTS WHERE EQUIPMENT IS MENTIONED. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR LOOKING THROUGH THE ENTIRE SET OF DRAWINGS AND COORDINATING. ANY DISCREPANCIES SHALL BE SUBMITTED TO THE ARCHITECT/ENGINEER PRIOR TO BID.



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CORPORATE HANGAR  
 DEVELOPMENT

ELECTRICAL LEGEND,  
 NOTES, SCHEDULES

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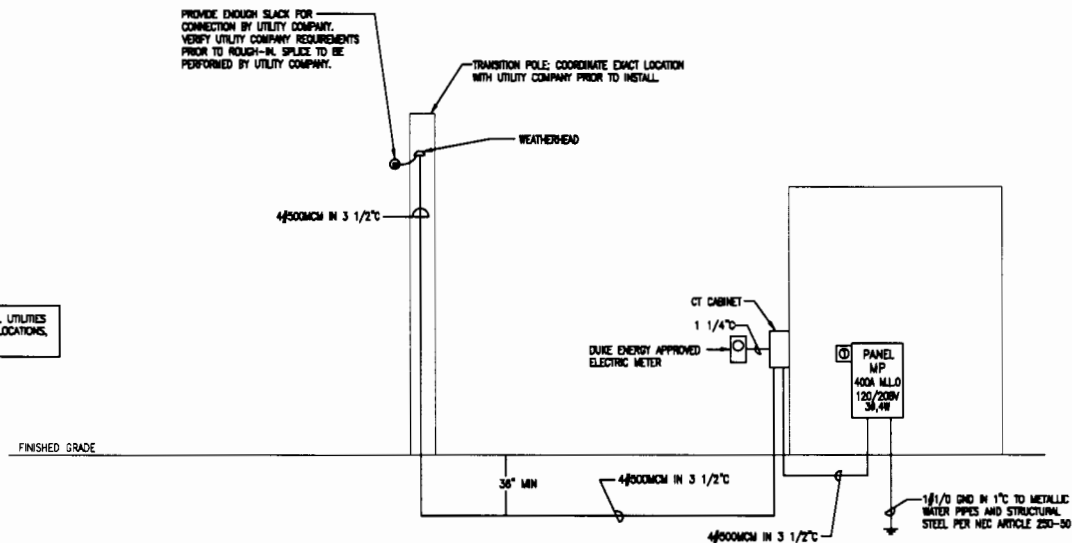
RELEASE FOR BID

DESIGNED BY: DMB  
 DRAWN BY: DCC  
 CHECKED BY: DLM  
 APPROVED BY: DMB  
 DATE: AUGUST 2014

AVCON PROJECT NO. 2013.148.02

E1.0

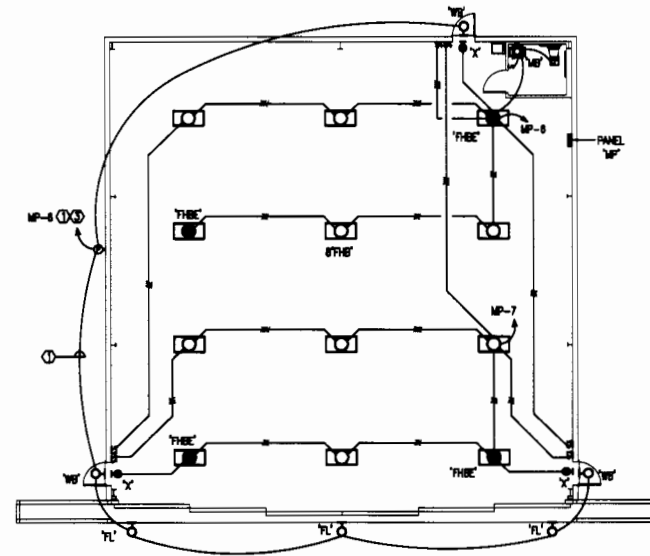
PRIOR TO SUBMITTING BID, ELECTRICAL CONTRACTOR SHALL COORDINATE WITH ALL UTILITIES (POWER, TELEPHONE, AND CATV) FOR EXACT SERVICE REQUIREMENTS, SERVICE LOCATIONS, AND ASSOCIATED FEES. ALL FEES SHALL BE INCLUDED IN BID.



POWER RISER DIAGRAM KEYNOTES:  
 ① SURGE SUPPRESSOR EQUAL TO ADVANCED PROTECTION TECHNOLOGIES #TE/TC  
 INSTALL PER MANUFACTURER'S RECOMMENDATIONS

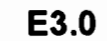
POWER RISER DIAGRAM  
 NOT TO SCALE

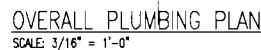
120/208 VOLT 3ø 4W 400 AMP MAIN BREAKER		CIRCUIT BREAKER PANEL SCHEDULE PANEL MP									SURFACE MOUNTED NEMA 1 ENCLOSURE	
CKT	LOAD DESCRIPTION	BREAKER POLE/AMP	KVA/PHASE			KVA/PHASE			BREAKER AMP/POLE	LOAD DESCRIPTION	CKT	
			A	B	C	A	B	C				
1	WH WEST WALL	20	0.72			0.54			20	WH NORTH WALL	2	
2	WH WESTROOM	20		0.18			0.36		20	WH TELEPHONE BACK BOARD	3	
3	WH EAST WALL	20			0.72			0.36	20	WH HANGAR NORTH	4	
4	WH HANGAR SOUTH	20	1.2					0.5	20	WH EXTERIOR LIGHTS	5	
5	SPACE	20							20	SPACE	6	
6	SPACE	20							20	SPACE	7	
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163	DOOR MOTOR	3	0.0						3	DOOR MOTOR		



NEW WORK LIGHTING PLAN  
SCALE: 1/8" = 1'-0"

- B** BAGWELL ENGINEERING, INC.  
218 E. Government St.  
Pensacola, FL 32502  
Phone: (904) 462-8040





1. FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO PROVIDE A COMPLETE PUMPING SYSTEM THIS INCLUDES, BUT IS NOT LIMITED TO: WATER PUMP, WASTE AND VENT PIPING, AND ALL NECESSARY VALVES, FITTINGS, AND ACCESSORIES.

2. ALL WORK SHALL BE PERFORMED BY SKILLED AND EXPERIENCED WORKMEN. WORK SHALL COMPLY WITH ALL APPLICABLE STATE AND LOCAL CODES. THIS CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED PERMITS AND INSURANCE.

3. BEFORE-HAND SHALL BE DRAWN FROM ARCHITECTURAL DRAWINGS AND FIELD VERIFICATION. NOT FROM PUMPING CONTRACTOR'S OWN DESIGN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR CHOICE OF ALL ELEVATIONS, GRADES, AND INVERTS BEFORE THE START OF CONSTRUCTION. IF ANY DISCREPANCIES ARE FOUND, NOTIFY THE ARCHITECT IMMEDIATELY.

4. THIS CONTRACTOR SHALL COMPLY WITH ALL WORK WITH THE ELECTRICAL AND MECHANICAL CONTRACTORS TO AVOID CONFLICTS WITH OTHER TRADES. MAKE ADJUSTMENTS AS NECESSARY FROM THE WORK SHOWN ON THE DRAWINGS.

5. IF ANY CONNECTIONS REQUIRE INTERRUPTION OF EXISTING SERVICES, ALL PRELIMINARY WORK SHALL BE COMPLETED FIRST TO MINIMIZE THIS. WHERE POSSIBLE, PROVIDE TEMPORARY CONNECTIONS TO MAINTAIN UTILITY SERVICE.

6. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND WITHOUT DEFECTS. SUBMIT SHOP DRAWINGS FOR ALL EQUIPMENT AND MATERIALS. ALL WORK DONE BY THIS CONTRACTOR SHALL BE GUARANTEED FOR ONE YEAR AFTER COMPLETION OF THE PROJECT.

7. ALL SANITARY AND VENT LINES SHALL BE JULIESTOCK CAST IRON PIPE CSD 30 IN. STANDARD WEIGHT WITH SPIROR GASKETS FOR COUPLING. JULIESTOCK CAST IRON JOINTS TO BE COTE-30 STAINLESS STEEL. ALL OTHER LINES ONE INCH AND UNDER SHALL BE GALVANIZED STEEL PIPE CSD 30 IN. STANDARD WEIGHT FITTINGS CONFORMING TO ASTM D 2838 WHERE ALLOWED BY CODE.

8. NO RED PENTHOLES SHALL BE FUSED AND MADE WATER-TIGHT IN A MANNER APPROVED BY THE ARCHITECT. ALL RED PENTHOLES SHALL BE REPAIRED WITH A WATER-PROOFING MEMBRANE. PROVIDE CLOSURE HEADS WHERE INDICATED ON PLANS AND AS NECESSARY TO COMPLY WITH THE STANDARD REQUIREMENTS OF ALL APPLICABLE CODES.

9. INSULATE ALL DOMESTIC WATER PIPING ABOVE GROUND WITH 3/4" THICK FLEXIBLE CLOSED-CELL POLYETHYLENE INSULATION. SPLIT JOINTS AND SEAMS AND INSULATE FITTINGS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

11. HANGERS FOR EQUIPMENT AND PIPING SHALL BE SECURED TO THE BUILDING STRUCTURE, NOT HANGERS FROM THE EXISTING STRUCTURE.

12. INSTALL SHOCK ABSORBERS VERTICALLY AT EACH FURNACE. ORFITS AS NEESZES TO CAUSE A MINIMUM HANGING OF 18". ALL SHOCK ABSORBERS SHALL BE A MINIMUM OF ONE PIPE SIZE LARGER THAN THE PIPE BEING SHOCKED.

13. PROVIDE CHROME PLATE FLANGES EXCEPTED PLATING ON ALL PENETRATIONS OF WALLS, FLOORS OR CEILING. PROVIDE CHROME PLATE FLANGES ON ALL PENETRATIONS OF WALLS, FLOORS OR CEILING. LEAK TEST WATER PIPING FOR NOT LESS THAN 60 MINUTES AT 100 PSI. FILL SANITARY SEWER SYSTEM TO A MINIMUM HEIGHT OF 10 FEET AND LEAK TEST FOR AT LEAST 30 MINUTES WITHOUT LEAKAGE. LEAK TEST VENT LINES WITH AIR. TEST ALL VENT LINES FOR LEAKS WITH AIR. LEAK TEST ALL LINES WITH WATER UNTIL ALL EXTERNAL DIRT AND MUD HAVE BEEN REMOVED AND STABILIZED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. ON HYDROLOGICAL CONFORMING TO FED. SPEC. C-2011A, OR FED. SPEC. C-2011A-2-03-0000. THE DRAINAGE CONTRACT SHALL PROVIDE A MINIMUM DRAINAGE OF 0.01 IN/PI. ALL WORK SHALL BE RETAINED IN THE SYSTEM FOR 90 IN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. REDUCED TO LESS THAN 1.0 IN/PI. HAVE THREE STATE-APPROVED INDEPENDENT TESTING FACILITIES TAKE SAMPLES AND ANALYZE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE, AND IF NECESSARY, CORRECT BEFORE THE BUILDING MAY BE ACCEPTED.

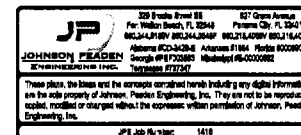


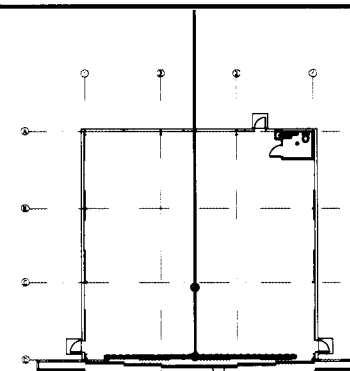
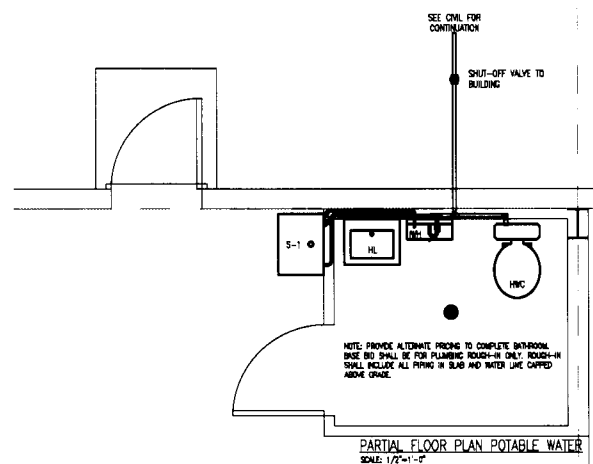
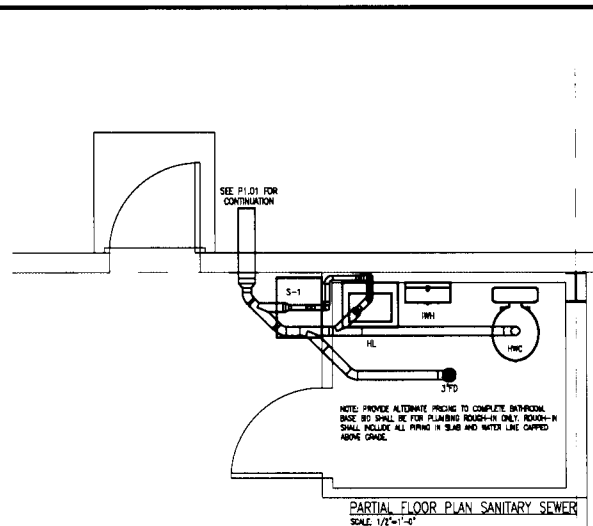
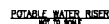
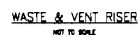
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[illegible]

DESIGNED BY: JDF  
DRAWN BY: JDF  
CHECKED BY: JDF  
APPROVED BY: JDF  
DATE: AUGUST 2014

**SHEET NUMBER**  
**P1.01**















KEY PLAN  
NOT TO SCALE


PLUMBING FIXTURE SCHEDULE				
MARK	FIXTURE	SANITARY	C.W.	H.W.
WMC	WATER CLOSET, FLOOR, TANK TYPE, ADA COMPLANT	3"	1/2"	-
HL	LAUNDRY, WALL MOUNTED, CONCEALED ARM CARRIER, ADA COMPLANT	1 1/4"	1/2"	1/2"
S	SINGLE COMPONENT UTILITY SINK, LEAD MOUNTED	1 1/2"	1/2"	1/2"
FD	FLOOR DRAIN WITH TRAP PRIMER	3"	-	-
WH	INSTANTANEOUS WATER HEATER, 8.0 M, 0.35 GPM ACTIVATION, 447 TRAP RISE AT 1.25 GPM, 1/2" COPOLYMER E-80/28, 38 AMP BKR MAX. LEAVING WATER TEMPERATURE OF 104°F.	-	-	-
		TRAP	3/4"	3/4"

**PLUMBING LEGEND**

	SOIL OR WASTE LINE
	VENT
	COLD WATER (CW)
	HOT WATER (HW)
	STORM WATER PIPING (SD)
	GATE VALVE
	FLOOR DRAINOUT
	SHOCK ABSORBER
	VENT THRU ROOF




---



**AVCON, INC.**  
ENGINEERS & PLANNERS  
205 BAYSHORE DRIVE, SUITE A - HESSELDE, FL 32909-0400  
OFFICIAL ENGINEERING FIRM FOR FLORIDA  
COMPANYS CERTIFICATE OF AUTHORIZATION NUMBER: 0000000000000000  
[www.avconinc.com](http://www.avconinc.com)

---

jdf+  
architecture

JDF ARCHITECTURE LLC  
3614 PALM BLVD  
MIAMI, FL 33133  
[www.jdfarchitect.com](http://www.jdfarchitect.com)

**PERRY - FOLEY AIRPORT**

## CORPORATE HANGAR DEVELOPMENT

## PLUMBING PLANS

ATTENTION

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[illegible]

**RELEASE FOR BID**

DESIGNED BY: JDF  
DRAWN BY: JDF  
CHECKED BY: JDF  
APPROVED BY: JDF  
DATE: AUGUST 2014

AVCON PROJECT NO. 2013.148.02

**SHEET NUMBER**

### P1.02

**RELEASE FOR BID DOCUMENTS AND SPECIFICATIONS**

**for**

# **CORPORATE HANGAR DEVELOPMENT**

**at**

**Perry Foley Airport  
Perry, Florida**

**Prepared for:**

**Taylor County,  
Board of County Commissioners**



**Prepared by:**



**AVCON, INC.**

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

**AVCON PROJECT #:  
2013.148.02**

**February 2015**

Contract Work Hours and Safety Standards Act (CWHSSA), Title VI of the Civil Rights Act of 1964 and Executive Order 11246.

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

A non-mandatory Pre-Bid Conference will be conducted at the Terminal Building of the Perry Foley Airport at 511 Industrial Park Drive, Perry, Florida 32348 on Wednesday, March 11, 2015 at 11:00 a.m. local time (EDT). Questions relating to the Project Documents will be answered at that time. Attendance by prospective prime contractors is strongly recommended.

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

**OWNER'S CONTACT:**

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

**ENGINEER'S CONTACT:**

John Collins, P.E.  
Project Manager  
**AVCON, INC.**  
320 Bayshore Drive, Suite "A"  
Niceville, Florida 32578  
Tel: 850-678-0050  
Fax: 850-678-0040

All bids should be addressed as follows:

**BID ENCLOSED: CORPORATE HANGAR DEVELOPMENT  
PERRY FOLEY AIRPORT**

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

By:  
**Taylor County Board of County Commissioners**

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

\_\_\_\_\_  
Date

Title: \_\_\_\_\_



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### MISCELLANEOUS DOCUMENTATION

Geotechnical Report

# **FRONT END DOCUMENTS**



**BID DOCUMENTS & SPECIFICATIONS**  
CORPORATE HANGAR DEVELOPMENT  
PERRY FOLEY AIRPORT—PERRY, FL

## INSTRUCTIONS TO BIDDERS

### PROJECT IDENTIFICATION:

a) Project Title:

**CORPORATE HANGAR DEVELOPMENT**

b) Owner:

**TAYLOR COUNTY**

c) Engineer:

**AVCON, INC.**

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## **1. Defined Terms.**

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

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

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

## **2. Copies of Bidding Documents.**

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

## **3. Qualifications of Bidders.**

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

## **4. Examination of Documents and Site.**

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

- 4.1.4 To study and carefully correlate Bidder's knowledge and observations with these Bid Documents and such other related data; and
  - 4.1.5 To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between these Bid Documents and such other related documents.
  - 4.2 Reference is made to the Supplementary Conditions for identification of:
    - 4.2.1 Those reports of explorations and tests of subsurface conditions at or contiguous to the site which have been utilized by Engineer in preparation of these Bid Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such reports but not upon other data, interpretations, opinions or information contained in such reports or otherwise relating to the subsurface conditions at the site, nor upon the completeness thereof for the purposes of bidding or construction.
    - 4.2.2 Those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by Engineer in preparation of these Bid Documents. Bidder may rely upon the general accuracy of the "technical data" contained in such drawings but not upon other data, interpretations, opinions, or information shown or indicated in such drawings or otherwise relating to such structures, nor upon the completeness thereof for the purposes of bidding or construction.
- Copies of such reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Bid Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.2 of the General Conditions and has been identified and established in Article 4 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion drawn from any "technical data" or any such data, interpretations, opinions, or information.
- 4.3 Information and data shown or indicated in these Bid Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to Owner and Engineer by Owners of such Underground Facilities or others, and the Owner and Engineer do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
  - 4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in these Bid Documents due to differing or unanticipated conditions appear in Paragraphs 4.2 and 4.3 of the General Conditions.
  - 4.5 Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contact Documents.
  - 4.6 On request, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
  - 4.7 Reference is made to the Supplementary Conditions for the identification of the general nature of work that is to be performed at the site by Owner or others (such as utilities and other prime

contractors) that relates to the work for which a Bid is to be submitted. On request, Owner will provide to each Bidder for examination access to or copies of appropriate documents (other than portions thereof related to price) for such work.

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

## **5. Availability of Lands for Work, Etc.**

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

## **6. Interpretations and Addenda.**

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

## **7. Bid Security.**

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

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

or

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

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

**8. Contract Times.**

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

**9. Substitute and "Or-Equal" Items.**

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

**10. Subcontractors, Suppliers, and Others**

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

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

**11. Bid Form.**

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

**12. Submission of Bids.**

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

**13. Modification and Withdrawal of Bids.**

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



**14. Opening of Bids.**

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

**15. Bids to Remain Subject to Acceptance.**

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

**16. Disqualification of Bidders**

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

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

**17. Award of Contract.**

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

- 17.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner also may consider the operating costs, maintenance requirements, performance data and guarantees of major item of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 17.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Bid Documents to Owner's satisfaction within the prescribed time.
- 17.5 The Owner in its absolute discretion may reject any bid of a bidder that has failed, in the opinion of the Owner, to complete or perform an Owner-contracted project in a timely fashion, and emphasizes this condition to potential bidders.
- 17.6 If a contract is to be awarded, it will be awarded to lowest responsive, responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.
- 17.7 *The Basis of Award shall be based on the lowest Total Base Bid or the Total Bid Amount as finally determined by the Owner based on grant funding. The Owner reserves the right to award the Base Bid or the Base Bid and Additive Alternate No. 1.*
- 17.8 *In the event the construction bids exceed the funding capacity of the Owner, the Owner reserves the right to reject any and all bids.*
- 17.10 *The Owner's sole determination shall be binding.*

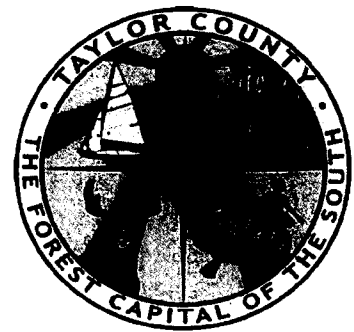
**18. Pre-Bid Conference.**

A non-mandatory Pre-Bid Conference will be conducted at the Terminal Building of the Perry Foley Airport at 511 Industrial Park Drive, Perry, Florida 32348 on Wednesday, March 11, 2015 at 11:00 a.m. local time (EDT). Participation is strongly encouraged. Engineer will transmit to all plan holders of record such Addenda as Engineer considers necessary in response to written questions received no later than seven (7) days prior to the Bid Opening date. Oral statements may not be relied upon and will not be binding or legally effective.

**19. Sales and Use Taxes.**

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

# BID DOCUMENTS



## BID DOCUMENTS & SPECIFICATIONS CORPORATE HANGAR DEVELOPMENT PERRY FOLEY AIRPORT—PERRY, FL

**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.: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Date: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Date: \_\_\_\_\_

- (b) Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work.
- (c) Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- (d) Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. Bidder accepts the determination set forth in Article 4 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in paragraph 4.2 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or 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.

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

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

SUBMITTED on \_\_\_\_\_, 20\_\_

State Contractor License No. \_\_\_\_\_

If Bidder is:

An Individual

By \_\_\_\_\_ (SEAL)  
(Individual's Name)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

A Partnership

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_ (General Partner)

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

A Corporation

By \_\_\_\_\_ (SEAL)  
(Corporation Name)

\_\_\_\_\_ (State of Incorporation)

By \_\_\_\_\_ (SEAL)  
(Name of person authorized to sign)

\_\_\_\_\_ (Title)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Date of Qualification to do business is \_\_\_\_\_

A Joint Venture

By \_\_\_\_\_ (SEAL)  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_ (SEAL)  
(Name)

\_\_\_\_\_  
(Address)

Phone Number and Address for receipt of official communications

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

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



**BID SCHEDULE - UNIT PRICES**  
(This is a Unit Price Contract)

**BIDDER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**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 _____ dollars and _____ cents	LS	1		
2	102-1	Maintenance of Traffic _____ dollars and _____ cents	LS	1		
3	104-1	Prevention, Control, and Abatement of Erosion and Water Pollution _____ dollars and _____ cents	LS	1		
4	110-1	Miscellaneous Demolition _____ dollars and _____ cents	LS	1		
5	110-2	Stripping and Stockpiling _____ dollars and _____ cents	LS	1		
6	110-3	Clearing and Grubbing _____ dollars and _____ cents	LS	1		

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 _____ dollars and _____ cents	LS	1		
8	120-2	Subgrade Preparation _____ dollars and _____ cents	SY	105		
9	204-1	Graded Aggregate Base (8") _____ dollars and _____ cents	SY	95		
10	346-1	PCC Pavement, 6" _____ dollars and _____ cents	SY	85		
11	430-1	12" ADS Pipe _____ dollars and _____ cents	LF	208		
12	430-2	6" ADS Pipe _____ dollars and _____ cents	LF	20		
13	430-3	12" Mitered End Section _____ dollars and _____ cents	EA	1		
14	522-1	5-ft Wide Concrete Sidewalk _____ dollars and _____ cents	SY	37		
15	530-1	Riprap (Rubble) (18" Depth) _____ dollars and _____ cents	SY	X		

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 _____ dollars and _____ cents	SY	2,100		
17	02730-1	4" Sanitary Sewer Piping and Oil/Water Separator _____ dollars and _____ cents	LS	1		
18	F-162-1	7' High Chain-Link Fence w/Additional 1' Barbed Wire Attachment _____ dollars and _____ cents	LF	60		
19	F-162-2	4' Pedestrian Gate with Cypher Lock, Complete _____ dollars and _____ cents	EA	1		
20	SP-8-1	Duke Energy Allowance _____ dollars and _____ cents	AL	1		
21	SP-9-1	Concrete Spillway _____ dollars and _____ cents	LS	1		
22	H-1 <sup>1</sup>	Hangar Building, Complete _____ dollars and _____ cents	LS	1		

<sup>1</sup> Payment shall be made at the contract lump sum price for Hangar Building, Complete. This price shall be full compensation for:

- a. furnishing all materials in accordance with the architectural (A), structural (S), mechanical (M), electrical (E), and plumbing (P) drawings, and applicable specifications; and
- b. all preparation, erection, and installation of all hangar building improvements specified in the contract documents, including but not limited to:

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 pumping 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): \_\_\_\_\_

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents

(\$ \_\_\_\_\_)

(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**

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
23	101-1	Mobilization  _____ dollars and _____ cents	LS	1		
24	104-1	Prevention, Control, and Abatement of Erosion and Water Pollution  _____ dollars and _____ cents	LS	1		

Bid Item No.	Item No.	Item Description & Unit Price Bid In Words	Unit	Estimated Quantity	Unit Price	Total Amount/ Item
25	02660-1	2" Water Service Lateral with Water Meter and RPZ _____ dollars and _____ cents	LS	1		
26	02660-2	FDOT 556 Directional Drill _____ dollars and _____ cents	EA	2		
27	02730-2	E-One Grinder Pump Station, Simplex, Alarm System, Wireless _____ dollars and _____ cents	LS	1		
28	02730-3	1.25" HDPE Sanitary Force Main _____ dollars and _____ cents	LF	X		
29	02730-4	Modify Existing Gravity Sanitary Sewer Manhole _____ dollars and _____ cents	LS	1		
30	H-2 <sup>2</sup>	Hangar Restrooms, Complete _____ dollars and _____ cents	LS	1		

- 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):** \_\_\_\_\_

\_\_\_\_\_ Dollars and \_\_\_\_\_ cents

(\$ \_\_\_\_\_)  
(amount in numbers)

Note: Total Additive Alternate No. 1 amount shall equal the total amount for Bid Item No. 23 through 30.

**BID SUMMARY (amount in numbers)**

(A) TOTAL BASE BID: \$ \_\_\_\_\_

(B) ADDITIVE ALTERNATE NO. 1: \$ \_\_\_\_\_

(C) TOTAL BID AMOUNT\*: \$ \_\_\_\_\_

*\* 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
(Federal ID No. or SS No.)

**BID AFFIDAVIT**

The following affidavit must be executed in order that your quotation may be considered.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ 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.

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[date]

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

**PERSONALLY APPEARED BEFORE ME**, the undersigned authority,

*[name of individual signing]*

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

**BID BOND**

**BIDDER** (*Name and Address*):

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

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

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

**OWNER** (*Name and Address*):

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

**BID:**

BID DUE DATE: \_\_\_\_\_

PROJECT (*Brief Description Including Location*): 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**

**SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal

\_\_\_\_\_  
Surety's Name and Corporate Seal

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

Signature and Title

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

Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_

Signature and Title

Attest: \_\_\_\_\_

Signature and Title

**Note:** (1) Above addresses are to be used for giving required notice.



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

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.

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?
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.
3. List projects presently under construction by your firm the dollar volume of the contract and the percentage completion of the contract.
4. Have you ever failed to complete work awarded to you; if so, state where and why.

5. Do you plan to sublet any part of this work? If so, give details.
  
  
  
  
  
  
  
  
  
  
6. What equipment do you own that is available for this work?
  
  
  
  
  
  
  
  
  
  
7. What equipment do you plan to rent or purchase for this work?
  
  
  
  
  
  
  
  
  
  
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).
  
  
  
  
  
  
  
  
  
  
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.

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.

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 \_\_\_\_\_

(a) The business is a \_\_\_\_\_

(b) The address of principal place of business is:

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

- (c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

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

**FORM OF NONCOLLUSION AFFIDAVIT**

(This Affidavit is Part of Bid)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn,  
deposes and says that he/she is \_\_\_\_\_  
(sole owner, a partner, president, secretary, etc.) of \_\_\_\_\_

\_\_\_\_\_ 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.

\_\_\_\_\_(Bidder)

Sworn to and subscribed before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_.

Notary Public in and for

\_\_\_\_\_ County,

\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_, 20\_\_.

## **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.

\_\_\_\_\_  
(Name of Bidder)

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

### 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: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_  
(Typed or Printed)

TITLE: \_\_\_\_\_

## 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.

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Authorized Signature - Manual

\_\_\_\_\_  
Physical Address

\_\_\_\_\_  
Authorized Name - Typed

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
FAX Number

\_\_\_\_\_  
Cellular Number

\_\_\_\_\_  
After-Hours Number(s)

\_\_\_\_\_  
Date



**WORKER'S COMPENSATION AFFIDAVIT**

State of \_\_\_\_\_

County of \_\_\_\_\_

SS: \_\_\_\_\_

of \_\_\_\_\_

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: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

Notary Public

**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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

\_\_\_\_\_  
(Name of Bidder)

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**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 \_\_\_\_\_  
[print name of public entity]  
  
by \_\_\_\_\_  
[print individuals name and title]  
  
for \_\_\_\_\_  
[print name of entity submitting sworn statement]  
  
whose business is \_\_\_\_\_ and (if applicable) its  
Federal Employer Identification Number (FEIN) is \_\_\_\_\_. (If the entity has no FEIN,  
include the Social Security Number of the individual signing this sworn statement:\_\_\_\_\_.)
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

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]**

**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.**

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[date]

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

**PERSONALLY APPEARED BEFORE ME**, the undersigned authority,

*[name of individual signing]*

who, after first being sworn by me, affixed his/her signature in the space provided above on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

## 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:

**DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

**MBE's**

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

**WBE's**

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

**OSE's**

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

<b>Total Dollar Value of Subcontract Work</b>	_____
<b>Total Dollar Value of Basic Bid</b>	_____
<b>Total DBE Percent</b>	_____ %

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

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

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

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

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

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



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

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

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

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

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

---

**DBE CERTIFICATE OF COMPLIANCE FORM**

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

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

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

---

Bidder's Signature

---

Date

---

Title

---

Notary Public

## INSURANCE COMPLIANCE

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

### **CONTRACTOR**

I certify that the insurance requirements have been reviewed.

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Representative

Name \_\_\_\_\_

Title \_\_\_\_\_

Phone Number \_\_\_\_\_

### **INSURANCE COMPANY**

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

Company Name \_\_\_\_\_

Address \_\_\_\_\_

Representative

Name \_\_\_\_\_

Title \_\_\_\_\_

Phone Number \_\_\_\_\_

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_ who signed the bond on behalf of the Principal, was then \_\_\_\_\_ 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 \_\_\_\_\_ to me well known, who being my first duly sworn upon oath, says that he/she is the Attorney-in-Fact, for the \_\_\_\_\_ and that he has been authorized by \_\_\_\_\_ 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 \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, 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:  
\_\_\_\_\_

# **CONTRACT DOCUMENTS**



**BID DOCUMENTS & SPECIFICATIONS**  
**CORPORATE HANGAR DEVELOPMENT**  
**PERRY FOLEY AIRPORT—PERRY, FL**

## STANDARD FORM OF AGREEMENT

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

### Article 1. WORK.

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

**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 Base Bid work shall be substantially complete within 120 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.3 of the General Conditions. The Base Bid Work shall 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 Times commence to run. If Additive Alternate No. 1 is awarded, an additional 20 days shall be added to the substantial and final completion schedules.

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

that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amount specified in Paragraph 3.3 for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner the amount specified in Paragraph 3.3 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

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

#### **Article 4. CONTRACT PRICE.**

*This is a unit price contract.* Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Schedule submitted in the Bid Form. The cost of this project is \$ \_\_\_\_\_ as per the attached Contractor bid.

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

#### **Article 5. PAYMENT PROCEDURES**

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

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

- 5.1.1 Prior to Substantial completion, payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or Owner may withhold, in accordance with paragraph 14.7 of the General Conditions.

