

SUGGESTED AGENDA  
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
PERRY, FLORIDA  
REGULAR BOARD MEETING  
MONDAY, FEBRUARY 1, 2016  
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

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

CONSENT ITEMS:

4. APPROVAL OF MINUTES FROM JANUARY 19, 2016.
5. EXAMINATION AND APPROVAL OF INVOICES.
6. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON A DEBRIS REMOVAL AGREEMENT WITH CERES ENVIRONMENTAL SERVICES, AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR.

7. THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON A DEBRIS REMOVAL AGREEMENT WITH CROWDER GULF DISASTER RECOVER AND DEBRIS MANAGEMENT, AS AGENDAED BY THE EMERGENCY MANAGEMENT DIRECTOR.
8. THE BOARD TO REVIEW AND APPROVE THE RFP (REQUEST FOR PROPOSALS) FOR WIDENING/RESURFACING OF OSTEEN ROAD UNDER THE FDOT SMALL COUNTY ROAD ASSISTANCE PROGRAM (SCRAP), AS AGENDAED BY KENNETH DUDLEY, COUNTY ENGINEER.
9. THE BOARD TO APPROVE AN AMENDMENT TO THE FY 2016 CAPITAL FUNDING REQUEST TO TRANSFER AN ADDITIONAL \$4800 TO THE JAIL TO COVER UNANTICIPATED COSTS, AS AGENDAED BY DUSTIN HINKEL, COUNTY ADMINISTRATOR.

GENERAL BUSINESS:

10. THE BOARD TO DISCUSS AND SET A DATE FOR A BUDGET PLANNING WORKSHOP, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

COUNTY STAFF ITEMS:

11. THE BOARD TO APPROVE THE TAYLOR COUNTY 4-H FOUNDATION AUDIT FOR THE 2014-2015 BUDGET YEAR AND REQUEST FIRST AND SECOND QUARTER FUNDS TO BE RELEASED TO THE TAYLOR COUNTY 4-H FOUNDATION, AS AGENDAED BY CLAY OLSON, EXTENSION AGENT.

COUNTY ADMINISTRATOR ITEMS:

12. THE BOARD TO APPROVE THE REQUEST FOR PROPOSALS (RFP) FOR ARCHITECTURAL FIRM TO DESIGN A COMMUNITY CENTER FOR SHADY GROVE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.
13. THE COUNTY ADMINISTRATOR TO DISCUSS INFORMATIONAL ITEMS.

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

BOARD INFORMATIONAL ITEMS:

Motion to Adjourn

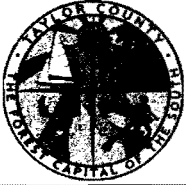
**FOR YOUR INFORMATION:**

- 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 RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON DEBRIS REMOVAL AGREEMENT AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR.

**Meeting Date:**

FEBRUARY 1, 2016

**Statement of Issue:** THE BOARD TO CONSIDER RATIFICATION OF COUNTY ADMINISTRATOR'S SIGNATURE ON DEBRIS REMOVAL AGREEMENT CONTRACT EXTENSION WITH CERES ENVIRONMENTAL SERVICES, INC FOR A ONE YEAR PERIOD.

**Recommendation:** APPROVE

**Fiscal Impact:** \$ N/A **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

**Submitted By:** STEVE SPRADLEY, EM DIRECTOR

**Contact:** 850-838-3575

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THE FUNCTION OF THE COUNTY DEBRIS AGREEMENT IS TO REMOVE DEBRIS FROM PUBLIC RIGHT OF WAY, DRAINAGE AREAS, WATERWAYS, AND OTHER AREAS DESIGNATED AS ELIGIBLE BY THE COUNTY.

**Options:**

1. APPROVE
2. NOT APPROVE

**Attachments:**

1. DEBRIS REMOVAL CONTRACT
2. AMENDMENT FOR EM DEBRIS AGREEMENT



**EXTENSION OF AGREEMENT**  
**FOR DISASTER DEBRIS MANAGEMENT SERVICES**

**THIS EXTENSION OF AGREEMENT FOR DISASTER DEBRIS MANAGEMENT SERVICES**, made and entered into the \_\_\_\_ day \_\_\_\_\_, 2016\_\_ by and between the \_County of Taylor\_\_ hereinafter referred to as "COUNTY" and having its principal place of business at \_201 East Green Street, Perry, FL\_\_\_\_ AND Ceres Environmental Services, Inc., hereinafter referred to as "CONTRACTOR" and having its principal place of business at \_6968 Professional Parkway E, Sarasota, FL\_\_\_\_.

**WITNESSETH:**

WHEREAS, COUNTY and CONTRACTOR entered into an Agreement for Disaster Debris Management Services dated \_\_January 22, 2013\_\_\_\_\_, by which CONTRACTOR serves as the primary vendor to provide all labor, material and equipment required for the clean-up, demolition, removal, reduction and disposal of debris so as to provide COUNTY disaster recovery assistance on an as-needed basis pursuant to Request for Proposals dated \_\_\_\_\_December 18, 2012\_\_\_\_\_; and

WHEREAS, COUNTY and CONTRACTOR desire to modify the Agreement so as to extend the term.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL CONVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Term of the Agreement is hereby modified so as to extend the term thereof until \_\_22\_\_ day of \_January\_\_\_\_, 2017\_\_. As modified, said term shall terminate on the \_23\_\_ day of \_January\_\_\_\_, 2017\_\_.

IN WITNESS WHEREOF this extension of Agreement for Disaster Debris Management Services has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this \_\_1\_\_ day of \_\_February\_\_\_\_\_, 2016 by the COUNTY of \_\_\_\_\_TAYLOR\_\_\_\_\_.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Ceres Environmental Services, Inc.

**COUNTY OF \_\_TAYLOR\_\_\_\_\_**

By: \_\_\_\_\_  
(County Administrator)

Attest:

\_\_\_\_\_  
COUNTY Witness

**CERES ENVIRONMENTAL SERVICES, INC**

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

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

Witnesses as to execution on  
Behalf of Ceres Environmental  
Services, Inc.

\_\_\_\_\_  
Witness

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

STATE of \_\_\_\_\_

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

The FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_  
of Ceres Environmental Services, Inc., who is personally known to me or has produced  
\_\_\_\_\_ as identification.

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

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

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

**By and Between**

**COUNTY OF TAYLOR, FLORIDA**

**and**

**CERES ENVIRONMENTAL SERVICES, INC.**

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

**WITNESSETH:**

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

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

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

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

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

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

#### **SECTION 1 – GENERAL**

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

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

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

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

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

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

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

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

#### **SECTION 4 – CONTRACT PERIOD**

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

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

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

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

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

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

Insurance and bonds are required for this Contract per RFP.

#### **SECTION 8 – TERMINATION**

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

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

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

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

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

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

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

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

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

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

#### **SECTION 12 – INDEMNIFICATION**

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

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

### **SECTION 13 – NOTICES**

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

Notices should be sent to TAYLOR at the following address:

Jack Brown, County Administrator

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

Notices should be sent to CERES at the following address:

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

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

### **SECTION 14 – SEVERABILITY**

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

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

#### **SECTION 15 – ASSIGNMENT**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

Annie Mae Murphy  
Cynthia Quack

COUNTY OF TAYLOR, FLORIDA

By: Malcolm V. Day

Date: March 4, 2013

WITNESSES:

J. J. Rainey  
Sail m. Hanson

CERES ENVIRONMENTAL SERVICES, INC.

By: David A. Preus  
David A. Preus, Assistant Vice-President

Date: Feb 14, 2013

APPROVED AS TO FORM:

Paul R. Smith  
Office of the COUNTY Attorney

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

**County Commission Agenda Item**

**SUBJECT/TITLE:**



THE BOARD TO CONSIDER RATIFICATION OF THE COUNTY ADMINISTRATOR'S SIGNATURE ON DEBRIS REMOVAL AGREEMENT AS AGENDAED BY STEVE SPRADLEY, EMERGENCY MANAGEMENT DIRECTOR.

**Meeting Date:**

FEBRUARY 1, 2016

**Statement of Issue:** THE BOARD TO CONSIDER RATIFICATION OF COUNTY ADMINISTRATOR'S SIGNATURE ON DEBRIS REMOVAL AGREEMENT CONTRACT EXTENSION WITH CROWDER GULF DISASTER RECOVERY AND DEBRIS MANAGEMENT FOR A ONE YEAR PERIOD.

**Recommendation:** APPROVE

**Fiscal Impact:** \$ N/A **Budgeted Expense:** Yes ☐ No ☐ N/A ☒

**Submitted By:** STEVE SPRADLEY, EM DIRECTOR

**Contact:** 850-838-3575

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:** THE FUNCTION OF THE COUNTY DEBRIS AGREEMENT IS TO REMOVE DEBRIS FROM PUBLIC RIGHT OF WAY, DRAINAGE AREAS, WATERWAYS, AND OTHER AREAS DESIGNATED AS ELIGIBLE BY THE COUNTY.

**Options:**

1. APPROVE
2. NOT APPROVE

**Attachments:**

1. DEBRIS REMOVAL CONTRACT
2. AMENDMENT FOR EM DEBRIS AGREEMENT

# CrowderGulf

Disaster Recovery and Debris Management

5435 Business Parkway  
Theodore, Alabama 36582

Office: (800) 992-6207  
Fax: (251) 459-7433

January 13, 2016

Mr. Steve Spradley  
Emergency Management Director  
Taylor County  
591 East US Highway 27  
Perry, FL 32347

via email: [Stephen.spradley@taylorcountygov.com](mailto:Stephen.spradley@taylorcountygov.com)

**Re: Contract Renewal for Disaster Debris Management Services**

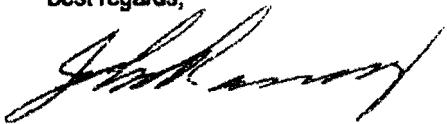
Dear Mr. Spradley:

CrowderGulf has been providing Taylor County Disaster Debris Management Services per the contract executed on March 04, 2013. The term for this agreement is a thirty-six (36) month period with the option to renew no more than two (2) additional one (1) year periods.

If Taylor County is in agreement to renew the existing contract, please sign the renewal acceptance below and return it to CrowderGulf. Upon execution of this acknowledgement, the contract will continue under the same terms and conditions until its new expiration date of March 04, 2017.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the community of Taylor County requests our services. If you have any questions or if we can be of any further assistance please do not hesitate to contact me or Ashley Ramsay at 800-992-6207 or by e-mail [jramsay@crowdergulf.com](mailto:jramsay@crowdergulf.com).

Best regards,



John Ramsay  
President

**RENEWAL ACCEPTANCE – Taylor County, FL**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

# **Contract for Debris Management Services**

THIS CONTRACT is made this the 4th day of March, 2013, by and between CrowderGulf Joint Venture, Inc. (herein referred to as "Contractor") and Taylor County a political subdivision of the State of Florida (herein referred to as County

## **RECITALS**

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

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

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

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

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

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

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

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

## **1.0 SERVICES**

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

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

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

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

**1.2 Emergency Push / Road Clearance:**

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

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

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

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

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

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

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

**1.6 Private Property Walvers:**

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

**1.7 Disaster Recovery Technical Assistance:**

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

**2.0 PERFORMANCE OF SERVICES**

**2.1 Description of Service:**

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

**2.2 Cost of Services:**

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

**2.3 Matters Related to Performance:**

**2.3.1 Subcontractor(s):**

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

**2.3.2 Indemnification:**

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

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

**2.3.3 Insurance(s):**

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

**2.3.4 Worker's Compensation:**

♦ Coverage per County requirements.

**2.3.5 Automobile Liability:**

♦ Coverage per County requirements.

**2.3.6 Comprehensive General Liability:**

♦ Coverage per County requirements.

**2.3.7 Insurance Cancellation / Renewal:**

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

**3.0 STANDARDS OF PERFORMANCE**

**3.1 Contractor Representative:**

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

**3.2 Mobilization:**

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

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

**3.4 Time to Complete:**

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



**3.5 Completion of Work:**

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

**3.5.1 Extensions (optional):**

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

**3.6 Term of Contract:**

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

**3.7 Contract Renewal:**

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

**3.8 Contract Termination:**

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

**4.0 GENERAL RESPONSIBILITIES**

**4.1 Other Agreements:**

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

**4.2 County Obligations:**

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

**4.3 4.3 Conduct of Work:**

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

**4.4 Damages:**

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

**4.5 Other Contractor(s):**

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

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

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

**4.7 Disposal of Debris:**

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

**4.8 Federal-Aid Requirements:**

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

## **5.0 GENERAL TERMS AND CONDITIONS**

### **5.1 Geographic Assignment:**

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

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

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

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

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

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

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

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

### **5.5 Vehicle Information:**

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

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

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

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

**5.7 Traffic Control:**

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

**5.8 Work Days/Hours:**

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

**5.9 Hazardous and Industrial Wastes:**

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

**5.10 Stumps:**

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

**5.11 Utilizing Local Resources:**

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

**5.12 Work Safety:**

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

**5.13 Inspection and Testing:**

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

**5.14 Other Agencies:**

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

**6.0 REPORTS, CERTIFICATIONS and DOCUMENTATION**

**6.1 Accountable Debris Load Forms:**

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

**6.2 Reports:**

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

**6.2.1 Daily Reports:**

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

**6.2.2 Weekly Summaries:**

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

**6.2.3 Report(s) Delivery:**

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

**6.2.4 Final Project Closeout:**

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

**6.3 Additional Supporting Documentation:**

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

**6.4 Report Maintenance:**

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

**6.5 Contract File Maintenance:**

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

**7.0 UNIT PRICES and PAYMENTS**

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

**7.2 Billing Cycle:**

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

**7.3 Payment Responsibility:**

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

**7.4 Ineligible Work:**

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

**7.4.1 Eligibility Inspections:**

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

**7.4.2 Eligibility Determinations:**

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

**7.5 Unit Price/Service Negotiations:**

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

**7.6 Specialized Services:**

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

**8.0 MISCELLANEOUS**

**8.1 Notice:**

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

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

**Taylor County:**

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

**8.2 Applicable Law:**

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

**8.3 Entire Contract/Amendments:**

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

**8.4 Waiver:**

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

**8.5 Severability:**

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

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

**CrowderGulf Joint Venture, Inc.**

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

John Ramsay

Title: President

ATTEST:

Wesley Nail  
Wesley Nail

Taylor County, FL

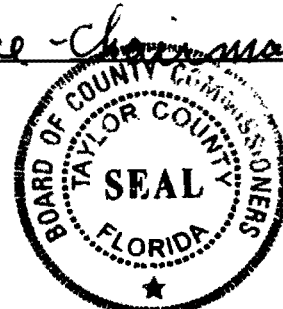
By: \_\_\_\_\_

Malcolm V. Sage  
Name:

Title Vice-Chairman

ATTEST:

Annie M. Murphy  
Name





**EXHIBIT "B"**

**CONTRACTOR'S PRICE PROPOSAL**

Date 12/14/12

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

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

**TAYLOR COUNTY DEBRIS REMOVAL SERVICES**

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

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

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

Contractor acknowledges receipt of the following addenda:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Respectfully submitted:

Business Name: CrowderGulf Joint Venture, Inc.

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

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

Business Representative Name and Title: John Ramsay, President

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



8

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

COMMISSIONERS TO REVIEW AND APPROVE ADVERTISING FOR THE PROPOSED WIDENING/RESURFACING OF OSTEEN ROAD UNDER THE FDOT SMALL COUNTY ROAD ASSISTANCE PROGRAM.

**MEETING DATE REQUESTED:**

February 1, 2016

**Statement of Issue:** Under the direction of the Board, the Engineering Division prepared the attached plans and specification package for the improvement of Osteen Road (CR 359B) from US HWY 98 to Woods Creek Rd under the Florida Department of Transportation's Small County Road Assistance Program (SCRAP). This information will be presented as a Request For Proposals (RFP) and will be advertised upon receiving approval from the Board and the remaining jurisdictions.

**Recommended Action:** The Board should approve soliciting RFPs for the proposed widening/resurfacing scope of work to be received March 7, 2016. Subsequent approval of received proposals will be contingent upon available funding.

**Fiscal Impact:** FISCAL YR 2015/16 - \$738,097.00 SCRAP Funding remaining

**Budgeted Expense:** YES

**Submitted By:** ENGINEERING DIVISION

**Contact:** COUNTY ENGINEER

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

By the direction of the Board, the Engineering Division prepared the attached plans and specification package for the improvement of Osteen Road (CR 359B) from US HWY 98 to Woods Creek Road under the FDOT's Small County Road Assistance Program. The attached specifications and construction plans have been incorporated into a Request for Proposals (RFP) that will be advertised upon receiving Board and permitting approval; FDOT approval has already been received. This roadway improvement project consists of furnishing all needed materials, equipment, labor and supervision to widen and resurface the approximate 1.82-miles of roadway. Beyond reconstruction, widening and resurfacing, the improvements also include safety modifications, drainage improvements, pavement markings and signage, along with other associated work as more fully detailed in the plans and specifications material.

The Board previously entered into and approved a Reimbursement Agreement with FDOT in the amount of \$752,417.00 for the Osteen Road project. Staff expects that there will be a good chance that the monies remaining from this original reimbursement agreement amount after allotting for survey, geotechnical, and construction administration expenses will be insufficient to complete the entire project as proposed without additional funding from FDOT or the Board. A last resort would be to reduce the project's scope of work. This matter will be more fully discussed once the RFP's have been received and evaluated. Nonetheless, Staff recommends that the Board approve soliciting requests for proposals for the proposed widening and resurfacing in accordance with the attached scope of work.

Once the Board has approved the proposed scope of work, Staff will solicit for proposals while permitting aspects are being finalized. It is intended that proposals for this project be received at the March 7, 2016 regular Board meeting.

**Options:**

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

**Attachments:**

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

## **BID DOCUMENTS**

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# **Osteen Road (CR 359B) Widening/Resurfacing FDOT SCRAP Project Taylor County, Florida 2013-003-ENG**

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**January 2016**

**Prepared for:**

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

**Prepared by:**

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



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- Hold Harmless, Release and Indemnity Agreement**
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### **PART 2 - CONTRACT FORMS**

- Agreement between Owner and Contractor**
- Bid Bond**
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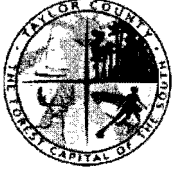
### **PART 3 – CONDITIONS OF THE CONTRACT**

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## **PART 1 – BIDDING REQUIREMENTS**

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

## TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

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

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

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

### INVITATION TO BID

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

Qualified firms or individuals desiring to provide the required products or services must submit five (5) packages in a sealed envelope or similar package marked "**Sealed Proposal for Osteen Road Widening/Resurfacing**" 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 4, 2016. **All Proposals MUST have the respondent's name and mailing address clearly shown on the outside of the envelope or package when submitted.** Proposals will be opened and respondents announced at 6:XX P.M., local time, or as soon thereafter as practical, on March 7, 2016, in the Taylor County Administrative Complex, 201 East Green Street, Perry, Florida 32347.

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

A Pre-Bid Conference will be held at 10:00 a.m. on Wednesday, February 24, 2016, at the Administrative Complex located at 201 East Green Street, Perry, Florida 32347.

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

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

## INSTRUCTIONS TO BIDDERS

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## ARTICLE 1 - DEFINED TERMS

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

- A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. The issuing office for this project will be the *Taylor County Clerk of Courts located at 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. *Successful Bidder*--The lowest, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

## ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

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



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

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

### ARTICLE 3 - QUALIFICATIONS OF BIDDERS

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

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

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

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

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

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#### 4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

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

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

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

#### 4.02 *Underground Facilities*

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

#### 4.03 *Hazardous Environmental Condition*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 5 - PRE-BID CONFERENCE

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5.01 A pre-Bid conference will be held at 10:00 a.m. local time on February 24, 2016, at the Taylor County Administrative Complex, 201 East Green St., Perry, Florida 32347. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference and or no less than 10 days prior to the Bid Opening Date. Oral statements may not be relied upon and will not be binding or legally effective.

## ARTICLE 6 - SITE AND OTHER AREAS

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

## ARTICLE 7 - INTERPRETATIONS AND ADDENDA

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

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

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

## **ARTICLE 8 - BID SECURITY**

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8.01 Bid security will be required for this project.

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

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

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

## **ARTICLE 9 - CONTRACT TIMES**

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

## **ARTICLE 10 - LIQUIDATED DAMAGES**

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

## **ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS**

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

## ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

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

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

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

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

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

## ARTICLE 13 - PREPARATION OF BID

---

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

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

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

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

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

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

## ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

---

### 14.01 *Lump Sum*

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

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

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

## ARTICLE 15 - SUBMITTAL OF BID

---

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

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

- [G. Valid Business/Contractor Licensing/Registration Information
- [H. Proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.]
- [I. Proof of Contractor and any subcontractors enrollment in and compliance with the Department of Homeland Security's E-Verify Employment Eligibility Verification system or a statement that such compliance will be prior achieved prior to contract execution.]
- [J. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work. Value of work. % of total)
- [K. List of Proposed Suppliers (Include: List of proposed supplies. Value of supplies. % of total)
- [L. List of Project References

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security (when required) and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "Osteen Road (CR 359B) Widening/Resurfacing." Hand deliveries and mailed Bids shall be addressed to Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347. Bids submitted by Overnight delivery shall also be delivered to the physical address of the Clerk of Court: Clerk of Court, 1st Floor Courthouse, 108 North Jefferson Street, Suite 102, Perry, Florida 32347.

15.03 The Taylor County Board of County Commissioners **DOES NOT ACCEPT FAXED PROPOSALS.**

15.04 Proposals that are not delivered to the place indicated in the Advertisement or Invitation to Bid prior to the date and time prescribed shall not be considered and will be returned to the responder unopened.

15.05 Incomplete Bid proposals that do not provide the required information and/or the required number of copies, may be deemed incomplete by the Board of County Commissioners and not considered during the Bid Evaluation.

## **ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID**

---

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 Once opened, no Bid may be withdrawn prior to the Board of County Commissioners action without written consent of the Clerk of Court.

## **ARTICLE 17 - OPENING OF BIDS**

---

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

## **ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

---

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

## **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

---

19.01 Owner reserves the right, in its sole and absolute discretion, to reject any or all Bids, to cancel or withdraw this bid solicitation at any time and waive any irregularities in the Bid process. Owner reserves the right to award any contract to the respondent which it deems to offer the best overall service; therefore, Owner is not bound to award any contract based on the lowest quoted price. Owner, in its sole and absolute discretion, also reserves the right to waive any minor defects in the process and to accept the bid deemed to be in the County's best interest.

19.02 Owner, in its sole and absolute discretion, also reserves the right to assign a local business preference in a maximum amount of five (5) percent of the bid price pursuant to Taylor County ordinance No. 2003-12.

19.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.04 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.07 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

## **ARTICLE 20 - CONTRACT SECURITY AND INSURANCE**

---

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

20.02 All Proposals submitted require General Liability and Workmen's Compensation Insurance, and must include a Certificate of Insurance showing the coverage(s) required, listing Taylor County as an additional insured, or a sworn statement from an insurance agent, verifying that if the prospective respondent is awarded the bid, a Certificate of Insurance will be issued to the successful respondent within thirty (30) days of the acceptance of the proposal, in the amount stated. Also include the Declaration Page from the insurance policy, showing Workmen's Compensation Insurance on all employees working on the project. Any respondent, who does not furnish the required insurance documents within thirty (30) days after the bid award, is hereby advised that the bid will be given



to the next lowest respondent who meets all proposal specifications. Workers' Compensation exemptions will be accepted upon providing a current certificate, Articles of Incorporation, and a signed Taylor County Workers' Compensation Hold Harmless Agreement. Any responder who does not furnish the required insurance documents will not be considered.

## ARTICLE 21 - SIGNING OF AGREEMENT

---

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

## ARTICLE 22 - SALES AND USE TAXES

---

22.01 Owner is exempt from Florida state sales and use taxes on all Direct Purchased materials and equipment to be incorporated in the Work. Said taxes for such items shall not be included in the Bid. Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

22.02 Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner. Contractor purchases are not eligible for this exemption and such costs shall be accounted for within the Bid.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.
2. Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

## ARTICLE 23 - RETAINAGE

---

23.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

## ARTICLE 24 - CONTRACTS TO BE ASSIGNED

---

24.01 Owner as "buyer" will execute a contract with the successful Bidder as "seller" for the procurement of goods and special services for Osteen Road (CR 359B) Widening/Resurfacing. The materials and equipment provided for in the procurement contract are to be furnished and delivered to the Site [or other location] for installation by Contractor. The said procurement contract will be assigned by Owner to Contractor as set forth in the Agreement. Contractor will accept the assignment and assume responsibility for the "seller", who will become a Subcontractor to Contractor.

24.02 Bidders may examine the contract documents for the procurement of goods and special services for Project at the Issuing Office.

# BID FORM

## Osteen Road (CR 359B) Widening/Resurfacing

2013-003-ENG

### TABLE OF ARTICLES

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### ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to:

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

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

### ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

### ARTICLE 3 – BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____

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

#### **ARTICLE 4 – FURTHER REPRESENTATIONS**

##### **4.01 Bidder further represents that:**

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

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

## ARTICLE 5 – BASIS OF BID

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

Osteen Road Widening/Resurfacing Project: 2013-003-ENG

Total Lump Sum Bid Price \_\_\_\_\_ \$ \_\_\_\_\_  
160 Days (words) (numerals)

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

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

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

## ARTICLE 6 – TIME OF COMPLETION

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

## ARTICLE 7 – ATTACHMENTS TO THIS BID

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

- A. Required Bid security in the form of \_\_\_\_\_
- B. Certificate of Liability Insurance or Agency Statement
- C. Declaration Page form Workers' Compensation Insurance or Exemption Issued by the State of Florida
- D. Workers' Compensation Hold Harmless Agreement (Required when submitting a W.C. exemption)
- E. Public Entity Crimes Affidavit, signed and notarized, as required by Chapter 287.133(3)(a), F.S.
- F. Non-Collusion Affidavit
- G. Valid Business/Contractor Licensing/Registration Information

- H. Proof of current qualification with the Florida Department of Transportation in Tallahassee, Florida to conduct the scope of work outlined in these specifications.
- I. Proof of Contractor and any subcontractors enrollment in and compliance with the Department of Homeland Security's E-Verify Employment Eligibility Verification system or a statement that such compliance will be prior achieved prior to contract execution.
- J. List of Proposed Subcontractors and portion of work provided (Include: Scope of proposed Work, Value of work, % of total)
- K. List of Proposed Suppliers (Include: List of proposed supplies, Value of supplies, % of total)
- L. List of Project References

## ARTICLE 8 – DEFINED TERMS

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

## ARTICLE 9 – BID SUBMITTAL

- 9.01 This Bid submitted by:

If Bidder is:

### An Individual

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

### A Partnership

Partnership Name: \_\_\_\_\_ (SEAL)

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

Name (typed or printed): \_\_\_\_\_

### A Corporation

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

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

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest \_\_\_\_\_

Date of Authorization to do business in FLORIDA is \_\_\_\_/\_\_\_\_/\_\_\_\_.

A Joint Venture

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (SEAL)

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

Name (typed or printed): \_\_\_\_\_

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

Second Joint Venturer Name: \_\_\_\_\_ (SEAL)

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

Name (typed or printed): \_\_\_\_\_

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

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

Bidder's Business Address \_\_\_\_\_

\_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

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

State Contractor License No. \_\_\_\_\_ (If applicable)

**HOLD HARMLESS, RELEASE AND INDEMNITY AGREEMENT**

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

*Osteen Road (CR 359B) Widening/Resurfacing  
Taylor County, Florida*

**Contract:** The intent of this contract is to secure all labor and equipment required for the Osteen Road (CR 359B) Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 20 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, variable depth limerock overlay, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing, and installing guardrail and stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

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

The term **Owner** is hereby defined to include Taylor County Board of County Commissioners, 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 \_\_\_\_\_, \_\_\_\_\_

WITNESS:

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

\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF TAYLOR

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

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

My Commission Expires: \_\_\_\_\_

Accepted by Taylor County, Florida this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

by \_\_\_\_\_.



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

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

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

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

Whose business address is \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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

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

PERSONALLY APPEARED BEFORE ME, the undersigned authority, \_\_\_\_\_.

(Name of individual signing)

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

of \_\_\_\_\_.

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

My commission expires: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

(STATE OF FLORIDA, COUNTY OF TAYLOR)

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/She/They is/are the \_\_\_\_\_ of  
(Owner, Partner, Officer, Representative or Agent)  
\_\_\_\_\_, the Bidder that has submitted the attached Bid:
- (2) He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:
- (3) Such Bid is genuine and is not a collusive or sham Bid:
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from Bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties of interest, including this affiant.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
WitnessBy: \_\_\_\_\_  
Signature\_\_\_\_\_  
Witness\_\_\_\_\_  
Print Name and Title

STATE OF FLORIDA, (COUNTY OF TAYLOR)

On this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned Notary Public of the State of Florida, personally appeared \_\_\_\_\_ (Name(s)) of \_\_\_\_\_ individual(s) who appeared before notary) \_\_\_\_\_ and whose name(s) is/are subscribed to the within Affidavit of Non-Collusion, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Florida

NOTARY PUBLIC:

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or type as commissioned)

\_\_\_\_ Personally known to me, or

\_\_\_\_ Did take an oath, or

\_\_\_\_ Personal identification:

\_\_\_\_ Did Not take an oath.