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

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

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

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

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

## **Article 6. CONTRACTOR'S REPRESENTATIONS.**

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

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

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

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

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

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

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

6.7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that



Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

**Article 7. CONTRACT DOCUMENTS**

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

- 7.1 This Agreement (pages A-1 to A-6, inclusive)
- 7.2 Performance, Payment, and other Bonds
- 7.3 Notice to Proceed
- 7.4 General Conditions (pages GC-1 to GC-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 \_\_\_\_ through \_\_\_\_, inclusive, with each sheet bearing the following general title:

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

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

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

There are 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 \_\_\_\_\_, 20\_\_\_\_ (which is the Effective Date of the Agreement).

**OWNER:**

TAYLOR COUNTY BOARD OF  
COUNTY COMMISSIONERS

**CONTRACTOR**

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

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

ATTEST

Signed: \_\_\_\_\_

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

Address for giving notices:

Melody Cox, Grants Administrator

Taylor County

201 East Green Street

Perry, Foley 32347

ATTEST

Signed: \_\_\_\_\_

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

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## PERFORMANCE BOND

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

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

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, 20 12, 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 "\_\_\_\_\_" and Financial Category of "Class \_\_\_\_\_."

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

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

By:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Address  
\_\_\_\_\_

SEAL:

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Surety

SEAL:

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Address

**PAYMENT BOND**

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

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

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

ATTEST:

\_\_\_\_\_  
(Principal) Secretary

By:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Address  
\_\_\_\_\_

SEAL:

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
(Surety) Secretary

\_\_\_\_\_  
Surety

SEAL:

\_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Address

## INSURANCE REQUIREMENTS

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



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

a. Bodily Injury;  
\$500,000 each person  
\$500,000 each occurrence

b. Property Damage:  
\$500,000 each occurrence

(e) Umbrella Excess Liability: Occurrence Form; Coverage provided under umbrella must follow coverage provided in primary.

(f) Workers' Compensation:

i. State: Statutory

ii. Applicable Federal (e.g., Longshoreman's & Jones Act) Statutory

iii. Employer's Liability: (Including Maritime if applicable)  
\$500,000 Per Accident  
\$500,000 Disease- Each Employee  
\$500,000 Disease- Policy Limit

4. Other Requirements:

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

**INDEMNIFICATION**

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

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

**CERTIFICATE OF ATTORNEY – OWNER**

I, the undersigned,

\_\_\_\_\_

the duly authorized and acting legal representative of

Taylor County Board of County Commissioners (Owner)

do hereby certify that I have examined the foregoing contract and the Surety Bond attached thereto and the manner of execution thereof, and that I am of the opinion that each of the aforesaid agreements has been executed by the proper representatives, and that said representatives have respectively the full power and authority to execute said agreements on behalf of the respective parties named therein, and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER APPROVAL OF THE BOARD'S RULES OF PROCEDURE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

FEBRUARY 17, 2015

**Statement of Issue:** CHANGES TO THE RULES INCLUDE CHAIR/VICE CHAIR SIGNATURE AUTHORITY AND ADVISORY COMMITTEE APPOINTMENT PROCEDURE.

**Recommended Action:** APPROVE THE RULES

**Fiscal Impact:** NONE

**Budgeted Expense:**

**Submitted By:** COUNTY ADMINISTRATOR

**Contact:**

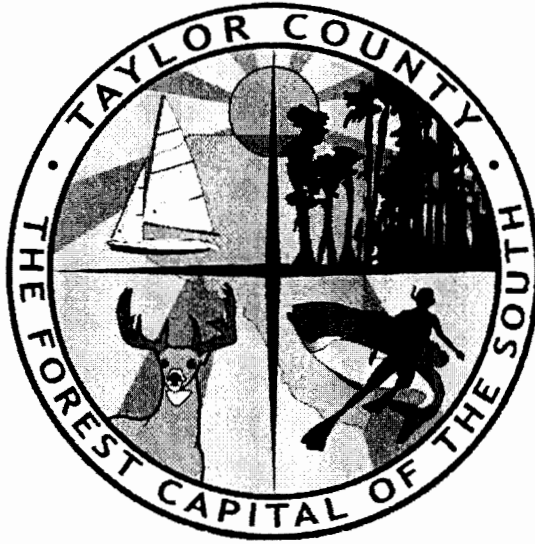
**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THIS POLICY WAS REVIEWED AT THE BOARD'S WORKSHOP ON JANUARY 27, 2015.

**Options:**

**Attachments:**

**TAYLOR COUNTY  
BOARD OF COUNTY COMMISSIONER'S**



**RULES OF PROCEDURE**



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

DUSTIN M. HINKEL, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 8 Phone  
(850) 838-3501 Fax

CONRAD C. BISHOP, JR., County Attorney  
Post Office Box 167  
Perry, Florida 32348  
(850) 584-8113 Phone  
(850) 584-2433 Fax

February 2, 2015

The Taylor County Board of County Commissioners recognizes that as a deliberative body it needs agreed upon procedures by which the behavior of the body and of individual members is to be governed. An orderly process is necessary not only for the Commission (Board) but also for members of the staff and general public or persons doing business with the Commission.

Although there are several Florida statutes which, in effect, specify certain rules, many of the rules of a county board of county commissioners are not specified by state statute. The intent is that various boards of county commissioners develop rules that fit their specific situation. Florida Statute Chapter 125.01(1)(a) specifies that the Board has the power to adopt its own rules of procedures.

In compiling our board rules we had three major considerations. The first is that the rules adopted should reflect procedures that enhance our Commission's ability to operate. Second, the commission adopts rules to operate as required by law. Third, the rules adopted should be internally consistent.

The Taylor County Board of County Commissioner's Rules as herein adopted are intended to include most of the relevant procedural topics that the Commission faces; topics which, for the most part, have been gleaned from a number of counties. It is important to note that while the Commission's Rules of Procedures should be readopted annually at the reorganization meeting held each third Tuesday, in November or as soon as practical thereafter, the Board can change or amend its rules not governed by statute by a simple majority vote during any meeting as detailed below.

Adopted in regular session February 2, 2015.

ATTEST:

BOARD OF COUNTY COMMISSIONERS

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

\_\_\_\_\_  
PATRICIA PATTERSON, Chair

*Revised December 17, 2013*  
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## SECTION I - PUBLIC PARTICIPATION IN COUNTY GOVERNMENT

**1: Board Meetings -Open to the Public.** All meetings of the Taylor County Board of County Commissioners, its various Boards and committees thereof, shall be open to the public in accordance with the Florida Government in the Sunshine Law, Section 286.011, F.S.

(a) *The exception shall be those meetings statutorily exempt, such as executive collective bargaining sessions - Section 447.605(1), F.S.; meetings regarding risk management claims -Section 768.28(15), F.S.; and litigation meetings pursuant to Section 286.011(8) F.S. The Board shall follow all statutory requirements for exempt meetings.*

(b) Because of the need to comply with seating capacity requirements of the fire code, there may be occasions when entrance by the public to the Commission Chambers or other meeting rooms shall be limited. At the sole discretion of the Commission, when an unusually large crowd is anticipated the Commission may consider holding the meeting in the County courtroom or other large public facility.

(c) Regular, as well as Special meetings of the Commission will be conducted in a publicly owned or controlled building. All meetings will be held in a building that is open to the public.

(d) For public-safety purposes, no signs or placards mounted on sticks, posts, poles or similar structures will be allowed in County Commission meeting rooms.

(e) All persons with disabilities shall be provided the assistance that is necessary to enable them to effectively participate in Commission meetings.

**2: Appearance Before the Commission.** Persons desiring to address the Commission on a matter pending before it, or which needs the attention of the Board may do so upon being recognized by the Chair. To ensure that everyone has a fair opportunity to participate, these procedures will be followed:

(a) After being recognized, the person should:

- step up to the speaker's rostrum and give her/his name and home address;
- unless further time is granted by the Chair, limit the comments to three minutes;
- address all remarks to the Commission as a body, and not a member thereof; and make comments and present documents to the Commission and the Clerk;
- Speakers should make comments concise and to the point, and present any data or evidence they wish the Commission to consider. No person may speak more than once on the same subject unless granted permission by the Chair.
- NOTE: If there are a large number of people wishing to speak on a particular issue, the Chair or the Board may require those wishing to speak to fill out a "Request to Speak

on Agendaed Items form," see attachment 2, page 20.

- (b) The Commission may discuss the matter, assign it to a committee, or refer it to the County Administrator and/or County Attorney for review and comment.
- (c) No person other than a member of the Commission, and the person having the floor, may be permitted to enter any discussion, either directly or through a member of the Commission, without permission of the Chair. No question may be asked except through the Chair.
- (d) A person may not interfere with, or interrupt, the orderly procedure of the Commission, any Commissioner, or the person speaking that has been properly recognized by the Chair.
- (e) If the Chair or the Commission declares an individual out-of-order, s/he will be requested to relinquish the speaker's rostrum. If the person does not do so, s/he is subject to removal pursuant to Rule 19 Sergeant-at-Arms.
- (f) Prior to the beginning of a meeting or public hearing, the Chair may require that all persons who wish to be heard sign in with the Clerk, give their name and home address, the agenda item and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so.
- (g) The Chair, subject to concurrence of the majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.
- (h) Employees of the County may address the Commission on matters of public concern. Employee comments that address an active grievance/arbitration, employee appeal matter or a personnel dispute will not be entertained as a part of Citizen Comments. Employees will be advised of the appropriate forum and process for presenting or discussing such matters.

**3: Public Comments and Inquiries for Non Agendaed Items.** The Commission shall not take final action on public comment items presented at the same meeting unless it waives its Rules of Procedure. When inquiries and comments are brought before the Commission, other than for items already on an agenda, the Chair may first determine whether the issue is legislative or administrative in nature and then:

- (a) If legislative, and the complaint is about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Commission finds consideration of such suggestions advisable, the Commission may refer the matter to a committee, to the County Attorney and/or the County Administrator for review and recommendation, or may take other actions it deems appropriate.
- (b) If administrative, and the complaint is regarding the performance of administrative staff, administrative interpretation of legislative policy, or administrative policy within the authority of the County Administrator; the Chair should, then refer the complaint directly to the County Administrator for her/his review, if said complaint has not been so reviewed. The Commission may direct that the County Administrator report to the Commission when her/his

review is completed.

(c) The Chair may also assign to a Commissioner issues that require additional examination. If so assigned, the Commissioner shall provide a report to the Commission when the examination is complete.

**4: Commission Meetings -Regular.** Unless otherwise advertised, all regular meetings of the Taylor County Board of County Commission are conducted at 6:00 p.m. on the 1<sup>st</sup> Monday and 3<sup>rd</sup> Tuesday of the month in the Commission Chambers at the County Commissioners Administrative Complex, 201 East Green Street, Perry, Florida.

(a) From time-to-time, regular meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances. Prior notice of such change shall be provided to the public, the Clerk and the media. While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of a regular meeting as is feasible.

**5: Commission Meetings – Special (Requires a Minimum of 24 hrs Notice).** The Chair, any two Commissioners, or the County Administrator may call a special meeting.

(a) The call for a special meeting shall be in writing and shall contain time, place and business to be conducted. The notice of a special meeting shall be posted on the East and West doors of the County Courthouse. The time and place of the special meeting will be added to the meetings list. Special meetings may be held upon no less than twenty-four (24) hours public notice.

(b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Administrator and the County Attorney shall be given 24 hours prior notice of the special meeting. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.

(c) Twenty-four hours prior notice of the special meeting shall be provided to the business office of each local media organization that has on file a written request for notice of special meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.

(d) Special meetings may be scheduled on days or evenings.

(e) An agenda outlining the business to be conducted will be available prior to the meeting. No business other than items listed on the agenda shall be conducted. Public comment shall be allowed on items on the agenda.

(f) If there is no longer a need for a special meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

**6: Commission Meetings -Emergency.** Any one Commissioner or the County Administrator may call, orally or in writing, an emergency meeting. An Emergency Meeting is a time-sensitive meeting of such a nature that a 24-hour notice would be detrimental to the action to be addressed at the meeting.

(a) The call for an emergency meeting shall contain the time, place, and business to be conducted. Emergency meetings may be held, when practicable, upon the most reasonable notice allowable under the circumstances.

(b) Each Commissioner, the Clerk of the Court, the Sheriff, the County Administrator and the County Attorney shall be given the most reasonable notice allowable under the circumstances. Such notice shall be provided by any reasonable means, including telephone, email, or facsimile transmission to the person's residence, place of employment, or other location, whichever site is most likely to ensure the person's receipt of the notice.

(c) The most reasonable notice allowable under the circumstances of the emergency meeting shall be provided to the business office of each local media organization that has on file a written request for notice of emergency meetings. Such notice shall be provided by any reasonable means, including telephone, email or facsimile transmission.

(d) Emergency meetings may be scheduled on days or evenings.

(e) An agenda outlining the business to be conducted will be available prior to the meeting. No business shall be conducted other than items listed on the agenda. Public comment shall be allowed on items on the agenda.

(f) If there is no longer a need for an emergency meeting, the person(s) who called the meeting is/are authorized to cancel the meeting.

**7: Informal Commission Meetings - Inspection Trips, Retreats and Workshops.**

(a) The Chair, Commission, or County Administrator may schedule informal meetings, inspection trips, retreats or workshops to gain new information, request clarification and in general improve communication between elected officials, and the general public. Advance notice of these meetings shall be given in the same manner as special meetings. Minutes of these meetings shall be made by County Commission staff.

(b) Regularly Scheduled Board Workshop. The Board usually conducts a workshop once a month normally scheduled to start at 6:00 p.m. the 4<sup>th</sup> Tuesday of the month in the Commission Chambers at the County Commissioners Administrative Complex, 201 East Green Street, Perry, Florida. From time-to-time, regular meetings may be adjusted by the Commission to accommodate a holiday schedule or other special circumstances. Prior notice of such change shall be provided to the public, the Clerk and the media. While a minimum notice of 24 hours is required, the Commission will provide as much advance notice of a regular meeting as is feasible. No motions are made or passed at a workshop unless an unforeseen emergency arises and then would have to declare an emergency and enter into an emergency meeting as detailed above.

### **8: Public Hearings; Time; Location.**

(a) Public hearings shall be held as part of the regularly scheduled Commission meetings and will be so agendaed by the Clerk of the Court and are normally scheduled to begin at 6:00 p.m.

(b) The matters under consideration shall be heard at the designated time, or as soon thereafter as practicable. However, by vote (of a majority plus one pursuant to Subsection 125.66(4) (b) (1), F.S.), the County Commission may conduct public hearings for those applications identified in this subsection usually required after 6:00 p.m. at another time of day. Public hearings may be continued from a prior meeting, or scheduled on days or evenings in addition to the first Monday and third Tuesday of each month.

(c) Prior to the beginning of any meeting or public hearing, the Chair may require that all persons that wish to be heard sign in with the Clerk, give their name, the agenda item and whether they wish to speak as a proponent, opponent, or otherwise. If a sign-in sheet is required, any person who does not sign in may be permitted to speak after all those who signed in have done so. The Chair, subject to concurrence of a majority of the Commission, is authorized to establish speaker time limits and otherwise control presentations to avoid repetition.

### **9: Public Hearing; Procedures.**

(a) General Public Hearings - The procedures to be followed for public hearings are, generally, as follows:

(1) The County Administrator or his/her designee should describe the agenda item to be considered, and provide the staff recommendation. The Chair should then inquire as to whether any Commissioners have questions for administration. After Commissioners' questions are answered, the Chair then opens the public hearing.

(2) Following public comment (if any), the Chair closes the public hearing and inquires if any Commissioner wishes to put forth a motion. If a motion and a second are made, the Chair then calls for discussion among Commissioners.

(3) The Chair inquires if there is any further discussion by the Commissioners and any final comments or recommendations from administration. The Chair restates the motion.

(4) The Chair inquires of the Commissioners as to whether they are ready for the question, calls for the vote and after the vote restates the vote.

(b) Quasi-Judicial Hearings - The procedures to be followed for quasi-judicial hearings are generally as follows:

- (1) Prior to the commencement of quasi-judicial hearings, the County Attorney will provide the public with an explanation of quasi-judicial hearing proceedings and shall read the following statement:

"All persons wishing to participate and speak will be sworn in prior to speaking during this proceeding. All persons have the right, through the Chair, to ask questions of staff or other speakers, to seek clarification of comments made by staff or other speakers and respond to comments or presentations of staff or other speakers. All persons who present written materials to Commissioners for consideration must ensure that a copy of such materials is provided to the Clerk for inclusion in the Commission's record of proceedings and official minutes."

"While we welcome comments from all persons with an interest in this proceeding, Florida law requires that the County Commission's decision in a quasi-judicial action be supported by competent substantial evidence presented to the Commission during the hearing on the application. Competent substantial evidence is such evidence as a reasonable mind would accept as adequate to support a conclusion. There must be a factual basis in the record to support opinion testimony from both expert and non-expert witnesses. Persons presenting testimony may rely on factual information that they present, that is presented by County staff, that the applicant presented, or on factual information included in the County staff report to support their testimony."

- (2) After reading the statement, the Clerk will make the following inquiry of the County Commissioners:

"Has any Commissioner received any oral or written communications regarding the land use items to be discussed? If so, please disclose the substance of the communication and identify the person making the communication."

Disclosure made must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex-parte communication are given a reasonable opportunity to refute or respond to the communication.

- (3) The Clerk shall administer the affirmation to all persons who desire to speak at quasi-judicial proceedings before the County Commission

- (4) The County Administrator or his/her designee shall describe the quasi-judicial item to be considered and make a presentation pertaining to the item. The Chair shall then inquire as to whether any Commissioner has questions for the staff that made the presentation. After the Commissioners' questions are answered, the Chair will ask if any of the parties to the proceeding have any questions of staff members who made presentations.

- (5) The applicant for a land use change or his/her representative will make a



presentation pertaining to the application. The Chair will once again inquire as to whether Commissioners and then parties to the proceeding have questions of the applicant and the applicant's representatives.

(6) The Chair will next ask if any members in the audience wish to present testimony. At the conclusion of the testimony, the Chair will ask if any of the Commissioners or any of the parties to the proceeding have questions of the witness.

(7) There will be an opportunity for applicant rebuttal and staff closing comments.

(8) The Chair will then inquire of the Commissioners as to whether they are prepared to vote to address the application before them.

(c) Ex-Parte Communications

Florida Statutes Section 286.0115 provides that any person who is not otherwise prohibited by statute, charter provision or ordinance may discuss with any commissioner the merits of any matter that the County Commission may take action. The following procedures, which remove the presumption of prejudice, shall be followed for ex-parte communication.

(1) The substance of any ex-parte communication with a Commissioner which relates to a quasi-judicial action pending before the Commission (such as a land use decision) is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group or entity with whom the communication took place is disclosed and made a part of the record before the final action on the matter.

(2) A County Commissioner may read a written communication from any person. A written communication that relates to quasi-judicial action pending before the Commission (such as a land use decision) shall not be presumed prejudicial to the action. Such written communication shall be made a part of the record before final action on the matter.

(3) Commissioners may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before the Commission. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit or expert opinion is made a part of the record before final action on the matter.

**10: Public Records; Inspection; Duplication.** Pursuant to Chapter 119, F.S., all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, email messages, or other material, regardless of physical form or characteristics, made or received pursuant to law or in connection with the transaction of official business by any agency, are public records. A public record (including information stored in computers) is open to public inspection and duplication, unless exempted by law. The Clerk is the official records Custodian of public records for the County.

(a) If the purpose of a document prepared in connection with the official business of the agency is to perpetuate, communicate or formalize knowledge, then it is a public record regardless of whether it is in final form, or the ultimate product of an agency.

(b) Requests for copies of public information (including the Chair's mail and videotapes of County Commission meetings and workshops) should be made through the Clerk of the Courts Office and a copy of the request forwarded to the County Administrator. The cost is as established by law.

(c) Any and every media conference officially sponsored by Taylor County Government will be open to all media representatives and to the general public. Press conferences will be conducted in a location that is publicly accessible.

**11: Commission Mail; Circulation; Public Review and Duplication.** All mail addressed to the Chair and the Commissioners which is received pursuant to law or in connection with the transaction of official County business, is a public record (Chapter 119, F.S.). The public may review and duplicate these records via email.

(a) Each Commissioner will be provided a copy of the Chair's mail. The originals with attachments will remain in the Chair's mail file. Items of considerable length (such as petitions) will not be copied; instead, a memorandum will be distributed which announces the availability and location of the item in the office. Publications and lengthy agenda materials for other boards on which Commissioners serve will not be copied; only the agenda will be circulated.

(b) Each Commissioner will receive the original of items addressed to her/him. Mail with the words similar to "Personal", "Confidential" or "For the Addressee Only", shall be delivered unopened to the addressee.

(c) The Chair and Commissioners who receive individually-addressed mail will be responsible for replying. Asking the County Administrator to draft a response for their signature or requesting that the item be agendaed for formal Commission consideration is appropriate. The County Administrator shall be responsible for ensuring that mail addressed to the Chair or the Commission is properly answered or placed on an agenda.

## **SECTION II -PREPARATION OF AGENDA; ORDER OF BUSINESS**

**12: Preparation of Agenda.** The Clerk is responsible for the preparation of the suggested agenda. The County Administrator in conjunction with the Clerk's office shall prepare the agenda. The Chair, any Commissioner or Constitutional Officer, the County Administrator, or the County Attorney may place an item on the agenda. The Chair and County Administrator will meet to discuss each agenda.

(a) As a general practice, all supporting documentation (original plus five copies) must be provided to the County Administrator's office not later than Wednesday, 10:00 a.m., the week prior to the scheduled Commission Meeting. Item(s) may not be included on the suggested agenda if the supporting documentation is not provided by the deadline unless approved by the Chair.

(b) Presentations will normally not exceed fifteen (15) minutes in length.

(c) Agenda review is a session conducted between the Chair and the County Administrator designed for discussion of the suggested Board agenda items prior to the Commission Meeting. The Chair is the final approval authority for the suggested agenda. During a Commission meeting the suggested agenda may be approved as is or changed at the discretion of the Commission. The Commission can amend the suggested agenda over the objections of the Chair by a simple majority vote.

**13: Agenda Material.** The Clerk's office insures a copy of the suggested agenda and supporting materials is ready to be mailed to each Board Member, the Clerk, the County Administrator, the County Attorney and the media by 5:00 p.m. the Thursday prior to the scheduled Commission meeting or Public Hearing, except when legally observed holidays affect copying and distribution. The agenda, as well as lengthy reports that are part of agenda documentation, will be available for public review in the Clerk's office located on the 1<sup>st</sup> floor of the Taylor County Courthouse at 108 N. Jefferson Street, Perry, Florida, 32347

(a) Each Commissioner should carefully review the Consent Agenda to determine whether there is any item s/he wishes to have removed from the Consent Agenda and placed on the Regular Agenda. If any Commissioner wants an item removed from the Consent Agenda and placed on the Regular Agenda s/he should contact the County Administrator.

### **14: Meeting; Order of Business.**

(a) The business of all regular meetings of the Commission should be transacted as follows - provided, however that the Chair may, by simple majority vote or consensus of the Commission, re-arrange items on the suggested agenda to more expeditiously conduct the business before the Commission.

(1) Invocation and Pledge of Allegiance - The Commission may maintain a clergy rotational roster for the invocation. Members of the Commission as well as others may also be designated to present the invocation. The Chair shall lead the pledge.

(2) Adjustments and Approval of the Regular, Consent and Public Hearing Agenda except for items advertised for public hearings, items may be added to, or removed from, the agenda. Adjustments are made to the suggested agenda based upon the review of the suggested agenda, or recommended additions or deletions to the consent or general business agenda by Board members or staff. Examples of items to be added include grant applications or items received after the established deadline that are time-sensitive. Authorization to advertise ordinances may be placed on the consent agenda. A motion to approve the agenda:

- (a) approves any amendments to the Regular and Consent Agenda;
- (b) adopts the Regular Agenda; and
- (c) approves all items on the Consent Agenda to stay on the Consent Agenda. –  
The County Administrator may place items on the consent agenda which are: routine or technical in nature, have been previously discussed by the Board, resolutions of a routine nature authorization to advertise ordinances, public hearings, bid specifications, items that have a unanimous recommendation of the Planning Board and staff for approval and no opposition on the agenda and other items as authorized by the board.

- (3) Approval of Minutes from previous meetings
- (4) Awards/Recognitions
- (5) Comments and Concern from the Public for Non Agendaed Items
- (6) Approval of the Consent Agenda
- (7) Bids/Public Hearings
- (8) Hospital Items
- (9) Public Requests Agendaed
- (10) Advisory Committee Reports
- (11) Constitutional Officers/Other Governmental Units
- (12) General Business
- (13) County Staff Items
- (14) County Attorney
- (15) County Administrator
- (17) Comments and Concern from the Public for Non Agendaed Items
- (18) Commissioner Comments – Board Informational Items

(19) Motion to Adjourn

(b) Any items not listed on the printed agenda, for which a Commissioner will request Commission action, should be in writing, and should be provided to the Commission, the County Administrator, the Clerk and the public not later than the beginning of the meeting. The exceptions are items of an emergency nature or those that do not require a written explanation.

(c) No meeting should be permitted to continue beyond 10 p.m. without the approval of a majority of the Commission. A new time limit must be established before taking a Commission vote to extend the meeting. In the event that a meeting has not been closed or continued by Commission vote prior to midnight, the items not acted on are to be continued to a designated time on the following day, unless State law requires hearing at a different time or unless the Commission, by a majority vote of members present, determines otherwise.

**15: Quorum.** A quorum for the transaction of business by the Commission consists of (3) three Commissioners. Once a quorum has been established, a majority of Commissioners present at the meeting shall be required to carry a motion, unless by statute, ordinance or other regulation, an extraordinary majority (4/5ths) of the Commission is required for approval of an item (e.g. consideration of emergency ordinances, gas tax).

**16: Required Attendance of Officials.** In addition to Commissioners, County officials whose regular attendance shall be required at meetings of the Commission are the: County Administrator, County Attorney, Clerk of the Court, or their designees. A representative of the Taylor County Sheriff's Office shall be present to provide security and assistance in maintaining order.

**17: County Attorney - Parliamentarian.** The County Attorney serves as parliamentarian, and advises the Chair as to correct rules of procedure or questions of specific rule application. The parliamentarian calls to the attention of the Chair any errors in the proceedings that may affect the substantive rights of any member, or may otherwise do harm.

**18: Clerk of the Court - Minutes.** The Clerk of the Court or her/his designee shall make correct minutes of the proceedings of each regular, special or emergency Commission meeting. The draft minutes are reviewed by the Chair. The Clerk shall provide corrected copies of the final minutes to each Commissioner for their reading.

(a) The Clerk's office places the minutes on the agenda for approval by the Commission. Such minutes stand confirmed at the regular Commission meeting without a reading in open meeting, unless some error is shown. In such event, an appropriate correction is made.

(b) The Clerk of the Court or her/his designee shall be responsible for recording County Commission workshops. The Clerk will be included in the selection of dates and times for workshops.

**19: Sergeant at Arms.** The Sheriff's, designee, shall be sergeant-at-arms of the Commission meetings. The Taylor County Sheriff's Office is authorized to assist the Board in performing

this duty. The Sheriff's designee shall carry out all orders and instructions given by the County Commission for the purpose of maintaining order and decorum at the Commission meeting. The following policy will provide guidance in handling disruptions:

(a) If an individual refuses to relinquish the podium after being allowed to address the Commission, the Chair will inform the individual that their time to address the Commission has expired and the Chair will direct the individual to leave the podium.

(b) If an individual causes disruption in the Commission meeting site, the Chair will inform the individual causing the disruption to cease the disruptive activity.

(c) If the disruption fails to stop:

(1) The Chair will inform the individual causing the disruption that their actions are contrary to the orderly function of the meeting and that the individual is to cease such action or the Sergeant-at-Arms will be instructed to remove the individual from the meeting site.

(2) The Chair will direct the individual to leave the meeting site. The Chair will inform the individual that, if s/he is directed to leave and fails to do so, the individual will be subject to arrest for trespass.

(3) If the disruption fails to cease, the Chair shall be authorized to take final action and read the following: "As the Commission Chair, I inform you that your actions are inconsistent with the orderly function of this meeting and you have failed to comply with the lawful order of the Chair. I am instructing the Sergeant-at-Arms to remove from this meeting site, and if deemed necessary by the Sergeant-at-Arms, to remove you from this building."

**20: Rules of Order and Debate.** Every Commission member desiring to speak should address the Commission Chair and, upon recognition by the Chair, the speaker shall confine their comments to the question under debate.

(a) The maker of a motion shall be entitled to the floor first for debate.

(b) A member once recognized should not be interrupted when speaking unless to call said member to order. The member should then cease speaking until the question of order is determined, without debate, by the Chair. If in order, said member will be at liberty to proceed.

(c) If the Commission Chair wishes to put forth or second a motion, s/he shall relinquish the chair to (1), the Vice Chair, (2), the senior Commission member (if the Vice Chair is absent), (3) another Commission member who has remained impartial or (4), the Clerk, until the main motion on which the presiding officer spoke has been disposed.

**21: Voting.** The votes during all Commission meetings should be transacted as follows:

(a) In order to expedite business, the Chair shall determine whether to call a simple vote (all in favor of) or by roll call. At the request of any Commissioner, a roll call vote shall be taken by the Clerk. The roll call vote may be determined in alphabetical order, with the Chair

voting last.

(b) When the Chair calls for a vote on a motion, every member, who is present in the Commission chambers must give his/her vote, unless the member has publicly stated that s/he is abstaining from voting due to a conflict of interest, pursuant to Section 112.3143 or Section 286.011, Florida Statutes. If any Commissioner declines to vote "aye" or "nay" by voice, his or her vote shall be counted as an "aye" vote.

(c) The passage of any motion, policy or resolution shall require the affirmative vote of at least a majority of the membership of the Commissioners who are present and eligible to vote. In case of a tie in votes on any proposal, the proposal shall be considered lost.

(d) Any Commissioner shall have the right to express dissent from or protests against any ordinance, resolution or policy of the Commission, and to have the reason therefore entered in the minutes.

**22: Conflict of Interest as Specified in 112.3143 or Section 286.011, Florida Statutes.** No Commissioner shall vote in her/his official capacity on a matter which would inure to his/her special private gain, or which the Commissioner knows would inure to the special private gain of any principal by whom s/he is retained, of the parent organization or subsidiary of a corporate principal by which s/he is retained, or a relative or of a business associate. Within fifteen (15) days following that Commission meeting, s/he shall file with the Clerk to the Commission a Form 8B which describes the nature of her/his interest in the matter. The Form 8B shall be received by the Clerk and incorporated into the minutes of the meeting.

**23: Ordinances.** An enacted ordinance is a legislative act which prescribes general, uniform, and permanent rules of conduct relating to the corporate affairs of the county. Commission action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty. All ordinances shall be introduced in writing, and scheduled for public hearing after advertisement.

(a) **Emergency Ordinances.** By vote of one more than the majority, the Commission may without notice or hearing adopt an emergency ordinance. The emergency ordinance shall contain a declaration describing the emergency, and shall be passed in accordance with Section 125.66(3), F.S.

**24: Resolutions.** Generally, an enacted resolution is an internal legislative act which is a formal statement of policy concerning matters of special or temporary character. Commission action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired. All resolutions shall be reduced to writing. A resolution may be put to its final passage on the same day on which it was introduced. Resolutions are to be assigned numbers and recorded with the number by the Clerk or designee.

**25: Motions.** An enacted motion is a form of action taken by the Commission to direct that a specific action be taken on behalf of the county. A motion, once approved and entered into

the record, is the equivalent of a resolution in those instances where a resolution is not required by law. All motions shall be made and seconded before debate.

Before a motion has been stated by the Chair, its proposer may change or withdraw it without the Commission's permission, and any member or the Chair may request that the maker withdraw it. Once the motion has received a second and has been stated by the Chair, the Commission must vote on the motion.

Examples of properly made motions are found in Attachment 5, page 23 of this document and may be used as appropriate in Board proceedings.

**26: Reconsideration of Action Previously Taken.** Refer to examples of properly made motions in Attachment 5, page 23.

**27: Rescinding Action Previously Taken.** Refer to examples of properly made motions in Attachment 5, page 23.



### **SECTION III -GENERAL PROVISIONS**

**28: Newly-Elected Commissioners.** The term of County Commissioners elected to office shall commence on the second Tuesday following the general election as specified in Florida Statutes Section 100.41.

A swearing-in ceremony for newly-elected commissioners will be coordinated by the County Administrator. The County Administrator shall provide an orientation program.

**29: Election of Chair and Vice-Chair.** The Clerk shall preside over the election of officers. Procedures for electing officers are as follows:

(a) At the second regularly scheduled Commission Meeting of November each year, or as soon thereafter as practicable, the Commission elects a Chairperson from among its members. The Clerk calls for nominations for Chair; nominations do not require a second. A roll-call vote is conducted by the Clerk if there is more than one nomination. If a vacancy occurs in the office of the Chair, the Commission shall, at its next meeting, select a Chair for the remainder of the term.

(b) In conjunction with the above election, a Vice-Chair is also elected in a like manner.

(c) In case of the absence or temporary disability of the Chair, the Vice-Chair serves as Chair during the absence. In case of the absence or temporary disability of the Chair and the Vice-Chair, an Acting Chair and Vice-Chair, selected by members of the Commission, serves during the continuance of the absences or disabilities.