\_\_\_\_\_  
Type of Identification Produced

## **PART 2– CONTRACT FORMS**

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR  
CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Taylor County Board of County Commissioners (Owner) and \_\_\_\_\_ (Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

**ARTICLE 1 - WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

*Osteen Road (CR 359B) Widening/Resurfacing Contract:* The intent of this contract is to secure all labor and equipment required for the Osteen Road (CR 359B) Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 20 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, variable depth limerock overlay, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing, and installing guardrail and stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

**ARTICLE 2 - THE PROJECT**

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

*This project is to a lump sum project, with add/deduct items as specified on the Bid Proposal.*

**ARTICLE 3 - ENGINEER/PROJECT ADMINISTRATION**

3.01 The Project has been designed by:

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

3.02 The Project will be administered by:

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

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

**ARTICLE 4 - CONTRACT TIMES****4.01 Time of the Essence**

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

**4.02 Days to Achieve Substantial Completion and Final Payment**

A. The Work will be substantially completed within 150 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 160 days after the date when the Contract Times commence to run.

**4.03 Liquidated Damages**

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

**4.04 Correction Period/Warranty**

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

**ARTICLE 5 - CONTRACT PRICE**

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

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

	(\$ <u>      </u> )
(words)	(numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

**ARTICLE 6 - PAYMENT PROCEDURES****6.01 Submittal and Processing of Payments**

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

**6.02 Progress Payments; Retainage**

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 10th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

- a. 90% percent of Work completed (with the balance being retainage); and
- b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90% percent of the Work completed, less such amounts as Engineer shall determine, or OWNER may withhold, in accordance with Paragraph 14.02.B.5 of the General Conditions and less Ten percent (10%) of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

#### 6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

### ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of Zero percent (0%) per annum.

### ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

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

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

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

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

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

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and

Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

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

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

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

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

## ARTICLE 9 - CONTRACT DOCUMENTS

### 9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance and Payment bond.
3. Standard General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the Project Manual.
6. Drawings consisting of 132 sheets with each sheet bearing the following general title: Osteen Road (CR 359B) Widening/Resurfacing [or] the Drawings listed on attached sheet index.
7. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - b. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  - c. Contractor's and Subcontractor's Valid Business/Contractor Licensing/Registration Information.
9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed.



b. Work Change Directives.

c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## ARTICLE 10 - MISCELLANEOUS

### 10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 Preference To State Residents

A. Chapter 2010-147, Section 50, Laws of Florida, providing for preference to residents of the State of Florida, is hereby made a part of this Contract. Each contract that is funded by state funds must contain a provision requiring the contractor to give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. As used in this Section, the term "substantially equal qualifications" means the qualification of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.

### 10.06 Public Records Provision

- A. In accordance with Section 119.0701, Florida Statutes, Contracts; Public records, Contractor shall specifically:
- Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
  - 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.
  - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

#### 10.07 Other Provisions

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

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

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Agreement).

#### OWNER:

#### CONTRACTOR:

Taylor County Board of County Commissioners

By: Dustin Hinkel

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

Title: County Administrator

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

*[COUNTY SEAL]*

*[CORPORATE SEAL]*

Attest: Annie Mae Murphy

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

Title: Taylor County Clerk of Court

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

Address for giving notices:

Address for giving notices:

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

OR

P.O. Box 620, Perry, FL 32348

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

License No.: \_\_\_\_\_

(Where applicable)

Agent for service or process: \_\_\_\_\_

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

**BID BOND**

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

BIDDER (Name and Address):

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

OWNER (Name and Address):  
TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS  
108 NORTH JEFFERSON ST.  
PERRY FL, 32347

BID

Bid Due Date: March 4, 2016

Project (Brief Description Including Location): *Osteen Road (CR 359B) Widening/Resurfacing Contract*: The intent of this contract is to secure all labor and equipment required for the Osteen Road (CR 359B) Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 20 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, variable depth limerock overlay, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing, and installing guardrail and stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

BOND

Bond Number:

Date (Not later than Bid due date):

Penal Sum: \_\_\_\_\_

(Words)

(Figures)

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

**BIDDER**

**SURETY**

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

(Seal)

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

(Seal)

By: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:

- 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

- 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
- 3.2. All Bids are rejected by Owner, or
- 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable

promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**PERFORMANCE BOND**

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

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

**CONTRACT**

Date:

Amount:

Description (Name and Location): *Osteen Road (CR 359B) Widening/Resurfacing Contract*: The intent of this contract is to secure all labor and equipment required for the Osteen Road (CR 359B) Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 20 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, variable depth limerock overlay, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing, and installing guardrail and stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

**BOND**

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

**SURETY**

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

By:

Signature and Title  
(Attach Power of Attorney)

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

Attest:

Signature and Title

**CONTRACTOR AS PRINCIPAL**

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

**SURETY**

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

By:

Signature and Title  
(Attach Power of Attorney)

Attest:

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
  - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
  - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
  - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
    1. Surety in accordance with the terms of the Contract;
    2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
  - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
  - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
  - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
  - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
    2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
  - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
  - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
  - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
  - 12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
  - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
  - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY -- Name, Address and Telephone  
 Surety Agency or Broker  
 Owner's Representative (engineer or other party)

**PAYMENT BOND**

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

CONTRACTOR (Name and Address):

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

OWNER (Name and Address):

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

**CONTRACT**

Date:

Amount:

Description (Name and Location): *Osteen Road (CR 359B) Widening/Resurfacing Contract*: The intent of this contract is to secure all labor and equipment required for the Osteen Road (CR 359B) Widening/Resurfacing project in Taylor County, Florida. This project consists of widening and resurfacing an existing approximately 20 ft wide road to a 24 ft wide paved roadway. This work effort will include installing limerock widening strips, variable depth limerock overlay, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing, and installing guardrail and stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications.

**BOND**

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

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

**CONTRACTOR AS PRINCIPAL**

Company:

Signature: \_\_\_\_\_ (Seal)

Name and Title:

**SURETY**

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

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

**SURETY**

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

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
  - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
  - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
  - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
  - 4.2. Claimants who do not have a direct contract with Contractor:
    1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
    2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
    3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
  - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
  - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
  - 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
  - 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
  - 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**FOR INFORMATION ONLY – Name, Address and Telephone**  
 Surety Agency or Broker:  
 Owner's Representative (engineer or other party):



## **PART 3 – CONDITIONS OF THE CONTRACT**

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.  
This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



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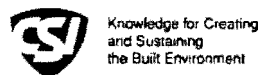
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Construction Specifications Institute

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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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## ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

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### 1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*--Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the Scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work.

A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part



thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

### B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

### C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

### D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

- a. does not conform to the Contract Documents, or
- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or
- c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

### E. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in

FDOT SCRAP: Osteen Road (CR 359B) Widening/Resurfacing  
connection with services, materials, or equipment, shall mean  
to furnish and install said services, materials, or equipment  
complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide"  
is not used in connection with services, materials, or  
equipment in a context clearly requiring an obligation of  
Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Docu-  
ments, words or phrases which have a well-known technical or  
construction industry or trade meaning are used in the  
Contract Documents in accordance with such recognized  
meaning.

## ARTICLE 2 - PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed  
counterparts of the Agreement to Owner, Contractor shall also  
deliver to Owner such bonds as Contractor may be required to  
furnish.

B. *Evidence of Insurance:* Before any Work at the  
Site is started, Contractor and Owner shall each deliver to the  
other, with copies to each additional insured identified in the  
Supplementary Conditions, certificates of insurance (and other  
evidence of insurance which either of them or any additional  
insured may reasonably request) which Contractor and Owner  
respectively are required to purchase and maintain in  
accordance with Article 5.

### 2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed  
or hard copies of the Drawings and Project Manual.  
Additional copies will be furnished upon request at the cost of  
reproduction.

### 2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the  
thirtieth day after the Effective Date of the Agreement or, if a  
Notice to Proceed is given, on the day indicated in the Notice  
to Proceed. A Notice to Proceed may be given at any time  
within 30 days after the Effective Date of the Agreement. In  
no event will the Contract Times commence to run later than  
the sixtieth day after the day of Bid opening or the thirtieth  
day after the Effective Date of the Agreement, whichever date  
is earlier.

### 2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the  
date when the Contract Times commence to run. No Work

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shall be done at the Site prior to the date on which the  
Contract Times commence to run.

### 2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the  
Effective Date of the Agreement (unless otherwise specified in  
the General Requirements), Contractor shall submit to  
Engineer for timely review:

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

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the  
Work which includes quantities and prices of items which  
when added together equal the Contract Price and subdivides  
the Work into component parts in sufficient detail to serve as  
the basis for progress payments during performance of the  
Work. Such prices will include an appropriate amount of  
overhead and profit applicable to each item of Work.

### 2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a  
conference attended by Owner, Contractor, Engineer, and  
others as appropriate will be held to establish a working  
understanding among the parties as to the Work and to discuss  
the schedules referred to in Paragraph 2.05.A, procedures for  
handling Shop Drawings and other submittals, processing  
Applications for Payment, and maintaining required records.

### 2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first  
Application for Payment a conference attended by Contractor,  
Engineer, and others as appropriate will be held to review for  
acceptability to Engineer as provided below the schedules  
submitted in accordance with Paragraph 2.05.A. Contractor  
shall have an additional 10 days to make corrections and  
adjustments and to complete and resubmit the schedules. No  
progress payment shall be made to Contractor until acceptable  
schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to  
Engineer if it provides an orderly progression of the Work to  
completion within the Contract Times. Such acceptance will  
not impose on Engineer responsibility for the Progress  
Schedule, for sequencing, scheduling, or progress of the Work  
nor interfere with or relieve Contractor from Contractor's full  
responsibility therefor.

2. Contractor's Schedule of Submittals will be  
acceptable to Engineer if it provides a workable arrangement  
for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

### ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

#### 3.01 Intent

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

#### 3.02 Reference Standards

A. Standards, Specifications, Codes, Laws, and Regulations

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

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

#### 3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

##### 1. Contractor's Review of Contract Documents

*Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

#### B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

- a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

#### 3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

## 1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample:  
(Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

## ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

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

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

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for

Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

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

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

#### 4.03 Differing Subsurface or Physical Conditions

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.10.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

#### C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the

categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

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

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

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

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 Underground Facilities

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

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

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

#### B. Not Shown or Indicated

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefore as provided in Paragraph 10.05.

#### 4.05 Reference Points

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

and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

#### 4.06 Hazardous Environmental Condition at Site

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

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

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

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

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the Scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefore as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the Scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and

against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 5 - BONDS AND INSURANCE

### 5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

### 5.02 *Licensed Sureties and Insurers*

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

### 5.03 *Certificates of Insurance*



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

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

#### 5.04 Contractor's Liability Insurance

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

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

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

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

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

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

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

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs

5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

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

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

#### 5.05 Owner's Liability Insurance

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

#### 5.06 Property Insurance



A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

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

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

#### 5.07 Waiver of Rights

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

#### 5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

#### 5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

#### 5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

### ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

#### 6.01 *Supervision and Superintendence*

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

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent

who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

#### 6.02 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

#### 6.03 Services, Materials, and Equipment

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

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 6.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed

adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

#### 6.05 Substitutes and "Or-Equals"

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

1. "Or-Equal" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the

## 2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any

license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

*B. Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

*C. Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

*D. Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

*E. Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

*F. Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

## 6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or

furnishing any of the Work to communicate with Engineer through Contractor.

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

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

## 6.07 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any

#### 6.08 *Permits*

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

#### 6.09 *Laws and Regulations*

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

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 6.10 *Taxes*

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

#### 6.11 *Use of Site and Other Areas*

##### A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment,

the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

#### 6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to



Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

### 6.13 *Safety and Protection*

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

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

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

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or, or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

### 6.14 *Safety Representative*

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

### 6.15 *Hazard Communication Programs*

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

### 6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

### 6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

#### 1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material,

Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

#### C. Submittal Procedures

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

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

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

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

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

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

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

#### D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents

and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

#### E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

#### 6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

#### 6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or



## 2. normal wear and tear under normal usage.

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

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
6. any inspection, test, or approval by others; or
7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the

amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

## ARTICLE 7 - OTHER WORK AT THE SITE

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### 7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

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

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

### 7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

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

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

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

### 7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

## ARTICLE 8 - OWNER'S RESPONSIBILITIES

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### 8.01 *Communications to Contractor*

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

### 8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

### 8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### 8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

#### 8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

#### 8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

#### 8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

#### 8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

#### 8.09 *Limitations on Owner's Responsibilities*

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

#### 8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

#### 8.11 *Evidence of Financial Arrangements*

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

## ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

#### 9.01 *Owner's Representative*

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

#### 9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

#### 9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

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

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

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

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

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

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

## ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

### 10.01 *Authorized Changes in the Work*

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

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

### 10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

### 10.03 *Execution of Change Orders*

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

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A. (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed

sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

### 10.04 *Notification to Surety*

A. If notice of any change affecting the general Scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### 10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday

pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

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

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

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

5. Supplemental costs including the following:

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

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

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

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable,



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

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

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

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by

any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

## 11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

### B. Cash Allowances

#### 1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

### C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by

### 11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

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

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

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

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

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

## ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

### 12.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

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

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

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

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

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

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in



## 12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

## 12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

## ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### 13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

### 13.02 *Access to Work*

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

### 13.03 *Tests and Inspections*

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

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and
3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith.

amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

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

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

#### 13.04 Uncovering Work

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

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the

#### 13.05 Owner May Stop the Work

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

#### 13.06 Correction or Removal of Defective Work

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

#### 13.07 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

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

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

#### 13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

#### 13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

### ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

#### 14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments

and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

#### 14.02 Progress Payments

##### A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

##### B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

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

- a. the Work has progressed to the point indicated;
- b. the quality of the Work is generally in accordance

with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

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

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation

withheld shall be treated as an amount due as determined by  
Paragraph 14.02.C.1.

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

b. the Contract Price has been reduced by Change  
Orders;

c. Owner has been required to correct defective Work  
or complete Work in accordance with Paragraph  
13.09; or

d. Engineer has actual knowledge of the occurrence  
of any of the events enumerated in Paragraph  
15.02.A.

#### *C. Payment Becomes Due*

1. Ten days after presentation of the Application for  
Payment to Owner with Engineer's recommendation, the  
amount recommended will (subject to the provisions of  
Paragraph 14.02.D) become due, and when due will be paid by  
Owner to Contractor.

#### *D. Reduction in Payment*

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

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

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

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

d. Owner has actual knowledge of the occurrence of  
any of the events enumerated in Paragraphs  
14.02.B.5.a through 14.02.B.5.c or Paragraph  
15.02.A.

2. If Owner refuses to make payment of the full  
amount recommended by Engineer, Owner will give  
Contractor immediate written notice (with a copy to Engineer)  
stating the reasons for such action and promptly pay  
Contractor any amount remaining after deduction of the  
amount so withheld. Owner shall promptly pay Contractor the  
amount so withheld, or any adjustment thereto agreed to by  
Owner and Contractor, when Contractor corrects to Owner's  
satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's  
refusal of payment was not justified, the amount wrongfully

#### *14.03 Contractor's Warranty of Title*

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

#### *14.04 Substantial Completion*

A. When Contractor considers the entire Work ready  
for its intended use Contractor shall notify Owner and  
Engineer in writing that the entire Work is substantially  
complete (except for items specifically listed by Contractor as  
incomplete) and request that Engineer issue a certificate of  
Substantial Completion.

B. Promptly after Contractor's notification, , Owner,  
Contractor, and Engineer shall make an inspection of the  
Work to determine the status of completion. If Engineer does  
not consider the Work substantially complete, Engineer will  
notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially com-  
plete, Engineer will deliver to Owner a tentative certificate of  
Substantial Completion which shall fix the date of Substantial  
Completion. There shall be attached to the certificate a  
tentative list of items to be completed or corrected before final  
payment. Owner shall have seven days after receipt of the  
tentative certificate during which to make written objection to  
Engineer as to any provisions of the certificate or attached list.  
If, after considering such objections, Engineer concludes that  
the Work is not substantially complete, Engineer will within  
14 days after submission of the tentative certificate to Owner  
notify Contractor in writing, stating the reasons therefor. If,  
after consideration of Owner's objections, Engineer considers  
the Work substantially complete, Engineer will within said 14  
days execute and deliver to Owner and Contractor a definitive  
certificate of Substantial Completion (with a revised tentative  
list of items to be completed or corrected) reflecting such  
changes from the tentative certificate as Engineer believes  
justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate  
of Substantial Completion, Engineer will deliver to Owner and  
Contractor a written recommendation as to division of  
responsibilities pending final payment between Owner and  
Contractor with respect to security, operation, safety, and  
protection of the Work, maintenance, heat, utilities, insurance,  
and warranties and guarantees. Unless Owner and Contractor  
agree otherwise in writing and so inform Engineer in writing  
prior to Engineer's issuing the definitive certificate of  
Substantial Completion, Engineer's aforesaid recommendation  
will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

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

#### 14.07 *Final Payment*

##### A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

- a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;
- b. consent of the surety, if any, to final payment;
- c. a list of all Claims against Owner that Contractor believes are unsettled; and
- d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

##### B. Engineer's Review of Application and Acceptance

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in



FDOT SCRAP: Osteen Road (CR 359B) Widening/Resurfacing  
writing the reasons for refusing to recommend final payment,  
in which case Contractor shall make the necessary corrections  
and resubmit the Application for Payment.

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### C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and, will be paid by Owner to Contractor.

#### 14.08 Final Completion Delayed

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

#### 14.09 Waiver of Claims

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

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

## ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

#### 15.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

#### 15.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion).

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor

shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

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

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

#### 15.03 *Owner May Terminate For Convenience*

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

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

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

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

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

#### 15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

### ARTICLE 16 - DISPUTE RESOLUTION

#### 16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution



2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

## ARTICLE 17 - MISCELLANEOUS

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### 17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### 17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### 17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### 17.04 *Survival of Obligations*

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

### 17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

### 17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

## Supplementary Conditions

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

**SC-2.02 Delete Paragraph 2.02.A in its entirety and insert the following:**

- A. *Owner shall furnish to Contractor up to three printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.*

**SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:**

- A. *No reports on drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.*
- B. *Not Used.*

**SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:**

- C. *The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:*
  - 1. *Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:*

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

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

3. *Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:*

- a. *Bodily Injury:*
  - 1) Each person \$1,000,000
  - 2) Each Accident \$1,000,000
- b. *Property Damage:*
  - 1) Each Accident \$ 500,000
- c. *Combined Single Limit of* \$1,000,000

4. *The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:*

- a. *Bodily Injury:*
  - 1) Each Accident \$1,000,000
  - 2) Annual Aggregate \$1,000,000
- b. *Property Damage:*
  - 1) Each Accident \$1,000,000
  - 2) Annual Aggregate \$1,000,000

5.04.B.1. **Additional Insureds:***Taylor County Board of County Commissioners*

## SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

- H. *The Contractor shall not award work valued at more than fifty (50%) percent of the Contract Price to Subcontractor(s), without prior written approval of the Owner.*

## SC-6.10 Add a new paragraph immediately after Paragraph 6.10.A:

- B. *Owner is exempt from payment of sales and compensating use taxes of the State of Florida and of cities and counties thereof on all materials to be incorporated into the Work which are Direct Purchased by Owner.*
- 1. *Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of Direct Purchased supplies and materials to be incorporated into the Work.*
  - 2. *Owner's exemption does not apply to supplies, materials, or construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.*

## SC-6.13

*Permits secured from the County, City, Florida Department of Transportation, Florida Department of Health, Suwannee River Water Management District, Army Corp of Engineers or the Florida Department of Environmental Protection and specific requirements shall be strictly adhered to, including all requirements for the protection of wetlands and Manatees, if applicable.*

**SC-9.03.A. Add the following language at the end of paragraph 9.03.A:**

1. *The County will provide Project Representative services for this project. All work performed for this project shall be inspected by an authorized representative of the Board of County Commissioners of Taylor County on a five day, 8:00 a.m. ~ 5:00 p.m., Monday through Friday work week, excluding County-designated holidays. If weekend work becomes necessary, it must be authorized by the County's representative at least three days prior to scheduling of such work.*
  - a. *The authorized representative shall be given no less than 24 hours prior notice of the expected time and date of pertinent aspects of this project to include, but not be limited to, concrete pours, material deliveries, lane closures etc.*
  - b. *The following individuals, in the listed order, will be the responsible agent(s) for the County:*

*Dustin Hinkel, County Administrator  
Andy McLeod, Public Works Division Director  
Kenneth Dudley, County Engineer*

**SC-14.02.A.3 Add the following language at the end of paragraph 14.02.A.3:**

*No payments will be made that would deplete the retainage, place in escrow any funds that are required for retainage, or invest the retainage for the benefit of the Contractor.*

**SC-14.02.C.1. Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:**

1. *The Application for Payment with Engineer's recommendations will be presented to the County for consideration. If the County finds the Application for Payment acceptable, the recommended amount less any reduction under the provisions of Paragraph 14.02.D will become due thirty days after the Application for Payment is presented to the County, and the County will make payment to the Contractor.*

**SC-16**

*The venue for all disputes shall be Taylor County, Florida.*

## **PART 4— SUPPLEMENTAL SPECIFICATIONS**

## SUPPLEMENTAL SPECIFICATIONS

1. The Taylor County Board of County Commissioners is improving Osteen Road (CR 359B) under the terms of an FDOT SCRAP Agreement. Such improvements include widening and resurfacing an existing approximately 20 ft wide road to a 24 ft wide paved roadway by installing limerock widening strips, variable depth limerock overlay, reclaiming the existing asphalt, and resurfacing the roadway. The project will also include reshaping ditches, extending, removing, and installing guardrail and stormwater culverts, signage and pavement markings, as more fully detailed in the project plans and specifications. All work shall be completed in accordance with "Florida Department of Transportation (FDOT) Roadway and Traffic Design Standards", latest edition or "FDOT Standard Specifications for Road and Bridge Construction", latest edition and as amended by these specifications or plans.
2. FDOT MODIFICATIONS - When "FDOT Roadway and Traffic Design Standards" or "FDOT Standard Specifications for Road and Bridge Construction" refers to FDOT, Engineer, Department, Inspector, these items shall refer to Taylor County Engineer or authorized representative. When "FDOT Roadway and Traffic Design Standards" or "FDOT Standard Specifications for Road and Bridge Construction" refers to Laboratory this item refers to an independent properly licensed testing lab selected by Contractor with approval of County and fully compensated by Contractor.
3. FDOT SPECIFICATIONS - When the specifications refer to the State of Florida or officials of the State it shall be interpreted as the County Commissioners or their authorized representative.
4. WARRANTY - The Correction Period specified in Paragraph 13.07 of the General Conditions is modified to require that all workmanship and materials furnished to complete this project shall be warranted for no less than a three-year period after the date of final acceptance. The Performance Bond for this project may be reduced to 75% of the contract amount after completion of the first year of warranty and then further reduced to 50% for the final year.
5. All materials used shall meet all requirements of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition and methods of construction shall meet all requirements of the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition. Materials testing for this project shall be performed by an independent properly licensed testing lab selected by the Contractor with approval of the County and compensated by the Contractor. Results of required testing shall be forwarded and approved prior to covering work and prior to acceptance for payment.
6. The Contractor shall be responsible for establishing all lines and grades together with all reference points as required by the various trades for all work under this Contract. All required layout shall be done using competent and experienced personnel under the supervision of a Land Surveyor registered in the State of Florida at the Contractor's expense. Control points established by the Owner and disturbed by the Contractor will be replaced by the Contractor at his expense. Survey monuments or markers which will be removed by construction shall be properly referenced to the right-of-way line prior to

removal. Reference points shall be installed and documentation provided to the County upon project completion.

7. Once each phase of this project begins, the Contractor shall maintain asphalt application efforts at one location at a time. Taylor County shall provide one (1) authorized representative to be on site during asphalt application. All material tickets shall be presented to this representative at time of delivery and indicate required information (FDOT #, Tonnage, Temp, etc.).
8. Material Testing and Sampling shall be completed as required by the FDOT Standard Specifications, these Supplemental Specifications and the Construction Plans. Additional random material samples shall be collected and tests run at the discretion of Taylor County's authorized representative as part of the mandatory testing requirements. All asphalt testing shall be based on a 2,000 ton Lot size.
9. Unless otherwise authorized, regulate paving machine speed to no more than 70 feet-per-minute to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
10. Offset longitudinal joints in successive asphalt courses a minimum of 4 inches. Offset lateral joints in asphalt courses a minimum of 24 inches.
11. LIMEROCK BASE: There shall be no adjustment or extra payment for additional width or thickness of base material.
12. PRIME COAT: A prime coat shall be applied to the finished base course prior to the application of asphalt courses at the rate of 0.10 gallon per square yard per asphalt course application. AEP is the preferred Prime material. Use of EPR-1 will be permitted as a Prime Coat with submission of a FDOT pretest certification and when diluted at no less than a 3:1 water ratio and applied at 0.2~0.25 gal/sy. Unless otherwise authorized, NTSS-1hm, Trackless Tack, will not be permitted as a prime material. Prime coat shall include an approved cover material and be allowed to cure a minimum of 24 hours before paving commences.
13. SEEDING & MULCHING {Performance Turf}: Permanent seed shall be (Bermuda @ 80 lb/acre), temporary seed (Rye {October ~ March} or Brown Top Millet {April ~ September} @ 20 lb/acre) mixture and placement. Seed shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition.
14. SODDING {Performance Turf (SOD)}: Roadway Sod shall be rolled Bermuda. Remaining areas may be pallet sod. Sod shall comply with Section 981 and be placed consistent with Section 570, FDOT Specifications, latest edition. Sod may be required to match adjacent type in and around residential properties.
15. Unless noted otherwise, roadway improvements shall include providing & installing OM2V at each approach side of all cross-drains throughout the projects limits.
16. Unless noted otherwise, all D3 Street name signage shall use a 9 inch high sign with 6 inch uppercase and 4 inch lower case lettering. Public Street names shall be placed on a green sign with white lettering and border. Private Streets shall use a blue background sign with white lettering and border.
17. CONCRETE: Unless noted otherwise, all concrete shall use one of the curing materials consistent with Section 925, FDOT Specifications, latest edition.

## **PART 5 – DRAWINGS (BOUND SEPARATELY)**



**BEFORE YOU DIG!**  
CALL SUNSHINE STATE ONE CALL OF FLORIDA  
AT LEAST TWO FULL BUSINESS DAYS BEFORE  
DIGGING OR DISTURBING EARTH



1-800-432-4770

Know what's below.  
Call before you dig.

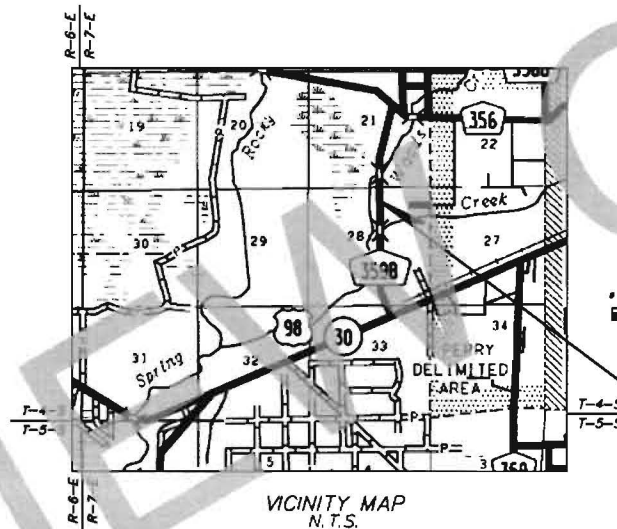
# TAYLOR COUNTY BOARD OF COUNTY COMMISSIONERS

## OSTEEN ROAD (CR 359B) CONTRACT PLANS WIDENING/RESURFACING PROJECT

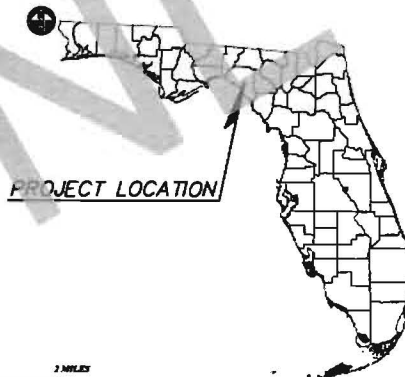
TAYLOR COUNTY PROJECT NO. 2013-003-ENG

### PLAN INDEX

SHEET	DESCRIPTION
1	COVER AND CONTENTS OF SET
2	GENERAL NOTES
3	TYPICAL SECTION
4~9	SUMMARY OF QUANTITIES
10~27	OSTEEN RD PLAN & PROFILE
28~115	OSTEEN RD CROSS SECTIONS
116	BEASLEY WILLIAMS RD PLAN & PROFILE
117~120	BEASLEY WILLIAMS RD CROSS SECTIONS
S-1	SIGNAGE SCHEDULE
S-2	STRIPING PLAN
S-3~S-11	SIGNING AND PAVEMENT MARKINGS
TC-1	TRAFFIC CONTROL
SWPP-1	STORM WATER POLLUTION PREVENTION PLAN



VICINITY MAP  
N.T.S.



LOCATION MAP  
N.T.S.

### LENGTH OF PROJECT

	LINEAR FEET	MILES
ROADWAY	9,537	1.81
BRIDGES	78	0.01
NET LENGTH OF PROJECT	9,615	1.82
EXCEPTIONS	0.00	0.00
GROSS LENGTH OF PROJECT	9,615	1.82

FLORIDA DEPARTMENT OF TRANSPORTATION PROGRAM

SMALL COUNTY ROAD ASSISTANCE PROGRAM:

OSTEEN RD FDOT PROJECT #30725-1-58-01

GOVERNING STANDARDS AND SPECIFICATIONS:  
FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS, 2016 EDITION  
FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2016 EDITION  
TAYLOR COUNTY CODE OF ORDINANCES  
ALL AS AMENDED BY CONTRACT DOCUMENTS.

ROADWAY SHOP DRAWINGS TO BE  
SUBMITTED TO:

KENNETH DUDLEY, P.E.  
TAYLOR COUNTY ENGINEERING DIVISION  
201 EAST GREEN STREET  
PERRY, FL 32347

NOTE: THE SCALE OF THESE  
PLANS MAY HAVE CHANGED DUE TO  
REPRODUCTION.