**30: Commission Chair; Presiding Officer.** The Presiding Officer (the Chair) presides at all meetings of the Commission, and is recognized as the head of the County for all ceremonial purposes. In addition to the powers conferred upon her/him as Chair, s/he continues to have all the rights, privileges and immunities of a member of the Commission. The Chair's responsibilities include:

(a) Call the meeting to order, having ascertained that a quorum is present;

(b) Recognize all Commissioners who seek the floor under correct procedure. All questions and comments are to be directed through the Chair and restated by her/him, and s/he declares all votes;

(c) Preserve order and call to order any member of the Commission who violates any of these procedures; and, when presiding, decide questions of order, subject to a majority vote on a motion to appeal;

(d) Expedite business in every way compatible with the rights of members;

(e) Remain objective while enjoying the same rights in debate as any other member; but the impartiality required of the Chair in an assembly precludes exercising these rights while presiding. The Chair should have nothing to say on the merits of pending questions until the

Commissioners and citizens have fully debated the question. On certain occasions which should be extremely rare the Chair may believe that a crucial factor relating to such a question has been overlooked and that his/her obligation as a member to call attention to the point outweighs the duty to preside at that time. If the Chair wishes to place a motion, the gavel must be relinquished.

Based upon these Rules of Procedure, the gavel will be relinquished in the following order:

- (1) Vice Chair;
- (2) Other Commissioners based upon seniority;
- (3) Another Commission member who has remained impartial;
- (4) Clerk to the County Commission;

The presiding officer who relinquished the chair should not return to it until the pending main question has been disposed of, since s/he has expressed partisanship as far as that particular matter is concerned.

(f) Declare the meeting adjourned when the Commission so votes, or at any time in the event of an emergency affecting the safety of those present;

(g) When time constraints dictate, the Chair is authorized to approve authorizations to advertise for public hearings.

(h) Assign Commissioner's seats in the commission chambers.

(i) For time-sensitive matters only, send letters to the Taylor County's State and Federal Legislative Delegations and other government officials in support of Taylor County municipality or community-based organization initiatives, such as legislative changes and grant requests, provided the Board of County Commissioners has taken a position in support of the initiative in its legislative agenda or by some other action expressed its position on the issue presented.

(j) The Chair is to be paid an additional \$50 a month as provided by Florida Statute to offset the additional cost associated with the duties and responsibilities of the position.

(k) As the Presiding Officer, the Chair will sign all documents, contracts, agreements, ordinances, and resolutions on behalf of the Board. Upon the absence of the Chair this signature authorization shall be delegated as described in Section 29.

**31: Legislative Program and Communication with Lobbyists.** Each year, prior to the Legislative Session, the County Administrator shall submit to the Commission a proposed legislative program for the State Legislature and the Federal Government. This program shall be based on legislative concerns submitted by Taylor County, the City of Perry and other Special Districts of the County. The County will coordinate with the Florida League of Cities

and the Florida Association of Counties, as is appropriate, to protect the interests of Taylor County in the legislative process.

(a) The final State and Federal Legislative Program will be approved at a County Commission meeting. Copies of the approved Legislative Program shall be submitted to the appropriate Legislative Delegation in order to seek favorable legislation and appropriations to further the goals of Taylor County. The Legislative Program and lobbying efforts should be developed to coordinate and leverage federal and state appropriations.

(b) As deemed necessary by the County Commission, the County Administrator may solicit and obtain the services of professional lobbyists to gain approval or favorable consideration of issues within the Legislative Program, or to intercede on behalf of Taylor County before governmental administrative agencies. The County Administrator shall notify the County Commission when such services are to be rendered.

(c) Professional registered lobbyists or county staff members assigned to advance the County's Legislative Program shall meet all legal requirements of the State of Florida and conduct themselves ethically to eliminate any conflict of interest, as they represent the citizens of Taylor County. Firms or individuals lobbying on behalf of the County will use the approved Taylor County Legislative Program, including those issues submitted by municipalities and approved by the County Commission, as a guide for their activities. New issues shall be approved by the County Commission for inclusion in the adopted Legislative Program.

(d) In the event of emergency or in the changing climate of the legislative amendment process, the County Administrator may (in consultation with the Chair of the County Commission) take action on bills or amendments that would have a favorable impact on Taylor County. Such emergency authorizations will be reported to the County Commission in a timely manner. The County Administrator may, at his/her discretion, assign county employees to the legislative tasks (including attendance in Tallahassee, or appearance before legislative or administrative bodies) to promote the Legislative Program.

**32: Commissioners Appointment to Boards and Committees.** Members of the County Commission serve on various boards and committees (e.g., Aucilla Regional Landfill, North Central Florida Regional Planning Council, and Suwannee River Management District etc.). Appointments are reviewed and assigned the second meeting in November each year or as soon thereafter as practicable by the new Chair.

(a) A listing of previous-year appointments will be disseminated by the Chair to the County Commission at the last meeting in October so that each Commissioner can determine his/her interest in serving on various boards/committees.

(b) If there is no nominee or no volunteer or more than one volunteer for a vacancy, the Chair will appoint a Commissioner to serve. The Commission shall ratify the appointments to boards and committees.

(c) Each Commissioner shall call upon and seek the recommendation of the County Administrator regarding staff support for various committees. Employees shall assist

Commissioners as directed by the County Administrator. When the County Administrator's and a Commissioner's recommendation differ, both recommendations will be discussed at an appropriate regular commission meeting.

(d) The County Administrator is responsible for scheduling recommendations on the Commission agenda in a timely manner.

**33: Appointment by the Board of County Commissioners of Citizens to serve on Boards and Committees.**

The County Commission is required to select individuals to serve on various boards and committees (e.g., Planning Board, Hospital Board, Taylor County Development Authority, Tourist Development County, Big Bend Water and Sewer, Taylor Coastal Water and Sewer, Airport Advisory Committee, Library Board, etc.). It is the policy of the Commission that all vacancies are advertised. Applications are to be turned into the office of the County Administrator or his designee for the Board or Committee. Applications must be turned in not later than the established closing date unless it is a position that has been hard to fill and has been advertised as "until filled." The Commission will make the selection for appointment in an open Board meeting by using an Applicant Ranking Form listing the applicants provided by the County Administrator's office (see attachment 4 on page 22).

(a) Prior to each ranking the Commission will agree upon how many applicants are to be ranked. Each Commissioner must rank the number of candidates specified. If more than one position is to be filled the Board may use one ranking to fill multiple positions. If the Commission in its sole discretion determines that there are no suitable applicants they may choose to re-advertise for applicants instead of going through the ranking process.

(b) If the Commission decides to rank order the applicants available, each Commissioner will rank order the specified number of applicants from the names provided on the Applicant Ranking Form. Commissioners are to rank their top applicant as #1, ranking their second best applicant as #2, etc. The rankings of all Commissioners present will be combined to provide the overall ranking. The applicant with the lowest score will then be designated as the selected candidate by the Commission. If there are multiple positions to be filled the applicant with the second lowest position would fill the second vacancy. This procedure would be followed until all positions are filled... These rules may be modified to fit the specific situation.

(b) Once an applicant is selected a member of the Commission will make a motion to fill the position with that individual.

**34: Suspension and Construction of Rules.** Temporary suspension of these procedures shall permit the Commission to take some action that would otherwise be prevented by a procedural rule already adopted. These Rules of Procedure may be amended or temporarily suspended at any Commission meeting with an affirmative vote of a majority of the Commission. These rules are for the efficient and orderly conduct of Commission business only; no violation of such rules shall invalidate any action of the Commission when approved by a majority vote required by law.

Note: This set of Rules of Procedure should be reviewed and if applicable, adopted not later than the second meeting of each November or as soon thereafter as practicable.

## **Attachment 1: Request to Speak for Non-Agendaed Items.**

MALCOLM PAGE  
District 1

JIM MOODY  
District 2

JODY DEVANE  
District 3

PAM FEAGLE  
District 4

PATRICIA PATTERSON  
District 5



## **TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

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

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

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

### **Request to Speak on Non-Agendaed Items**

The Board welcomes you to this meeting. All meetings are conducted in compliance with the Florida Government in the Sunshine Law, Section 286.011, Florida Statute. We value the ideas and insights of the public. Therefore, it is the policy of the Board to allow a period for the public to ask questions, requests for information and requests for action on items not on the agenda.

To speak on an issue not on the agenda you need to complete a "Request to Speak for Non-Agendaed Items" form available at Board meetings and hand it to the County Administrator or his designee before the meeting or prior to speaking.

Only those who have completed and submitted the "Request to Speak for Non Agendaed Items" form are allowed to speak on non-agendaed items. Each individual is allowed to speak for two minutes. In most cases you will not receive an immediate response. They may direct the County Administrator or the County Attorney research the issue and respond to you directly or to agenda the issue at a future Board meeting. At times during Board meetings, Board members may ask for information from audience participants. Please refrain from comment unless the Board recognizes you.

If you have received this form via mail, fax or email, you may email it to [county.admin@taylorcountygov.com](mailto:county.admin@taylorcountygov.com) or fax it back to (850) 838-3501 a minimum of 1 hour prior to the meeting. If you have any questions, please contact the County Administrator's office at (850) 838-3500, Ext. 7. Thanks for helping us conduct an open and orderly meeting.

### **Request to Speak on Non-Agendaed Items**

Name \_\_\_\_\_

Date \_\_\_\_\_

Group/Organization you represent, if any: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Topic: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Attachment 2: Request to Speak for Agendaed Items.

MALCOLM PAGE  
District 1

JIM MOODY  
District 2

JODY DEVANE  
District 3

PAM FEAGLE  
District 4

PATRICIA PATTERSON  
District 5



# **TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

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### Request to Speak on Agendaed Items

The Board welcomes you to this meeting. All meetings are conducted in compliance with the Florida Government in the Sunshine Law, Section 286.011, Florida Statute. We value the ideas and insights of the public. Therefore, it is the policy of the Board to allow the public to comment on and ask questions regarding items on the agenda.

To speak on an issue on the agenda you need to complete a "Request to Speak for Agendaed Items" form available at Board meetings and hand it to the County Administrator or his designee before the meeting or prior to speaking. Please insure that you identify the agenda item number and topic you wish to speak on. You must fill out a separate request for each item you wish to speak on.

When specified by the Board only those who have completed and submitted the "Request to Speak for Agendaed Items" form are allowed to speak on agendaed items. Each individual is allowed to speak for two minutes per item requested. At times during Board meetings, Board members may ask for information from audience participants. Please refrain from comment unless the Board recognizes you. If you have received this form via mail, fax or email, you may email it to [county.admin@taylorcountygov.com](mailto:county.admin@taylorcountygov.com) or fax it back to (850) 838-3501 a minimum of 1 hour prior to the meeting. If you have any questions, please contact the County Administrator's office at (850) 838-3500, Ext. 7. Thanks for helping us conduct an open and orderly meeting.

### Request to Speak on Agendaed Items

Name \_\_\_\_\_

Date \_\_\_\_\_

Group/Organization you represent, if any: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Agenda Item Number: \_\_\_\_\_

Topic: \_\_\_\_\_

**Attachment 3: Request to Amend Suggested Agenda.**

MALCOLM PAGE  
District 1

JIM MOODY  
District 2

JODY DEVANE  
District 3

PAM FEAGLE  
District 4

PATRICIA PATTERSON  
District 5



**TAYLOR COUNTY  
BOARD OF COUNTY COMMISSIONERS**

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

**Request to Amend Suggested Agenda**

1: **Date of Meeting Agenda to be amended.** \_\_\_\_\_

2: **Position of Person Making the request.** (Circle one)

County Commissioner,    Clerk,    County Administrator,    County Attorney

3: **Name of Person Making the request.** \_\_\_\_\_

Please move the following items from the consent to the regular agenda (may refer by number):

Please place the following topics on the regular or consent agenda (use additional pages for backup or explanation).

Please sign \_\_\_\_\_ date \_\_\_\_\_



## Attachment 4: Board and Committee Applicants' Ranking Form

MALCOLM PAGE  
District 1

JIM MOODY  
District 2

JODY DEVANE  
District 3

PAM FEAGLE  
District 4

PATRICIA PATTERSON  
District 5



# **TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

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

### Board and Committee Applicants Ranking Form

Date: \_\_\_\_\_

Commissioner: \_\_\_\_\_

Note: Rank applicants as follows the best applicant is #1; the second best is number two, etc.

Applicant Name:	Rank Applicants 1-10

## **Attachment 5: Examples of Motions.**

**1: Main Motion.** “Mr. Chair/Madam Chair, I move....” Requires a second – is debatable.

### **2: Subsidiary Motions:**

- a. **Amend:** “Mr. Chair/Madam Chair, I move to amend the motion.”, “Mr. Chair/Madam Chair, I move to strike the word(s) \_\_\_\_\_.”, “Mr. Chair/Madam Chair, I move to insert the word(s) \_\_\_\_\_ and strike the word(s) \_\_\_\_\_.” Requires a second – majority vote necessary for approval.
- b. **Refer:** “Mr. Chair/Madam Chair, I move we refer the question to....” Requires a second – majority vote necessary for passage – limited debate.
- c. **Defer to a time certain (postpone):** “Mr. Chair/Madam Chair, I move we postpone the question until (state a specific time).” Requires a second – majority vote necessary for passage – not debatable.
- d. **Limit Discussion or Debate:** “Mr. Chair/Madam Chair, I move we limit debate (or discussion) to (state specific limit of time). Requires a second – a vote of a majority of the members present shall be required to pass. The motion is not debatable.
- e. **Call the Question:** “Mr. Chair/Madam Chair, I call the question.” OR “I move to close discussion.” A majority of the members present shall be required to pass. The motion is not debatable, the Chair will make a termination if the debate is finished or not.
- f. **Amend Something Previously Adopted:** “Mr. Chair/Madam Chair, I move to amend the motion adopted at our last meeting by...” Second is required – is debatable – a majority vote of the members present shall be required to pass. This motion may only be made by a person who was on the prevailing side of the original motion.
- g. **Reconsider:** “Mr. Chair/Madam Chair, I move we reconsider the ... (previously adopted motion).” Second is required – majority vote necessary for passage – is debatable as to the reasons for reconsideration. This motion may only be made by a person who was on the prevailing side of the original motion.
- h. **Rescind:** “Mr. Chair/Madam Chair, I move to rescind the ....” Second is required – majority vote with previous notice – discussion on motion is allowed. This motion may only be made by a person who was on the prevailing side of the original motion.

### 3: Incidental Motions.

- a. **Point of Order:** "Mr. Chair/Madam Chair, Point of Order" After recognition by the Chair, the member states his/her objection. There can be no discussion on the Point of Order. No vote, unless a motion arises out of the Point of Order.
- b. **Divide a Motion:** "Mr. Chair/Madam Chair, I move to divide the motion so as to consider separately... (stating the issues to be considered)." Second is required – majority vote necessary for passage – discussion shall be allowed on why it should be divided.
- c. **Consider by paragraph or seriatim:** "Mr. Chair/Madam Chair, I move that the motion be considered by paragraph (or seriatim)." Second is required – majority vote necessary for passage – discussion shall be brief on the necessity for the action.
- d. **Withdrawing a Motion:** "Mr. Chair/Madam Chair, I withdraw the motion." The maker of a motion or the person who seconded the motion may withdraw their motion or second at any time before the motion has been called for a vote.
- e. **Appeal the decision (of the Chair):** "I appeal the decision of the Chair." Second is required – a majority or tie vote upholds the Chair's decision – debate on motion to appeal is allowed with the Chair speaking first and last.

### 4: Privileged Motions.

- a. **Adjourn:** "Mr. Chair/Madam Chair, I move to adjourn." Requires a second – majority vote necessary for passage – there can be no discussion.
- b. **Motions of Privilege:** "I rise to a question of privilege affecting the meeting." OR "I rise to a question of personal privilege." The Chair will then request that the member state his/her question or point of privilege. There can be no discussion on the question.
- c. **Recess:** "Mr. Chair/Madam Chair, I move to recess until ... (state exact limit of recess)." Second is required – majority vote necessary for passage – there can be no discussion on the motion. The Chair may call for a recess, when necessary.

## **Attachment 6: Definition of Parliamentary Terms.**

**Adhere:** to be attached to and dependent on; pending amendments adhere to the motion to which they are applied.

**Ad-hoc Committee:** a special committee chosen to do a particular task of work only.

**Adjourn:** to officially terminate a meeting.

**Adjourned Meeting:** a meeting that is a continuation at a later specified time of an earlier regular or special meeting. The continuation is always a part of the earlier meeting.

**Adopt:** to approve by vote; to pass by whatever vote required for the motion.

**Affirmative Vote:** the “aye” or “yes” vote supporting a motion as stated.

**Agenda:** the official list of items of business planned for consideration during a meeting.

**Approval of Minutes:** Formal acceptance of the record of a meeting thus making the record the official minutes of the Board. **Chair:** the Taylor County Chair, or in his/her absence, the Vice-Chair or other Board member elected to preside.

**Board (The Board of County Commissioners):** The legislative governing body of County government. Board and Commission are synonymous and are used interchangeable in this document.

**Common Parliamentary Law:** The body of rules and principles that is applied by the courts in deciding litigation involving the procedure of any organization. It does not include statutory law or particular rules adopted by any organization or board.

**Convene:** to open a meeting.

**Debate:** formal discussion of a motion under the rules of parliamentary law. (More often in these rules referred to as discussion.)

**Defer:** to not take action by either referring it to a committee; County Administrator or County Attorney for further action.

**Delegation of Authority:** authority given by the Board in certain matters to act for the Commission that is lawful and capable of being delegated.

**Demand:** an assertion of a parliamentary right by a member of the Commission.

**Dilatory Motions or Tactics:** misuse of procedures or motions that are out of order or would delay or prevent progress in a meeting.

**Discretionary Duty:** a duty that usually cannot be delegated to another because of the special intelligence, skill, or ability of the person chosen to perform the duty.

**Executive Session:** statutorily exempt meeting or session, such as executive collective bargaining sessions -Section 447.605(1), F.S.; meetings regarding risk management claims - Section 768.28(15), F.S.; and litigation meetings pursuant to Section 286.011(8) F.S. The Board shall follow all statutory requirements for exempt meetings.

**Ex-officio:** a person who is assigned to a board or committee by virtue of the office they hold.

**Floor (as in "you have the floor"):** when a member receives formal recognition from the Chair, s/he "has the floor" and is the only member entitled to make a motion or to speak.

**General Consent:** an informal method of disposing of routine motions by assuming unanimous approval unless objection is raised. Method: Are there any objections? Hearing none, the motion has passed.

**Germane Amendment:** an amendment relating directly to the motion to which it is applied.

**Hearing:** a meeting of the Commission for the purpose of listening to the views of an individual or of a particular group on a particular subject.

**Hostile Amendment:** an amendment that is opposed to the spirit or purpose of the motion to which it is applied.

**In Order:** permissible and right from a parliamentary standpoint, at the particular time.

**Invariable in Wording:** when a motion can be worded only one way and therefore is not

subject to amendment, it is said to be invariable in wording.

**Majority Vote:** more than half of the number of legal votes cast for a motion.

**Minutes:** the legal record of the action of the Board (or any body) that has been approved by vote of the body.

**Motion:** a proposal submitted to the Board for its consideration and decision; it is introduced by the words, "I move...."

**Objection:** the formal expression of opposition to a proposed action.

**Order of Business:** the adopted order in which the business is presented to the meeting of the Board.

**Out of Order:** not correct, from a parliamentary standpoint, at the particular time.

**Parliamentary Authority:** the code of procedure adopted by the Board as its parliamentary guide and governing in all parliamentary situations not otherwise provided for in the Board's rules or Florida Statutes.

**Pending Motion:** sometimes referred to as Pending Question. Any motion that has been proposed and stated by the Chair for the Board's consideration and is awaiting decision by vote.

**Precedence:** the rank or priority governing the motion.

**Precedent:** a course of action that may serve as a guide or rule for future similar situations.

**Proposal or Proposition:** a statement of a motion of any kind for consideration and action.

**Quorum:** the number of persons that must be present at a meeting of the Board to enable it to act legally on business.

**Recognition:** acknowledgement by the Chair, giving a member sole right to speak.

**Reconsider:** to review again a matter previously disposed of, and to vote on it again, a motion to reconsider can be made at the same meeting day or at a future meeting.

**Request:** a statement to the Chair asking a question or some "right."

**Rescind:** to nullify or cancel a previous action.

**Resolution:** a formal motion, usually in writing, and introduced by the word “resolved,” that is presented to the Board for a decision.

**Resolution of Thanks:** a formal resolution given to a person(s) for a special service(s) from the Board.

**Restricted Discussion:** discussion on certain motions in which discussion is restricted to a few specified points.

**Roll Call Vote:** a recorded vote taken by calling the roll of the Commission.

**Ruling:** a pronouncement of the Chair that relates to the procedure of the Board.

**Second:** after a motion has been proposed, the statement “I second the motion” by another member who thus indicates his/her willingness to have the motion considered.

**Seriatim:** consideration by sections or paragraphs.

**Standing Committees or Boards:** committees or boards that have a fixed term and perform any work in its field assigned to it by the County or the Commissioners.


**Statute:** a law passed by the Legislature.

**Tie Vote:** a vote in which the affirmative and negative vote are equal on a motion. A motion receiving a tie vote is deemed denied, since a majority vote is required to take action.

**Unanimous Consent:** deciding a routine motion without voting on it. If anyone objects, a vote must be taken.

**Unfinished Business:** any business that is postponed definitely to a time certain.

**Voice Vote:** a vote taken by asking for the “ayes” and “nays”. A person voting “aye” shall be in favor and a person voting “nay” shall be opposed. :”Aye” may never be used to vote in opposition.

TAYLOR COUNTY BOARD OF COMMISSIONERS	
County Commission Agenda Item	
<b>SUBJECT/TITLE:</b> 	THE BOARD TO CONSIDER APPROVAL OF A LIBRARY PATRONS POLICY, AS AGENDAED BY THE COUNTY ADMINISTRATOR
<b>MEETING DATE REQUESTED:</b>	FEBRUARY 17, 2015

**Statement of Issue:** IN ORDER TO GIVE CLEAR GUIDANCE TO LIBRARY PERSONNEL AND IN ORDER TO SAFEGUARD THE RIGHTS OF ALL LIBRARY PATRONS, A POLICY HAS BEEN WRITTEN REGARDING DISRUPTIVE OR UNRULY PATRONS AND AUTHORIZING LIBRARY PERSONNEL TO TAKE APPROPRIATE ACTION.

**Recommended Action:** APPROVE THE POLICY AS WRITTEN

**Fiscal Impact:** NONE

**Budgeted Expense:**

**Submitted By:** COUNTY ADMINISTRATOR

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THIS POLICY WAS REVIEWED AT THE COUNTY COMMISSIONERS WORKSHOP ON JANUARY 27, 2015.

**Options:**

**Attachments:**





# **Taylor County**

## **Board of County Commissioners'**

### **Policy Manual**

<b>Policy #:</b>	<b>Title:</b>	<b>Effective Date:</b>
<b>9.01</b>	<b>Library Patron Rights and Responsibilities</b>	<b>02/17/15</b>

#### **PURPOSE**

---

Publicly supported library service is based upon the First Amendment right of free expression. Taylor County maintains a library environment that is conducive to all users' exercise of their constitutionally protected right to receive information. In order to protect all library users' right of access to library facilities, to ensure the safety of users and staff, and to protect library resources and facilities from damage, the Board of County Commissioners imposes the following reasonable restrictions on the manner of library access.

#### **REFERENCE**

---

Three Rivers Regional Library System Interlocal Agreement

#### **POLICY**

---

##### **(A) GENERAL CONDITIONS AND POLICIES**

- 1. Parents or other adults accompanying minor children are responsible for those children in the Library. Library staff is not responsible for unattended children. Parents or other adults accompanying minor children should remain in the Library during scheduled Library sponsored children's programs.**
- 2. Eating and drinking are only allowed in designated areas of the Library.**
- 3. Normal conversations are allowed.**
- 4. Taylor County Public Library reserves the right to inspect packages.**
- 5. The following acts are strictly prohibited:**
  - a. Noise or talking which disturbs others.**
  - b. Intoxication from use of alcohol or drugs.**
  - c. Use of the wrong restroom or bathing in restrooms.**
  - d. Campaigning, soliciting or petitioning.**
  - e. Fighting.**
  - f. Harassment and verbal, visual, or physical abuse of Library patrons or staff.**
  - g. Use of radios or TVs without headphones.**
  - h. Improper use or destruction of Library property.**
  - i. Running or noisy playing.**

- j. Repetitive breaking of Library rules or misuse of Library spaces, materials or equipment.
  - k. Possession on Library grounds of a weapon, electric weapon, a firearm, a destructive device or explosive as defined in Florida Statutes 790.
  - l. Loitering in the entrance and lobby.
  - m. Smoking.
  - n. All acts and behaviors as prohibited by law or ordinance.
6. All patrons under the age of 16 must be accompanied and supervised by a parent or guardian. It is not the responsibility of the Library staff to supervise individual children. If an unattended minor is discovered, then Library Staff will attempt to contact the minor's parent or guardian. If contact cannot be made or the minor refuses to cooperate with staff, then the Police Department will be called to assist in locating the minor's parent or guardian.

## **(B) DISRUPTIVE PATRONS**

1. **Definition – Disruptive behavior is any behavior on library premises which infringes on the rights of others to use the library. This includes, but is not limited to, the prohibited acts enumerated in Section (A)(5), including abusive language, illegal activity, fighting and/or staff verbal or physical harassment. Such behavior will not be allowed to interfere with library service to others.**
2. **Procedure – Disruptive patrons will be handled in the following manner by library staff and/or security guard on duty.**
  - a. Patron given a verbal warning indicating that such behavior is disruptive to other library users and is unacceptable.
  - b. If the disruptive behavior continues, a second warning is given, and if the patron is a minor, the parent/guardian is given the same warning.
  - c. If the disruptive behavior continues the patron will be asked to leave the library premises. If the patron is a minor, then the parent/guardian will be asked to escort the patron from the library premises.
  - d. If the patron's disruptive behavior continues and he/she refuses to leave the library premises, or if the parent/ guardian will not escort the child from the library premises, library staff is authorized to call the Police (911). Failure to leave the Library when asked to do so will subject the person to possible arrest under Florida Statutes 810.08 "Trespass in Structure of Conveyance". Persons whose behavior is disruptive or dangerous may be placed on "Trespass after Warning" notification with the police.
3. **Documentation – Library staff will document each interaction with patrons in the enforcement of the rules and procedures of this policy. Documentation shall be maintained by library staff to ensure consistency and justification of enforcement. This documentation shall include at least the following information:**
  - a. Date and time of the infraction.
  - b. Name(s) of the patrons and staff involved.
  - c. Summary narrative of the behavior encountered and enforcement actions taken.

- d. Statements from witnesses and staff involved.
- e. Police reports, if applicable.

**(C) CONSTANTLY DISRUPTIVE PATRON OR CHILD(REN)**

1. When patron behaviors are consistently unacceptable and the written documentation warrants it, and upon recommendation by the Library Manager, patrons will be progressively suspended from the use of the Library for 30 days, 90 days and then for a 2 year period.
2. Patrons will be allowed to appeal each suspension in writing or in person to the County Administrator.

**RESPONSIBLE DEPARTMENT**

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**Library**

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**Revision Date(s):**

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO REVIEW AND APPROVE THE BID DOCUMENT FOR THE ARTIFICIAL REEF CONSTRUCTION SERVICES GRANT FROM FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, AS AGENDAED BY GEOFF WALLAT, MARINE EXTENSION AND NATURAL RESOURCES AGENT.

**MEETING DATE REQUESTED:**

FEBRUARY 17, 2015

**Statement of Issue:** PROPOSED DEADLINE FOR BID RETURNS IS MARCH 13, 2015. ALL WORK MUST BE COMPLETED BY DECEMBER 31, 2015. THE GRANT IS FOR \$120,000.00

**Recommended Action:** APPROVE BID DOCUMENT

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:**

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**



## **TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

ANNIE MAE MURPHY, Clerk  
Post Office Box 620  
Perry, Florida 32348  
(850) 636-3506 Phone  
(850) 838-3549 Fax

DUSTIN HINKEL, County Administrator  
201 East Green Street  
Perry, Florida 32347  
(850) 838-3500, extension 7 Phone  
(850) 836-3501 Fax

CONRAD C. BISHOP, JR., County Attorney  
Post Office Box 167  
Perry, Florida 32348  
(850) 584-1113 Phone  
(850) 584-2433 Fax

February 17, 2015

### **Taylor County Invitation to Bid (ITB) Artificial Reef Construction Services FWC-14025 Contract with Florida Fish and Wildlife Conservation Commission Division of Marine Fisheries Management Artificial Reef Grants Program**

Taylor County requests sealed bids from individuals or firms to provide marine construction services to enhance a permitted artificial reef site in Federal waters. The County has received a grant to construct and deploy prefabricated concrete modules in the Steinhatchee Fisheries Management Area Public Fishing Zone (SFMA-PFZ) located off southern Taylor and northern Dixie Counties. Funding for this grant is from the Florida Fish and Wildlife Conservation Commission (FWC). The Fish and Wildlife Conservation Commission's mission in Florida is to manage fish and wildlife resources for their long-term well-being and the benefit of people. The Commission administers four major programs including freshwater fisheries, law enforcement, marine fisheries, and wildlife. The intent of this bid is to obtain competitive pricing for the fabrication, transport, and deployment of designed concrete artificial reef modular units, per the specifications contained herein.

#### **ESTIMATED BUDGET**

The total project budget is not to exceed \$120,000. This is the total available budget and includes all expenses and contingencies.

#### **TERM**

The contract will be effective from anticipated award date in early April 2015 to December 31, 2015.

Project shall be completed by the vendor by December 31, 2015. No extension will be granted.

The responsive, responsible, qualified bidder will be awarded the contract based on the following criteria: (1) available equipment and staff to complete the project on time (2) artificial reef building experience (3) lowest cost per unit of reef material deployed.

During this ITB process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. Taylor County is an Equal Opportunity Employer; Minority Business Enterprises, Women's Business Enterprises, and Disadvantaged Business Enterprises (MBEI/DBE businesses) are encouraged to participate. In compliance with the Florida Sunshine Amendment and Code of Ethics. Taylor County enforces open and fair competition in its ITB. During the ITB process, questions or request for any additional information concerning this ITB must be received by March 13, 2015. Technical questions shall be directed to Geoff Wallat Taylor County Extension ([gwallat@ufl.edu](mailto:gwallat@ufl.edu)), (850) 838-3508.

The County reserves the right to request clarification of any information submitted by proposers. The County, with suitable basis provided for by law, reserves the right to reject any and all proposals, and to waive any informalities or irregularities in the proposal process. The FWC program contracts are subject to grant awards and release of funds by respective funding agencies.

Contractors shall submit one (1) original and six (6) copies of their bid in sealed packages and marked clearly: "SEALED PROPOSAL FOR ARTIFICIAL REEF CONSTRUCTION SERVICES", no later than 4:00p.m. on Friday March 13, 2015 to Taylor County Clerk of Courts, 108 North Jefferson St. Suite 102 Perry, FL 32347. The company name and address of the firm submitting proposals must be clearly marked on the outside of the sealed proposal envelope. Proposals will be opened at 6:00 pm on March 17, 2015 at the Board of County Commissioners meeting in the Commission Board Room located at 201 E. Green Street, Perry, Florida 32347.

Bid responses should be limited to 50 pages, however, Minority Business Enterprises, Women's Business Enterprises, and Disadvantaged Business Enterprises (MBEI/DBE businesses) certification(s), statement on Public Entity Crimes, other appendix documentation, sectional dividers, and front and back covers will not be counted toward the total. A letter of interest not to exceed three (3) additional pages may also be included in the bid. Bids that exceed this length will be considered non-responsive and will not be evaluated. Late proposals will be returned unopened. Evaluation and selection will occur in accordance with the appropriate requirements at a time and place to be determined. At the discretion of the County, proposers may be asked for additional information as part of the selection process. Taylor County supports Equal Opportunity Employment, Fair Housing, Drug Free Workplace and Providing Handicapped Access.

### **Scope of Work**

The Taylor County Board of County Commissioners seeks bids for the fabrication, transport, and deployment of a minimum of 224 prefabricated concrete artificial reef modular units to the Steinhatchee Fisheries Management Area Public Fishing Zone (SFMA-PFZ). Bid applicants can refer to the following website for Global Positioning Satellite (GPS) coordinates:

[http://taylor.ifas.ufl.edu/documents/SFMA\\_CTRS\\_FIGURE.pdf](http://taylor.ifas.ufl.edu/documents/SFMA_CTRS_FIGURE.pdf)

The Scope of Work is detailed in Attachment A – SCOPE OF WORK at the end of this document. Deployment sites within the SFMA-PFZ will be determined by Geoff Wallat, Taylor County Marine Extension Agent. Contact Mr. Wallat by phone 850-838-3508 or email [gwallat@ufl.edu](mailto:gwallat@ufl.edu) for deployment site locations or other questions related to this bid packet.

## **Coordination with Taylor County on Final Project Planning**

The Awarded Contractor(s) will coordinate with Taylor County representative Geoff Wallat, phone 850-838-5308; email [gwallat@ufl.edu](mailto:gwallat@ufl.edu), to develop the final project plan and selecting GPS locations for every deployment location.