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

PROJECT NAME	OSTEEN ROAD	PROJECT NO.	2013-003-ENG
DESIGNED BY	KRD	CHECKED BY	BOCC
DATE	1/6/16	SCALE	1" = 50'
COVER & CONTENTS	1	SHEET	1 of 133
TAYLOR COUNTY ENGINEERING DIVISION BOARD OF COUNTY COMMISSIONERS 201 E. GREEN STREET PERRY, FL 32347 P.O. BOX 600 PERRY, FL 32347 (904) 208-1000 FAX (904) 208-1001 WWW.TAYLORCOUNTYFLORIDA.GOV			
DATE	1/6/2016	TIME	10:15 AM
BY	KENNETH DUDLEY	NO.	58014

## GENERAL NOTES

1. ALL ROADWAY AND DRAINAGE LAYOUT, CONSTRUCTION AND MATERIALS SHALL BE PER FOOT STANDARDS AND SPECIFICATIONS. MATERIALS SHALL MEET FOOT STANDARDS AND SPECIFICATIONS AND SHALL BE PRODUCED OR OBTAINED FROM AN FOOT APPROVED SOURCE. MATERIALS NOT COVERED UNDER THE STANDARD FOOT STANDARDS SHALL MEET THE REQUIREMENTS WITHIN THESE PLANS AND THE RESPECTIVE MANUFACTURER.
2. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE COUNTY ENGINEERING DIVISION WITHOUT DELAY. ANY SURVEY MONUMENTS REMOVED BY THE CONTRACTOR WITHOUT REFERENCE BEING ESTABLISHED, WILL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
3. ANY EXISTING BENCHMARKS ARE TO BE RE-ESTABLISHED BY THE CONTRACTOR'S SURVEYOR, IF DISTURBED. PROJECT CONTROL SHALL BE RE-INSTALLED AT COMPLETION OF PROJECT.
4. THE CONTRACTOR SHALL UNDERPIN ALL UNSTABLE MATERIAL ENCOUNTERED AND SHALL BACKFILL WITH CLEAN SUIABLE FILL MEETING FOOT ROAD AND INSIDE CONSTRUCTION STANDARDS AND SPECIFICATIONS AS DETERMINED NECESSARY AND DIRECTED BY THE COUNTY ENGINEERING DIVISION. SEE FOOT INDEX NO. 300 & 305.
5. ALL BORROW MATERIAL (OR EMBANKMENT) SHALL MEET THE REQUIREMENTS OF FOOT INDEX NO. 305 AND SHALL BE FURNISHED BY THE CONTRACTOR FROM AREAS PROVIDED BY THE CONTRACTOR AND APPROVED BY THE COUNTY ENGINEERING DIVISION.
6. THE CONTRACTOR SHALL STOCKPILE EROSION AND CONSTRUCTION MATERIALS IN SAFE AREAS ACCESSIBLE TO THE COUNTY ENGINEERING DIVISION. NO MATERIAL IS TO BE WIND-BLOWN ON THE PAVEMENT OR SHOULDERS OR WITHIN ANY ENVIRONMENTALLY SENSITIVE AREAS.
7. ONLY THE EXCAVATION FOR BASE PLACEMENT AND PIPE TRENCHES THAT CAN BE BACKFILLED BY THE END OF THE WORK DAY SHALL BE EXCAVATED. NO OPEN PIPE TRENCH OR ROADWAY EXCAVATION WILL BE ALLOWED TO REMAIN AFTER WORK ENDS FOR THE APPROVED WORK HOUR DAY.
8. IF REQUIRED BY THESE PLANS, ALL UNDAMAGED EXISTING SIGNS SHALL BE RELOCATED IN ACCORDANCE WITH FOOT INDEX NO. 17309. RELOCATION SHALL BE CONSIDERED A PART OF MAINTENANCE OF TRAFFIC. CONTRACTOR SHALL INSTALL NEW SIGNS TO REPLACE DAMAGED OR MISSING SIGNS. SEE SIGNAGE SCHEDULE. ALL DAMAGED/DISCARDED SIGNS, POSTS & SIGNS PLATES SHALL BE SALVAGED TO THE COUNTY AND DELIVERED TO THE PUBLIC WORKS DIVISION FACILITY ON US 27, (850) 838-3526.
9. ALL EXISTING STREET SIGNS, MAILBOXES, ETC. SHALL BE RELOCATED IN ACCORDANCE WITH THE PROCEDURES OUTLINED IN FOOT INDEX NO. 332. RELOCATION SHALL BE CONSIDERED A PART OF MAINTENANCE OF TRAFFIC. MAILBOX RELOCATIONS (IF FROM CDD) SHALL BE COORDINATED THROUGH THE LOCAL POSTMASTER PRIOR TO RELOCATION. MAILBOXES DAMAGED DURING RELOCATION SHALL BE REPLACED AT CONTRACTOR'S EXPENSE.
10. THE CONTRACTOR SHALL CONSTRUCT DRIVEWAY TURNOUTS AT ALL EXISTING DRIVEWAYS PER FOOT INDEX NO. 316 AND SHALL ALL EXISTING DRIVEWAYS AND CONCRETE APPROACH AT THE EDGE OF THE EXISTING DRIVEWAY LANE SHALL BE SAW-CUT AND REMOVED PRIOR TO CONSTRUCTING THE BROKEN DRIVEWAY OR PAVED SHOULDER. UNPAVED COUNTY ROADS ARE TO BE PAVED TO THE R/W LINE OR AS NOTED IN PLANS. SEE DETAIL.
11. THE CONTRACTOR SHALL BE RESPONSIBLE TO LAWFULLY REMOVE, TRANSPORT AND DISPOSE OF ALL MATERIALS NOT SALVAGED TO OWNER. EXCESS FILL MATERIAL SHALL BE UTILIZED TO THE FULLEST EXTENT POSSIBLE. REMAINING FILL SHALL, AT COUNTY'S OPTION, BE SALVAGED TO THE COUNTY AT AN APPROVED LOCATION FOR STOCKPILING. UNDAMAGED GUARDRAIL SHALL BE SALVAGED TO THE COUNTY AND DELIVERED TO THE PUBLIC WORKS DIVISION FACILITY ON US 27, (850) 838-3526.
12. ALL DISTURBED AREAS SHALL BE STABILIZED BY PERFORMANCE TURF AND SOD. (SEE TYPICAL ROADWAY MODIFICATION SECTION FOR SOD LOGISTICS)
13. ALL WATER, EQUIPMENT, MATERIALS, SUPPLIES, FILL MATERIAL, COVER MATERIAL, ETC. INCLUDING NECESSARY MEANS, METHODS, SURVEYING AND NOT SHALL BE INCLUDED IN BID PRICES. CONVICTIONS BY CONTRACTOR WILL NOT SURVIVE AS JUSTIFICATION FOR APPROVAL OF ADDITIONAL COMPENSATION.
14. CONTRACTOR IS TO PROVIDE ALL REQUIRED SUBMITTALS INCLUDING FOOT APPROVED ASPHALT DESIGN MIXES FOR REVIEW AND APPROVAL BEFORE ANY WORK IS TO COMMENCE ON THE RELEVANT PHASE OF THE PROJECT.
15. TYPE SP AND FC ASPHALTIC CONCRETE TO BE PLACED WITH A WEDGE SPREADER USING ELECTRONIC TRANSVERSE & LONGITUDINAL SLOPED CONTROLS.
16. PAVEMENT THICKNESS TRANSITIONS ALONG THE MAINLINE SHALL BE CONSTRUCTED ON A 1:600 RATIO. FURTHER, WHEN THERE ARE DIFFERENCES BETWEEN THE PROJECT AND AN INTERSECTING STREET, TURNOUT OR CROSSOVER, CONTRACTOR SHALL INSTALL AND MAINTAIN A MINIMUM 2.0 (2.0 FT MINIMUM) ASPHALT BESE OF BELLED TAPER TO PROVIDE A SMOOTH TRANSITION FROM THE STREET, TURNOUT, OR CROSSOVER TO THE PAVEMENT. FINAL SURFACE INSTALLATION.
17. ALL ITEMS AS SHOWN ON THE PLANS ARE TO BE INCREASED, DECREASED OR OMITTED AS DIRECTED BY THE COUNTY ENGINEERING DIVISION OR THE AUTHORITY REPRESENTATIVE.
18. ALL WELLS, CLEANSITY, MANHOLE TOPS, BOX COVERS, AND OTHER UTILITY APPURTENANCES SHALL BE PROTECTED AND ADJUSTED TO BE IN ACCORDANCE WITH THE PROJECT PLAN. ALL ITEMS SHALL BE FIELD INSPECTED AND NOTED.
19. CONTRACTOR SHALL EXERCISE EXTREME CARE IN THE CONSTRUCTION OF THIS PROJECT AND SHALL BE RESPONSIBLE FOR REPAIRING DAMAGE TO ANY PROPERTIES, EXISTING OR BELOW THE PROJECT, THAT MAY OCCUR AT ANY TIME DURING THE CONSTRUCTION OF THIS PROJECT.
20. CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL UTILITY LOCATIONS OF ALL UTILITIES SHOWN ON THE PLANS ARE BASED ON THE INFORMATION PROVIDED BY THE COUNTY. ALL UTILITIES ARE TO BE FIELD LOCATED AND NOTED.
21. CONTRACTOR SHALL NOTIFY UTILITY LOCATIONS THROUGH SUNSHINE ONE CALL OF FLORIDA, INC. (1-800-487-4770) AND UTILITY COMPANIES HEREIN, 48 HOURS IN ADVANCE OF BEGINNING CONSTRUCTION AT THE JOB SITE.

UTILITY OWNERS	UTILITY TYPE	CONTACT	TELEPHONE NUMBER
CONCAST	CABLE TELEVISION	DAVID MOOREHEAD	850-374-4060
FLORIDA POWER & LIGHT	ELECTRIC	BRANDY NEWMAN	850-894-0900
FLORIDA POWER & LIGHT	ELECTRIC	DEAN ROYCE	972-729-6322
FLORIDA POWER & LIGHT	ELECTRIC	KEVIN MEANS	352-854-1833
FLORIDA POWER & LIGHT	ELECTRIC	DANIEL ALLEN	850-373-6746

## MAINTENANCE OF TRAFFIC BY CONTRACTOR

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SAFE PASSAGE OF TRAFFIC AND PROTECTION OF HIS WORK FORCE THROUGHOUT THE PROJECT.
2. A MAINTENANCE OF TRAFFIC PLAN SHALL BE SUBMITTED BY THE CONTRACTOR IN ACCORDANCE WITH PART SIX OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND THE ROADWAY AND TRAFFIC DESIGN STANDARDS. ONE TRAFFIC LANE MAY BE CLOSED DURING WORKING HOURS ONLY. CONTRACTOR IS TO CHECK AND MAINTAIN ON A DAILY BASIS ALL SIGNS, FLASHING LIGHTS, STRIPING AND OTHER ITEMS AS REQUIRED TO CONFORM WITH THE MAINTENANCE OF TRAFFIC PLAN.
3. WORK ZONE TRAFFIC CONTROL SHALL ADHERE STRICTLY TO THE REQUIREMENTS OF THE FOOT ROADWAY AND TRAFFIC DESIGN STANDARDS, INDEX SERIES 600, THE MUTCD AND ANY SPECIFIC INSTRUCTIONS OF THE COUNTY ENGINEERING DIVISION. NONCOMPLIANCE WITH THESE STANDARDS WILL BE TREATED AS JUST CAUSE FOR STOPPING WORK AT NO EXPENSE TO OWNER.
4. THE CONTRACTOR'S PROPOSED SEQUENCE OF OPERATIONS AND SPECIFIC MAINTENANCE OF TRAFFIC PLANS SHALL BE REVIEWED BY THE COUNTY ENGINEERING DIVISION PRIOR TO THEIR IMPLEMENTATION.
5. UNLESS SPECIFICALLY AUTHORIZED BY THE COUNTY ENGINEERING DIVISION, THE CONTRACTOR SHALL MAINTAIN AT ALL TIMES AT LEAST ONE WAY TRAFFIC WITH A MINIMUM OF A 10' (10') ROAD LANE AND A POSSIBLE SHOULDER OF NOT MORE THAN 35 FEET PER WAY, WITH APPROPRIATE TRAFFIC CONTROL.
6. ALL ABOVE GRADING OPERATIONS WITHIN THE CLEAR ZONE OF TEMPORARY OR PERMANENT LANES SHALL BE MARKED AND PROTECTED IN ACCORDANCE WITH FOOT STANDARD SPECIFICATIONS OR SPECIFIC INSTRUCTIONS OF THE COUNTY ENGINEERING DIVISION. CLEAR ZONE REDUCED TO 4' (4') BEHIND CURB IN CURBED AREAS.
7. TEMPORARY LANES SHALL BE ESTABLISHED AND SUITABLE FOR PASSENGER VEHICLES DURING ALL WEATHER CONDITIONS.

## EROSION & SEDIMENTATION CONTROL

THE CONTRACTOR SHALL BE RESPONSIBLE FOR EROSION/SEDIMENTATION CONTROL PRACTICES DURING CONSTRUCTION TO MINIMIZE ON-SITE EROSION/SEDIMENTATION AND TO PREVENT AGAINST DAMAGE TO OFF-SITE PROPERTY. THE FOLLOWING PRACTICES SHALL BE EMPLOYED:

1. EROSION AND SEDIMENTATION CONTROL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. AREAS OF OFF-SITE DAMAGE DURING CONSTRUCTION SHALL BE PROTECTED WITH A SEDIMENT BARRIER PER FOOT INDEX NO. 332 TO PREVENT OFF-SITE DISCHARGE OF SEDIMENTS.
2. TEMPORARY SEED AND MULCH SHOULD BE USED TO CONTROL ON-SITE EROSION WHEN IT IS NOT PRACTICAL TO ESTABLISH PERMANENT VEGETATION. PERMANENT VEGETATION SHALL BE PLANTED AS EARLY AS POSSIBLE ON ALL SLOPES STEEPER THAN 3:1 (VERTICAL TO 1 (FT) HORIZONTAL) (IF APPLICABLE). SOD SHALL BE PLANTED AS REQUIRED. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE MAINTAINED IN WORKING ORDER THROUGHOUT THE CONSTRUCTION PHASE. THE CONTRACTOR SHALL INSPECT AND REPAIR AS NECESSARY. EROSION/SEDIMENTATION PROTECTION AT THE END OF EACH WORK DAY.

NOTE: EROSION/SEDIMENTATION CONTROL SHALL BE PLACED PRIOR TO ANY EXCAVATION AND/OR FILLING AND SHALL REMAIN IN PLACE UNTIL SITE RESTORATION IS COMPLETE AND VEGETATION IS ESTABLISHED.

3. ALL SLOPES STEEPER THAN 3:1 SHALL REQUIRE LAPPED OR PILED SOD.
4. ALL BUILT STRUCTURES AND SLOPES SHALL BE PROTECTED BY THE STANDARDS. CONSTRUCTION SHALL PROTECT AREAS DEFINED IN THE STANDARDS.
5. PERMANENT VEGETATION SHALL BE ESTABLISHED ON THE GRADED SITES. SOD OR SEEDING SHALL BE EMPLOYED TO PREVENT VEGETATION FROM BEING REMOVED OR DESTROYED. VEGETATION CAN BE APPLIED.
6. SYNTHETIC EROSION CONTROL MATS SHALL BE EMPLOYED TO PREVENT EROSION. MATS SHALL BE REMOVED OR DESTROYED. THE PROJECT OWNER SHALL BE RESPONSIBLE FOR ESTABLISHING VEGETATION. THE CONTRACTOR SHALL PLACE ANY PERMANENT TURF THAT DESTROYED OR DESTROYED.

## MISCELLANEOUS NOTES

1. PERFORMANCE TURF, SOD SHALL BE BLENDED FOR THE ENTIRE PROJECT.
2. BURIAL OF MATERIALS AND WASTE AS A MEANS OF DISPOSAL IS PROHIBITED WITHIN THE LIMITS OF THE PROJECT.
3. BLOWN FILL SHALL BE PERFORMED ONE (1) TIME AS A PART OF REACHING FINAL TOPOGRAPHY FOR THE PROJECT. SUBSTANTIAL COMPLETION IS APPROVED. MINIMUM FILL SHALL MEET THE REQUIREMENTS OF FOOT SPECIFICATION 104 AND 105. AVOID SWAMP CONDITIONS TO THE MAXIMUM EXTENT POSSIBLE.
4. REPAIRS TO SLOPES AND CROSS DRAIN TO LIMITS SHOWN OR 25 FEET MINIMUM TO PROVIDE SMOOTH TRANSITION FROM EXISTING AND EXISTING FILL. AVOID SWAMP CONDITIONS TO THE MAXIMUM EXTENT POSSIBLE.
5. ALL DRAINAGE WHERE SLOPE DRAIN REPLACEMENT IS CALLED FOR SHALL BE REPLACED WITH MATERIAL MATCHING EXISTING (CONCRETE/ASPHALT/ETC.) IT SHALL BE RECONSTRUCTED TO THE POINT OF DISTURBANCE OR RIGHT-OF-WAY AS DIRECTED. GRADES SHALL BE ADJUSTED TO PROVIDE A SMOOTH TRANSITION TO THE POINT OF DISTURBANCE/REPLACEMENT.

## GOVERNING SPECIFICATIONS

1. ASPHALT: SECTION 330 AND 334 OF FOOT SPECIFICATIONS
2. MILLING: SECTION 327 OF FOOT SPECIFICATIONS
3. BASE: SECTION 300 - 300 OF FOOT SPECIFICATIONS
4. SUBGRADE: SECTION 180 OF FOOT SPECIFICATIONS
5. GRASSING: SECTION 570 OF FOOT SPECIFICATIONS
6. SODDING: SECTION 570 OF FOOT SPECIFICATIONS
7. STRIPES & MARKINGS: SECTION 710 & 711 OF FOOT SPECIFICATIONS
8. RETROREFLECTIVE PAVEMENT MARKERS - SECTION 706 AND 970 OF FOOT SPECIFICATIONS
9. SIGNAGE: SEE FOOT INDEX 11860, 11862, 11865, 17302, 17344, 17346, 17350, AND 17359
10. GUARDRAIL: SECTION 536, FOOT SPECIFICATIONS AND FOOT INDEX 400
11. RAILROAD CROSSINGS: FOOT INDEX 560
12. MAINTENANCE OF TRAFFIC - SEE FOOT INDEX 600 SERIES, MUTCD
13. CULVERTS: FOOT INDEX 200  
FOOT INDEX 250  
FOOT INDEX 260 AND 273  
FOOT INDEX 280  
FOOT INDEX 281

## TESTING REQUIREMENTS

1. ALL TESTING SHALL BE PERFORMED BY A LICENSED/DESIGNED LABORATORY. SELECTION OF THE LABORATORY SHALL BE APPROVED IN WRITING BY THE COUNTY PRIOR TO BEGINNING ANY ON-SITE TESTING OR MATERIAL COLLECTION.
2. COPIES OF ALL TEST RESULTS SHALL BE SUBMITTED TO THE COUNTY ENGINEERING DIVISION PRIOR TO BEGINNING THE NEXT PHASE OF CONSTRUCTION.
3. THE COUNTY ENGINEERING DIVISION SHALL BE ADVISED NO LESS THAN 24 HOURS PRIOR TO BEGINNING TESTING. TESTING SHALL BE CONDUCTED IN STAGES OF CONSTRUCTION INCLUDING SUBGRADE, PAVEMENT, PLACING, CURB, DRAINAGE AND TACK COAT. ASPHALT PLACEMENT, CULVERT PROTECTIVE PLATES AND TACK COAT SHALL BE TESTED AS REQUIRED.
4. PERFORMANCE PROCTOR TESTING FOR CULVERTS AND CULVERT EXTENSIONS AS REQUIRED BY FOOT INDEX 200, 250, 260, 273, 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.

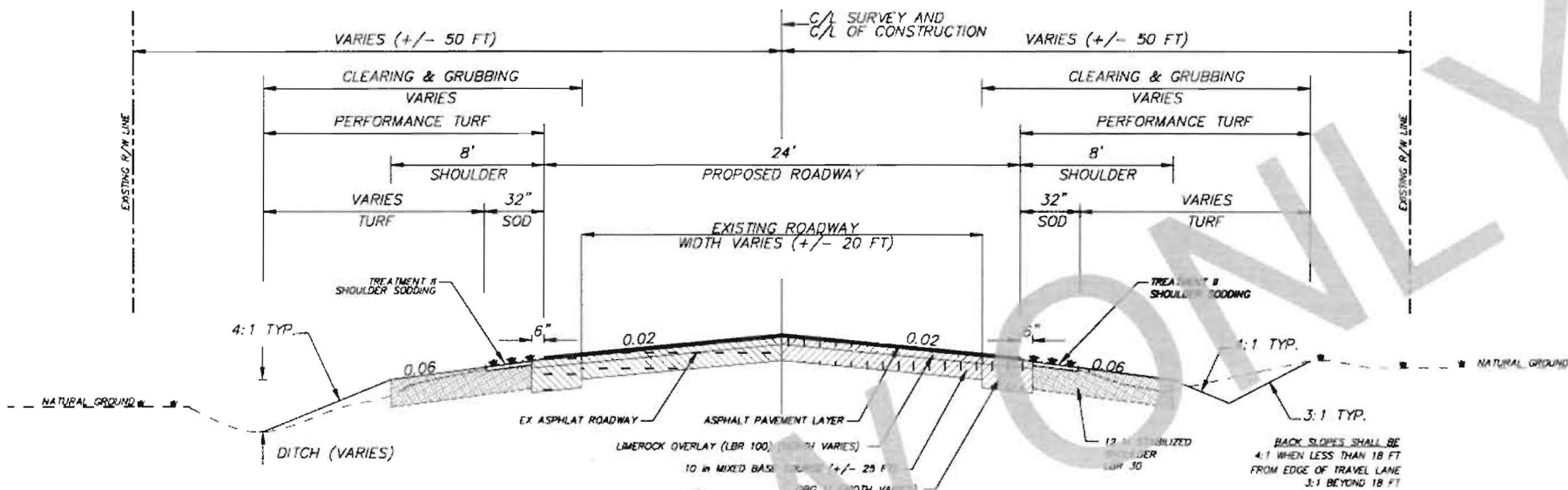
## SIGNAGE AND PAVEMENT MARKING

1. THE EXISTING SIGNAGE INVENTORY REFLECTS DATA COLLECTED DURING PLAN PREPARATION AND IT IS POSSIBLE THAT ADDITIONAL SIGNS MAY BE PRESENT AT THE TIME OF CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE THE DISPOSITION OF SUCH SIGNS WITH THE PROJECT ENGINEER.
2. SIGNAGE AND PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THESE PLANS, FOOT DESIGN STANDARDS, AND THE MUTCD. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSITION OF SUCH SIGNS WITH THE PROJECT ENGINEER.
3. FOOT DESIGN STANDARDS INDEX NO. 17302 NOTE NO. 3 IS TO BE USED FOR ALL SIGNS. SIGN SHALL HAVE A MINIMUM HEIGHT OF 7 FEET AS MEASURED FROM THE BOTTOM OF THE SIGN PANEL TO A VERTICAL LINE EXTENDING FROM THE CENTER OF THE TRAVEL LANE. SIDEWALK SIGNAGE IS PROHIBITED. THIS INCLUDES ALL SIGNS AND SIGNS ON SIDEWALKS. SIGNAGE SHALL BE PLACED IN ACCORDANCE WITH THESE PLANS, FOOT DESIGN STANDARDS, AND THE MUTCD.
4. ALL PAVEMENT MARKINGS SHALL MEET THE CRITERIA OF SECTION 710 "PAINTED TRAFFIC MARKINGS" AND SECTION 711 "THERMOPLASTIC TRAFFIC MARKINGS AND MARKINGS". THE FLOOR PARTITION OF TRANSPORTATION AND BRIDGE CONTROL. LATEST EDITION.
5. MARKINGS SHALL BE AS PER INDEX NO. 17348 AND THESE PLANS.
6. RETRO-REFLECTIVE PAVEMENT MARKERS SHALL BE INSTALLED AS PER FOOT INDEX NO. 17352 AND THESE PLANS.
7. SIGN BRACKETS, PLATES, COATS AND FOUNDATIONS SHALL COMPLY WITH THE LATEST EDITION OF THE MUTCD. INDEX NO. 17352, 17353, AND 17354.
8. SIGNAGE SHALL BE PLACED IN ACCORDANCE WITH THE MUTCD. INDEX NO. 17352, 17353, AND 17354.
9. ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH THE MUTCD. INDEX NO. 17352, 17353, AND 17354.
10. ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH THE MUTCD. INDEX NO. 17352, 17353, AND 17354.
11. ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH THE MUTCD. INDEX NO. 17352, 17353, AND 17354.
12. ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH THE MUTCD. INDEX NO. 17352, 17353, AND 17354.
13. ALL SIGNS SHALL BE PLACED IN ACCORDANCE WITH THE MUTCD. INDEX NO. 17352, 17353, AND 17354.

## DRAWING LEGEND

- FOUND CORNER MARKER
- FOUND IRON ROD
- FOUND IRON PIPE
- FIBER OPTIC MARKER
- PHONE PEDESTAL
- BURIED UTILITY MARKER
- WATER METER AND BOX
- EXISTING GAS (OR WATER) VALVE AND BOX
- EXISTING STORMWATER MANHOLE
- EXISTING HYDRANT
- ELECTRIC POWER POLE
- ELECTRIC POWER POLE ANCHOR
- ROADWAY SIGN
- OBJECT MARKER
- OVERHEAD ELECTRIC LINE
- TRAVERSE POINT (PK NAIL AND CAP)
- EXISTING FENCE
- TEMPORARY BENCHMARK (ELEV. = X.XX')
- SILT FENCE
- CLEAR ZONE
- SHOULDER

PROJECT NO.		201-3-008-ENG	
SHEET NO.		2	
PROJECT NAME		OSTEEN ROAD	
SHEET TITLE		GENERAL NOTES	
DATE		1/25/16	
DRAWN BY		KED	
CHECKED BY		BOB	
APPROVED BY		KED	
DATE		1/25/16	
PROJECT LOCATION		VERB SCALE	
PROJECT DESCRIPTION		500' = 1"	
PROJECT OWNER		TAYLOR COUNTY ENGINEERING DIVISION	
PROJECT ADDRESS		201 E. GREEN STREET, PERRY, FL 32347	
PROJECT PHONE		(850) 838-3500 FAX: (850) 838-3501	
PROJECT FAX		(850) 838-3501	
PROJECT EMAIL		taylorcounty@taylorcountyfla.gov	
PROJECT WEBSITE		www.taylorcountyfla.gov	
PROJECT CONTACT		KENDRICK R. DUDLEY	
PROJECT DATE		1/25/2016 10:15 AM	
PROJECT LOCATION		COTO	



### TYPICAL SECTION NOTES

1. SUPERPAVE ASPHALTIC CONCRETE SHALL BE PLACED WITH A MECHANICAL SPREADER EQUIPPED AND USING ELECTRONIC TRANSVERSE AND AUTOMATIC LONGITUDINAL SCREED CONTROLS.
  2. COMPACTION OF ALL MATERIALS SHALL BE LIMITED TO STATIC UNLESS OTHERWISE DIRECTED BY ENGINEER.
  3. RESURFACE SIDE STREET(S) TO LIMITS SHOWN IN PLAN.
  4. INSTALL OPTIONAL BASE GROUP 11 WIDENING TO 25 FT MIN WIDTH.
  5. PLACE LIMEROCK OVERLAY (VARIABLE DEPTH) OVER EXISTING ROAD WIDTH. MIX EXISTING ASPHALT ROADWAY, LIMEROCK OVERLAY AND OBG 11 WIDENING FOR FULL PROPOSED ROADWAY WIDTH IN PLAN, PROFILE AND CROSS SECTION.
  6. EXISTING ASPHALT WIDTH FROM THE CENTERLINE OF CONSTRUCTION VARIES. FINAL ASPHALT WIDTH SHALL BE 24 FT (12' EACH SIDE OF THE CENTERLINE OF CONSTRUCTION).
- REMOVE OR RELOCATE ALL OBSTRUCTIONS WITHIN THE ROADWAY CLEARZONE AS NECESSARY. CLEARZONE = 30 FT; 60 MPH-ADT<1,500

### TRAFFIC DATA

CURRENT YEAR ESTIMATE = 2013 ADT = 1,000  
 DESIGN YEAR ESTIMATE = 2032 ADT = 1,015  
 DESIGN YEAR ESTIMATE = 2032 ADT = 1,347  
 TRAFFIC LEVEL  
 K = N/A D = 50% T = 15%  
 DESIGN HOUR T = N/A  
 DESIGN SPEED = 40, 60 MPH  
 POSTED SPEED = 35, 55 MPH  
 CLEARZONE = 18 FT

### OSTEEN RD (30+50 - 14+00) TYPICAL ROADWAY SECTION

#### RESURFACING

VARIABLE DEPTH LIMEROCK OVERLAY WITH  
 TYPE SP-12.5 (TRAFFIC C) (1.50 in AVG/SY)  
 FRICTION COURSE FC-12.5 (TRAFFIC C) (1.50 in AVG/SY) (PG 76-22)

#### WIDENING

OPTIONAL BASE GROUP 11 WITH  
 TYPE SP-12.5 (TRAFFIC C) (1.50 in AVG/SY)  
 FRICTION COURSE FC-12.5 (TRAFFIC C) (1.50 in AVG/SY) (PG 76-22)

#### OPTIONAL BASE GROUP 11 PERMITTED

12 in LIMEROCK (LBR 100)

### CONSTRUCTION SEQUENCE

1. SUBMIT MOT PLAN. INSTALL AND MAINTAIN MOT DAILY IN ACCORDANCE WITH APPROVED PLAN.
2. CONSTRUCT ALL REQUIRED EROSION CONTROL MEASURES. PROTECT ALL WATERCOURSES, WETLANDS AND PREVENT ALL OFF-SITE DISCHARGE.
3. CONSTRUCT DRAINAGE IMPROVEMENTS (SWALES, RETENTION AREAS, DITCH PAVING, ENDWALLS, CULVERTS, ETC.)
4. CONSTRUCT OBG 11 WIDENING TO PROVIDE 25 FT MINIMUM WIDTH.
5. PLACE LIMEROCK OVERLAY (VARIABLE DEPTH) AND MIX FULL ROADWAY WIDTH AT A 10 in MINIMUM DEPTH.
6. SHAPE, COMPACT AND PRIME 25 FT WIDTH BASE COURSE. PROTECT PRIMED BASE COURSE USING SAND COVER OR SCREENINGS. ALLOW PRIME TO CURE 24 HR BEFORE PLACING ASPHALT COURSES.
7. CONSTRUCT NEW ASPHALTIC CONCRETE STRUCTURAL COURSE OVER FULL ROADWAY.
8. CONSTRUCT SHOULDER AREAS PER PLAN PROFILE AND CROSS-SECTIONS.
9. INSTALL PERFORMANCE TURF THROUGHOUT PROJECT, ALL DISTURBED AREAS EXCEPT ROADWAY SOD STRIP.
10. CONSTRUCT NEW ASPHALTIC CONCRETE SURFACE/TRICTION COURSE.
11. INSTALL PERFORMANCE TURF, SOD ADJACENT OF ROADWAY.
12. STRIPE, PLACE RPMS, AND SIGN AS REQUIRED BY THESE PLANS, FDOT AND MUTCD SPECIFICATIONS.
13. REINSTALL PROJECT CONTROL, CLEAN PROJECT OF CONSTRUCTION DEBRIS, TRASH, & EROSION CONTROL MEASURES (ONCE VEGETATION HAS ESTABLISHED).