## **Administrative Duties of the Awarded Contractor**

The Awarded Contractor will perform all administrative functions associated with soliciting resources and participation including providing any required records or other documentation to Taylor County.

## **Liability**

The Awarded Contractor shall be responsible for expenses, costs and liability resulting from the project. Payments to project participants and subcontractors secured by the awarded Contractor will be the sole responsibility of the awarded Contractor. The awarded Contractor shall not hold Taylor County responsible for any liability incurred as part of the project.

## **MANDATORY FORMS**

The following forms must be submitted along with one original and six copies of the bid with the bid signed by a representative authorized to contractually bind the Contractor. Failure to submit these forms or to sign the proposal shall result in automatic rejection of the proposal. These forms are:

1. The Invitation to Bid (ITB) Contractual Services Acknowledgment Form (Cover Sheet)
2. Certification Regarding Debarment Form
3. Contractor Qualification Form
4. References Form
5. Public Entity Crimes Statement Form
6. Contractor's Proposal Price Sheet

## **NOTICE TO PROCEED**

The awarded Bidder shall not initiate work under this contract until the required Performance Bond and Insurance have been received by the County. The vendor may begin work once it has received an official written Notice to Proceed from the Project Manager.

## **LIQUIDATED DAMAGES**

If the Contractor fails to complete the work or the conditions of the Purchase Order Contract and/or Amendments by the completion date, the County shall have the right to deduct from any amount due and payable to the Contractor, as liquidated damages, in an amount of \$100.00 per calendar day. All liquidated damages assessed after the agreed to work completion date will include every day of the week (weekdays and weekends). Exceptions to this may be made if a delay is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Project Manager.

## **WARRANTIES/DAMAGED ITEMS/DELIVERY**

The successful Bidder shall assume full responsibility for providing or ensuring warranty coverage and/or warranty service on any and all items including goods, materials, or equipment provided to the County. If the successful Bidder is not the Manufacturer, all Manufacturer warranties must be passed through to the County.

Delivery shall be made no later than the specified Delivery Date. The successful Bidder shall pay all costs associated with delivery and shall assume full responsibility for all item(s) damaged prior to the F.O.B. destination delivery and agree to hold harmless the County of all responsibility for prosecuting damage claims.

The successful Bidder shall assume full responsibility for replacement of all defective or damaged goods within thirty (30) days of notice by the County of such defect or damage.

## **PERFORMANCE BOND**

A Performance Bond shall be required from the Vendor by the County for this project. Prior to commencing any work, and within 7 days after issuance of a purchase order, the Contractor shall furnish a Performance Bond in the amount of 100 percent (100%) of the total contract price to ensure full and complete performance of the contract to the Project Manager. The bond must state on its front page: the name, principal business address, and phone number of the Contractor, the Surety, Taylor County Board of County Commissioners name, the purchase order or contract number assigned to the project by the County, and a general description of the project. Please note: A Notice to Proceed will not be issued until after the required bond has been received.

The Bond shall be issued from a reliable Surety Company acceptable to the County, licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. Such a bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the bonds in behalf of the Surety had the authority to do so on the date of the bond. The cost of the Performance Bond shall be borne by the Contractor.

In lieu of a Performance Bond, the County may prior approve an alternate form of security in the form of an irrevocable letter of credit. The alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the Performance Bond.



Work shall not begin before the County receives the Performance Bond. Failure to provide a Performance Bond may be grounds to find the Vendor in default, which could include; cancellation of the contract, and/or the Vendor's removal from the County's approved vendor list for future solicitations.

## **INSURANCE REQUIREMENTS**

### **1. Workers' Compensation**

To the extent required by law, the Contractor will either be self-insured for Worker's Compensation claims, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of its employees connected with the work of this project. If any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the County, for the protection of his employees not otherwise protected.

Employers who have employees who are engaged in work in Florida must use Florida rates, rules, and classifications for those employees. In the construction industry, only corporate officers of a corporation or any group of affiliated corporations may elect to be exempt from workers' compensation coverage requirements. Such exemptions are limited to a maximum of three per corporation and each exemption holder must own at least 10% of the corporation. Independent contractors, sole proprietors and partners in the construction industry cannot elect to be exempt and must maintain workers' compensation insurance.

### **2. Vendor's General Liability and Property Damage Insurance**

The vendor shall secure and maintain, during the life of this contract, comprehensive general liability insurance in the amount of \$1,000,000 to protect him/her from claims based on personal injury, including accidental death, as well as claims for property damage which may arise from operations under this contract whether such operations be by vendor or by vendor's agents or employees in the amount that such insurance shall be the minimum limit as follows:

1. Bodily Injury Liability - \$500,000 each incident
2. Property Damage Liability (other than automobile)- \$1,000,000 each incident

The vendor hereby agrees to indemnify and hold the County harmless from any and all claims or demands for any personal injury or property damage resulting or occurring in connection with any activities conducted under this contract and shall investigate all claims of every nature at its expense. In addition, the vendor agrees to be responsible for any injury or property damage resulting from any activities conducted under this agreement.

The County shall be exempt from, and in no way be liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the vendor and/or sub-contractor providing such insurance.

The Contractor shall provide and maintain the insurance as set forth in this contract and shall not cause this coverage to lapse for any reason during the life of the contract.

### CERTIFICATE OF INSURANCE

The Contractor agrees to supply proof of insurance to the Project Manager's Office within seven (7) calendar days after execution of the contract (Purchase Order), with the types and coverage outlined herein by the County. The Taylor County Board of County Commissioners shall be listed as Additional Insured. The proof of insurance must contain the purchase order number and all insurance policies shall be through insurers authorized or eligible to write policies in Florida. Copies are acceptable and can be faxed to (850) 838-3546.

### DAMAGES TO STATE, COUNTY OR PERSONAL PROPERTY

Any damages to property (i.e. structures, roads, culverts, fences, trees, or other natural resources) caused by the Vendor while working on this project shall be the responsibility of the vendor to remedy, as determined by the County. The vendor shall be responsible for the conduct of all vendor personnel at all times while on the job site.

Should any historical or cultural artifacts be uncovered the vendor shall immediately halt work and notify the Project Manager. Please note: The State Archeologist has the power to halt work if he or she has reason to believe artifacts are being disturbed.

### SUBCONTRACTS

The Contractor is fully responsible for all work performed under the Contract resulting from this ITB. The Contractor may, upon receiving prior written consent from the Project Manager, enter into written subcontract(s) for performance of certain functions under the Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

### TERMINATION FOR DEFAULT

This contract shall terminate immediately upon the County giving written notice to the Contractor in the event of fraud, willful misconduct, failure to perform work in an appropriate and timely manner, or breach of this contract. If this contract is terminated because of failure on part of the Contractor to fulfill his/her undertakings under this contract, the County may order the contractor to cease all work and assume the work and services and perform them to completion under the contract specifications or otherwise. Upon such order and completion of work by the County, the Contractor shall be liable to the County for any excess cost occasioned to the County thereby.

The County may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in

- default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County. The rights and remedies of the County in this clause are in addition to any other rights and remedies provided by law or under the Contract.

In such an event, the Contractor may be found in default and removed from the County Vendor list.

#### SUSPENSION OF WORK

The County may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The County shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the County shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

#### TERMINATION FOR CONVENIENCE

The County, by written notice to the Contractor, may terminate the Contract in whole or in part when the County determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

#### NON-DISCRIMINATION

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Contract.

#### PUBLIC ENTITY CRIMES

In accordance with Section 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, Vendor/Contractor, supplier, subcontractor, consultant or by any other manner under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. A public entity crimes statement is required.

#### PUBLIC RECORDS

The County reserves the right to unilaterally cancel this contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119 F.S., and made or received by the Contractor in conjunction with this contract.

#### RECORD KEEPING REQUIREMENTS

The Contractor shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract, in accordance with generally accepted accounting principles. The Contractor shall allow the County, or other authorized representatives, access to

periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks and any and all similar material. Such audit may include examination and review of the source and application of all funds whether from the state, local or federal government, private sources or otherwise. These records shall be maintained for five (5) years following the close of this contract. In the event any work is subcontracted, the Contractor shall require each subcontractor to similarly maintain and allow access to such records for audit purposes.

#### **COMPLIANCE WITH LAWS**

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, Chapter 287 of the Florida Statutes and Chapter 60A-1 of the Florida Administrative Code govern the Contract. By way of further non-exhaustive example, the Contractor shall comply with section 247A(e) of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Contractors submitting responses to this solicitation must also provide electronic and information technology resources in complete compliance with the accessibility standards provided in Rule 60-8.002, F.A.C.; these standards establish a minimum level of accessibility. Violation of such laws shall be grounds for Contract termination.

#### **PROHIBITION AGAINST LOBBYING**

The Contractor certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. If any non-Federal funds are used for lobbying activities as described above in connection with this Contract, the Contractor shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Contractor shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

Pursuant to the Lobbying Disclosure Act of 1995, the Contractor agrees to refrain from entering into any subcontracts under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

#### **SEVERABILITY AND CHOICE OF VENUE**

This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action in connection herewith, in law or equity, shall be brought in Taylor County, Florida.

#### **JURY TRIAL WAIVER**

As consideration of this Contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Contract.

**ADDITIONAL LEGAL REQUIREMENT**

All corporations seeking to do business with the State shall, at the time of submitting a bid, be on file with the Department of State in accordance with provisions of Chapter 607, Florida Statutes; similarly, partnerships seeking to do business with the State shall, at the time of submitting such bid, have complied with the applicable provisions of Chapter 620, Florida Statutes. For further information on required filing and forms, please go to the following sites: <http://www.sunbiz.org/index.html> or <http://www.dos.state.fl.us/>.



**TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS**

**ITB Contractual Services Acknowledgement Form (Cover Sheet)**  
**INVITATION TO BID: Taylor County Artificial Reef Construction Services**  
**TITLE: Steinhatchee Fisheries Management Area Public Fishing**  
**Zone (SFMA - PFZ) Enhancement**

\*\*\*\*\*  
**INVITATION TO BID/BIDDER ACKNOWLEDGMENT FORM**

The undersigned attest to the following:

*'We understand all of the terms, conditions and the specifications contained herein and agree to abide by all of the terms, conditions and the specifications in their entirety.'*

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

Vendor Mailing Address, including zip code; Telephone Number; and E-mail Address:

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

Federal Employer Identification Number (FEID): -----

----- Authorized Signature (Manual): -----

Authorized Signature (Typed) and Title:-----

**Purpose**

The intent of this bid is to obtain competitive pricing for the fabrication, transport, and deployment of designed concrete artificial reef modular units, per the specifications contained herein.

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION-LOWER TIER FEDERALY FUNDED TRANSACTIONS  
Taylor County contract with Florida Fish and Wildlife Commission (FWC-14025)

Required for **all** Vendor/Contractors and Subcontractors under contracts funded through a  
FEDERAL GRANT.

1. The undersigned hereby certifies that neither it nor its principals is presently debarred,  
suspended, proposed for debarment, declared ineligible, or voluntarily excluded from  
participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
  - a) Have not within a three-year period preceding this response been convicted of or had  
a criminal offense in connection with obtaining, attempting to obtain, or performing a  
public (Federal, State or local) transaction or contract under a public transaction;  
violation of Federal or State anti-trust statutes or commission of embezzlement,  
theft, forgery, bribery, falsification or destruction of records, making false  
statements, or receiving stolen property.
  - b) Are not presently indicted for or otherwise criminally or civilly charged by a  
governmental entity (Federal, State or local) with commission of any of the offenses  
enumerated in paragraph 2.(a) of this Certification; and
  - c) Have not within a three-year period preceding this certification had one or more  
public transactions (Federal, State or local) terminated for cause or default.

Where the undersigned is unable to certify to any of the statements in this certification, an  
explanation shall be attached to this certification.

Dated this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_.

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

Authorized Signature Vendor/Contractor

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
Vendor/Contractor's Firm Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Building, Suite Number

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Area Code/Telephone Number

INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
• INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER FEDERALLY FUNDED  
TRANSACTIONS

1. By signing and submitting this form, the certifying party is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Florida Fish and Wildlife Conservation Commission (FWC) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The certifying party shall provide immediate written notice to the person to whom this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the FWC or agency with which this transaction originated.
6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone No. (202) 501-4740 or (202) 501-4873.)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the FWC or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



## CONTRACTOR QUALIFICATION FORM

CONTRACTORS AS AIDED BY THIS FORM, MUST SHOW THAT THEY ARE COMPETENT AND HAVE THE NECESSARY RESOURCES TO FULFIL THE CONDITIONS OF THE CONTRACT.

**Failure to submit this form with all questions answered may be grounds for disqualification.**

The Proposer is a:

Corporation \_\_\_\_\_

Individual \_\_\_\_\_

Non Profit \_\_\_\_\_

Partnership \_\_\_\_\_

Principal Office Address \_\_\_\_\_

Official Representative \_\_\_\_\_

The Contractor identified herein shall mean the individual, representative/president of the non-profit organization, the partnership itself, or if a corporation, the corporation itself.

1. Each Contractor must be authorized to do business in the State of Florida and, if a corporation, must be incorporated under the laws of one of the States of the United States. Proof of same must be provided. If a new corporation is to be formed, provide full information as may be required.

2. Each Contractor must certify, and proof may be required, that it can carry out all the conditions required of it.

### ADDITIONAL LEGAL REQUIREMENTS

All corporations seeking to do business with the State shall, at the time of submitting a proposal, be on file with the Department of State in accordance with provisions of Chapter 607, Florida Statutes; similarly, partnerships seeking to do business with the State shall, at the time of submitting such proposal, have complied with the applicable provisions of Chapter 620, Florida Statutes. To be eligible for consideration, each corporation shall have inserted its corporate charter number in the space provided on the "Request For Proposal Contractual Services Acknowledgment Form", or, if applicable, have attached to its proposal a signed statement to the effect that said corporation is exempt from the above-described requirements of Chapter 607, Florida Statutes, and set forth particular reason(s) thereof.

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

If a corporation, answer the following:

When incorporated \_\_\_\_\_

In what State -----

If a foreign corporation, date of registration with Florida Secretary of State, and Name and Address of Resident Agent \_\_\_\_\_

**Operating Officers**

President's Name -----

Address \_\_\_\_\_

Phone \_\_\_\_\_

Vice-President's Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Treasurer's Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

**Board of Directors**

Name -----

Address \_\_\_\_\_

Name -----

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

If an Individual, Non-Profit, or Partnership, answer the following:

Date of organization \_\_\_\_\_

General or limited partnership \_\_\_\_\_

- Name and address of each Partner:

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

The Contractor understands that information contained in the Contractor Qualification Form is to be relied upon by the County, and such information is warranted by the Contractor to be true. The undersigned Contractor agrees to furnish such additional information, prior to the acceptance of any proposal relating to the qualification and stability of the Contractor, as may be required by the County.

The Contractor understands that the County has the right to verify the information submitted and to seek any additional information relating to Contractor qualifications and stability.

**REFERENCES**  
**Taylor County Artificial Reef Construction Services**

A minimum of three (3) references from persons or firms for whom the bidder has performed similar jobs as per the specifications in this bid must be supplied with the bid. The firms and/or contact persons should be available between the hours of 8:00 AM and 5:00 PM, Eastern Time, Monday through Friday. If any reference is not available as stated above, this may be cause for rejection of the vendor's bid. Provide a brief description (scope of work) of each job.

\*\*\*\*\*

NAME OF COMPANY:

\_\_\_\_\_

CONTACT PERSON:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

CITY/STATE/ZIP:

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

JOB DATE:

\_\_\_\_\_

BRIEF DESCRIPTION (SCOPE OF WORK)

\_\_\_\_\_

\*\*\*\*\*

NAME OF COMPANY:

\_\_\_\_\_

CONTACT PERSON:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

CITY/STATE/ZIP:

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

JOB DATE:

\_\_\_\_\_

BRIEF DESCRIPTION (SCOPE OF WORK):

\_\_\_\_\_

\*\*\*\*\*

NAME OF COMPANY:

\_\_\_\_\_

" CONTACT PERSON:

---

ADDRESS:

---

CITY/STATE/ZIP CODE:

---

TELEPHONE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

JOB DATE:

---

BRIEF DESCRIPTION (SCOPE OF WORK: \_\_\_\_\_

---

---

**VENDOR NAME**

---

**AUTHORIZED SIGNATURE**

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Signature and Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

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

My commission expires: — — — — —  
—

CONTRACTOR'S PROPOSAL PRICE SHEET FORM

TAYLOR COUNTY ARTIFICIAL REEF CONSTRUCTION SERVICES

Note: Vendor is to submit one Proposal Price Sheet in a separately marked envelope, accompanying the bid response in the sealed bid envelope.

Reef Unit and Package Prices and Fee Schedule

Reef Materials Cost:

224 Reef Cubes @\$\_\_\_\_\_price per each=\$\_\_\_\_\_

Total Reef Materials Cost\_\_\_\_\_

Transport and Placement Cost:

14 sixteen -cube patch reef packages (16 cubes per package). Includes all handling, transport, and placement of each on the bottom in the Steinhatchee Fisheries Management - Public Fishing Zone (SFMA-PFZ) @ \$price per each package

=\$\_\_\_\_\_

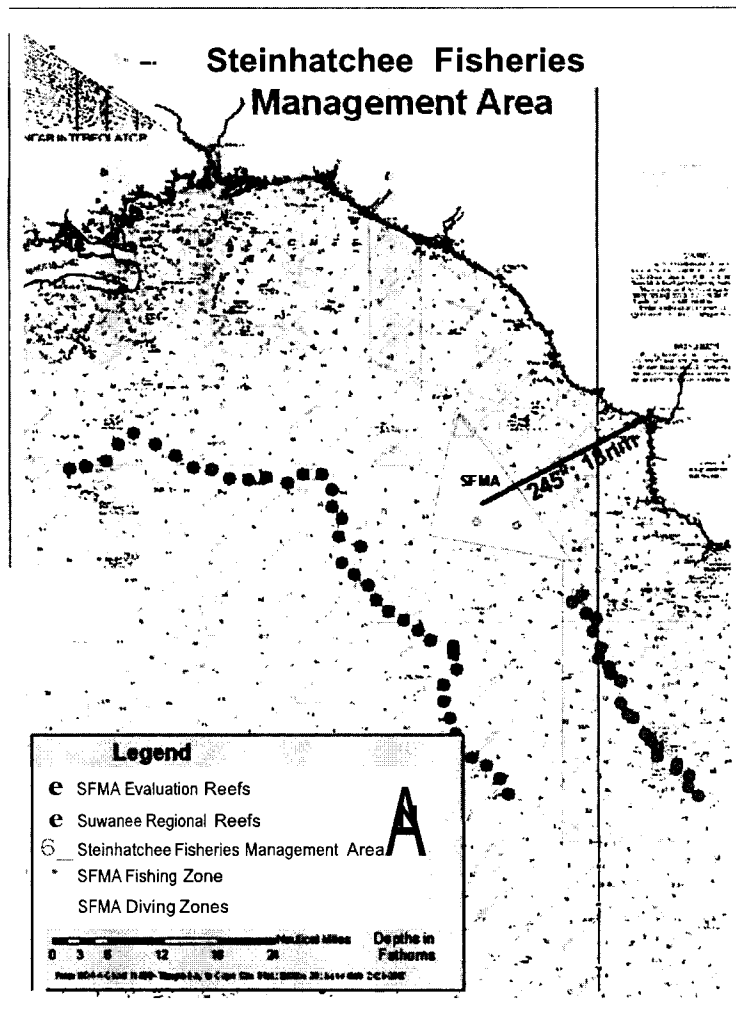
Total Transport and Placement Cost

Total Cost=\$\_\_\_\_\_

Provide a proposed schedule of payment not to be more frequently than monthly.

\$120,000 MAXIMUM is available for the project in its entirety.

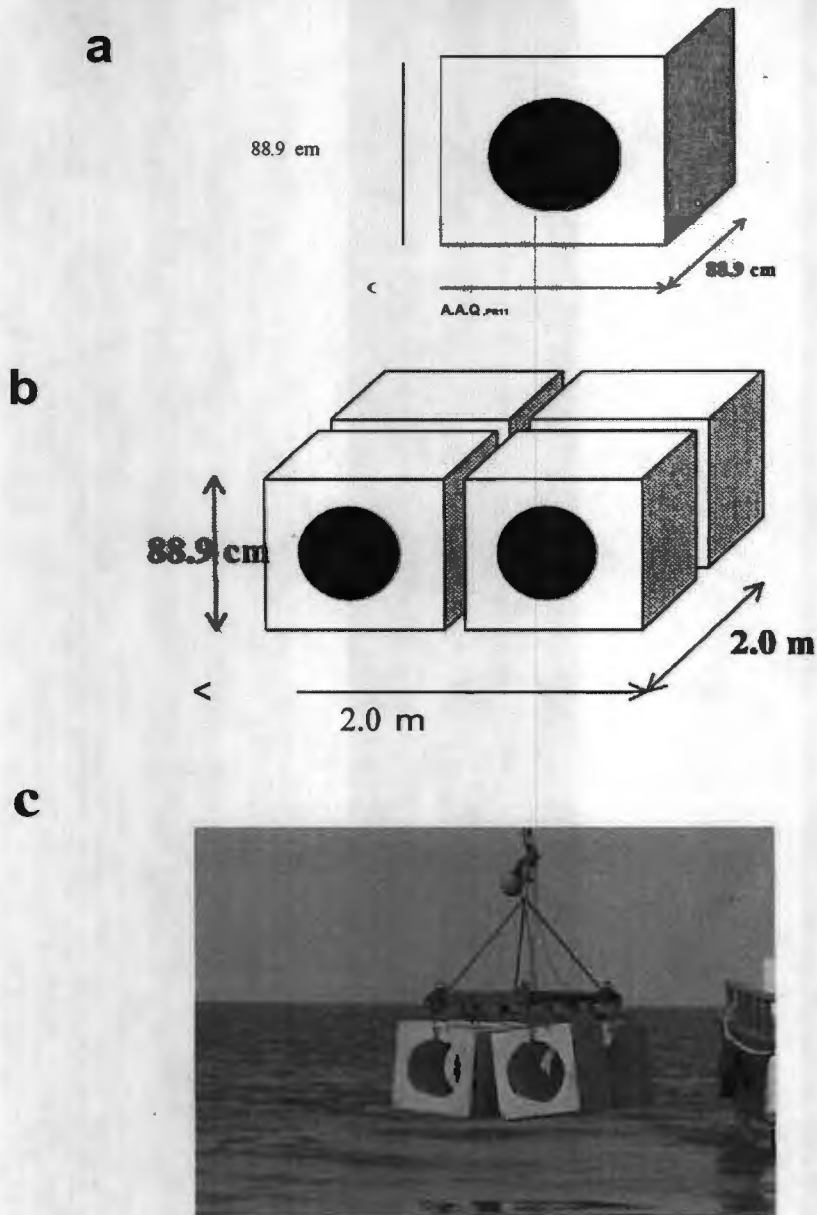




**Figure 1:** Location map for the Steinhatchee Fisheries Management Area (SFMA, large triangle) in the northeastern Gulf of Mexico, offshore from Taylor and Dixie Counties, Florida.(from NOAA Chart 11400). Constructed materials will be placed in the Steinhatchee Fisheries Management Area Public Fishing Zone (SFMA- PFZ), Northern top of triangle shaded in orange color.

Website Reference: [http://taylor.ifas.ufl.edu/documents/SFMA\\_CTRS\\_FIGURE.pdf](http://taylor.ifas.ufl.edu/documents/SFMA_CTRS_FIGURE.pdf)

Range and bearing is from the Steinhatchee River channel to SFMA center. For reference, locations of SFMA sentinel reefs further offshore and the Suwannee Regional Reef System to the south are indicated, as are the SFMA zones designated for fishing and diving.



**Figure 2:** Artificial reef materials and deployment mechanism for reefs within the Steinhatchee Fisheries Management Area Public Fishing Zone: (a) schematic diagram of the standardized, prefabricated concrete cube with large central cavity (61cm diameter); (b) schematic diagram of a standardized 4-cube patch reef to be placed as an Steinhatchee Fisheries Management Area – Public Fishing Zone (SFMA-PFZ) reef; (c) photograph of a standardized 4-cube patch reef being deployed.

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO RATIFY THE COUNTY ADMINISTRATOR'S SIGNATURE ON A RENEWAL CONTRACT WITH DATAWORKS PLUS, A SOLE SOURCE PROVIDER OF SOFTWARE MAINTENANCE FOR THE TAYLOR COUNTY JAIL'S RAPIDID SYSTEM, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

FEBRUARY 17, 2015

**Statement of Issue:** CURRENT CONTRACT EXPIRED 12/31/14. THE RENEWAL PRICE IS \$1802.64 – THE SAME AS THE PREVIOUS CONTRACT. NO INCREASE.

**Recommended Action:** APPROVE THE CONTRACT RENEWAL

**Fiscal Impact:** \$1802.64

**Budgeted Expense:** YES

**Submitted By:** COUNTY ADMINISTRATOR

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:** New contract and sole source memo

DataWorks Plus, LLC  
728 N. Pleasantburg Drive  
Greenville, SC 29607



866-632-2780 (Toll-Free)  
864.672.2780 (P)  
864.672.2787 (F)

## **MAINTENANCE AND SUPPORT AGREEMENT**

**AGENCY:** Taylor County Jail  
589 E US HWY 27  
Perry, FL 32347

**Term Effective**      **Start: 1/1/15**      **End: 12/31/15**

**PAYMENT TERMS:**    **NET 30**

**24X7 SOFTWARE AND HARDWARE SUPPORT: (AMOUNT: \$1,802.64)**

- 24X7 Telephone Support: 2 Hour Response
- Free Remote SOFTWARE Updates for DataWorks Plus Applications During Normal Business Hours – does not include Operating System
- Remote Dial-in Analysis
- Standard Shipping for Defective HARDWARE with Remote Installation Assistance

**Hardware purchased from DWP Job Number 11-202:**

- One (1) Cogent CSD-450 Scanner
  - Serial Number: 10001300
- One (1) Datamax E4305 2D Bar Code Printer
  - Serial Number: 13383003
- One (1) Dell Optiplex 380 Mini-Tower
  - Serial Number: 9RZGZQ1
  - Intel Core 2 Duo E7500
  - 250GB 7200rpm hard drive
- One (1) 20" Monitor
  - Serial Number: CNOYR64P74445162AMAL

**Hardware purchased from DWP Job Number 11-307:**

- Four (4) Cogent Bluecheck2 Upek Scanners
  - Serial Numbers: BC2u50089, BC2u50353, BC2u50429, BC2u50325

**Software:**

FALCON Rapid ID Edge Device Software  
Fingerprint Segmentation Software  
FDLE Certified Datamax E4305 2D DNA Bar Code Printer Software  
Microsoft SQL Database License 1 CAL



## **1. REPORTING A PROBLEM TO DATAWORKS PLUS:**

- 1.1 The ***Taylor County Jail*** can contact Technical Support using either of the following options:
  - Toll-free telephone support (**866-632-2780, dial "3" for Customer Support**)
  - Email: ***support@dataworksplus.com***
  - Customers can also generate web-based support tickets by visiting:  
***www.dataworksplus.com/support***.
- 1.2 The ***Taylor County Jail*** should use our toll-free number to report problems that require immediate attention. To expedite the problem, the ***Taylor County Jail*** needs to have readily available, the machine name or IP address of HARDWARE or SOFTWARE with the problem, the type of SOFTWARE with the issue and a sample record number.

## **2. DATAWORKS PLUS RESOLUTION PROCESS: (SEE ADDENDUM/EXCLUSIONS)**

- 2.1 DATAWORKS PLUS Technical Support Team will open a ticket in our tracking system as acknowledgment of an issue reported to us. The ***Taylor County Jail*** can request a ticket number for their tracking purposes.
- 2.2 DATAWORKS PLUS Technical Support will connect to the system remotely to determine the problem and resolution.
  - DATAWORKS PLUS will contact the ***Taylor County Jail*** upon closure of the ticket.
  - DATAWORKS PLUS will, at no additional expense to the ***Taylor County Jail***, correct any failures of the covered SOFTWARE to meet its specifications.
- 2.3 If the remote site support does not satisfactorily resolve the problem, DATAWORKS PLUS may choose to send a qualified technician to your site to correct the problem. The decision to send a technician onsite will be at the sole discretion of DATAWORKS PLUS and will be done at no additional expense to the ***Taylor County Jail***.

## **3. DATAWORKS PLUS RESPONSIBILITIES TO SOFTWARE:**

- 3.1 DATAWORKS PLUS will, at no additional expense to the ***Taylor County Jail***, provide all enhancements, additions and updates to the SOFTWARE. The ***Taylor County Jail*** can contact our Technical Support team to schedule SOFTWARE updates for any SOFTWARE purchased from DATAWORKS PLUS. All SOFTWARE updates should be scheduled during normal business hours. Fees for non-business hours updates can be provided as needed.
  - ✓ DATAWORKS PLUS warrants that its products are free from viruses. Any virus introduced to the ***Taylor County Jail's*** system by DATAWORKS PLUS will be remedied at the sole expense of DATAWORKS PLUS.

## **4. TAYLOR COUNTY JAIL'S RESPONSIBILITIES:**

- 4.1 Maintenance does not cover virus protection or system failure due to virus infection. The on-site system administrator is responsible for Operating System updates and Anti-virus SOFTWARE updates. The ***Taylor County Jail*** will be responsible for any damage or failure caused by a computer virus. In the event that a system becomes infected and the ***Taylor County Jail*** requires assistance,



DATAWORKS PLUS will assist the **Taylor County Jail** on a time and materials basis. Systems that have been infected can contact DATAWORKS PLUS to assist with rebuilds after they have completed a complete virus scan and malware scan of the system.

- 4.2 However, the **Taylor County Jail** can, at no additional expense, contact our technical support team for assistance in setting the proper exclusions for anti-virus solutions provided by the **Taylor County Jail**.
- 4.3 The **Taylor County Jail** is responsible for providing a backup solution and ensuring that backups are being conducted. The **Taylor County Jail** can, at no additional expense, contact DATAWORKS PLUS support to configure SQL backups to disk or USB drive. DATAWORKS PLUS encourages customers to provide a 3rd party backup solution.

**5. DATAWORKS PLUS HARDWARE RESPONSIBILITIES: (The section below relates to HARDWARE listed on this contract that is covered by DATAWORKS PLUS)**

- 5.1 DATAWORKS PLUS will, at no additional expense to the **Taylor County Jail**, repair or replace any piece of covered HARDWARE that malfunctions due to normal wear and tear based on manufacturer specifications at the time of purchase. This does not cover HARDWARE malfunctions due to acts of God, abusive damage or accidents, or HARDWARE/HARDWARE components replaced at the discretion of the **Taylor County Jail**.
- 5.2 This contract does not include consumable items such as (but not limited to) batteries, printer paper, printer ribbons, toner, photographic paper, print heads, magnetic tapes, or transfer ribbons for printers. This applies only to customers who have purchased printers from DATAWORKS PLUS and those printers are under a current support agreement.
- 5.3 DATAWORKS PLUS reserves the right to replace any piece of covered HARDWARE with the same or comparable model if the existing model is no longer available. The decision to replace HARDWARE is at the sole discretion of DATAWORKS PLUS.
- 5.4 DATAWORKS PLUS reserves the right to discontinue coverage for printers that become "general use" printers, instead of printers used exclusively for DATAWORKS PLUS applications. In this event, DATAWORKS PLUS will honor the terms in this agreement but may discontinue coverage upon contract renewal.
- 5.5 DATAWORKS PLUS will, at no additional expense to the **Taylor County Jail**, provide next-day delivery (except Sundays and Holidays, in which case, delivery will be scheduled for the next business day) of a replacement unit for any piece of covered HARDWARE that malfunctions due to normal wear and tear. DATAWORKS PLUS will provide next-day delivery by UPS Red Label, FedEx Priority Overnight, or a similar service. Replacement units will be loaned to the **Taylor County Jail** until DATAWORKS PLUS has repaired the failed unit or until DATAWORKS PLUS makes the decision to provide a permanent replacement.

**Note:** Due to the registration processes for MC75 devices, DATAWORKS PLUS will ship the defective device to our headquarters at no expense to the **Taylor County Jail**. DATAWORKS PLUS will repair the MC75 device and ship the original device back to the **Taylor County Jail**.

- 5.6 DATAWORKS will provide telephone assistance for connectivity for defective HARDWARE listed: Camera equipment, panner sets, keyboards, external disk drives, monitors, mice.

DataWorks Plus, LLC  
728 N. Pleasantburg Drive  
Greenville, SC 29607



866-632-2780 (Toll-Free)  
864.672.2780 (P)  
864.672.2787 (F)

- 5.7 DATAWORKS PLUS will, at no additional expense to the **Taylor County Jail**, provide all computer-related and firmware updates as deemed necessary, for all computer equipment purchased from DATAWORKS PLUS and all DATAWORKS PLUS SOFTWARE applications. Additional charges may apply for firmware upgrade for mobile devices.

**6. CONNECTIVITY:**

- 6.1 DATAWORKS PLUS will provide upon request, at no additional expense to the **Taylor County Jail**, one USB modem, modem SOFTWARE, and remote connectivity SOFTWARE (such as VNC or Remote Desktop) necessary to provide remote site support. The **Taylor County Jail** is responsible for providing a VPN or direct-inward-dial telephone line. DATAWORKS PLUS is not responsible for any annual or monthly SOFTWARE fees for connectivity purposes.