PROJECT NO. 2013-003-ENG		SHEET NO. 3	
PROJECT NAME OSTEEN ROAD		SHEET TITLE TYPICAL SECTION	
DESIGNED BY KKD	CHECKED BY BCB	DATE 1/6/16	SCALE 1" = 50'
TAYLOR COUNTY ENGINEERING DIVISION		BOARD OF COUNTY COMMISSIONERS	
201 E. GREEN STREET PERRY, FL 32347		PH: (850) 838-3500 FAX: (850) 838-3501	
E-MAIL: county-engineering@taylorcountyfla.gov		VERIFICATION SCALE 1" = 50'	
DATE 1/6/2016	TIME 10:15 AM	CITY OF	

# SUMMARY OF ROADWAY ITEMS AND QUANTITIES

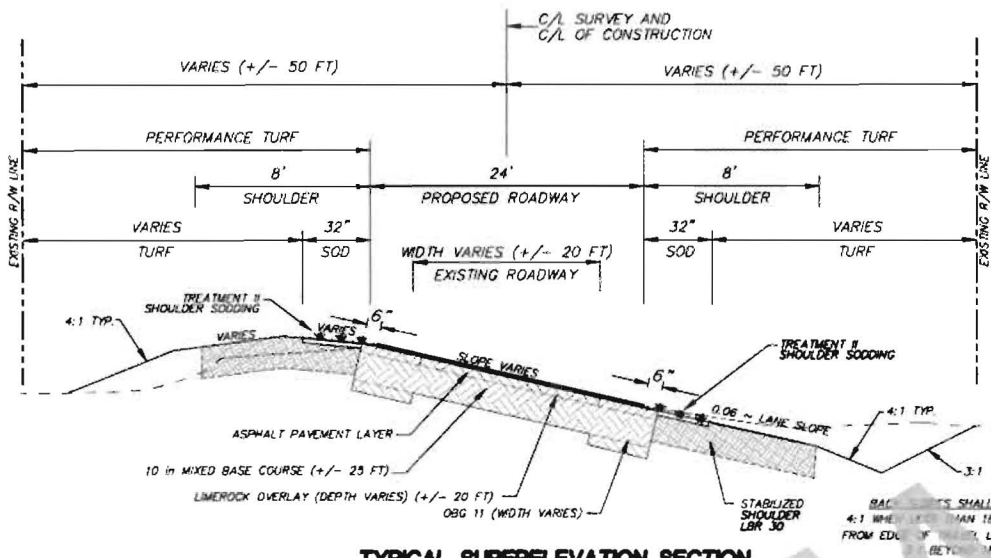
FDOT INDEX	ITEM No.	LUMP SUM ITEM	UNIT	STATION 50+50~146+65 QUANTITY
17302.17303, etc.		SIGNAGE	LS	1
	101-1	MOBILIZATION	LS	1
600 Series	102-1	MAINTENANCE OF TRAFFIC	LS	1
102	104-10-3	SEDIMENT BARRIER	LF	1,666
102	104-11	FLOATING TURBIDITY BARRIER	LF	128
	107-2	MOWING	AC	16.3
	110-2-1	CLEARING AND GRUBBING	AC	0.00
285, 500, 505	120-1	REGULAR EXCAVATION	CY	3,974
500, 505	120-6	EMBANKMENT	CY	13,963
514	210-1-1	REWORKING LIMEROCK BASE (10")	SY	21,485
514	210-2	LIMEROCK OVERLAY (LBR 100) VARIABLE DEPTH	CY	1,951
514	285-710	OPTIONAL BASE GROUP 11	SY	5,342
	334-1-1.3	STRUCTURAL COURSE (1.50" / SY SP-12.5) (TRAFFIC C)	TN	2,115.3
	334-1-1.3	SURFACE COURSE (1.50" / SY FC-12.5) (TRAFFIC C) PG 76-22	TN	2,115.3
400	339-1	MISCELLANEOUS PAVING (GUARDRAIL 2.00 in/SY SP 12.5)	TN	187.3
400	400-4-2	GLASS IV CONCRETE, HEADWALL EXTENSION	CY	14.7
205	430-174-11B	PIPE CULVERT OPTIONAL MATERIAL ROUND 18" SD	LF	878
273	430-284-125	MUTED END SECTION, 18" ROUND, SD	EA	58
400	536-1-1	GUARDRAIL (ROADWAY) W-BEAM	LF	1,039
400	536-2	GUARDRAIL (BRIDGE) THRI-BEAM	LF	325
400	536-73	REMOVAL OF EXISTING GUARDRAIL	LF	1,133
400	536-85-22	GUARDRAIL END ANCHORAGE ASSEMBLY (FLARED)	EA	8
400	536-85-26	GUARDRAIL END ANCHORAGE ASSEMBLY (ORT)	EA	2
104, 105	570-1-1	PERFORMANCE TURF	SY	44,248
105, 281	570-1-2	PERFORMANCE TURF, SOD	SY	6,945
12346	710-11-111	EDGE STRIPE (6" WHITE) SOLID (MUTCD PART II)	NM	3.68
12346	710-11-210	CENTER STRIPE (4" YELLOW) SOLID (MUTCD PART II)	NM	0.039
12346	710-11-211	CENTER STRIPE (6" YELLOW) SOLID (MUTCD PART II)	NM	1.75
12346	710-11-231	CENTER STRIPE (6" YELLOW) SKIP (MUTCD PART II)	DM	1.40
12346	711-11-125	STOP BAR (24" WHITE THERMOPLASTIC) (MUTCD PART II)	LF	91
515, 516	710-90	PAINTED PAVEMENT MARKINGS (FINAL SURFACE 2 APPLICATIONS)	LS	1
513	334-1-11	SIDE ROADS/APPROXS - ASPHALT SURFACE COURSE	TN	5
515, 516	285-706	OPTIONAL BASE GROUP 6 - 8" LIMEROCK LBR 100	SY	126
515, 516	160-4	SIDESTREETS (SUBGRADE)	SY	0.0
515, 516	206-1	TURNOUT CONSTRUCTION (LIMEROCK BASE)	SY	434

## NOTES FOR ITEMS:

THESE QUANTITIES ARE ESTIMATES AND MAY BE VARYING BASED ON ACTUAL FIELD CONDITIONS. CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL FIELD CONDITIONS AND QUANTITIES PRIOR TO SUBMITTING A PROPOSAL.

- 102-1 MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MUTCD. INCLUDES THE COST OF ALL ITEMS WHICH ARE REQUIRED FOR TRAFFIC CONTROL AND ARE NOT SPECIFICALLY INCLUDED IN THE ROADWAY SUMMARY PAY ITEMS. ALL REFERENCES TO TRAFFIC CONTROL SHOULD BE TO THE WORK ZONE TRAFFIC CONTROL, PRACTICE, TEMPORARY TRAFFIC CONTROL, LATEST EDITION.
- THIS ITEM IS TO INCLUDE THE COST OF TEMPORARY STRIPING TO BE APPLIED AT THE END OF EACH STRUCTURAL COURSE AND SURFACE COURSE. STRIPING TAPE IS NOT INCLUDED.
- 120-6 SUBGRADE SHOULDER SHALL BE 106 FT/FT MAXIMUM FROM THE EDGE OF THE ASPHALT PAVEMENT OUT TO THE SHOULDER POINT AS SHOWN IN THE PLAN OF WORK. AREAS WITH EXCESS MATERIAL MAY BE USED AS BALANCE MATERIAL IN DEFICIENT AREAS OR STOCKPILED IN AN AREA APPROVED BY THE COUNTY ENGINEERING DIVISION OR AUTHORIZED REPRESENTATIVE FOR LATER REMOVAL BY THE CONTRACTOR. THE CONTRACTOR IS REQUIRED TO FURNISH ANY BORROW MATERIAL REQUIRED TO COMPLETE THIS ITEM AND THIS SHALL BE INCLUDED IN THIS PAY ITEM.
- 334-1-11 NO INCREASE IN ASPHALT PRICE SHALL BE ALLOWED FOR BITUMINOUS OR DIESEL PRICE FLUCTUATIONS OR FOR VARIANCES OF LIME/ASH/CLAY CONTENT IN JOINTS/FORMULA. THIS ALSO APPLIES TO RELATED ITEMS.
- 570-1-1 FERTILIZER: BASED ON FIRST APPLICATION @ 265 LB/ACRE AND 2ND APPLICATION @ 135 LB/ACRE OF 16-4-8.
- 570-1-2 WATER: BASED ON 2 APPLICATIONS. ALL AREAS THAT ARE SOGGED SHALL BE THOROUGHLY SOGGED WITH WATER PRIOR TO AND AFTER THE SOD INSTALLATION.
- 570-1-2 INCLUDES COST OF PEGGING SOD ON STEEP SLOPES PER PLAN REQUIREMENTS. ALSO INCLUDES WATCHING OF PRIVATE OWNER'S SOD EXISTING PRIOR TO CONSTRUCTION. IF DESIRED BY OWNER AND/OR APPROVED BY THE COUNTY ENGINEERING DEPARTMENT OR AUTHORIZED REPRESENTATIVE.
- THIS ITEM MAY BE REDUCED OR INCREASED BASED ON FIELD CONDITIONS BY THE COUNTY ENGINEERING DEPARTMENT OR AUTHORIZED REPRESENTATIVE.

PROJECT NO. 2013-003-ENG		SHEET NO. 4	
PROJECT NAME OSTEEN ROAD		SUMMARY OF QUANTITIES	
DESIGNED BY KRD		CHECKED BY KRD	
DRAWN BY BOB		APPROVED BY BOB	
DATE 1/6/16		SCALE 1" = 50'	
TAYLOR COUNTY ENGINEERING DIVISION BOARD OF COUNTY COMMISSIONERS 201 S. GREEN STREET, PERRY, FL 32347 PH: (850) 838-1500 FAX: (850) 838-1501 E-MAIL: county-engineering@taylorcountyfla.com			
DESIGNED BY KENNETH R. DUDLEY		DATE 1/6/2016 10:15 AM	
FILE NAME C8070		SHEET 4 OF 133	

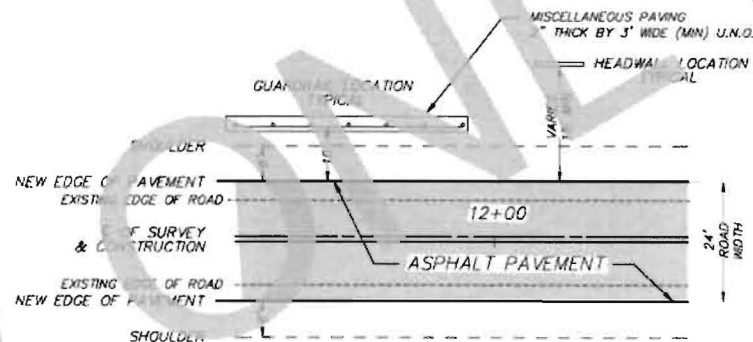


**TYPICAL SUPERELEVATION SECTION**

NTS

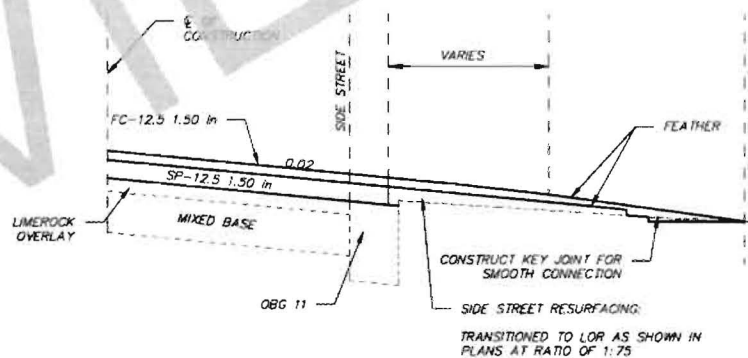
**NOTES:**

- 1) LANE & SHOULDER SLOPES TO BE CONSTRUCTED IN ACCORDANCE WITH SECTION 510, FDOT DESIGN STANDARDS



**TYPICAL ROADWAY DETAIL**

NTS



**SIDE STREET RESURFACING DETAIL  
HALF SECTION FLUSH SHOULDER**

NTS

DATE		REVISION	BY <b>KENNETH R. DUDLEY</b>	<b>TAYLOR COUNTY ENGINEERING DIVISION</b> <b>BOARD OF COUNTY COMMISSIONERS</b>  201 E. GREEN STREET PERRY, FL 32347 PH: (850) 838-3500 FAX: (850) 838-3501 E-MAIL: county-engineering@taylorcountyfla.com	PROJECT NO. 2013-003-ENG		SHEET NO. 5	
					PROJECT NAME OSTEEN ROAD		SUMMARY OF QUANTITIES	
					DESIGNED BY KRD		DATE 1/16/16	
					DRAWN BY BOB		SCALE 1" = 50'	
					CHECKED BY KRD			
DATE 1/16/2016		TIME 10:15 AM		SHEET NO. 5501.4				

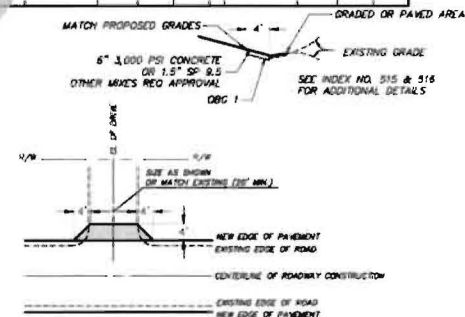


[illegible][illegible]

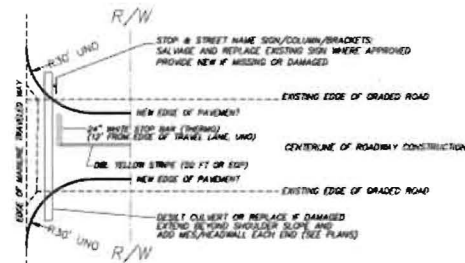
**SIDE ROAD PAVEMENT DETAIL**  
**NEW CONSTRUCTION ONLY**  
N/S

[illegible]

- PAVED OR CONCRETE  
CUT PVD DRIVEWAYS FOR W



**TYPICAL TURNOUT DETAIL**  
N75



**SIDE ROAD DETAIL**  
NTS

EXTEND SIDE ROAD CONSTRUCTION TO THE GREATER OF THE RADIUS RETURN OR THE R/W LIMIT  
OR IF NOTED, TO THE LIMITS SHOWN IN THE PLANS.