**7. ADDITIONAL TRAINING:**

- 7.1 Upon request, DATAWORKS PLUS will provide a 30% discount on refresher training to the **Taylor County Jail**. Quotes for training can be obtained by contacting Deanna Allen, Director of Technical Support, at 866 632 2780 x 6731.

**8. ASSISTANCE BEYOND THE SCOPE OF THIS CONTRACT:**

- 8.1 Additional engineering and support efforts by DATAWORKS PLUS, beyond the scope of this agreement, may be charged as follows. This may include any related travel and administrative expenses.

**BILLABLE RATES**

**(Outside the scope of a current Maintenance and Support Agreement)**

8 a.m. – 5 p.m. (M-F, local time)	\$180 per hour, 2 hours minimum charge
After 5 p.m., Saturday, Sunday and Holidays	\$260 per hour, 2 hours minimum charge

**9. CONTRACT CANCELLATION:**

- 9.1 The **Taylor County Jail** through written notification to DATAWORKS PLUS may cancel this maintenance/support agreement. Any unused portion of the maintenance/support costs listed on this contract will be refunded to the **Taylor County Jail** at a pro-rated amount.

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Greenville, SC 29607



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864.672.2787 (F)

**\*\*See Addendums A and B for information on moving SOFTWARE licenses to new HARDWARE and Non-Maintenance Time and Materials Rates.**

If Taylor County Jail requires the CJIS security addendum documentation for our support staff, please contact Jessica Mensing and this will be sent at the earliest.

**DATAWORKS PLUS**

Federal ID: 57-1104887

Name: Jessica Mensing

Signature: *Jessica Mensing*

Date: October 21, 2014

Invoice: TBD

***Taylor County Jail***

Name: *Dustin Hinkel*

Signature: *Dustin Hinkel*

Title: *County Administrator*

Date: *2/11/15*

PO#: \_\_\_\_\_



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## **ADDENDUM A**

Occasionally, customers have a need to move our SOFTWARE licenses to new HARDWARE, either due to HARDWARE failure or simply as a HARDWARE upgrade. DATAWORKS PLUS considers application upgrades as a part of our standard maintenance plan. However, system moves are not covered under the plan. Customer should contact DATAWORKS PLUS for pricing for system moves. Customers who need to move SOFTWARE/databases to new HARDWARE will need to do the following:

1. Contact DATAWORKS PLUS at **866.632.2780 x6731** for pricing and scheduling;
  2. Provide DATAWORKS PLUS with an equivalent HARDWARE solution as the original HARDWARE, with any SOFTWARE installed that was originally installed by the Agency;
  3. Provide VPN access to the new system and the old system simultaneously until the move is complete;
  4. Provide access to system backups and logs.
- DATAWORKS PLUS is not responsible for providing on-site assistance in the event of customer provided hardware failure.
  - DATAWORKS PLUS is not responsible for engineering/development work to reconstruct corrupt databases due to customer-provided hardware failure, or failure due to viruses/malware.
  - Customers who wish to schedule license moves and/or hardware upgrades may contact DATAWORKS PLUS for fees and scheduling.
  - Customers may contact us for pricing for a maintenance uplift plan that includes software license moves.
  - Our standard rates of \$180 per hour, 2 hour minimum, will apply for any installation or deployment related support issues after the initial training and installation for Kiosk.

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Greenville, SC 29607



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## **ADDENDUM B**

### **DATAWORKS PLUS Non-Customer Time and Materials Information Sheet**

DATAWORKS PLUS regrets that your Agency will no longer continue with a standard maintenance contract and hope to work with you as a regular maintenance customer in the future. To assist you during this time, please review the following "Time and Materials" procedures listed below:

- If technical assistance is needed, please contact DATAWORKS PLUS at 866.632.2780 x 3. The rate for T&M customers is as follows:

#### **BILLABLE RATES (Without a Maintenance and Support Agreement)**

8 a.m. – 5 p.m. (M-F, local time)	\$225 per hour, 2 hours minimum charge
After 5 p.m., Saturday, Sunday and Holidays	\$450 per hour, 2 hours minimum charge

- DATAWORKS PLUS will open a ticket for your Agency but will need a purchase order from your Agency before proceeding. Typically, this purchase order will be for the two-hour minimum listed above.
- Upon receipt of the purchase order, our technicians will connect to your site to determine the cause of the problem and an estimate of time for resolution.
- If the problem can be resolved during the two-hour minimum time-frame listed in the purchase order, we will proceed with the repair. DATAWORKS PLUS support technicians will contact your Agency before going above the time limit issued by your Agency.
- If the problem requires HARDWARE to resolve, DATAWORKS PLUS will issue your Agency a quote for the HARDWARE separately, provided the HARDWARE is not listed as obsolete by DATAWORKS PLUS. T&M agencies are responsible for shipping costs for the replacement HARDWARE.
- Upon closure of the ticket, DATAWORKS PLUS will issue an invoice with the purchase order given at the time of the initial call. Please note that agencies with current maintenance contracts will get priority in our support tracking system. However, we are happy to give agencies a time-frame for resolution.
- DATAWORKS PLUS does not provide on-site support for non-maintenance customers.
- DATAWORKS PLUS does not provide SOFTWARE upgrades for non-maintenance customers.

It is our desire to assist agencies in a timely fashion and to the satisfaction of those agencies. Please sign and return this letter along with your PO as acknowledgement to this agreement.

Agency Name: TAYLOR CO BOARD OF COUNTY COMMISSIONERS

Name: DUSTIN HINKEL

Signature: [Signature]

Title: COUNTY ADMINISTRATOR

Date: 2-10-15

PO#: \_\_\_\_\_



DataWorks Plus, LLC.  
1168 N. Pleasantburg Dr.  
Greenville, SC 29607  
864.672.2780  
864.672.2787 (fax)

November 26, 2013

Taylor County Sheriff's Office  
589 E US HWY 27  
Perry, FL 32347

RE: Sole Source Justification

To Whom It May Concern:

DataWorks Plus LLC is the sole source provider of the RapidID System which uses proprietary application codes, firmware and software for the RapidID System. DataWorks Plus has been contracted for ongoing support to cover hardware and software of the RapidID System.

Sincerely,

Lisa Cole  
Office Manager  
P: 864-672-6725  
F: 864-672-2787  
Toll Free: 866-632-2780  
[www.DataWorksPlus.com](http://www.DataWorksPlus.com)  
[lcole@dataworksplus.com](mailto:lcole@dataworksplus.com)

*FDLE supplied equipment*

DataWorks Plus, LLC  
728 N. Pleasantburg Drive  
Greenville, SC 29607



866-632-2780 (Toll-Free)  
864.672.2780 (P)  
864.672.2787 (F)

## MAINTENANCE AND SUPPORT AGREEMENT

**AGENCY:** Taylor County Sheriff's Office  
589 E US HWY 27  
Perry, FL 32347

**Term Effective** Start: 1/1/14 End: 12/31/14

**PAYMENT TERMS:** NET 30

### CONTRACT OPTIONS

- ☐ SOFTWARE AND HARDWARE, 24X7 ☐ SOFTWARE AND HARDWARE, 8X5  
☐ DECLINE MAINTENANCE – SEE TIME AND MATERIALS INFORMATION SHEET

**PAYMENT TERMS:** NET 30

### STANDARD SOFTWARE AND HARDWARE SUPPORT: (AMOUNT: \$1,545.12)

- 8 a.m. – 5 p.m. (M-F, Excluding Holidays) Telephone Support: 2 Hour Response
- Free Remote SOFTWARE Updates During Normal Business Hours
- Remote Dial-in Analysis
- Standard Shipping for Defective HARDWARE with Remote Installation Assistance

### 24X7 SOFTWARE AND HARDWARE SUPPORT: (AMOUNT: \$1,802.64)

- 24X7 Telephone Support: 2 Hour Response
- Free Remote SOFTWARE Updates During Normal Business Hours
- Remote Dial-in Analysis
- Standard Shipping for Defective HARDWARE with Remote Installation Assistance

### Hardware purchased from DWP Job Number 11-202:

- One (1) Cogent CSD-450 Scanner
  - Serial Number: 10001300
- One (1) Datamax E4305 2D Bar Code Printer
  - Serial Number: 13383003
- One (1) Dell Optiplex 380 Mini-Tower
  - Serial Number: 9RZGZQ1
  - Intel Core 2 Duo E7500
  - 250GB 7200rpm hard drive
- One (1) 20" Monitor
  - Serial Number: CNOYR64P74445162AMAL

### Hardware purchased from DWP Job Number 11-307:

- Four (4) Cogent Bluecheck2 Upek Scanners
  - Serial Numbers: BC2u50089, BC2u50353, BC2u50429, BC2u50325

### Software:

FALCON Rapid ID Edge Device Software  
Fingerprint Segmentation Software  
FDLE Certified Datamax E4305 2D DNA Bar Code Printer Software  
Microsoft SQL Database License 1 CAL

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864.672.2787 (F)

### **1. REPORTING A PROBLEM TO DATAWORKS PLUS:**

- 1.1 The **Taylor County Sheriff's Office** can contact Technical Support using either of the following options:
  - Toll-free telephone support (866-632-2780, dial "3" for Customer Support)
  - Email: [support@dataworksplus.com](mailto:support@dataworksplus.com)
  - Customers can also generate web-based support tickets by visiting:  
[www.dataworksplus.com/support](http://www.dataworksplus.com/support).
- 1.2 The **Taylor County Sheriff's Office** should use our toll-free number to report problems that require immediate attention. To expedite the problem, the **Taylor County Sheriff's Office** needs to have readily available, the machine name or IP address of HARDWARE or SOFTWARE with the problem, the type of SOFTWARE with the issue and a sample record number.

### **2. DATAWORKS PLUS RESOLUTION PROCESS: (SEE ADDENDUM/EXCLUSIONS)**

- 2.1 DATAWORKS PLUS Technical Support Team will open a ticket in our tracking system as acknowledgment of an issue reported to us. The **Taylor County Sheriff's Office** can request a ticket number for their tracking purposes.
- 2.2 DATAWORKS PLUS Technical Support will connect to the system remotely to determine the problem and resolution.
  - DATAWORKS PLUS will contact the **Taylor County Sheriff's Office** upon closure of the ticket.
  - DATAWORKS PLUS will, at no additional expense to the **Taylor County Sheriff's Office**, correct any failures of the covered SOFTWARE to meet its specifications.
- 2.3 If the remote site support does not satisfactorily resolve the problem, DATAWORKS PLUS may choose to send a qualified technician to your site to correct the problem. The decision to send a technician onsite will be at the sole discretion of DATAWORKS PLUS and will be done at no additional expense to the **Taylor County Sheriff's Office**.

### **3. DATAWORKS PLUS RESPONSIBILITIES TO SOFTWARE:**

- 3.1 DATAWORKS PLUS will, at no additional expense to the **Taylor County Sheriff's Office**, provide all enhancements, additions and updates to the SOFTWARE. The **Taylor County Sheriff's Office** can contact our Technical Support team to schedule SOFTWARE updates for any SOFTWARE purchased from DATAWORKS PLUS. All SOFTWARE updates should be scheduled during normal business hours. Fees for non-business hours updates can be provided as needed.
  - ✓ DATAWORKS PLUS warrants that its products are free from viruses. Any virus introduced to the **Taylor County Sheriff's Office's** system by DATAWORKS PLUS will be remedied at the sole expense of DATAWORKS PLUS.

### **4. TAYLOR COUNTY SHERIFF'S OFFICE'S RESPONSIBILITIES:**

- 4.1 Maintenance does not cover virus protection or system failure due to virus infection. The on-site system administrator is responsible for Operating System updates and Anti-virus SOFTWARE updates. The **Taylor County Sheriff's Office** will be responsible for any damage or failure caused by a

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864.672.2787 (F)

computer virus. In the event that a system becomes infected and the **Taylor County Sheriff's Office** requires assistance, DATAWORKS PLUS will assist the **Taylor County Sheriff's Office** on a time and materials basis. Systems that have been infected can contact DATAWORKS PLUS to assist with rebuilds after they have completed a complete virus scan and malware scan of the system.

- 4.2 However, the **Taylor County Sheriff's Office** can, at no additional expense, contact our technical support team for assistance in setting the proper exclusions for anti-virus solutions provided by the **Taylor County Sheriff's Office**.
- 4.3 The **Taylor County Sheriff's Office** is responsible for providing a backup solution and ensuring that backups are being conducted. The **Taylor County Sheriff's Office** can, at no additional expense, contact DATAWORKS PLUS support to configure SQL backups to disk or USB drive. DATAWORKS PLUS encourages customers to provide a 3rd party backup solution.

**5. DATAWORKS PLUS HARDWARE RESPONSIBILITIES: (The section below relates to HARDWARE listed on this contract that is covered by DATAWORKS PLUS)**

- 5.1 DATAWORKS PLUS will, at no additional expense to the **Taylor County Sheriff's Office**, repair or replace any piece of covered HARDWARE that malfunctions due to normal wear and tear based on manufacturer specifications at the time of purchase. This does not cover HARDWARE malfunctions due to acts of God, abusive damage or accidents, or HARDWARE/HARDWARE components replaced at the discretion of the **Taylor County Sheriff's Office**.
- 5.2 This contract does not include consumable items such as (but not limited to) batteries, printer paper, printer ribbons, toner, photographic paper, print heads, magnetic tapes, or transfer ribbons for printers. This applies only to customers who have purchased printers from DATAWORKS PLUS and those printers are under a current support agreement.
- 5.3 DATAWORKS PLUS reserves the right to replace any piece of covered HARDWARE with the same or comparable model if the existing model is no longer available. The decision to replace HARDWARE is at the sole discretion of DATAWORKS PLUS.
- 5.4 DATAWORKS PLUS reserves the right to discontinue coverage for printers that become "general use" printers, instead of printers used exclusively for DATAWORKS PLUS applications. In this event, DATAWORKS PLUS will honor the terms in this agreement but may discontinue coverage upon contract renewal.
- 5.5 DATAWORKS PLUS will, at no additional expense to the **Taylor County Sheriff's Office**, provide next-day delivery (except Sundays and Holidays, in which case, delivery will be scheduled for the next business day) of a replacement unit for any piece of covered HARDWARE that malfunctions due to normal wear and tear. DATAWORKS PLUS will provide next-day delivery by UPS Red Label, FedEx Priority Overnight, or a similar service. Replacement units will be loaned to the **Taylor County Sheriff's Office** until DATAWORKS PLUS has repaired the failed unit or until DATAWORKS PLUS makes the decision to provide a permanent replacement.

**Note:** Due to the registration processes for MC75 devices, DATAWORKS PLUS will ship the defective device to our headquarters at no expense to the **Taylor County Sheriff's Office**. DATAWORKS PLUS will repair the MC75 device and ship the original device back to the Taylor County Sheriff's Office.

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- 5.6 DATAWORKS will provide telephone assistance for connectivity for defective HARDWARE listed: Camera equipment, panner sets, keyboards, external disk drives, monitors, mice.
- 5.7 DATAWORKS PLUS will, at no additional expense to the **Taylor County Sheriff's Office**, provide all computer-related and firmware updates as deemed necessary, for all computer equipment purchased from DATAWORKS PLUS and all DATAWORKS PLUS SOFTWARE applications. Additional charges may apply for firmware upgrade for mobile devices.

#### **6. CONNECTIVITY:**

- 6.1 DATAWORKS PLUS will provide upon request, at no additional expense to the **Taylor County Sheriff's Office**, one USB modem, modem SOFTWARE, and remote connectivity SOFTWARE (such as VNC or Remote Desktop) necessary to provide remote site support. The **Taylor County Sheriff's Office** is responsible for providing a VPN or direct-inward-dial telephone line. DATAWORKS PLUS is not responsible for any annual or monthly SOFTWARE fees for connectivity purposes.

#### **7. ADDITIONAL TRAINING:**

- 7.1 Upon request, DATAWORKS PLUS will provide a 30% discount on refresher training to the **Taylor County Sheriff's Office**. Quotes for training can be obtained by contacting Deanna Allen, Director of Technical Support, at 866 632 2780 x 6731.

#### **8. ASSISTANCE BEYOND THE SCOPE OF THIS CONTRACT:**

- 8.1 Additional engineering and support efforts by DATAWORKS PLUS, beyond the scope of this agreement, may be charged as follows. This may include any related travel and administrative expenses.

##### **BILLABLE RATES**

##### **(Outside the scope of a current Maintenance and Support Agreement)**

8 a.m. – 5 p.m. (M-F, local time)	\$180 per hour, 2 hours minimum charge
After 5 p.m., Saturday, Sunday and Holidays	\$260 per hour, 2 hours minimum charge

#### **9. CONTRACT CANCELLATION:**

- 9.1 The **Taylor County Sheriff's Office** through written notification to DATAWORKS PLUS may cancel this maintenance/support agreement. Any unused portion of the maintenance/support costs listed on this contract will be refunded to the **Taylor County Sheriff's Office** at a pro-rated amount.

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**\*\*See Addendums A and B for information on moving SOFTWARE licenses to new HARDWARE and Non-Maintenance Time and Materials Rates.**

If Taylor County Sheriff's Office requires the CJIS security addendum documentation for our support staff, please contact Lisa Cole and this will be sent at the earliest.

**DATAWORKS PLUS**

Federal ID: 57-1104887

Name: Jessica Mensing

Signature: Jessica Mensing

Date: August 27, 2013

Invoice: TBD

**Taylor County Sheriff's Office**

Name: Malcolm V. Page

Signature: Malcolm V. Page

Title: Chairman

Date: 1/6/14

PO#: \_\_\_\_\_



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## **ADDENDUM A**

Occasionally, customers have a need to move our SOFTWARE licenses to new HARDWARE, either due to HARDWARE failure or simply as a HARDWARE upgrade. DATAWORKS PLUS considers application upgrades as a part of our standard maintenance plan. However, system moves are not covered under the plan. Customer should contact DATAWORKS PLUS for pricing for system moves. Customers who need to move SOFTWARE/databases to new HARDWARE will need to do the following:

1. Contact DATAWORKS PLUS at **866.632.2780 x6731** for pricing and scheduling;
  2. Provide DATAWORKS PLUS with an equivalent HARDWARE solution as the original HARDWARE, with any SOFTWARE installed that was originally installed by the Agency;
  3. Provide VPN access to the new system and the old system simultaneously until the move is complete;
  4. Provide access to system backups and logs.
- DATAWORKS PLUS is not responsible for providing on-site assistance in the event of customer provided hardware failure.
  - DATAWORKS PLUS is not responsible for engineering/development work to reconstruct corrupt databases due to customer-provided hardware failure, or failure due to viruses/malware.
  - Customers who wish to schedule license moves and/or hardware upgrades may contact DATAWORKS PLUS for fees and scheduling.
  - Customers may contact us for pricing for a maintenance uplift plan that includes software license moves.
  - Our standard rates of \$180 per hour, 2 hour minimum, will apply for any installation or deployment related support issues after the initial training and installation for Kiosk.

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## **ADDENDUM B**

### **DATAWORKS PLUS Non-Customer Time and Materials Information Sheet**

DATAWORKS PLUS regrets that your Agency will no longer continue with a standard maintenance contract and hope to work with you as a regular maintenance customer in the future. To assist you during this time, please review the following "Time and Materials" procedures listed below:

- If technical assistance is needed, please contact DATAWORKS PLUS at 866.632.2780 x 3. The rate for T&M customers is as follows:

#### **BILLABLE RATES (Without a Maintenance and Support Agreement)**

8 a.m. – 5 p.m. (M-F, local time)	\$225 per hour, 2 hours minimum charge
After 5 p.m., Saturday, Sunday and Holidays	\$450 per hour, 2 hours minimum charge

- DATAWORKS PLUS will open a ticket for your Agency but will need a purchase order from your Agency before proceeding. Typically, this purchase order will be for the two-hour minimum listed above.
- Upon receipt of the purchase order, our technicians will connect to your site to determine the cause of the problem and an estimate of time for resolution.
- If the problem can be resolved during the two-hour minimum time-frame listed in the purchase order, we will proceed with the repair. DATAWORKS PLUS support technicians will contact your Agency before going above the time limit issued by your Agency.
- If the problem requires HARDWARE to resolve, DATAWORKS PLUS will issue your Agency a quote for the HARDWARE separately, provided the HARDWARE is not listed as obsolete by DATAWORKS PLUS. T&M agencies are responsible for shipping costs for the replacement HARDWARE.
- Upon closure of the ticket, DATAWORKS PLUS will issue an invoice with the purchase order given at the time of the initial call. Please note that agencies with current maintenance contracts will get priority in our support tracking system. However, we are happy to give agencies a time-frame for resolution.
- DATAWORKS PLUS does not provide on-site support for non-maintenance customers.
- DATAWORKS PLUS does not provide SOFTWARE upgrades for non-maintenance customers.

It is our desire to assist agencies in a timely fashion and to the satisfaction of those agencies. Please sign and return this letter along with your PO as acknowledgement to this agreement.

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

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PO #: \_\_\_\_\_

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO REVIEW AND CONSIDER APPROVAL OF A ONE YEAR CONTRACT RENEWAL WITH MORPHOTRAK FOR MAINTENANCE AND SUPPORT FOR SOFTWARE UTILIZED BY THE TAYLOR COUNTY JAIL, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

FEBRUARY 17, 2015

**Statement of Issue:** CURRENT CONTRACT EXPIRES 4/30/2015. THE RENEWAL PRICE IS \$4259.00, AN INCREASE OF \$203.

**Recommended Action:** APPROVE THE CONTRACT RENEWAL

**Fiscal Impact:** \$4259.00

**Budgeted Expense:** YES

**Submitted By:** COUNTY ADMINISTRATOR

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:** New contract and sole source memo



## MAINTENANCE AND SUPPORT AGREEMENT

MorphoTrak, LLC, ("MorphoTrak" or "Seller") having a principal place of business at 1250 N. Tustin Ave. Anaheim, CA 92807 and Taylor County Jail ("Customer"), having a place of business at 108 N. Jefferson St. Perry, FL 32347, enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Seller will sell the maintenance and support services as described below and in the attached exhibits. Seller and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows.

### Section 1. EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit A	"Description of Covered Products"
Exhibit B	"Support Plan"
Exhibit C	"Support Plan Options and Pricing Worksheet"
Exhibit D	"Billable Rates"

### Section 2. DEFINITIONS

"Equipment" means the physical hardware purchased by Customer from Seller pursuant to a separate System Agreement, Products Agreement, or other form of agreement.

"MorphoTrak" means MorphoTrak, LLC.

"MorphoTrak Software" means Software that MorphoTrak or Seller owns. The term includes Product Releases, Standard Releases, and Supplemental Releases.

"Non-MorphoTrak Software" means Software that a party other than MorphoTrak or Seller owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Patch" means a specific change to the Software that does not require a Release.

"Principal Period of Maintenance" or "PPM" means the specified days, and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by Customer is indicated in the Support Plan Options and Pricing Worksheet.

"Products" means the Equipment (if applicable as indicated in the Description of Covered Products) and Software provided by Seller.

"Releases" means an Update or Upgrade to the MorphoTrak Software and are characterized as "Supplemental Releases," "Standard Releases," or "Product Releases." A "Supplemental Release" is defined as a minor release of MorphoTrak Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the MorphoTrak Software. Depending on Customer's specific

configuration, a Supplemental Release might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release number, shown here as underlined: "1.2.3". A "Standard Release" is defined as a major release of MorphoTrak Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new servers. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: "1.2.3". A "Product Release" is defined as a major release of MorphoTrak Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "1.2.3". If a question arises as to whether a Product offering is a Standard Release or a Product Release, MorphoTrak's opinion will prevail, provided that MorphoTrak treats the Product offering as a new Product or feature for its end user customers generally.

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"Services" means those maintenance and support services described in the Support Plan and provided under this Agreement.

"Software" means the MorphoTrak Software and Non-MorphoTrak Software that is furnished with the System or Equipment.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established MorphoTrak holidays.

"Standard Business Hour" means a sixty (60) minute period of time within a Standard Business Day(s).

"Start Date" means the date upon which this Agreement begins. The Start Date is specified in the Support Plan Options and Pricing Worksheet.

"System" means the Products and services provided by Seller as a system as more fully described in the Technical and Implementation Documents attached as exhibits to a System Agreement between Customer and Seller (or MorphoTrak).

"Technical Support Services" means the remote telephonic support provided by Seller on a standard and centralized basis concerning the Products, including diagnostic services and troubleshooting to assist Customer in ascertaining the nature of a problem being experienced by the Customer, minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and assistance or advice on installation of Releases provided under this Agreement.

"Update" means a Supplemental Release or a Standard Release.

"Upgrade" means a Product Release.

### **Section 3. SCOPE AND TERM OF SERVICES**

3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Seller will provide to Customer the Services in accordance with Customer's selections as indicated in the Support Plan Options and Pricing Worksheet, and such Services will apply only to the Products described in the Description of Covered Products.

3.2. Unless the Support Plan Options and Pricing Worksheet expressly provides to the contrary, the term of this Agreement is one (1) year, beginning on the Start Date. This annual maintenance and support period will automatically renew upon the anniversary date for successive one (1) year periods unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or this Agreement is terminated for default by a party.

3.3. This Agreement covers all copies of the specified Software listed in the Description of Covered Products that are licensed by Seller to Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Software that are licensed to Customer as of the beginning of the annual maintenance and support period. If, during an annual maintenance and support period, Customer acquires additional units of the Software that is covered by this Agreement, the price for maintenance and support services for those additional units will be calculated and added to the total price either (1) if and when the annual maintenance and support period is renewed or (2) immediately when Customer acquires the additional units, as MorphoTrak determines. Seller may adjust the price of the maintenance and support services effective as of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the annual maintenance and support period. If Customer notifies Seller of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Seller's consent provided (a) Customer pays to Seller the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When Seller performs Services at the location of installed Products, Customer agrees to provide to Seller, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Seller to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Support Plan Options and Pricing Worksheet.

3.6. Seller will provide to Customer Technical Support Services and Releases as follows:

3.6.1. Seller will provide unlimited Technical Support Services and correction of Residual Errors during the PPM in accordance with the exhibits. The level of Technical Support depends upon the Customer's selection as indicated in the Support Plan Options and Pricing Worksheet. Any Technical Support Services that are performed by Seller outside the contracted PPM and any Residual Error corrections that are outside the scope shall be billed at the then current hourly rates. Technical Support Services will be to investigate specifics about the functioning of covered Products to determine whether there is a defect in the Product and will not be used in lieu of training on the covered Products.

3.6.2. Unless otherwise stated in paragraph 3.6.3 or if the Support Plan Options and Pricing Worksheet expressly provides to the contrary, Seller will provide to Customer without additional license fees an available Supplemental or Standard Release after receipt of a request from Customer, but Customer must pay for any installation or other services and any necessary Equipment or third party software provided by Seller in connection with such Supplemental or Standard Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3 Seller will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Seller in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4. Seller does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be purchased at Customer's request on a time and materials basis at Seller's then current rates for professional services.

3.6.5. Seller's responsibilities under this Agreement to provide Technical Support Services shall be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases."). Notwithstanding the preceding sentence, Seller will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer shall install the Standard Release that fixes the reported error or terminate this Agreement as to the applicable Software).

3.7. The maintenance and support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Seller shall not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Seller's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Seller or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Seller.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.7.11. Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Description of Covered Products.

3.7.14. Support of any interface(s) beyond Seller-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to back up its data or failure to use an UPS system to protect against power interruptions.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Seller's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Seller's Customer Support organization for reporting and verifying problems, and performing System backup. At least one member of the System Administrators group should have completed Seller's End-User training and System Administrator training (if available). The combined skills of this System Administrators group should include proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up,



updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator shall follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Seller. Customer shall assist Seller in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Seller's Customer Support Center by telephone, but the System Administrator must follow up with Seller's Customer Support as soon as practical thereafter.

3.9. In performing repairs under this Agreement, Seller may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Seller shall become Seller's property.

3.10 Customer shall permit and cooperate with Seller so that Seller may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. If the results of any such audit indicate that price has been understated, Seller may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees). Seller will limit the number of audits to no more than one (1) per year except Seller may conduct quarterly audits if a prior audit indicated the price had been understated.

3.11. If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Seller will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12 Customer shall agree not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of the Seller.

#### **Section 4. RIGHT TO SUBCONTRACT AND ASSIGN**

Seller may assign its rights and obligations under this Agreement and may subcontract any portion of Seller's performance called for by this Agreement.

#### **Section 5. PRICING, PAYMENT AND TERMS**

5.1 Prices in United States dollars are shown in the Support Plan Options and Pricing Worksheet and are subject to a 5% escalation fee for each subsequent support year. Unless this exhibit expressly provides to the contrary, the price is payable annually in advance. Seller will provide to Customer an invoice, and Customer will make payments to Seller within twenty (20) days after the date of each invoice. During the term of this Agreement, Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution.

5.2. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.3 If Customer requests, Seller may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.4 Price(s) are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Seller. If such charges are imposed upon Seller, Customer shall reimburse Seller upon receipt of proper documentation of such assessments.

## **Section 6. LIMITATION OF LIABILITY**

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Seller's (including any of its affiliated companies) total liability arising from this Agreement will be limited to the direct damages recoverable under law, but not to exceed the price of the maintenance and support services being provided for one (1) year under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT SELLER (INCLUDING ANY OF ITS AFFILIATED COMPANIES) WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE SYSTEM, EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT.** This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

## **Section 7. DEFAULT/TERMINATION**

7.1. If MorphoTrak breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance), Customer may consider MorphoTrak to be in default. If Customer asserts a default, it will give MorphoTrak written and detailed notice of the default. MorphoTrak will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If MorphoTrak provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan.

7.2. If Customer breaches a material obligation under this Agreement (unless MorphoTrak or a Force Majeure causes such failure of performance); if Customer breaches a material obligation under the Software License Agreement that governs the Software covered by this Agreement; or if Customer fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law, MorphoTrak may consider Customer to be in default. If MorphoTrak asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to MorphoTrak. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of MorphoTrak's approval of the plan.

7.3. If a defaulting party fails to cure the default as provided above in Sections 7.1 or 7.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Section 6 above.

7.4. Upon the expiration or earlier termination of this Agreement, Customer and Seller shall immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of

this Agreement. Confidential Information shall include: (a) proprietary materials and information regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by Seller to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Seller in connection with this Agreement that is required by law to be held confidential.

## **Section 8. GENERAL TERMS AND CONDITIONS**

8.1. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and shall be effective upon receipt.

Customer: <u>Taylor County Jail</u>	Seller: <u>MorphoTrak, LLC</u>
Attn: <u>Kathy Bell</u>	Attn: <u>Law Department</u>
<u>108 N. Jefferson St.</u>	<u>1250 N. Tustin Ave.</u>
<u>Perry, FL 32347</u>	<u>Anaheim, CA 92807</u>
	Phone: (714)238-2030 Fax: (714)632-2158

8.2. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

8.3. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

8.4. Customer may not assign any of its rights under this Agreement without MorphoTrak's prior written consent.

8.5. This Agreement, including the exhibits, constitutes the entire agreement of the parties regarding the covered maintenance and support services and supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the services performed. Neither this Agreement nor the Exhibits may not be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties. Customer agrees to reference this Agreement on all purchase orders issued in furtherance of this Agreement. Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements, or other writings (even if attached to this Agreement).

8.6. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Products are shipped if Licensee is a sovereign government entity or the laws of the State of Delaware if Licensee is not a sovereign government entity.

## **Section 9. CERTIFICATION DISCLAIMER**

Seller specifically disclaims all certifications regarding the manner in which Seller conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Seller.

**Section 10. COMPLIANCE WITH APPLICABLE LAWS**

The Parties shall at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, shall obtain any approval or permit required in the performance of its obligations. Neither Seller nor any of its employees is an agent or representative of Customer.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed as of the day and year first written above.

**MorphoTrak, LLC:**

**Customer: Taylor County Jail**

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

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

Name: Walt Scott

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

Title: Vice President

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**Exhibit A DESCRIPTION OF COVERED PRODUCTS**

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**MAINTENANCE AND SUPPORT AGREEMENT NO.** SA 001880-003**CUSTOMER:** Taylor County Jail

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The following table lists the Products under maintenance coverage:

<i>Product</i>	<i>Description</i>	<i>Node Name</i>	<i>Qty</i>
LSS-R	LiveScan Ruggedized	FLTALV02	1

**MAINTENANCE AND SUPPORT AGREEMENT NO. SA 001880-003****Exhibit B SUPPORT PLAN**

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. Services Provided. The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME	TARGET RESOLUTION TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 Reporting a Problem. Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 Seller Response. Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved

hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 Error Correction Status Report. Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. Customer Responsibility.

2.1 Customer is responsible for running any installed anti-virus software.

2.2 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. Seller Responsibility.

3.1 Anti-virus software. At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 Account Reviews. Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. (*Applies to Software and interfaces to those Products*) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

*(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance.)*

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

**Exhibit C**  
**SUPPORT PLAN OPTIONS AND PRICING WORKSHEET**

Maintenance and Support Agreement # SA # 001880-003

Date January 19, 2015

New Term Effective

Start May 1, 2015

End April 30, 2016

**CUSTOMER:** **Taylor County Jail**  
Address (1): 108 N. Jefferson St.  
Address (2):  
CITY, STATE, ZIP CODE: Perry, FL 32347  
**CONTACT NAME:** **Kathy Bell**  
CONTACT TITLE  
TELEPHONE:  
FAX:  
Email:

**BILLING AGENCY:** **SAME**  
Address (1):  
Address (2):  
CITY, STATE, ZIP CODE:  
**CONTACT NAME:**  
CONTACT TITLE  
TELEPHONE:  
FAX:  
Email:

For support on products below, please contact Customer Support at (800) 734-6241 or email at [cscenter@morphotrak.com](mailto:cscenter@morphotrak.com).

☐ AFIS System

☒ LiveScan™ Station

☐ MorphoBIS System

**STANDARD SUPPORT**

**ANNUAL FEE**

☒ **Advantage – Software Support**

- ◆ 8 a.m. – 5 p.m. Monday to Friday PPM
- ◆ Unlimited Telephone Support
- ◆ Remote Dial-In Analysis

- ◆ Supplemental Releases & Updates
- ◆ Standard Releases & Updates
- ◆ Automatic Call Escalation

- ◆ Software Customer Alert Bulletins
- ◆ Telephone Response: 2 Hour

\$ 4,259.00

**STANDARD SUPPORT TOTAL \$ 4,259.00**

**SUPPORT OPTIONS**

**ANNUAL FEE**

☒ **On-Site Hardware Support**

- ◆ 8 a.m. – 5 p.m. Monday-Friday PPM
- ◆ Next day PPM On-site Response
- ◆ Hardware Vendor Liaison

- ◆ Defective Parts Replacement
- ◆ Escalation Support
- ◆ Hardware Customer Alert Bulletins

- ◆ Hardware Service Reporting
- ◆ Product Repair
- ◆ Equipment Inventory Detail Management

\$ Included

☒ **Parts Support**

- ◆ Parts Ordered & Shipped Next Business Day
- ◆ Parts Customer Alert Bulletins
- ◆ If customer is providing their own on-site hardware support, the following applies:

- \* Customer Orders & Replaces Parts
- \* Telephone Technical Support for Parts Replacement Available

\$ included

☐ **UPLIFTS**

- ◆ Increase PPM to \_\_\_\_\_
- ◆ Increase Response Time to \_\_\_\_\_

\$ N/A

\$ N/A

**SUPPORT OPTIONS TOTAL \$ Included As Checked**

**THIRD PARTY SUPPORT**

**ANNUAL FEE**

☐ **THIRD PARTY VENDOR NAME:**

◆ **TERM DATE:**

◆ **COVERAGE:**

\$ N/A

**THIRD PARTY SUPPORT TOTAL \$ N/A**

**USERS CONFERENCE – NORTH AMERICA**

**ANNUAL FEE**

☐ **Users Conference Attendance (\$2,950 per Attendee)** Year \_\_\_\_\_

Number Attendees Requested \_\_\_\_\_

\$ N/A

- Registration fee
- Roundtrip travel for event
- Ground transportation to/from the conference airport to the conference hotel

- Hotel accommodations
- Daily meals

**USERS CONFERENCE TOTAL \$ N/A**

**OTHER AVAILABLE OPTIONS**

**ANNUAL FEE**

☐ LiveScan 3000 Prism Protection \$1,500 unit/year – Covers labor and material fee for replacement of one (1) prism per year

\$ N/A

☐ Other:

\$ N/A

**OTHER AVAILABLE OPTIONS TOTAL \$ N/A**

Prepared by: Victor Bennett, (714)575-2964, [victor.bennett@morpho.com](mailto:victor.bennett@morpho.com)

**SUPPORT TOTAL \* \$ 4,259.00**

**USERS CONFERENCE TOTAL \$ N/A**

**FULL TERM FEE GRAND TOTAL \* \$ 4,259.00**

\*Exclusive of taxes if applicable

**PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)**



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**Exhibit D**

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**CURRENT BILLABLE RATES**

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**MAINTENANCE AND SUPPORT AGREEMENT NO.** 001880-003**CUSTOMER:** Taylor County Jail

The following are Seller's current billable rates, subject to an annual change.

<b>COVERAGE HOURS (PPM)</b>		<b>BILLABLE RATES (WITHOUT AN AGREEMENT)</b>	
8 a.m.-5 p.m. M-F (local time)		\$160 per hour, 2 hours minimum	
After 5 p.m., Saturday, Sunday, Seller Holidays		\$240 per hour, 2 hours minimum	

<b>COVERAGE HOURS (PPM)</b>		<b>BILLABLE RATES (WITHOUT AN AGREEMENT)</b>	
8 a.m.-5 p.m. M-F (local time)		\$320 per hour, 2 hours minimum	
After 5 p.m., Saturday, Sunday, Seller Holidays		\$480 per hour, 2 hours minimum	

## Dustin Hinkel

---

**From:** scott welch <golfinScott@yahoo.com>  
**Sent:** Thursday, August 01, 2013 3:34 PM  
**To:** Dustin Hinkel  
**Subject:** Fw:

----- Forwarded Message -----

**From:** "Colletti, Angela" <AngelaColletti@fdle.state.fl.us>  
**To:** 'mis thang' <misthang30@yahoo.com>  
**Cc:** "Taylor TALV Lt Welch (golfinScott@yahoo.com)" <golfinScott@yahoo.com>  
**Sent:** Wednesday, July 31, 2013 12:19 PM  
**Subject:** RE:

In reference to your question about maintenance contracts on your criminal Livescan. The maintenance contact has to be through the vendor/manufacture of the Livescan. You have a Morphotrac device and only Morphotrac will cover the device for maintenance.

*Angela Colletti  
Research & Training Specialist / Quality Control  
Florida Department of Law Enforcement  
P. O. Box 1489  
Tallahassee, Florida 32302  
Office (850) 410-7464  
Cell (850) 251-2840*

**From:** mis thang [mailto:misthang30@yahoo.com]  
**Sent:** Tuesday, July 30, 2013 11:42 AM  
**To:** Colletti, Angela  
**Subject:**

PER LT WELCH:

Is Morphotrac a sole source provider??

Thanks

Kathy Bell  
Taylor County Sheriff's Office

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER APPROVING PAYMENT OF AN INVOICE FOR INSURANCE DEDUCTIBLES FOR 2014 REQUIRING A TRANSFER FROM RESERVES, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

FEBRUARY 17, 2015

**Statement of Issue:**

THE FLORIDA ASSOCIATION OF COUNTIES TRUST HAS SUBMITTED AN INVOICE TO TAYLOR COUNTY FOR THE DEDUCTIBLES TO THE COUNTY'S INSURANCE POLICY FOR 2014. THE AMOUNT WAS NOT BUDGETED IN THE FY 2015 BUDGET.

**Recommended Action:**

APPROVE THE INVOICE FOR PAYMENT AND THE REQUIRED TRANSFER FROM RESERVES IN THE AMOUNT OF \$7,290.00

**Fiscal Impact:**

\$7,290.00

**Budgeted Expense:**

NO

**Submitted By:**

COUNTY ADMINISTRATOR

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**



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:** January 26, 2015

**RE:** Deductible Invoice

Below is the amount due on your Deductibles as of 12/31/2014

**Total Amount Due** **\$7,290.00**

**Payment Due by:** **2/25/2015**

**\*\*\* 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

10/01/2011 - 09/30/2012 as of 12/31/2014

FACT #: 10081040

COUNTY OF TAYLOR

File Number	Type	Claimant Name	Description	Date of Loss	Deductible	Amount Recov to Date	Amount Due
<b>Monies Due</b>							
FAC2439ML-3-1	GL	MILLS, PAM		10/20/2011	\$5,000	0.00	5,000.00
<b>Totals</b>						<b>0.00</b>	<b>5,000.00</b>

FLORIDA ASSOCIATION OF COUNTIES TRUST - GENERAL LIABILITY  
DEDUCTIBLE INVOICE DETAILS  
10/01/2010 - 09/30/2011 as of 12/31/2014

FACT #: 10081040

COUNTY OF TAYLOR

File Number	Type	Claimant Name	Description	Date of Loss	Deductible	Amount Recov to Date	Amount Due
<b>Monies Due</b>							
FAC2418ML-1-1	GL	Brooks, Timothy		05/12/2011	\$5,000	4,000.00	1,000.00
<b>Totals</b>						<b>4,000.00</b>	<b>1,000.00</b>

## FLORIDA ASSOCIATION OF COUNTIES TRUST - GENERAL LIABILITY

## DEDUCTIBLE INVOICE DETAILS

10/01/2012 - 09/30/2013 as of 12/31/2014

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>Paid Claims</b>								
Claims Total	GL				\$5,000	9,478.36	5,777.45	0.00
<b>Monies Due</b>								
GC2013000276-F	GL	MONROE LEE	Unknown	3/19/2013	\$5,000	1,290.00	0.00	1,290.00
<b>Totals</b>						<b>10,768.36</b>	<b>5,777.45</b>	<b>1,290.00</b>

## Margaret Dunn

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**From:** Tammy Taylor <ttaylor@taylorclerk.com>  
**Sent:** Thursday, February 5, 2015 11:46 AM  
**To:** Dustin Hinkel  
**Cc:** Margaret Dunn  
**Subject:** RE: FACT Deductible Invoice \$7,290-due 2/25/15

Yes, 0106.....thanks!!!!

*0106-34501 Ins settlement*

---

**From:** Dustin Hinkel [mailto:dustin.hinkel@taylorcountygov.com]  
**Sent:** Thursday, February 05, 2015 11:21 AM  
**To:** Tammy Taylor  
**Cc:** Margaret Dunn  
**Subject:** RE: FACT Deductible Invoice \$7,290-due 2/25/15

Margaret, please place this along with a transfer out of GF reserves on the agenda. Tammy, what cost center would you prefer it come from? 0106?

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](mailto:dustin.hinkel@taylorcountygov.com)  
<http://www.taylorcountygov.com>

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

---

**From:** Tammy Taylor [mailto:ttaylor@taylorclerk.com]  
**Sent:** Wednesday, February 04, 2015 3:50 PM  
**To:** Dustin Hinkel  
**Cc:** Margaret Dunn  
**Subject:** FACT Deductible Invoice \$7,290-due 2/25/15

Please see attached. This invoice will need BCC approval of funding, as it is not budgeted.

Thanks!!

Tammy



**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER THE RECOMMENDATION OF THE BID COMMITTEE FOR THE PURCHASE OF RADIOLOGY EQUIPMENT FOR DOCTORS' MEMORIAL HOSPITAL, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

FEBRUARY 17, 2015

**Statement of Issue:** Five bids were received for radiology equipment for Doctors' Memorial Hospital. A committee review resulted in a recommendation for purchase from InterMed X-Ray, Inc., as it was the lowest responsive responsible bidder and the equipment meets the needs of the hospital.

**Recommended Action:** Accept the committee's recommendation.

**Fiscal Impact:** \$117,232.00 from Sales Tax Proceeds

**Budgeted Expense:** Yes, from Sales Tax Proceeds

**Submitted By:** County Administrator

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

## MINUTES

### Doctor's Memorial Hospital Purchase - Radiology Equipment Wednesday, February 4, 2015 and Monday, February 9, 2015

Present were: Dustin Hinkel, County Administrator; Margaret Dunn, Asst. County Administrator; Mary Lescher, Doctors' Memorial Hospital; Amanda Gregory, Doctors' Memorial Hospital.

The committee met to review the proposed bids submitted by the following vendors:

Blue Ox Medical - \$118,000

InterMed X-Ray, Inc - \$117,232

CMS Imaging - \$169,658

Randy Jeffries (GE Walker) - \$124,535.80

Konica Medical - \$197,080.25

The committee members began looking through the various bid documents. Dustin Hinkel said that the first order of business was to ensure that the bid documents that were submitted were responsive to the solicitation package that was advertised. The committee began with the bidder offering the lowest submitted price. After reviewing several documents, Mary Lescher said that it was going to be important to see the equipment prior to making a decision. Further, she asked if it was okay to call the vendors to ask for additional information as to the specifications of the equipment. Dustin Hinkel said that it would be okay to call; however, it had to be under the auspices of the committee.

The committee members then decided that it was important that the actual users of the equipment be included in the review. It was decided that the committee would adjourn and reconvene at Doctors' Memorial Hospital on Monday, February 9, at 2:00 p.m.

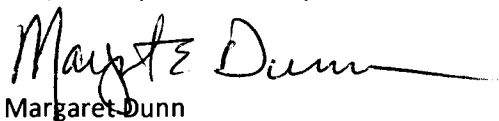
On Monday, February 9, 2015, at 2:00 p.m., the committee reconvened. Present were Dustin Hinkel, Margaret Dunn, Mary Lescher, Amanda Gregory, and Daniel Huffmaster, Director of Radiology/Cardiopulmonary for Doctors' Memorial Hospital.

Discussion ensued about the purpose of the meeting. Dustin Hinkel explained to Daniel Huffmaster the scope of the inquiries that could be made. Dustin further explained the details required in any recommendation that will be made to the Board. Daniel Huffmaster was asked to begin with the lowest bidder first and continue on until a suitable recommendation could be made.

On Wednesday, February 11, 2015, an email was received from Mary Lescher (attached) with a recommendation for purchase of the InterMed system at \$117,232. The reasons listed were the six servicing engineers within 75 miles of the hospital, InterMed is the current service provider for most radiology equipment at the hospital so the responsiveness of the company is known, and InterMed quoted the lowest price for suitable equipment.

It is the committee's recommendation that the contract award be given to InterMed.

Respectfully submitted by:



Margaret Dunn

Assistant County Administrator

## Margaret Dunn

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**From:** Mary Lescher <mlescher@doctorsmemorial.com>  
**Sent:** Tuesday, February 10, 2015 5:34 PM  
**To:** Margaret Dunn  
**Cc:** Purchasing.; Daniel D. Huffmaster; Mary Lescher; Dustin Hinkel  
**Subject:** FW: Follow up to Doctors Memorial Hospital bid proposal  
**Attachments:** InterMed Follow Up Information.pdf; Doctors Alto DR Proposal revised with Staffing.pdf

Dear Margaret,

In response to the bid proposal of Direct Radiography (DR) equipment

10 Feb 2015

From the five bids received and reviewed, we narrowed down to two companies that met the criteria for lowest cost with best functionality and service.

Blue Ox of North Carolina and Intermed of Alachua, Florida. Both companies offered the same brand equipment.

1. Medlinks Alto DR System at \$125,000 and \$117,232 respectively. Neither company included, added or differentiating features. However, Blueox changed their bid offer from \$118,000.00 to \$125,000.00
2. For servicing equipment Blue Ox would use Intermed as their service provider.
3. Intermed has 6 Imaging service engineers within 75 miles of Doctors' Memorial Hospital.
4. Intermed is the current provider of service for most all radiology equipment at Doctors' Memorial Hospital.
5. Based on the lower price, close proximity of engineers and being the current service provider of our radiology equipment, Intermed is the most logical choice for our DR equipment.

Greatly appreciate your help and thank you very much,  
Amanda, Daniel, and Mary

**From:** Daniel D. Huffmaster  
**Sent:** Tuesday, February 10, 2015 5:26 PM  
**To:** Mary Lescher  
**Cc:** Amanda Gregory  
**Subject:** FW: Follow up to Doctors Memorial Hospital bid proposal

Daniel Huffmaster R.T. (R)  
Director of Radiology/Cardiopulmonary  
850.584.0855

Doctors' Memorial Hospital  
333 North Byron Butler Pkwy  
Perry, Fl. 32347

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**From:** Shawn Chatfield [<mailto:shawn@intermedxray.com>]  
**Sent:** Monday, February 09, 2015 8:48 PM  
**To:** Daniel D. Huffmaster  
**Subject:** Re: Follow up to Doctors Memorial Hospital bid proposal

Mr. Huffmaster,

Please review the attached info and verify that it is in the format you desire.

The only change to the quote included in the RFP was to add the staffing information requested.

Please let me know if you have any further questions or need this prepared in a different form.

Thanks!

Shawn Chatfield  
InterMed X-ray, Inc.

On Mon, Feb 9, 2015 at 4:48 PM, Daniel D. Huffmaster <[dhuffmaster@doctorsmemorial.com](mailto:dhuffmaster@doctorsmemorial.com)> wrote:

Dear, Sir

We are requesting follow up information to your bid for DR equipment to Doctors Memorial Hospital, Taylor County Florida. Please respond by 2pm on 10 Feb 15.

1. Please submit a line item quote and short description for each piece of equipment or service.
  - a. Detector x2
  - b. Workstation x2
  - c. Mobile retro fit (AMX4) x1
  - d. Warranty x2
  - e. Service x2
  - f. Drop Coverage x2
2. Please detail your service contract to include the location of 3 nearest service personnel.
3. Please include specs for all equipment.

Thank you for your bid. Please contact me with any further questions.

Daniel Huffmaster R.T. (R)

Director of Radiology/Cardiopulmonary

850.584.0855

Doctors' Memorial Hospital

333 North Byron Butler Pkwy

Perry, Fl. 32347

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## Margaret Dunn

---

**From:** Mary Lescher <mlescher@doctorsmemorial.com>  
**Sent:** Tuesday, February 10, 2015 5:34 PM  
**To:** Margaret Dunn  
**Cc:** Purchasing.; Daniel D. Huffmaster; Mary Lescher; Dustin Hinkel  
**Subject:** FW: Follow up to Doctors Memorial Hospital bid proposal  
**Attachments:** InterMed Follow Up Information.pdf; Doctors Alto DR Proposal revised with Staffing.pdf

Dear Margaret,

In response to the bid proposal of Direct Radiography (DR) equipment

10 Feb 2015

From the five bids received and reviewed, we narrowed down to two companies that met the criteria for lowest cost with best functionality and service.

Blue Ox of North Carolina and Intermed of Alachua, Florida. Both companies offered the same brand equipment.

1. Medlinks Alto DR System at \$125,000 and \$117,232 respectively. Neither company included, added or differentiating features. However, Blueox changed their bid offer from \$118,000.00 to \$125,000.00
2. For servicing equipment Blue Ox would use Intermed as their service provider.
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Director of Radiology/Cardiopulmonary  
850.584.0855

Doctors' Memorial Hospital  
333 North Byron Butler Pkwy  
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The only change to the quote included in the RFP was to add the staffing information requested.

Please let me know if you have any further questions or need this prepared in a different form.

Thanks!

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  - e. Service x2
  - f. Drop Coverage x2
2. Please detail your service contract to include the location of 3 nearest service personnel.
3. Please include specs for all equipment.

Thank you for your bid. Please contact me with any further questions.

Daniel Huffmaster R.T. (R)

Director of Radiology/Cardiopulmonary

850.584.0855

Doctors' Memorial Hospital

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# INTERMED

**X-RAY, INC.**

InterMed X-Ray, Inc.  
14000 NW 126th Terrace  
Alachua, FL 32615  
P: 386-462-5522 F: 386-462-5233  
Contact: Shawn Chatfield ext. 307

**Agreement Number:** X-11515-SC-DR **Agreement Date:** 1/15/15 **Quotation Valid for 60 days**

Doctors Memorial Hospital  
333 North Byron Butler Parkway  
Perry, FL 32347

**Contact:**  
**Phone:**  
**Fax/Email**

Same

**Contact:**  
**Phone:**  
**Fax/Email**

Warranty Coverage M-F, 8:30am-5pm  
24/7 Emergency dispatched available

**5yr DR Panel Warranty**

1yr computer and hardware warranty

Includes 1 Charger and 3 Batteries per DR Panel Package

Surge Protection and UPS are  
recommended and additional.

Installation and Training included

Damage from abuse or neglect are additional

InterMed Standard Terms and Conditions  
apply to this agreement

Contract Term: N/A

Terms: 50% Upon Acceptance  
50% Upon Installation  
Shipping Included

By: \_\_\_\_\_  
Customer Date

Title: \_\_\_\_\_

By: \_\_\_\_\_  
InterMed XRay, Inc. Date

Title: \_\_\_\_\_

PO# \_\_\_\_\_

Tax Exempt? \_\_\_\_\_ Tax ID: \_\_\_\_\_

**Rm 1 - Alto DR System**

(1) 14x17 Cesium (CsI) Wireless DR Panel  
(1) VX VUE Workstation & Software

**Investment**  
**\$49,858**

**Rm 2 - Alto DR System**

(1) 14x17 Cesium (CsI) Wireless DR Panel  
(1) VX VUE Workstation & Software

**\$49,858**

**Laptop for Mobile Applications**

**\$4,960**

**5yr Drop Protection Program**

Covers both Wireless DR panels listed above  
\$2500 deductible on each damaged panel occurrence

**\$12,556**

**InterMed Staffs 6 fully trained Imaging Service Engineers  
in Alachua, FL, within 75 miles of DMH**

Shipping	\$0.00
Sub-Total	\$117,232.00
Tax	\$0.00
<b>TOTAL</b>	<b>\$117,232.00</b>

BIDS/PUBLIC HEARINGS:

5. THE BOARD TO RECEIVE BIDS FOR DOCTORS' MEMORIAL HOSPITAL (DMH) DIGITAL RADIOLOGY EQUIPMENT, SET FOR THIS DATE AT 6:05 P.M., OR AS SOON THEREAFTER AS POSSIBLE.

THE FOLLOWING BIDS WERE RECEIVED:

1. BLUE OX MEDICAL 118,000  
7845 COLONY ROAD  
SUITE C4-327  
CHARLOTTE, NC 28226
2. INTERMED X-RAY, INC. 117,232  
14000 NW 126<sup>TH</sup>. TERRACE  
ALACHUA, FL 32615
3. CMS IMAGING 169,658  
4050 AZALEA DRIVE  
NORTH CHARLESTON, SC 29405
4. RANDY JEFFRIES 124,535.80  
4420 E ADAMO DRIVE., SUITE 206  
TAMPA, FL 33605
5. KONICA MEDICAL, INC. 197,080.25  
411 NEWARK POMPTON TPKE  
WAYNE, NJ 07470-6694

20A

**TAYLOR COUNTY BOARD OF COMMISSIONERS****County Commission Agenda Item****SUBJECT/TITLE:**

THE BOARD TO REVIEW AND APPROVE A BID SOLICITATION DOCUMENT FOR DOCTOR'S MEMORIAL HOSPITAL FOR THE PURCHASE OF LAPAROSCOPY/ARTHROSCOPY VIDEO SYSTEMS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

FEBRUARY 17, 2015

**Statement of Issue:**

**THIS PURCHASE IS FOR DOCTORS' MEMORIAL HOSPITAL AND IS A SALES TAX PURCHASE.**

**Recommended Action:**

APPROVE THE BID SOLICITATION DOCUMENT

**Fiscal Impact:**

TBD

**Budgeted Expense:**

YES

**Submitted By:**

COUNTY ADMINISTRATOR

**Contact:****SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS****History, Facts & Issues:****Options:****Attachments:**

## **BID DOCUMENTS**

---

# **Laparoscopy/Arthroscopy Video Systems Doctor's Memorial Hospital Taylor County, Florida**

---

**February 2015**

**Prepared for:**

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

**Prepared by:**

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

## **TABLE OF CONTENTS**

### **PART 1 - BIDDING REQUIREMENTS**

**Invitation to Bid**  
**Instructions to Bidders**  
**Bid Forms**  
**Public Entity Crimes Statement**  
**Non-Collusion Affidavit**

### **PART 2 – EQUIPMENT SPECIFICATIONS**

**Laparoscopy/Arthroscopy Equipment – DMH Radiology Department**

## **PART 1 – BIDDING REQUIREMENTS**



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

### INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed bids for **DMH Laparoscopy/Arthroscopy Video Systems**.

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 Laparoscopy/Arthroscopy Video Systems**" 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 March 13, 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 6:15 P.M. local time, or as soon thereafter as practical, on March 17, 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

## INSTRUCTIONS TO BIDDERS

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### ARTICLE 1 - DEFINED TERMS

---

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

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

### ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

---

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

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Solicitation Manager assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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



## **ARTICLE 3 - QUALIFICATIONS OF BIDDERS**

---

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

[A. Valid Business Licensing/Registration Information]

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

---

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

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

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

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

D. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the requested equipment/products/supplies.

## **ARTICLE 5 - SITE AND OTHER AREAS**

---

5.01 The Site is identified as the Radiology Department at the Doctor's Memorial Hospital Facility located in Perry, Florida.

## **ARTICLE 6 - INTERPRETATIONS AND ADDENDA**

---

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

6.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Solicitation Manager.

## **ARTICLE 7 - SUBSTITUTE AND "OR-EQUAL" ITEMS**

---

7.01 The award will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Bidder if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Bid award.

## **ARTICLE 8 - PREPARATION OF BID**

---

8.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained on-line or from the Issuing Office.

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

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

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

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

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

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

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

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

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

8.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state of the Solicitation or covenant to obtain such qualification prior to award of the Bid.

## ARTICLE 9 - BASIS OF BID; COMPARISON OF BIDS

---

### 9.01 *Lump Sum*

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

B. The Taylor County Board of County Commissioners is procuring the requested equipment/products/supplies on behalf of the Doctor's Memorial Hospital Facility. Doctor's Memorial Hospital is a current member of MedAssets. Bids should reflect such membership discounts when available but will not be required for consideration.

## ARTICLE 10 - SUBMITTAL OF BID

---

10.01 An unbound copy of the Bid Form is to be completed and submitted with the following data:

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

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

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

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

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

## ARTICLE 11 - MODIFICATION AND WITHDRAWAL OF BID

---

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

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

## **ARTICLE 12 - OPENING OF BIDS**

---

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

## **ARTICLE 13 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

---

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

## **ARTICLE 14 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

---

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

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

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

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

14.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Suppliers, Equipment manufacturers and other individuals included as part of the bid package.

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

14.07 In evaluating bids, Owner reserves the right to ask for additional information up to and including an in-person, on-site demonstration of the equipment.

14.08 In evaluating bids, Owner reserves the right to consider the response time for any service request that might be placed for the equipment.

## ARTICLE 15 - SALES AND USE TAXES

---

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

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

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

## BID FORM

### DMH Laparoscopy/Arthroscopy Video Systems

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ARTICLE 7 – ATTACHMENTS TO THIS BID .....	3
ARTICLE 8 – DEFINED TERMS .....	4
ARTICLE 9 – BID SUBMITTAL .....	4

#### **ARTICLE 1 – BID RECIPIENT**

**1.01** This Bid is submitted to:

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

**1.02** The undersigned Bidder proposes and agrees, if this Bid is accepted, to provide products/equipment/supplies that fully meet all specifications outlined in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### **ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

**2.01** Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

#### **ARTICLE 3 – BIDDER'S REPRESENTATIONS**

**3.01** In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
---------------------	----------------------

_____	_____
_____	_____

- B. Bidder has visited or is familiar with the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the equipment/products/supplies.
- D. Bidder has given solicitation Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Solicitation Manager is acceptable to Bidder.
- E. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the equipment/products/supplies for which this Bid is submitted.
- F. Bidder will submit written evidence of its authority and qualification to do business in the state of the Solicitation or covenant to obtain such qualification prior to award of the Bid.

#### **ARTICLE 4 – FURTHER REPRESENTATIONS**

**4.01** Bidder further represents that:

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

## ARTICLE 5 – BASIS OF BID

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

Total Lump Sum Bid Price	_____	\$ _____
	(words)	(numerals)
Arthroscopy Video Systems	_____	\$ _____
Two (2) total	(words)	(numerals)
Laparoscopy Video Systems	_____	\$ _____
Two (2) total	(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



## ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders.

## ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

### An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

### A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

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

Name (typed or printed): \_\_\_\_\_

### A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

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

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Authorization to do business in FLORIDA is \_\_\_\_/\_\_\_\_/\_\_\_\_.

### A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

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

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

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

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

State Contractor License No. \_\_\_\_\_. (If applicable)

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

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

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

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

Whose business address is \_\_\_\_\_  
\_\_\_\_\_ and

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

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

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

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

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

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

My commission expires: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

(STATE OF FLORIDA, COUNTY OF TAYLOR)

\_\_\_\_\_ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

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

\_\_\_\_ Personally known to me, or

\_\_\_\_ Did take an oath, or

\_\_\_\_ Personal identification:

\_\_\_\_ Did Not take an oath.

\_\_\_\_\_  
Type of Identification Produced

## **PART 2– EQUIPMENT SPECIFICATIONS**

## **DMH Laparoscopy/Arthroscopy Equipment Specifications**

### **Arthroscopy video systems (2)**

#### **Scopes:**

30 degree arthroscope, 4mm 3

70 degree arthroscope, 4mm 1

Sheath system for scope introduction 4

#### **Video components:**

Video console 2

Video processor 2

Camera heads 5

Light source 2

Light cords 5

Unattached Monitor 2

Cart with monitor 2

Color printer 2

#### **Arthroscope Shaving:**

Shaver control console 2

Shaver hand piece 2

### **Laparoscopy video system (2)**

#### **Scopes:**

0 degree laparoscope, 5mm 2

0 degree laparoscope, 10mm 2

45 degree laparoscope, 10mm 2

**Video components:**

Video console	2
Video processor	2
Camera heads	5
Light source	2
Light cords	5
Unattached Monitor	2
Cart with monitor	2
Color printer	2

**Lap Insufflation:**

Insufflator	2
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**Warranty**

**Laparoscopy Tower and Autoclavable Heads – 1 year warranty parts and labor**  
**Arthroscopy Tower and Autoclavable Heads – 1 year warranty parts and labor**

**Training to be provided on site**



20B

**TAYLOR COUNTY BOARD OF COMMISSIONERS*****County Commission Agenda Item*****SUBJECT/TITLE:**

THE BOARD TO REVIEW AND APPROVE A BID SOLICITATION DOCUMENT FOR DOCTOR'S MEMORIAL HOSPITAL FOR THE PURCHASE OF THIRTY-NINE MEDICAL/SURGICAL BEDS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

FEBRUARY 17, 2015

**Statement of Issue:** THIS PURCHASE IS FOR DOCTORS' MEMORIAL HOSPITAL AND IS A SALES TAX PURCHASE.

**Recommended Action:** APPROVE THE BID SOLICITATION DOCUMENT

**Fiscal Impact:** TBD

**Budgeted Expense:** YES

**Submitted By:** COUNTY ADMINISTRATOR

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**

## **BID DOCUMENTS**

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# **Medical/Surgical Hospital Beds Doctor's Memorial Hospital Taylor County, Florida**

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**February 2015**

**Prepared for:**

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

**Prepared by:**

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

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**Invitation to Bid**  
**Instructions to Bidders**  
**Bid Forms**  
**Public Entity Crimes Statement**  
**Non-Collusion Affidavit**

### **PART 2 – EQUIPMENT SPECIFICATIONS**

**DMH Medical/Surgical Hospital Beds – DMH Director of Nursing**

## **PART 1 – BIDDING REQUIREMENTS**



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

### INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed bids for **DMH Medical/Surgical Beds**. The Board seeks to purchase thirty-nine (39) beds.

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 Medical/Surgical Beds**" 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 March 13, 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 6:05 P.M. local time, or as soon thereafter as practical, on March 17, 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

## INSTRUCTIONS TO BIDDERS

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### ARTICLE 1 - DEFINED TERMS

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

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

### ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

---

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

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Solicitation Manager assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

## **ARTICLE 3 - QUALIFICATIONS OF BIDDERS**

---

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

[A. Valid Business Licensing/Registration Information]

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

---

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

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

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

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

D. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the requested equipment/products/supplies.

## **ARTICLE 5 - SITE AND OTHER AREAS**

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5.01 The Site is identified as the Radiology Department at the Doctor's Memorial Hospital Facility located in Perry, Florida.

## **ARTICLE 6 - INTERPRETATIONS AND ADDENDA**

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

6.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Solicitation Manager.

## **ARTICLE 7 - SUBSTITUTE AND "OR-EQUAL" ITEMS**

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7.01 The award will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Bidder if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Bid award.

## **ARTICLE 8 - PREPARATION OF BID**

---

8.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained on-line or from the Issuing Office.

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

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

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

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

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

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

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

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

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

8.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state of the Solicitation or covenant to obtain such qualification prior to award of the Bid.



## ARTICLE 9 - BASIS OF BID; COMPARISON OF BIDS

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### 9.01 *Lump Sum*

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

B. The Taylor County Board of County Commissioners is procuring the requested equipment/products/supplies on behalf of the Doctor's Memorial Hospital Facility. Doctor's Memorial Hospital is a current member of MedAssets. Bids should reflect such membership discounts when available but will not be required for consideration.

## ARTICLE 10 - SUBMITTAL OF BID

---

10.01 An unbound copy of the Bid Form is to be completed and submitted with the following data:

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

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

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

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

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

## ARTICLE 11 - MODIFICATION AND WITHDRAWAL OF BID

---

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

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

## **ARTICLE 12 - OPENING OF BIDS**

---

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

## **ARTICLE 13 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

---

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

## **ARTICLE 14 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

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

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

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

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

14.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Suppliers, Equipment manufacturers and other individuals included as part of the bid package.

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

14.07 In evaluating Bids, Owner reserves the right to ask for additional information up to and including an in-person, on-site demonstration of the equipment.

14.08 In evaluating Bids, Owner reserves the right to consider the response time for any service request that might be placed for the equipment.

## ARTICLE 15 - SALES AND USE TAXES

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

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

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

## BID FORM

### DMH Medical/Surgical Hospital Beds

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#### **ARTICLE 1 – BID RECIPIENT**

**1.01** This Bid is submitted to:

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

**1.02** The undersigned Bidder proposes and agrees, if this Bid is accepted, to provide products/equipment/supplies that fully meet all specifications outlined in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### **ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

**2.01** Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

#### **ARTICLE 3 – BIDDER'S REPRESENTATIONS**

**3.01** In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
---------------------	----------------------

_____	_____
_____	_____

- B. Bidder has visited or is familiar with the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the equipment/products/supplies.
- D. Bidder has given solicitation Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Solicitation Manager is acceptable to Bidder.
- E. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the equipment/products/supplies for which this Bid is submitted.
- F. Bidder will submit written evidence of its authority and qualification to do business in the state of the Solicitation or covenant to obtain such qualification prior to award of the Bid.

#### **ARTICLE 4 – FURTHER REPRESENTATIONS**

**4.01** Bidder further represents that:

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

## ARTICLE 5 – BASIS OF BID

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

Total Lump Sum Bid Price for  
Thirty-Nine (39) Beds

\_\_\_\_\_ \$ \_\_\_\_\_  
(words) (numerals)

Medical/Surgical Hospital Bed  
Single Unit – One (1) Total

\_\_\_\_\_ \$ \_\_\_\_\_  
(words) (numerals)

\_\_\_\_\_ \$ \_\_\_\_\_  
(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

## ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders.

## ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

### An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

### A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

### A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Authorization to do business in FLORIDA is \_\_\_\_/\_\_\_\_/\_\_\_\_.

### A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

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

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

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

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

State Contractor License No. \_\_\_\_\_. (If applicable)



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

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

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

Whose business address is \_\_\_\_\_  
\_\_\_\_\_ and

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

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

My commission expires: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

(STATE OF FLORIDA, COUNTY OF TAYLOR)

\_\_\_\_\_ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

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

\_\_\_\_ Personally known to me, or

\_\_\_\_ Did take an oath, or

\_\_\_\_ Personal identification:

\_\_\_\_ Did Not take an oath.

\_\_\_\_\_  
Type of Identification Produced

## **PART 2– EQUIPMENT SPECIFICATIONS**

# DMH Medical/Surgical Hospital Bed Specs

## Thirty-nine (39) beds to be purchased

### Standard Features with Pressure Relief Mattress (Quantity 39):

- Centrally-located brake pedal
- 4-wheel, steel brake with swivel lock system
- 6-inch casters
- One-touch 30-degree head of bed angle and lock
- 500 lb. (227 kg) weight capacity
- One-hand, intermediate side rails
- Stay Put bed frame design
- Open architecture—flat litter deck
- Fowler angle gauge
- Four IV pole and traction equipment sockets
- Four Foley bag hooks
- Steer control
- Integrated pump holder
- Foot prop rod
- Downward motion interrupt
- CPR release and removable headboard
- Dual pedestal lift design
- Three-sided bed motion controls
- One-button cardiac chair position
- Foot end lock-out controls
- Foot end digital Trend and fowler angle display
- Trend/Reverse Trend controls
- Neutral accent panels
- Night light
- Upgradable
- Wireless Capability
- Side rail Communication (Nurse Call, Volume, TV and Light Controls)
- Bed Exit Alarm
- DC Motor
- Out of Bed assistance
- Integrated Scale
- 5 Year Preventive Service Maintenance

20C

**TAYLOR COUNTY BOARD OF COMMISSIONERS*****County Commission Agenda Item*****SUBJECT/TITLE:**

THE BOARD TO REVIEW AND APPROVE A BID SOLICITATION DOCUMENT FOR DOCTOR'S MEMORIAL HOSPITAL FOR THE PURCHASE OF EMERGENCY ROOM STRETCHERS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

FEBRUARY 17, 2015

**Statement of Issue:**

**THIS PURCHASE IS FOR DOCTORS' MEMORIAL HOSPITAL AND IS A SALES TAX PURCHASE.**

**Recommended Action:**

APPROVE THE BID SOLICITATION DOCUMENT

**Fiscal Impact:**

TBD

**Budgeted Expense:**

YES

**Submitted By:**

COUNTY ADMINISTRATOR

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

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

## **BID DOCUMENTS**

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# **Emergency Room Stretchers Doctor's Memorial Hospital Taylor County, Florida**

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**February 2015**

**Prepared for:**

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

**Prepared by:**

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

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**Invitation to Bid**  
**Instructions to Bidders**  
**Bid Forms**  
**Public Entity Crimes Statement**  
**Non-Collusion Affidavit**

### **PART 2 – EQUIPMENT SPECIFICATIONS**

**DMH Emergency Room Stretchers – DMH Director of Emergency Room**



## **PART 1 – BIDDING REQUIREMENTS**



## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

### INVITATION TO BID

The Taylor County Board of County Commissioners is soliciting sealed bids for **DMH Emergency Room Stretchers**.

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 Emergency Room Stretchers**" 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 March 13, 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 6:10 P.M. local time, or as soon thereafter as practical, on March 17, 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

## INSTRUCTIONS TO BIDDERS

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### ARTICLE 1 - DEFINED TERMS

---

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

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

### ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

---

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

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Solicitation Manager assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

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

## **ARTICLE 3 - QUALIFICATIONS OF BIDDERS**

---

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

[A. Valid Business Licensing/Registration Information]

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

---

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

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

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

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

D. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the requested equipment/products/supplies.

## **ARTICLE 5 - SITE AND OTHER AREAS**

---

5.01 The Site is identified as the Radiology Department at the Doctor's Memorial Hospital Facility located in Perry, Florida.

## **ARTICLE 6 - INTERPRETATIONS AND ADDENDA**

---

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

6.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Solicitation Manager.

## **ARTICLE 7 - SUBSTITUTE AND "OR-EQUAL" ITEMS**

---

7.01 The award will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Bidder if acceptable to Owner, application for such acceptance will not be considered by Owner until after the Bid award.

## **ARTICLE 8 - PREPARATION OF BID**

---

8.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained on-line or from the Issuing Office.

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

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

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

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

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

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

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

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

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

8.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state of the Solicitation or covenant to obtain such qualification prior to award of the Bid.

## ARTICLE 9 - BASIS OF BID; COMPARISON OF BIDS

---

### 9.01 *Lump Sum*

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

B. The Taylor County Board of County Commissioners is procuring the requested equipment/products/supplies on behalf of the Doctor's Memorial Hospital Facility. Doctor's Memorial Hospital is a current member of MedAssets. Bids should reflect such membership discounts when available but will not be required for consideration.

## ARTICLE 10 - SUBMITTAL OF BID

---

10.01 An unbound copy of the Bid Form is to be completed and submitted with the following data:

[A. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a)]

[B. Non-Collusion Affidavit]

[C. Valid Business Licensing/Registration Information]

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

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

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

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

## ARTICLE 11 - MODIFICATION AND WITHDRAWAL OF BID

---

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

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

## **ARTICLE 12 - OPENING OF BIDS**

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

## **ARTICLE 13 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

---

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

## **ARTICLE 14 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

---

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

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

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

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

14.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Suppliers, Equipment manufacturers and other individuals included as part of the bid package.

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

14.07 In evaluating Bids, Owner reserves the right to ask for additional information up to and including an in-person, on-site demonstration of the equipment.

14.08 In evaluating Bids, Owner reserves the right to consider the response time for any service request that might be placed for the equipment.

## ARTICLE 15 - SALES AND USE TAXES

---

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

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

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



## BID FORM

### DMH Emergency Room Stretchers

#### TABLE OF ARTICLES

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#### **ARTICLE 1 – BID RECIPIENT**

**1.01** This Bid is submitted to:

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

**1.02** The undersigned Bidder proposes and agrees, if this Bid is accepted, to provide products/equipment/supplies that fully meet all specifications outlined in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

#### **ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

**2.01** Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

#### **ARTICLE 3 – BIDDER'S REPRESENTATIONS**

**3.01** In submitting this Bid, Bidder represents that:

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

Addendum No.

Addendum Date

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

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

- B. Bidder has visited or is familiar with the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the equipment/products/supplies.
- D. Bidder has given solicitation Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Solicitation Manager is acceptable to Bidder.
- E. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the equipment/products/supplies for which this Bid is submitted.
- F. Bidder will submit written evidence of its authority and qualification to do business in the state of the Solicitation or covenant to obtain such qualification prior to award of the Bid.

#### **ARTICLE 4 – FURTHER REPRESENTATIONS**

**4.01** Bidder further represents that:

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

## ARTICLE 5 – BASIS OF BID

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

Total Lump Sum Bid Price for Emergency Room Stretchers	_____	\$ _____
	(words)	(numerals)
Big Wheel Stretchers	_____	\$ _____
Five (5) Total	(words)	(numerals)
Big Wheel Electric Stretcher	_____	\$ _____
One (1) Total	(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

## ARTICLE 8 – DEFINED TERMS

**8.01** The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders.

## ARTICLE 9 – BID SUBMITTAL

**9.01** This Bid submitted by:

If Bidder is:

### An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
*(Individual's signature)*

Doing business as: \_\_\_\_\_

### A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_  
*(Signature of general partner -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

### A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Authorization to do business in FLORIDA is \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

### A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

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

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

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

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_

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

Bidder's Business Address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_.

State Contractor License No. \_\_\_\_\_. (If applicable)

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

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

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

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

Whose business address is \_\_\_\_\_  
\_\_\_\_\_ and

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

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

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

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

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

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

7. I understand that a "person" as defined in Paragraph 287.133(1)(g)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

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

My commission expires: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

(STATE OF FLORIDA, COUNTY OF TAYLOR)

\_\_\_\_\_ being first duly sworn, deposes and says that:

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

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

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

\_\_\_\_\_ Personally known to me, or

\_\_\_\_\_ Did take an oath, or

\_\_\_\_\_ Personal identification:

\_\_\_\_\_ Did Not take an oath.

\_\_\_\_\_  
Type of Identification Produced



## **PART 2– EQUIPMENT SPECIFICATIONS**

## DMH Emergency Room Stretcher Specs

### **A Big Wheel Stretcher (Quantity of 5)**

- Big Wheel Advanced Mobility
- 5"x30" Pressure Redistribution Mattress
- 4 Sided Brake/Steer Control
- 2 Sided Hydraulic Controls
- Pneumatic Backrest/Hydraulic Knee Gatch
- Dual End Side Rail Release
- Integrated Transfer Board
- Pop-up Push Handles (Head End)
- Integrated Pump Rack
- 2 Stage IV Pole Head Right
- 700lbs Weight Capacity
- ID Bumpers
- Emergency Label
- 5 Year Preventive Service Maintenance

### **A Big Wheel Electric Stretcher (Quantity of 1)**

- Big Wheel Advanced Mobility
- Electric Powered Lift Base
- Electric Side rail Patient Comfort Controls
- Scale System
- Foot End Nursing Controls
- 5"x30" Pressure Redistribution Mattress
- Retractable Cord
- 4 Sided Brake/Steer Control
- 2 Sided Hydraulic Controls
- Pneumatic Backrest/Hydraulic Knee Gatch
- Dual End Side rail Release
- Integrated Transfer Board
- Pop-up Push Handles (Head End)
- Integrated Pump Rack
- 2 Stage IV Pole Head Right
- 700lbs Weight Capacity
- ID Bumpers
- Emergency Label
- 5 Year Preventive Service Maintenance

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



Board to review and approve Bid & Contract Documents for the establishing and harvesting of 45 acres of hay at Perry Foley Airport.

**MEETING DATE REQUESTED:**

February 17, 2015

**Statement of Issue:** Board to review and approve bid documents for the establishment of 45 acres of Coastal Bermudagrass hay field and the harvesting of hay at Perry Foley Airport. Staff has prepared two sets of bid documents for the Board to select from. One would be a set lease fee for each year, and the second has a tiered fee for the lease as the 45 acres will need to be established as a hay field. This will include sprigging/planting which will take up to two years and require considerable ground work. Both leases are for nine (9) years which will enable the Board to have the hay operations on the same lease schedule in the future.

**Recommended Action:** Select and approve bid documents for 45 acres at Perry Foley Airport to be established and harvested as Coastal Bermudagrass hay.

**Budgeted Expense:** Not Applicable.

**Submitted By:** Melody Cox

**Contact:** Melody Cox

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** The Board discussed leasing an additional 45 acres at Perry Foley Airport to be established and harvested as hay at the January 27, 2015 workshop. Staff was instructed to prepare bid documents at that time for Board review and approval. The County currently leases out 80 acres at the Airport which is harvested as hay.

**Attachments:** Two sets of Bid & Contract Documents



# 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

## NOTICE OF REQUEST FOR BIDS

The Taylor County Board of County Commissioners is soliciting bids for **THE LEASING OF FORTY FIVE (45) ± ACRES TO BE HARVESTED AS HAY AT PERRY – FOLEY AIRPORT, PERRY, FLORIDA.**

The 45 ± acres will require the Lessee to establish the site as perennial pasture/hay **Coastal Bermudagrass**. The Lessee will be responsible for all site preparation, sprigging/planting, fertilizing, and weed and insect control required for the harvesting of hay. The County recognizes the fact that the first two years of the operation of the successful bidder will basically entail grounds preparation and maintenance and improvements of the 45 ± acres with a limited return on investment.

Qualified firms or individuals desiring to provide the requested services must submit their bid package in an envelope or similar package marked **“Sealed bids for ‘THE LEASING OF FORTY FIVE (45) ± ACRES TO BE HARVESTED AS HAY AT PERRY – FOLEY AIRPORT, PERRY, FLORIDA.’ ”** to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than **4:00 PM**, local time, on **THURSDAY April 2, 2015**. **All bids MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted.** Bids will be opened and respondents announced at **6:00 PM April 6, 2015** local time, or as soon thereafter as practical, at Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

The County reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price. **No faxed bids will be accepted.**

**For additional information, to schedule at site visit, and to obtain a bid package contact:**

**Bill Roberts**  
**Airport Manager**  
**401 Industrial Park Drive**  
**Perry, FL 32348**  
**(850)838-3519**  
**airport@taylorcountygov.com**

or

**Melody Cox**  
**Grants and Airport Director**  
**401 Industrial Park Drive**  
**Perry, FL 32348**  
**(850)838-3553**  
**melody.cox@taylorcountygov.com**

**BID PACKAGES MAY ALSO BE OBTAINED FROM www.taylorcountygov.com**

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

## GENERAL BID INFORMATION

1. Bid documents shall be obtained from Bill Roberts, Airport Manager at Perry Foley Airport, 401 Industrial Park Drive, Perry, FL 32348 Telephone (850) 838-3519 or [airport@taylorcountygov.com](mailto:airport@taylorcountygov.com). Documents may also be obtained from [www.taylorcountygov.com](http://www.taylorcountygov.com).
2. Bids **MUST** be submitted to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street Perry FL 32347, to arrive no later than **4:00 PM, local time, THURSDAY April 2, 2015**.
3. Bids **MUST** be in a sealed envelope plainly marked on the outside: **"SEALED BID FOR LEASING OF FORTY FIVE (45) ± ACRES TO BE HARVESTED AS HAY AT PERRY – FOLEY AIRPORT."**
4. **All bids MUST have a name and mailing address shown on the outside of the envelope or package when submitted.**
5. Bids that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the responder unopened.**
6. Once opened, no bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
7. Responders must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).
8. Bids shall be received and respondents announced on April 6, 2015 at 6:00 PM or as soon thereafter as practical, at the Taylor County Administrative Complex 201 East Green Street, Perry, Florida 32347.
9. The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price, pursuant to Taylor County Ordinance No. 2003-12.
10. It is the responsibility of the responders to fully understand and follow all contract expectations.
11. All proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing \$1,000,000.00 liability insurance coverage, listing Taylor County as an additional insured, or sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next highest respondent who meets all proposal specifications. Workmen's Compensation exemptions will be accepted upon providing a current Florida Workman's Compensation Exemption Certificate, and a signed Taylor County Workmen's Compensation Hold Harmless and Indemnity Agreement. Every employee must be listed on the Exemption Certificate. Any responder, who does not furnish the required insurance documents, will not be considered and the bid will be disqualified.
12. The Taylor County Board of County Commissioners **Does Not Accept Faxed Bids.**

13. Responders who elect to send sealed bids Overnight Express or Federal Express, must send the to the physical address of: Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street Perry FL 32347.

14. For additional information, contact

**Bill Roberts**  
**Airport Manager**  
**401 Industrial Park Drive**  
**Perry, FL 32348**  
**(850)838-3519**  
**[airport@taylorcountgov.com](mailto:airport@taylorcountgov.com)**

or

**Melody Cox**  
**Grants and Airport Director**  
**401 Industrial Park Drive**  
**Perry, FL 32348**  
**(850)838-3508**  
**[melody.cox@taylorcountygov.com](mailto:melody.cox@taylorcountygov.com)**

## BIDDER INFORMATION

1. Proposal: The bidder's proposal shall include the amount the bidder will pay per acre to lease 45 ± acres at Perry – Foley Airport to be harvested for hay on annual basis.

**The bidder must lease all 45 ± acres. The acreage will not be divided into parcels.**

2. Bid Form: The bidder is required to complete the Bid Form in its entirety.

### SCOPE OF WORK

The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents herein mentioned which are a part of this Contract in connection with the following

#### **“THE LEASING OF FORTY FIVE (45) ± ACRES TO BE HARVESTED AS HAY AT PERRY – FOLEY AIRPORT.”**

Hay is typically harvested in early June or late May, again in early August and again in early October as weather permits. It is the successful bidder's option to harvest hay either as rolls or square bales. It is understood it will take approximately two (2) years to establish the hay field and will require considerable grounds maintenance and preparation.

The field can be inspected weekdays by appointment by contacting Bill Roberts at 850-838-3519 or at [airport@taylorcountygov.com](mailto:airport@taylorcountygov.com).

The successful bidder is required to fertilize the forty five (45) ± acres at each hay cutting. The successful bidder is required to provide the County all information as to the type of fertilization and micro nutrients used at each cutting. Non-compliance with these requirements is grounds for contract termination.

Successful bidder will provide weed control at rate and times to maintain or improve stand purity. Bidder will have all materials and rates and application technologies approved by the County prior to application. Non-compliance with these requirements is grounds for contract termination.

Bid will be awarded according to maximum revenue generated for the County.

Payment for each crop year will be due by September 30 of each year. The forty five (45) ± acres is being leased at \_\_\_\_\_ per acre for a total annual payment of \_\_\_\_\_.

2015 lease payment is due by 9/30/2015.  
2016 lease payment is due by 9/30/2016.  
2017 lease payment is due by 9/30/2017.  
2018 lease payment is due by 9/30/2018.  
2019 lease payment is due by 9/30/2019.  
2020 lease payment is due by 9/30/2020.  
2021 lease payment is due by 9/30/2021.  
2022 lease payment is due by 9/30/2022.  
2023 lease payment is due by 9/30/2023.

This agreement will be for a period of nine (9) years.

If for some reason the successful bidder is unable to fertilize and harvest hay for an entire season the annual lease fee is still due to the County unless there is prior written consent from the Taylor County Board of Commissioners.

The successful bidder may not sub-lease the acreage.

Successful bidder has 30 days to provide proof of liability insurance according to County Policy.

The successful bidder may only use the land leased for the harvesting of hay.

The successful bidder will be responsible for safe operation of their equipment and the activities of any employee involved in the grounds preparation, grounds maintenance and the harvesting of hay operations.

The successful bidder will be responsible as an airport tenant in accordance with the Perry-Foley Airport Security Plan for personnel and operations of the hay/ grounds maintenance operations.

The successful bidder will be responsible for the airport security related to the hay/ grounds preparation and maintenance and the harvest of hay and their employees which have access to the hay fields.

The successful bidder understands that equipment operation and movement will be coordinated with the Airport management.

The successful bidder will have limited operations time for equipment and personnel in the approach path for the airport runways and only when there is someone operating the radio at the terminal to notify aviation traffic of equipment in the runway area. The successful bidder understands no operations will occur in the approach path of the runway except when there is radio control.

The successful bidder will maintain a list of authorized personnel information, such as address, phone numbers, and social security numbers, to have readily available for the Taylor County Sheriff's Office, Florida Aviation Administration (FAA), Florida Department of Transportation Aviation (FDOT), and Homeland Security.

Hay and all equipment needs to be removed from the field immediately due to Florida Department of Transportation Aviation (FDOT) and Florida Aviation Administration (FAA) requirements and regulations.





# Taylor County Property Appraiser

Parcel: undefined Acres:

Name:		Land Value	
Site:		Building Value	
Sale:		Misc Value	
Mail:		Just Value	
		Assessed Value	
		Exempt Value	
		Taxable Value	



The Taylor County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER TAYLOR COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS —THIS IS NOT A SURVEY—  
Date printed: 06/11/12 : 14:30:45



## 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

### PROJECT IDENTIFICATION: THE LEASING OF FORTY FIVE (45) ± ACRES TO BE HARVESTED AS HAY AT PERRY – FOLEY AIRPORT.

#### THIS BID IS SUBMITTED TO:

Clerk of Courts, Taylor County  
1<sup>st</sup> Floor Courthouse  
108 N. Jefferson Street  
Perry, Florida 32347

#### BID FORM

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract documents to lease 45 ± to be harvested as hay. Bidder agrees to perform and furnish all work which includes the planting/sprigging of Coastal Bermudagrass, all fertilization weed control and insect control as specified or indicated in the Contract Documents for the Bid Price and within the Bid Terms in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within three (3) 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.
  - (b) BIDDER has visited the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
  - (c) **BIDDER understands upon the cutting and baling of hay at the forty five (45) ± acres site all hay and all equipment must be removed from the area immediately due to Florida Department of Transportation Aviation (FDOT) and Florida Aviation Administration (FAA) requirements and regulations.**
  - (d) 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.
  - (e) BIDDER is aware of the general nature of Work to be performed by Owner at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

- (f) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract documents and all additional examinations, investigations observations, tests, studies and data with the Contract Documents.
- (g) This Bid is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and submitted in conformity with any agreement or rules of any group, association, organization 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 agrees to the following Scope of Work schedule:

Payment for lease will be due by September 30 of each year.

2015 lease payment is due by 9/30/2015.  
2016 lease payment is due by 9/30/2016.  
2017 lease payment is due by 9/30/2017.  
2018 lease payment is due by 9/30/2018.  
2019 lease payment is due by 9/30/2019.  
2020 lease payment is due by 9/30/2020.  
2021 lease payment is due by 9/30/2021.  
2022 lease payment is due by 9/30/2022.  
2023 lease payment is due by 9/30/2023.

5. Successful bidder will need to provide payment to the Taylor County Board of Commissioners in one annual payment.
6. BIDDER agrees that the Work will be completed in accordance with the General Conditions (see Scope of Work for details) on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the time specified in the Agreement.
7. Communications concerning this Bid shall be addressed to:

BILL ROBERTS (850)838-3519  
[airport@taylorcountygov.com](mailto:airport@taylorcountygov.com)  
Perry – Foley Airport  
401 Industrial Park Drive  
Perry, Florida 32348

or

MELODY COX (850)838-3553  
[melody.cox@taylorcountygov.com](mailto:melody.cox@taylorcountygov.com)  
Grants and Airport Director  
401 Industrial Park Drive  
Perry, Florida 32348

8. Terms used in this Bid which are defined in the Standard General Conditions or Instructions will have the meaning indicated in the Standard General Conditions or Instructions.

9. **BIDDER AGREES TO LEASE. 45 ± ACRES AT AN ANNUAL LEASE COST OF \_\_\_\_\_ PER ACRE. TOTAL COST OF ANNUAL LEASE \_\_\_\_\_**  
(This **MUST** be filled out by Bidder.)

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_

IF BIDDER IS:

AN INDIVIDUAL:

By \_\_\_\_\_ (seal)  
Individual's Name

Doing business as \_\_\_\_\_

Business address \_\_\_\_\_

Telephone No.: \_\_\_\_\_

**A PARTNESHIP:**

By: \_\_\_\_\_ (seal)  
Firm Name

General Partner: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_

**A CORPORATION:**

By: \_\_\_\_\_ (seal)

State of Incorporation: \_\_\_\_\_

By: \_\_\_\_\_ (seal)  
Name of Person Authorized to Sign

(Corporate Seal) \_\_\_\_\_  
Title

Attest: \_\_\_\_\_ As Secretary

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

Telephone No.: \_\_\_\_\_

Date of Qualification To Do Business Is: \_\_\_\_\_

## BID CHECKLIST

Check Items Included:

- \_\_\_\_\_ 1. Required proposal/bid information referenced above.
- \_\_\_\_\_ 2. Certification of Liability Insurance or Agent Statement as outlined in the General Considerations **(MUST BE INCLUDED)**.
- 3. Declaration Page from Workmen's Compensation Insurance OR a Florida Worker's Compensation Exemption Certificate with an executed Hold Harmless Release and Indemnity Agreement.
- \_\_\_\_\_ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) **(AFFIDAVIT ENCLOSED)**.

**Checklist must be included with the bid.**

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

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

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



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

- \_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)
- \_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- \_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- \_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

day of \_\_\_\_\_, \_\_\_\_\_.

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

My commission expires: \_\_\_\_\_

**HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT**

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

***THE LEASING OF FORTY FIVE (45) ± ACRES TO BE HARVESTED AS HAY AT PERRY –  
FOLEY AIRPORT  
TAYLOR COUNTY, FLORIDA***

***The Leasing of Forty Five (45) ± Acres to be Harvested as Hay at Perry – Foley Airport Contract:*** The intent of this contract is for the leasing of forty five (45) ± acres at Perry – Foley Airport to be maintained and harvested as hay. The Contractor is responsible for removing the hay from the fields immediately due to Florida Department of Transportation Aviation (FDOT) and Florida Aviation Administration (FAA) requirements and regulations.

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

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

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

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

3. Contractor hereby agrees to release Owner from liability of whatever kind of nature as a result of any injury on the above project.



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

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

DONE AND EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

WITNESS:

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission Expires: \_\_\_\_\_

Accepted by Taylor County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By \_\_\_\_\_.



## 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

THIS CONTRACT, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. Between TAYLOR COUNTY, hereinafter called the COUNTY, and \_\_\_\_\_

Hereinafter called the **CONTRACTOR. WITNESSETH**, that the County and the Contractor for the consideration stated herein agree as follows:

1. **SCOPE OF WORK.** The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents herein mentioned which are a part of this Contract in connection with the following

**"THE LEASING OF FORTY FIVE (45) ± ACRES TO BE HARVESTED AS HAY AT THE PERRY – FOLEY AIRPORT."**

Hay is typically harvested in early June or late May, again in early August and again in early October as weather permits. It is the successful bidder's option to harvest hay either as rolls or square bales. It is understood it will take approximately two (2) years to establish the hay field and will require considerable grounds maintenance, and grounds preparation.

The field can be inspected weekdays by appointment by contacting Bill Roberts at 850-838-3519 or at [airport@taylorcountygov.com](mailto:airport@taylorcountygov.com).

The successful bidder is required to fertilize the forty five (45) ± acres at each hay cutting. The successful bidder is required to provide the County all information as to the type of fertilization and micro nutrients used at each cutting. Non-compliance with these requirements is grounds for contract termination.

Successful bidder will provide weed control at rate and times to maintain or improve stand purity. Bidder will have all materials and rates and application technologies approved by the County prior to application. Non-compliance with these requirements is grounds for contract termination.

Bid will be awarded according to maximum revenue generated for the County.

Payment for lease will be due by September 30 of each year. The forty five (45) ± acres is being leased at \_\_\_\_\_ per acre for a total annual payment of \_\_\_\_\_.

2015 lease payment is due by 9/30/2015.  
2016 lease payment is due by 9/30/2016.  
2017 lease payment is due by 9/30/2017.  
2018 lease payment is due by 9/30/2018.  
2019 lease payment is due by 9/30/2019.  
2020 lease payment is due by 9/30/2020.  
2021 lease payment is due by 9/30/2021.  
2022 lease payment is due by 9/30/2022.  
2023 lease payment is due by 9/30/2023.

This agreement will be for a period of nine (9) years.

If for some reason the successful bidder is unable to fertilize and harvest hay for an entire season the annual lease fee is still due to the County unless there is prior written consent from the Taylor County Board of Commission. The County understands the successful bidder will be establishing the hay field the first two (2) years of the lease.

The successful bidder may not sub-lease the acreage.

Successful bidder has 30 days to provide proof of liability insurance according to County Policy.

The successful bidder may only use the land leased for the harvesting of hay.

The successful bidder will be responsible for safe operation of their equipment and the activities of any employee involved in the grounds preparation, grounds maintenance and the harvesting of hay operations.

The successful bidder will be responsible as an airport tenant in accordance with the Perry-Foley Airport Security Plan for personnel and operations of the hay/ grounds maintenance operations.

The successful bidder will be responsible for the airport security related to the hay/ grounds preparation and maintenance and their employees which have access to the hay fields.

The successful bidder understands that equipment operation and movement will be coordinated with the Airport management.

The successful bidder will have limited operations time for equipment and personnel in the approach path for the airport runways and only when there is someone operating the radio at the terminal to notify aviation traffic of equipment in the runway area. The successful bidder understands no operations will occur in the approach path of the runway except when there is radio control.

The successful bidder will maintain a list of authorized personnel information, such as address, phone numbers, and social security numbers, to have readily available for the Taylor County Sheriff's Office, Florida Aviation Administration (FAA), Florida Department of Transportation Aviation (FDOT), and Homeland Security.

Hay and all equipment needs to be removed from the field immediately due to Florida Department of Transportation Aviation (FDOT) and Florida Aviation Administration (FAA) requirements and regulations.

2. **THE CONTRACT PRICE.** Successful Bidder shall pay to the County for the performance of this Contract, subject to any additions or deductions provided therein, by Cashier's check payable to the Taylor County Board of County Commissioners.
3. **PRESERVATION OF PROPERTY.** The Contractor shall preserve from damages all property associated with or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.
4. **HOLD HARMLESS AND INSURANCE.** To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, Agents or Employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this Agreement by the Contractor, its subcontractors, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its Subcontractors, Agents or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its Officer, Agents or Employees.
5. **GENERAL LIABILITY INSURANCE.** The Contractor shall maintain general liability insurance of at least \$1,000,000.00 holding the County harmless for the Contractor's negligence, **and list the County as additionally insured under the Contractor's coverage.**
6. **WORKER'S COMPENSATION INSURANCE.** The Contractor shall provide Worker's Compensation insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation law for all of its employees. The County will also accept a Florida Worker's Compensation Exemption Certificate with an executed Hold Harmless Release and Indemnity Agreement. The Exemption Certificate must list all employees of the contractor.
7. **COMPONENT PARTS OF THIS CONTRACT.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, in not attached, as if hereto attached.
  - (a) Bid Specification and Details
  - (b) The Contractor's Proposal
  - (c) This Instrument

In the event that any provision in any of the above component parts, the provision in the component list enumerated above shall govern over any other component part, which follows it numerically except as may be otherwise specifically stated.

8. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any correspondence or questions regarding this project:

**Bill Roberts**  
**Perry – Foley Airport Manager**  
**401 Industrial Park Drive**  
**Perry, FL 32348**  
**(850) 838-3519**  
**airport@taylorcountygov.com**

or

**Melody Cox**  
**Grants and Airport Director**  
**401 Industrial Drive**  
**Perry, FL 32348**  
**(850) 838-3553**  
**melody.cox@taylorcountygov.com**

9. **LITIGATION.** If any litigation arises out of this Contract, venue of all such cases shall be in Taylor County, Florida, and the prevailing party is entitled to reasonable attorney fees and costs.

**See Attached Page**

**Must be Executed**

IN WITNESS WHEREOF, THE Parties hereto have caused this instrument, as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

TAYLOR COUNTY

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

Chairman

ATTEST: \_\_\_\_\_  
Annie Mae Murphy  
Clerk of Courts

WITNESSES:

CONTRACTOR

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

Signature

STATE OF FLORIDA  
COUNTY OF TAYLOR

THIS FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, who is personally know to me and who did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



# 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

## NOTICE OF REQUEST FOR BIDS

The Taylor County Board of County Commissioners is soliciting bids for **THE LEASING OF FORTY FIVE (45) ± ACRES TO BE HARVESTED AS HAY AT PERRY – FOLEY AIRPORT, PERRY, FLORIDA.**

The 45 ± acres will require the Lessee to establish the site as perennial pasture/hay **Coastal Bermudagrass**. The Lessee will be responsible for all site preparation, sprigging/planting, fertilizing, and weed and insect control required for the harvesting of hay. The County recognizes the fact that the first two years of the operation of the successful bidder will basically entail grounds preparation and maintenance and improvements of the 45 ± acres with a limited return on investment.

Qualified firms or individuals desiring to provide the requested services must submit their bid package in an envelope or similar package marked **"Sealed bids for 'THE LEASING OF FORTY FIVE (45) ± ACRES TO BE HARVESTED AS HAY AT PERRY – FOLEY AIRPORT, PERRY, FLORIDA.' "** to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street, Perry, Florida 32347 to arrive no later than **4:00 PM**, local time, on **THURSDAY April 2, 2015**. **All bids MUST have name and mailing address clearly shown on the outside of the envelope or package when submitted.** Bids will be opened and respondents announced at **6:00 PM April 6, 2015** local time, or as soon thereafter as practical, at Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

The County reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price. **No faxed bids will be accepted.**

**For additional information, to schedule at site visit, and to obtain a bid package contact:**

**Bill Roberts**  
**Airport Manager**  
**401 Industrial Park Drive**  
**Perry, FL 32348**  
**(850)838-3519**  
**airport@taylorcountygov.com**

or

**Melody Cox**  
**Grants and Airport Director**  
**401 Industrial Park Drive**  
**Perry, FL 32348**  
**(850)838-3553**  
**melody.cox@taylorcountygov.com**

**BID PACKAGES MAY ALSO BE OBTAINED FROM www.taylorcountygov.com**

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

## GENERAL BID INFORMATION

1. Bid documents shall be obtained from Bill Roberts, Airport Manager at Perry Foley Airport, 401 Industrial Park Drive, Perry, FL 32348 Telephone (850) 838-3519 or [airport@taylorcountygov.com](mailto:airport@taylorcountygov.com). Documents may also be obtained from [www.taylorcountygov.com](http://www.taylorcountygov.com).
2. Bids **MUST** be submitted to the Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street Perry FL 32347, to arrive no later than **4:00 PM, local time, THURSDAY April 2, 2015.**
3. Bids **MUST** be in a sealed envelope plainly marked on the outside: **"SEALED BID FOR LEASING OF FORTY FIVE (45) ± ACRES TO BE HARVESTED AS HAY AT PERRY – FOLEY AIRPORT."**
4. **All bids MUST have a name and mailing address shown on the outside of the envelope or package when submitted.**
5. Bids that are not delivered to the physical address of the Clerk of Court prior to the specified time will not be considered and **will be returned to the responder unopened.**
6. Once opened, no bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.
7. Responders must complete and furnish with their bid, the Florida Public Entity Crimes Statement as required by F.S. 287.133(3)(a).
8. Bids shall be received and respondents announced on April 6, 2015 at 6:00 PM or as soon thereafter as practical, at the Taylor County Administrative Complex 201 East Green Street, Perry, Florida 32347.
9. The Taylor County Board of County Commissioners reserves the right, in its sole absolute discretion, to reject any or all bids, to cancel or withdraw this bid at any time waive any irregularities in the bid process. The County reserves the right to award any contract(s) to the bidder/respondent which it deems to offer the best overall service, therefore, the County is not bound to award any contract(s) based on the quoted price. The County, in its sole and absolute discretion, also reserves the right to waive minor defects in the process and to accept the bid deemed to be in the County's best interest. The County, in its sole and absolute discretion, also reserves the right to assign a local business preference in the amount of five percent (5%) of the bid price, pursuant to Taylor County Ordinance No. 2003-12.
10. It is the responsibility of the responders to fully understand and follow all contract expectations.
11. All proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing \$1,000,000.00 liability insurance coverage, listing Taylor County as an additional insured, or sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given to the next highest respondent who meets all proposal specifications. Workmen's Compensation exemptions will be accepted upon providing a current Florida Workman's Compensation Exemption Certificate, and a signed Taylor County Workmen's Compensation Hold Harmless and Indemnity Agreement. Every employee must be listed on the Exemption Certificate. Any responder, who does not furnish the required insurance documents, will not be considered and the bid will be disqualified.
12. The Taylor County Board of County Commissioners **Does Not Accept Faxed Bids.**



13. Responders who elect to send sealed bids Overnight Express or Federal Express, must send the to the physical address of: Clerk of Court, 1<sup>st</sup> Floor Courthouse, 108 North Jefferson Street Perry FL 32347.

14. For additional information, contact

**Bill Roberts**  
**Airport Manager**  
**401 Industrial Park Drive**  
**Perry, FL 32348**  
**(850)838-3519**  
**[airport@taylorcountygov.com](mailto:airport@taylorcountygov.com)**

or

**Melody Cox**  
**Grants and Airport Director**  
**401 Industrial Park Drive**  
**Perry, FL 32348**  
**(850)838-3508**  
**[melody.cox@taylorcountygov.com](mailto:melody.cox@taylorcountygov.com)**

## BIDDER INFORMATION

1. Proposal: The bidder's proposal shall include the amount the bidder will pay per acre to lease 45 ± acres at Perry – Foley Airport to be harvested for hay on annual basis.

**The bidder must lease all 45 ± acres. The acreage will not be divided into parcels.**

2. Bid Form: The bidder is required to complete the Bid Form in its entirety.

### SCOPE OF WORK

The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents herein mentioned which are a part of this Contract in connection with the following

#### **"THE LEASING OF FORTY FIVE (45) ± ACRES TO BE HARVESTED AS HAY AT PERRY – FOLEY AIRPORT."**

Hay is typically harvested in early June or late May, again in early August and again in early October as weather permits. It is the successful bidder's option to harvest hay either as rolls or square bales. It is understood it will take approximately two (2) years to establish the hay field and will require considerable grounds maintenance and preparation.

The field can be inspected weekdays by appointment by contacting Bill Roberts at 850-838-3519 or at [airport@taylorcountygov.com](mailto:airport@taylorcountygov.com).

The successful bidder is required to fertilize the forty five (45) ± acres at each hay cutting. The successful bidder is required to provide the County all information as to the type of fertilization and micro nutrients used at each cutting. Non-compliance with these requirements is grounds for contract termination.

Successful bidder will provide weed control at rate and times to maintain or improve stand purity. Bidder will have all materials and rates and application technologies approved by the County prior to application. Non-compliance with these requirements is grounds for contract termination.

Bid will be awarded according to maximum revenue generated for the County.

This agreement will be for a period of nine (9) years and Payment for each year will be due by September 30 of each year. The forty five (45) ± acres will be leased at the following amount per acre annually:

Years 2015, 2016, and 2017 will be leased at \_\_\_\_\_ per acre for an annual payment of \_\_\_\_\_ due by September 30 of each year.

Years 2018, 2019, and 2020 will be leased at \_\_\_\_\_ per acre for an annual payment of \_\_\_\_\_ due by September 30 of each year.

Years 2021, 2022, and 2023 will be leased at \_\_\_\_\_ per acre for an annual payment of \_\_\_\_\_ due by September 30 of each year.

If for some reason the successful bidder is unable to fertilize and harvest hay for an entire season the annual lease fee is still due to the County unless there is prior written consent from the Taylor County Board of Commissioners.

The successful bidder may not sub-lease the acreage.

Successful bidder has 30 days to provide proof of liability insurance according to County Policy.

The successful bidder may only use the land leased for the harvesting of hay.

The successful bidder will be responsible for safe operation of their equipment and the activities of any employee involved in the grounds preparation, grounds maintenance and the harvesting of hay operations.

The successful bidder will be responsible as an airport tenant in accordance with the Perry-Foley Airport Security Plan for personnel and operations of the hay/ grounds maintenance operations.

The successful bidder will be responsible for the airport security related to the hay/ grounds preparation and maintenance and the harvest of hay and their employees which have access to the hay fields.

The successful bidder understands that equipment operation and movement will be coordinated with the Airport management.

The successful bidder will have limited operations time for equipment and personnel in the approach path for the airport runways and only when there is someone operating the radio at the terminal to notify aviation traffic of equipment in the runway area. The successful bidder understands no operations will occur in the approach path of the runway except when there is radio control.

The successful bidder will maintain a list of authorized personnel information, such as address, phone numbers, and social security numbers, to have readily available for the Taylor County Sheriff's Office, Florida Aviation Administration (FAA), Florida Department of Transportation Aviation (FDOT), and Homeland Security.

Hay and all equipment needs to be removed from the field immediately due to Florida Department of Transportation Aviation (FDOT) and Florida Aviation Administration (FAA) requirements and regulations.



# Taylor County Property Appraiser

Parcel: undefined Acres:

Name:		Land Value	
Site:		Building Value	
Sale:		Misc Value	
Mail:		Just Value	
		Assessed Value	
		Exempt Value	
		Taxable Value	



The Taylor County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER TAYLOR COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS --THIS IS NOT A SURVEY--

Date printed: 06/11/12 : 14:30:45



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

## PROJECT IDENTIFICATION: THE LEASING OF FORTY FIVE (45) ± ACRES TO BE HARVESTED AS HAY AT PERRY – FOLEY AIRPORT.

### THIS BID IS SUBMITTED TO:

Clerk of Courts, Taylor County  
1<sup>st</sup> Floor Courthouse  
108 N. Jefferson Street  
Perry, Florida 32347

### BID FORM

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract documents to lease 45 ± to be harvested as hay. Bidder agrees to perform and furnish all work which includes the planting/sprigging of Coastal Bermudagrass, all fertilization weed control, and insect control as specified or indicated in the Contract Documents for the Bid Price and within the Bid Terms in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. BIDDER will sign and deliver the required number of counterparts of the Agreement and other documents required by the Bidding Requirements within three (3) 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.
  - (b) BIDDER has visited the site and become familiar with and satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
  - (c) **BIDDER understands upon the cutting and baling of hay at the forty five (45) ± acres site all hay and all equipment must be removed from the area immediately due to Florida Department of Transportation Aviation (FDOT) and Florida Aviation Administration (FAA) requirements and regulations.**
  - (d) 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.
  - (e) BIDDER is aware of the general nature of Work to be performed by Owner at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
  - (f) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract documents and

all additional examinations, investigations observations, tests, studies and data with the Contract Documents.

- (g) This Bid is genuine and not made in the interest of, or on behalf of any undisclosed person, firm or corporation and submitted in conformity with any agreement or rules of any group, association, organization 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 agrees to the following Scope of Work schedule:**

**This agreement will be for a period of nine (9) years and Payment for each year will be due by September 30 of each year. The forty five (45) ± acres will be leased at the following amount per acre annually:**

**Years 2015, 2016, and 2017 will be leased at \_\_\_\_\_ per acre for an annual payment of \_\_\_\_\_ due by September 30 of each year.**

**Years 2018, 2019, and 2020 will be leased at \_\_\_\_\_ per acre for an annual payment of \_\_\_\_\_ due by September 30 of each year.**

**Years 2021, 2022, and 2023 will be leased at \_\_\_\_\_ per acre for an annual payment of \_\_\_\_\_ due by September 30 of each year.**

5. Successful bidder will need to provide payment to the Taylor County Board of Commissioners in one annual payment.
6. BIDDER agrees that the Work will be completed in accordance with the General Conditions (see Scope of Work for details) on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the time specified in the Agreement.
7. Communications concerning this Bid shall be addressed to:

BILL ROBERTS (850)838-3519  
[airport@taylorcountygov.com](mailto:airport@taylorcountygov.com)  
Perry – Foley Airport  
401 Industrial Park Drive  
Perry, Florida 32348

or

MELODY COX (850)838-3553  
[melody.cox@taylorcountygov.com](mailto:melody.cox@taylorcountygov.com)  
Grants and Airport Director  
401 Industrial Park Drive  
Perry, Florida 32348

8. Terms used in this Bid which are defined in the Standard General Conditions or Instructions will have the meaning indicated in the Standard General Conditions or Instructions.

(This **MUST** be filled out by Bidder.)

SUBMITTED on \_\_\_\_\_, 20\_\_\_\_

**IF BIDDER IS:**

**AN INDIVIDUAL:**

By \_\_\_\_\_ (seal)  
Individual's Name

Doing business as \_\_\_\_\_

Business address \_\_\_\_\_

Telephone No.: \_\_\_\_\_

**A PARTNESHIP:**

By: \_\_\_\_\_ (seal)  
Firm Name

General Partner: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_

**A CORPORATION:**

By: \_\_\_\_\_ (seal)

State of Incorporation: \_\_\_\_\_

By: \_\_\_\_\_ (seal)  
Name of Person Authorized to Sign

(Corporate Seal) \_\_\_\_\_  
Title

Attest: \_\_\_\_\_ As Secretary

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

Telephone No.: \_\_\_\_\_

Date of Qualification To Do Business Is: \_\_\_\_\_

## BID CHECKLIST

### Check Items Included:

- \_\_\_\_\_ 1. Required proposal/bid information referenced above.
- \_\_\_\_\_ 2. Certification of Liability Insurance or Agent Statement as outlined in the General Considerations **(MUST BE INCLUDED)**.
- \_\_\_\_\_ 3. Declaration Page from Workmen's Compensation Insurance OR a Florida Worker's Compensation Exemption Certificate with an executed Hold Harmless Release and Indemnity Agreement.
- \_\_\_\_\_ 4. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a) **(AFFIDAVIT ENCLOSED)**.

**Checklist must be included with the bid.**



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

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

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

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

- \_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of the entity, nor affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- \_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, and agents who are in the management of an entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)
- \_\_\_\_\_ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- \_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing office of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)
- \_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

day of \_\_\_\_\_, \_\_\_\_\_.

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

My commission expires: \_\_\_\_\_

**HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT**

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

***THE LEASING OF FORTY FIVE (45) ± ACRES TO BE HARVESTED AS HAY AT PERRY –  
FOLEY AIRPORT  
TAYLOR COUNTY, FLORIDA***

***The Leasing of Forty Five (45) ± Acres to be Harvested as Hay at Perry – Foley Airport Contract:*** The intent of this contract is for the leasing of forty five (45) ± acres at Perry – Foley Airport to be maintained and harvested as hay. The Contractor is responsible for removing the hay from the fields immediately due to Florida Department of Transportation Aviation (FDOT) and Florida Aviation Administration (FAA) requirements and regulations.

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

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

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

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

3. Contractor hereby agrees to release Owner from liability of whatever kind of nature as a result of any injury on the above project.

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

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

DONE AND EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

WITNESS:

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

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

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

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My Commission Expires: \_\_\_\_\_

Accepted by Taylor County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By \_\_\_\_\_.



# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

ANNIE MAE MURPHY, Clerk  
Post Office Box 620  
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CONRAD C. BISHOP, JR., County Attorney  
Post Office Box 167  
Perry, Florida 32348  
(850) 584-6113 Phone  
(850) 584-2433 Fax

THIS CONTRACT, made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. Between TAYLOR COUNTY, hereinafter called ~~the~~ COUNTY, and \_\_\_\_\_

Hereinafter called the **CONTRACTOR. WITNESSETH**, that ~~the~~ County and the Contractor for the consideration stated herein agree as follows:

1. **SCOPE OF WORK.** The contractor shall provide all equipment and materials in strict accordance with the specification of the County and other documents herein mentioned which are a part of this Contract in connection with the following

**"THE LEASING OF FORTY FIVE (45) ± ACRES TO BE HARVESTED AS HAY AT THE PERRY – FOLEY AIRPORT."**

Hay is typically ~~harvested~~ in early June or late May, again in early August and again in early October as weather permits. It is the successful bidder's option to harvest hay either as rolls or square bales. It is understood it will take approximately two (2) years to establish the hay field and will require considerable grounds maintenance and preparation.

The field can be inspected weekdays by appointment by contacting Bill Roberts at 850-838-3519 or at [airport@taylorcountygov.com](mailto:airport@taylorcountygov.com).

The successful bidder is required to fertilize the forty five (45) ± acres at each hay cutting. The successful bidder is required to provide the County all information as to the type of fertilization and micro nutrients used at each cutting. Non-compliance with these requirements is grounds for contract termination.

Successful bidder will provide weed control at rate and times to maintain or improve stand purity. Bidder will have all materials and rates and application technologies approved by the County prior to application. Non-compliance with these requirements is grounds for contract termination.

Bid will be awarded according to maximum revenue generated for the County.

This agreement will be for a period of nine (9) years and Payment for each year will be due by September 30 of each year. The forty five (45) ± acres will be leased at the following amount per acre annually:

Years 2015, 2016, and 2017 will be leased at \_\_\_\_\_ per acre for an annual payment of \_\_\_\_\_ due by September 30 of each year.

Years 2018, 2019, and 2020 will be leased at \_\_\_\_\_ per acre for an annual payment of \_\_\_\_\_ due by September 30 of each year.

Years 2021, 2022, and 2023 will be leased at \_\_\_\_\_ per acre for an annual payment of \_\_\_\_\_ due by September 30 of each year.

If for some reason the successful bidder is unable to fertilize and harvest hay for an entire season the annual lease fee is still due to the County **unless** there is prior written consent from the Taylor County Board of Commission. The County understands the successful bidder will be establishing the hay field the first two (2) years of the lease.

The successful bidder may not sub-lease **the** acreage.

Successful bidder has 30 days to provide **proof** of liability insurance according to County Policy.

The successful bidder may **only use** the land leased for the harvesting of hay.

The successful bidder will be **responsible for** safe operation of their equipment and the activities of any **employee** involved in the **grounds** preparation, grounds maintenance and the harvesting of **hay operations**.

The successful **bidder** will **be** responsible as an airport tenant in accordance with the Perry-Foley Airport Security Plan for **personnel** and operations of the hay/ grounds **maintenance** operations.

The successful **bidder** will **be** responsible for the airport security related to the hay/ **grounds** preparation **and** **maintenance** and their employees which have access to the hay fields.

The **successful** bidder **under**stands that equipment operation and movement will be coordinated **with** the **Airport** management.

The successful **bidder** will have limited operations time for equipment and personnel in the approach path for the airport runways and only when there is someone operating the radio at the terminal to notify aviation traffic of equipment in the runway area. The successful bidder understands no operations will occur in the approach path of the runway except when there is radio control.

The successful bidder will maintain a list of authorized personnel information, such as address, phone numbers, and social security numbers, to have readily available for the Taylor County Sheriff's Office, Florida Aviation Administration (FAA), Florida Department of Transportation Aviation (FDOT), and Homeland Security.

Hay and all equipment needs to be removed from the field immediately due to Florida Department of Transportation Aviation (FDOT) and Florida Aviation Administration (FAA) requirements and regulations.

2. **THE CONTRACT PRICE.** Successful Bidder shall pay to the County for the performance of this Contract, subject to any additions or deductions provided therein, by Cashier's check payable to the Taylor County Board of County Commissioners.
3. **PRESERVATION OF PROPERTY.** The Contractor shall preserve from damages all property associated with or which is in the vicinity of, or is in any way affected by the work. This applies to public and private property and/or utilities.
4. **HOLD HARMLESS AND INSURANCE.** To the extent allowed by law, the Contractor shall indemnify, defend and save and hold harmless, the County, all of its officers, Agents or Employees from all suits, actions, claims, demands, liabilities of any nature whatsoever arising out of, because of, or due to breach of this Agreement by the Contractor, its subcontractors, agents or employees or due to any negligent act or occurrence of omission or commission of the Contractor, its Subcontractors, Agents or employees. Neither Contractor nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its Officer, Agents or Employees.
5. **GENERAL LIABILITY INSURANCE.** The Contractor shall maintain general liability insurance of at least \$1,000,000.00 holding the County harmless for the Contractor's negligence, **and list the County as additionally insured under the Contractor's coverage.**
6. **WORKER'S COMPENSATION INSURANCE.** The Contractor shall provide Worker's Compensation insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefits of the Florida Worker's Compensation law for all of its employees. The County will also accept a Florida Worker's Compensation Exemption Certificate with an executed Hold Harmless Release and Indemnity Agreement. The Exemption Certificate must list all employees of the contractor.
7. **COMPONENT PARTS OF THIS CONTRACT.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim or, in **not** attached, as if hereto attached.
  - (a) Bid Specification and Details
  - (b) The Contractor's Proposal
  - (c) This Instrument

In the event that any provision in any of the above component parts, the provision in the component list enumerated above shall govern over any other component part, which follows it numerically except as may be otherwise specifically stated.

8. **AUTHORIZED PERSONNEL.** The Contractor is to contact the following for any correspondence or questions regarding this project:

**Bill Roberts**  
**Perry – Foley Airport Manager**  
**401 Industrial Park Drive**  
**Perry, FL 32348**  
**(850) 838-3519**  
**airport@taylorcountygov.com**

or

**Melody Cox**  
**Grants and Airport Director**  
**401 Industrial Drive**  
**Perry, FL 32348**  
**(850) 838-3553**  
**melody.cox@taylorcountygov.com**

9. **LITIGATION.** If any litigation arises out of this Contract, venue of all such cases shall be in Taylor County, Florida, and the prevailing party is entitled to reasonable attorney fees and costs.

**See Attached Page**

**Must be Executed**



IN WITNESS WHEREOF, THE Parties hereto have caused this instrument, as of the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

TAYLOR COUNTY

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

Chairman

ATTEST: \_\_\_\_\_

Annie Mae Murphy  
Clerk of Courts

WITNESSES:

CONTRACTOR

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

Signature

STATE OF FLORIDA  
COUNTY OF TAYLOR

THIS FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, who is personally know to ~~me~~ and who did not take an oath.

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

# TAYLOR COUNTY BOARD OF COMMISSIONERS

## County Commission Agenda Item

### SUBJECT/TITLE:



COMMISSIONERS TO REVIEW AND APPROVE THE FOREST CAPITAL HALL RENOVATION PROJECT FUNDING PROPOSAL AND CONTRACT WITH GRAY CONSTRUCTION & CLEMONS, RUTHERFORD & ASSOCIATES.

### MEETING DATE REQUESTED:

February 17, 2015

**Statement of Issue:** The Board received Phase 2 pricing proposals for the Forest Capital Hall Renovation project on December 16, 2014. The Board approved awarding the project to Gray Construction / Clemons, Rutherford & Associates based on available funding.

**Recommended Action:** Staff recommends that the Board fund the \$195,025 project shortfall from General Fund Capital Improvement monies (Account 9001-59915) to allow Gray Construction / Clemons, Rutherford & Associates to move forward with completion of the Forest Capital Hall Renovation Project. Any subsequent Project Sponsorship or RIVER Grant monies received will be used to offset this funding allocation.

**Fiscal Impact:** FISCAL YR 2014/15 - \$431,000 (Budget)

**Budgeted Expense:** YES

**Submitted By:** ADMINISTRATIVE DIVISION

**Contact:** COUNTY ADMINISTRATOR

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

#### History, Facts & Issues:

At its June 3, 2013 meeting, the Board approved a project budget of \$431,000; \$215,550 from the Florida Division of Cultural Affairs and \$215,550 of local funding through local tourism/bed taxes for the Forest Capital Hall Renovation project. This project will renovate the Forest Capital Hall facility to update and expand the restroom areas, expand the stage area including installation of an ADA lift, resurface the main floor area to accommodate multiple activities, and install fire suppression systems throughout. At its October 6, 2014 meeting, the Board approved soliciting for qualifications and proposals using the Design-Build concept. Phase 1 qualification proposals were received from Garrison Design & Construction / Shuler Architecture & Associates and from Gray Construction / Clemons, Rutherford & Associates. Phase 2 proposals were also received from each of these firms on December 16, 2014.

Base Bids from both Design-Builder Teams exceeded the current \$431,000 project budget. The Gray/CRA proposal was chosen to be in the best interest of the project as the lowest responsive proposal. Their proposal (based bid plus Alternate #1 & #2) was set at \$626,025. With a large difference in cost versus funding, Staff has been actively seeking additional financial project support. Staff submitted and is awaiting confirmation of award of a \$51,780 RIVER Grant from Suwannee River Water Management District for the exterior sanitary sewer aspects of the project. Staff is also awaiting confirmation of up to \$100,000 Project Sponsorship Funding (payable \$50,000 this year and \$50,000 next year). With these awards, this project is still no less than \$43,245 short.

Staff is requesting that the Board consider funding the total difference (\$195,025) between the \$626,025 contract amount and the currently available \$431,000 funding from General Fund – Capital

Improvement Projects (Cost Center 9001-59915). However, this recommendation includes placing restrictions on the contract that precludes the Contractor from working on any scope of work that is included within the SRWMD RIVER reimbursable grant funding until either such grant money becomes available or the Board decides to fund those monies also. This allows the Contractor to be able to move forward toward accomplishing the entire scope of work except for the sanitary sewer work within the building (\$582,780). It is hopeful that the timing of the expected RIVER Grant award decision will coincide closely with the Contractor's work schedule with minimal disruption.

Therefore, Staff recommends that the Board fund the \$195,025 project shortfall from General Fund Capital Improvement monies (Account 9001-59915) to allow Gray Construction / Clemons, Rutherford & Associates to move forward with completion of the Forest Capital Hall Renovation Project. Gray/CRA will not be allowed to begin work on those portions of the project that are included within the SRWMD RIVER Grant until such grant is awarded or the Board decides to supplement funding. Any subsequent Project Sponsorship or RIVER Grant monies received will be used to offset this funding allocation.

**Options:**

- 1) Accept and approve the Forest Capital Hall Renovation Project funding proposal and contract with Gray Construction / Clemons, Rutherford & Associates.
- 2) Reject the funding proposal and contract and state reasons for such denial.

**Attachments:**

Proposed Contract

**AGREEMENT  
BETWEEN OWNER AND DESIGN/BUILDER  
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between Taylor County Board of County Commissioners (Owner)  
and Gray Construction w/ Clemons Rutherford & Associates (Design/Builder).

Owner and Design/Builder hereby agree as follows:

**ARTICLE 1 - WORK**

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

*Forest Capital Hall Renovation, A Design-Build Improvement Project.  
Taylor County, Florida*

**ARTICLE 2 - THE PROJECT**

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

*The intent of this contract is to include securing all programming, design, permitting, construction, labor and equipment required for the Forest Capital Hall Renovation Project in Taylor County, Florida. This project shall include, but is not limited to, providing and performing all work necessary (i) for the design and construction of the project, (ii) to furnish efficient design and construction administration, supervision and superintendence, and (iii) for site development tasks, permitting, regulatory matters, approvals, testing, surveying, environmental mitigation, geotechnical, traffic, architectural, engineering, landscaping, security, interior design, acoustical, lighting, construction, post-construction, accounting and control, coordination and efficient management to facilitate completion of the project, as more fully detailed in the Design Criteria Package.*

*This project is to a lump sum Guaranteed Maximum Price project as specified on the Proposal Form.*

**ARTICLE 3 - CONTRACT TIMES**

- 3.01. *Time of the Essence*

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

- 3.02. *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 80 days after the date when the Contract Times commence to run as provided in Paragraph 2.02 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 13.08 of the General Conditions within 90 days after the date when the Contract Times commence to run.

### 3.03. Liquidated Damages

A. Design/Builder and Owner recognize that time is of the essence as stated in Paragraph 3.02 above, and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02.A above, plus any extensions thereof allowed in accordance with Article 11.02 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal, arbitration, or similar proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Design/Builder agree that as liquidated damages for delay (but not as a penalty), Design/Builder shall pay Owner \$1,074.00 for each day that expires after the time specified in Paragraph 3.02.A above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Design/Builder shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Design/Builder shall pay Owner \$1,074.00 for each day that expires after the time specified in Paragraph 3.02.A for completion and readiness for final payment until the Work is completed and ready for final payment.

### 3.04 Correction Period/Warranty

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

## ARTICLE 4 - CONTRACT PRICE

4.01. Owner shall pay Design/Builder for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 4.01.A, 4.01.B and 4.01.C below:

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

Six Hundred Twenty six Thousand and Twenty-Five Dollars and No Cents	(\$626,025.00)
(words)	(numerals)

The specific cash allowances are included in the above price and have been computed in accordance with Paragraph 10.02 of the General Conditions.

B. Allowances:

1. Sanitary Sewer project related components outside of building envelope are contingent on receipt of \$51,780 RIVER Grant Funding expected to be received late March 2015. No work on these items may be completed prior to receipt of such funding or Board approval of replacement funding.

C. For Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

### UNIT PRICE WORK

<u>No.</u>	<u>Item</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Estimated</u>
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ESTIMATED TOTAL OF ALL UNIT PRICE WORK

\$( 0.00 )

As provided in Paragraph 10.03.A of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Owner as provided in Paragraph 10.03.A of the General Conditions. Unit prices have been computed as provided in Paragraph 10.03 of the General Conditions.

4.02. The factor used to calculate the cost of fee for employees in the direct employ of Design/Builder performing Design Professional Services in accordance with Paragraph 10.01.A.1.b of the General Conditions shall be 1.5.

4.03. Notwithstanding, Owner shall pay Design/Builder for completion of the Work in accordance with the Contract Documents an amount in current funds at the prices stated in Design/Builder's Proposal, attached hereto as an exhibit.

## **ARTICLE 5 - PAYMENT PROCEDURES**

5.01. Design/Builder shall submit and Owner will process Applications for Payment in accordance with Article 13 of the General Conditions.

A. *Progress Payments; Retainage:* Owner shall make progress payments on account of the Contract Price on the basis of Design/Builder's Applications for Payment which are to be submitted on or about the 10th day of each month during performance of the Work as provided in Paragraphs 5.01.A.1 and A.2 below. All such payments will be measured by the Schedule of Values established in Paragraph 2.06.A.3 of the General Conditions (and in the case of Unit Price Work based on the number of units completed).

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold in accordance with Paragraph 13.03.B of the General Conditions.

a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner, then as long as the character and progress of the Work remain satisfactory to Owner, there will be no additional retainage on account of Work completed,; and

b. 90 percent of the cost of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in Paragraph 13.02.A of the General Conditions), with the balance being retainage.

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Design/Builder to 90 percent of the Contract Price (with the balance being retainage), less such amounts as Owner may withhold in accordance with Paragraph 13.03.B of the General Conditions and less 10 percent of Owner's estimate of the value of the Work shown in the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

B. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 13.08 of the General Conditions, Owner shall pay the remainder of the Contract Price.

## **ARTICLE 6 - INTEREST**

6.01. All moneys not paid when due as provided in Article 13 of the General Conditions shall bear interest at the rate of 0 percent per annum.

## **ARTICLE 7 - DESIGN/BUILDER'S REPRESENTATIONS**

7.01. To induce Owner to enter into this Agreement, Design/Builder makes the following representations:

- A. Design/Builder has examined and carefully studied the Contract Documents and the other related data identified in the Request for Proposals, but excluding the documents described in paragraph 8.01.K.
- B. Design/Builder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Design/Builder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Design/Builder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified or made available by Owner and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified or made available by Owner.
- E. Design/Builder 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.
- F. Design/Builder has considered the information known to Design/Builder; information commonly known to design/builders doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Design/Builder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Design/Builder's safety precautions and programs.
- G. Based on the information and observations referred to above, Design/Builder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for it to enter into this Contract for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- H. Design/Builder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Design/Builder has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Design/Builder.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## **ARTICLE 8 - CONTRACT DOCUMENTS**

8.01. The Contract Documents consist of the following:

- A. This Agreement
- B. Performance Bond
- C. Payment Bond
- D. Other Bonds, identified as Exhibits \_\_\_\_\_
- E. Standard General Conditions of the Contract Between Owner and Design/Builder
- F. Supplementary Conditions

- G. Conceptual Documents identified in the Request for Proposals
- H. Design/Builder's Proposal;
- I. Addenda numbers 1 through 1 inclusive
- J. Exhibits to this Agreement
  - 1. Design/Builder's Proposal (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive), Dated \_\_\_\_\_
  - 2. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive)
- K. The following, which may be delivered, prepared, or issued after the Effective Date of this Agreement and are not attached hereto:
  - 1. Notice to Proceed;
  - 2. All Work Change Directives, and Change Orders amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04.A of the General Conditions;
  - 3. Specifications as defined in Paragraph 1.01.A.40 of the General Conditions; and
  - 4. Drawings as defined in Paragraph 1.01.A.18 of the General Conditions.

8.02. The documents listed in Paragraph 8.01 above are attached to this Agreement (except as expressly noted otherwise above).

8.03. There are no Contract Documents other than those listed above in this Article 8.

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

## **ARTICLE 9 - MISCELLANEOUS**

9.01. The Standard General Conditions of the Contract Between Owner and Design/Builder are referred to herein as the General Conditions.

9.02. Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.03. 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.

9.04. Owner and Design/Builder 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.



9.05. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Design/Builder, 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.

9.06 Assignment of Contract

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

9.07 Successors and Assigns

A. Owner and Design/Builder 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.

9.08 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Design/Builder, 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.

9.09 Independent Contractor

A. Design/Builder shall be considered to be acting as an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Design/Builder represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of, or have any individual contractual relationship with Owner.

9.10 Preference To State Residents

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

9.11 Public Records Provision

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

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

2. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
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 public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

#### 9.12 Other Provisions

A. This Agreement shall be governed in all respects by the laws of the State of Florida. The venue of any litigation as a result of this agreement shall be exclusively Taylor County, Florida.

IN WITNESS WHEREOF, Owner and Design/Builder have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Design/Builder. All portions of the Contract Documents have been signed, initialed or identified by Owner and Design/Builder.

This Agreement will be effective on February, 2015 (which is the Effective Date of the Agreement).

OWNER:

DESIGN/BUILDER:

Taylor County Board of County Commissioners

Gray Construction/CRA Architects

By: Dustin Hinkel

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

Title: County Administrator

Title: \_\_\_\_\_

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: Annie Mae Murphy

Attest: \_\_\_\_\_

Title: Taylor County Clerk of Court

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

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

OR

P.O. Box 620, Perry, FL 32348

Engineer License No.  
or Certificate No.: \_\_\_\_\_

(Where applicable)

State: \_\_\_\_\_

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

Contractor License No.: \_\_\_\_\_

(Where applicable)

State: \_\_\_\_\_

(If Design/Builder is a corporation, attach evidence of authority to sign.)

Designated Representative:

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

Title: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Designated Representative:

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

Title: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_