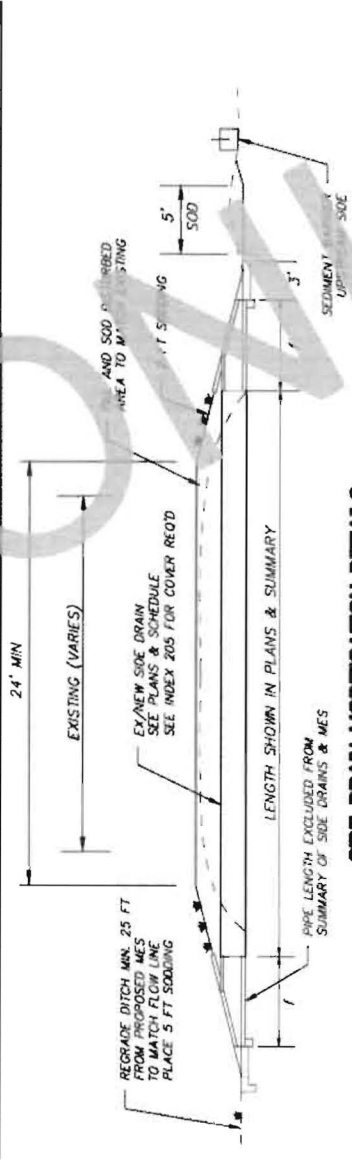
EXISTING PAVED SIDE ROADS TO RECEIVE SURPLUS STORAGE. CULVERT DESTROYED AND  
EXTENSIONS WHERE REQUIRED.

ALL SIGNS, CLIFFETS AND SIGNAGE TO BE INSTALLED AS SHOWN.

DATE	APPROVED	KENNETH R. DUDLEY SEAL	<b>TAYLOR COUNTY ENGINEERING DIVISION</b> <b>BOARD OF COUNTY COMMISSIONERS</b>  201 E. GREEN STREET PERRY, FL 32347 E-MAIL: tce@taylorcountyfla.gov E-MAIL: tce@taylorcountyfla.gov	PROJECT NO. 2013-003-ENG
				PROJECT NAME OSTEEN ROAD
				SHEET NO. 6
				SUMMARY OF QUANTITIES
				CRD BOB CRD BOCC TOTAL 1' in 50' 1' in 50' 1' in 50' 1' in 50' 1' in 50'
				VERIFICATION SCALE
				500:1
				DATE 11/20/13
				TIME 10:15 AM
				LOCATION OKATO

# SUMMARY OF SIDE DRAIN & MITERED END SECTIONS

QUANTITY	STATION	SIDE	DRAIN	PIPE LENGTH (LF)												PERF RURF SOD (SY)	REMARKS
				18"	MES (EA)	24"	MES (EA)	30"	MES (EA)	36"	MES (EA)	48"	MES (EA)	23"x14"	MES (EA)		
P	63+70	LT	1	28	2											18	
F																	
P	64+38	RT	1	28	2											18	
F																	
P	68+17	RT	1	28	2											18	
F																	
P	69+18	LT	1	28	2											18	
F																	
P	74+25	LT	1	28	2											18	
F																	
P	75+65	LT	1	28	2											18	
F																	
P	77+54	RT	1	28	2											18	
F																	
P	83+30	LT	1	36	2											18	
F																	
P	85+53	LT	1	36	2											18	
F																	
P	92+54	LT	1	28	2											18	
F																	
P	94+98	RT	1	28	2											18	
F																	
P	110+04	RT	1	36	2											18	
F																	
P	113+30	LT	1	28	2											18	
F																	
P	113+62	RT	1	30	2											18	
F																	
P	114+51	LT	1	28	2											18	
F																	
P	117+45	RT	1	28	2											18	
F																	
P	120+66	LT	1	36	2											18	
F																	
P	121+59	RT	1	52	2											18	
F																	
P	126+16	LT	1	28	2											18	
F																	
P	126+86	RT	1	28	2											18	
F																	
P	132+48	RT	1	28	2											18	
F																	
P	135+39	RT	1	28	2											18	
F																	
P	137+68	LT	1	36	2											18	
F																	
P	138+08	RT	1	28	2											18	
F																	
P	140+13	LT	1	28	2											18	
F																	
P	141+00	RT	1	28	2											18	
F																	
SHEET TOTAL				794	5	---	---	---	---	---	---	---	---	---	---	468	
FINAL QUANTITY																	



## SIDE DRAIN MODIFICATION DETAILS

- NOTES:
- 1) THE LENGTHS OF PIPE SHOWN IN PLAN SHEETS AND IN THE SUMMARY OF SIDE DRAINS AND MITERED END SECTIONS DOES NOT INCLUDE THE PORTION SPECIFIED AS DIMENSION "T" (PIPE TO BE INCLUDED UNDER UNIT PRICE FOR MITERED END SECTION) IN DESIGN STANDARDS SECTION 273.
  - 2) PLAN & CROSS-SECTION SHEET STATION/OFFSETS REFERENCE END OF SLAB FOR SIDE DRAIN LOCATIONS.
  - 3) SODDING SHALL BE AS CALLED FOR IN DESIGN STANDARDS AND AS NOTED.
  - 4) ALL TURNOUTS SHALL BE A MINIMUM OF 24 FT WIDE, UNLESS NOTED OTHERWISE (U.N.O.).
  - 5) LOCATION STATIONS ARE APPROXIMATE. MINOR FIELD ADJUST TO FIT SITE CONDITIONS MAY BE REQUIRED.
  - 6) PROPOSED SIDE DRAIN FLOW LINE ELEVATION SHALL MATCH EXISTING FLOW LINE ELEVATION U.N.O. EXCAVATE WHERE NECESSARY DUE TO ALIGNMENT AND/OR GRADE CHANGES. PLACE 8" (1" MINIMUM) SEDIMENT BARRIER AT UPSTREAM SIDE OF EACH SD.
  - 7) FOR REPLACEMENT OF SIDE DRAINS 24" OR SMALLER, THE OFFSET OF THE PIPE SHALL MATCH THE EXISTING OFFSET OF THE PIPE TO BE REPLACED EXCEPT WHERE LOCATED CLOSER THAN THE PROPOSED SHOULDER WIDTH PLUS 8 FT OR THE CLEAR ZONE DISTANCE, WHICHEVER IS CLOSEST.

DATE		REVISION		PROJECT NAME		PROJECT NO.	
1/16/2016		10:15 AM		2013-003-ENG		2013-003-ENG	
FILE NAME		DRAWN BY		CHECKED BY		SUMMARY OF QUANTITIES	
C:\GOTO		KENDRICK R. DUDLEY		BOB		7	
SCALE		1" = 50'		SCALE		1" = 50'	
SHEET NO.		SHEET 7 OF 133		TAYLOR COUNTY ENGINEERING DIVISION		BOARD OF COUNTY COMMISSIONERS	
201 E. GREEN STREET PERRY, FL 32347		PH: (850) 838-3500 FAX: (850) 838-3501		E-MAIL: county_engineering@taylorcounty.gov			

SUMMARY OF SIDE DRAIN & MITERED END SECTIONS													
QUANTITY	STATION	SIDE	BARRELS	PIPE LENGTH (LF)									
				18"	MES (EA)	24"	MES (EA)	30"	MES (EA)	36"	MES (EA)	48"	MES (EA)
P	142+05	RT	1	28	2								
F													
P	145+40	RT	1	28	2								
F													
P	146+5.5	LT	1	28	2								
F													
P													
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P													
F													
SHEET TOTALS				PLAN QUANTITY	84	8	---	---	---	---	---	---	---
				FINAL QUANTITY									
SUMMARY TOTALS				PLAN QUANTITY	878	58	---	---	---	---	---	---	---
				FINAL QUANTITY									

#### GOVERNING SPECIFICATIONS:

- CULVERTS: FOOT INDEX 272 AND 273 - MITERED END SECTIONS  
FOOT INDEX 280 - MISCELLANEOUS DRAINAGE DETAILS  
FOOT INDEX 281 - DITCH PAVEMENT AND SODDING
- ALL ABOVE ITEMS TO INCLUDE NECESSARY EROSION/SEDIMENTATION CONTROL, STORM/SURGE AND ANY REQUIRED BORROW OR FILL MATERIAL TO PROPERLY SHAPE SLOPES.
- ALL TRENCHES SHALL BE BACKFILLED BY THE END OF THE WORK DAY. NO OPEN TRENCHES WILL BE PERMITTED AFTER WORK ENDS FOR THE DAY.

SUMMARY OF DRAINAGE STRUCTURES																				
QUANTITY	STR NO	STATION	DESCRIPTION	BARRELS	DRAIN TOTAL LENGTH (FT)				MITERED END SECTION										PERF. TURF SOD (SY)	REMARKS
					18"	24"	30"	36"	48"	SINGLE 18"	SINGLE 24"	DOUBLE 18"	DOUBLE 24"	SINGLE 30"	DOUBLE 30"	SINGLE 36"	DOUBLE 36"	SINGLE 48"		
P	S-1	90+64	120"x72" BOX CULVERT (BR #380072)	3															533.3	W/ 6.8 CY CONC. HEADWALL EXTENSION (INCLUDES WINGWALLS)
F																				
P	S-2	111+40	144"x120" BOX CULVERT (BR #380073)	4															408.9	W/ 7.9 CY CONC. HEADWALL EXTENSION
F																				
P																				
F																				
P																				
F																				
P																				
F																				
P																				
F																				
P																				
F																				
SHEET TOTALS					400.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	942.2	
PLAN QUANTITY																				
TOTAL QUANTITY																				

#### GOVERNING SPECIFICATIONS:

- CULVERTS: FOOT INDEX 272 - STRAIGHT CONCRETE ENDWALLS  
FOOT INDEX 273 - MITERED END SECTIONS  
FOOT INDEX 280 - MISCELLANEOUS DRAINAGE DETAILS  
FOOT INDEX 281 - DITCH PAVEMENT AND SODDING  
FOOT INDEX 282 - CONCRETE BOX CULVERT
- GUARDRAIL COMPONENTS: FOOT INDEX 400 - GUARDRAIL  
FOOT INDEX 401 - GUARDRAIL ANCHORAGE  
AND CONTINUOUS BARRIER FOR EXISTING BRIDGES
- SIGNAGE: FOOT INDEX 17357 - BRIDGE WEIGHT RESTRICTIONS  
FOOT INDEX 17359 - RURAL NARROW BRIDGE TREATMENT

NOTES: ALL ABOVE ITEMS TO INCLUDE NECESSARY EROSION/SEDIMENTATION CONTROL, PERFORMANCE TURF AND ANY REQUIRED BORROW OR FILL MATERIAL TO PROPERLY SHAPE SLOPES.

UNDAMAGED GUARDRAIL ITEMS SHALL BE SALVAGED TO THE COUNTY AND DELIVERED TO THE PUBLIC WORKS DIVISION FACILITY ON US 27.

ALL TRENCHES SHALL BE BACKFILLED BY THE END OF THE WORK DAY. NO OPEN TRENCHES OR STOCKPILES WITHIN THE CLEARZONE WILL BE PERMITTED AFTER WORK ENDS FOR THE DAY.

PROJECT NO.	2013-003-ENG	DATE	8
PROJECT NAME	OSTEN ROAD	SHEET NO.	8
DESIGNED BY	KID	CHECKED BY	BOB
DRAWN BY	BOB	APPROVED BY	KID
DATE	1/6/16	SCALE	1" = 50'
PROJECT LOCATION	TAYLOR COUNTY ENGINEERING DIVISION		
PROJECT DESCRIPTION	BOARD OF COUNTY COMMISSIONERS		
PROJECT ADDRESS	201 E. GREEN STREET, PERRY, FL 32347		
PROJECT PHONE	PH: (850) 838-1500 FAX: (850) 838-1501		
PROJECT EMAIL	E-MAIL: countyengineering@taylorcounty.gov		
PROJECT DATE	1/6/2016 10:15 AM		
PROJECT NAME	CAUTO		
PROJECT NO.	50014		



SUMMARY OF GUARDRAIL													
LOCATION		ROADWAY GUARDRAIL 05.36-1-1		BRIDGE GUARDRAIL THREE BEAM W/TRANS BRIDGE GUARDRAIL		GUARDRAIL REMOVAL 05.36-73		FLARED END ANCHORAGE ASSEMBLY 05.36-R5-22		PARALLEL END ANCHORAGE ASSEMBLY 05.36-R5-24		CMT END ANCHORAGE ASSEMBLY 05.36-R5-26	
		P	F	P	F	P	F	P	F	P	F	P	F
STA TO STA	SIDE	LF	LF	LF	LF	FA	FA	EA	EA	EA	EA	EA	EA
88+86.91 TO 92+42.52	RT	281.3		75.0		262.4		2					
88+99.05 TO 92+29.71	LT	256.2		75.0		267.5		2					
109+93 TO 112+73.79	LT	181.3		100.0		242.2		2					
109+31.16 TO 112+99.84	RT	275.1		100.0		360.9		2				2	
SUB-TOTAL		993.9		350.0		1133.0		8				2	
TOTAL		994		350		1133		8				2	

#### NOTES:

REINFORCING STEEL SHALL BE ASTM A615 GRADE 60.

GLASS IV (5500 PSI) CONCRETE SHALL BE USED FOR HEADWALL EXTENSION. CONTRACTOR SHALL PERFORM CYLINDER TESTING (14 DAY & 28 DAY) BREAKS AND PROVIDE DATA TO ENGINEER FOR RECORD FOR REVIEW AND APPROVAL.

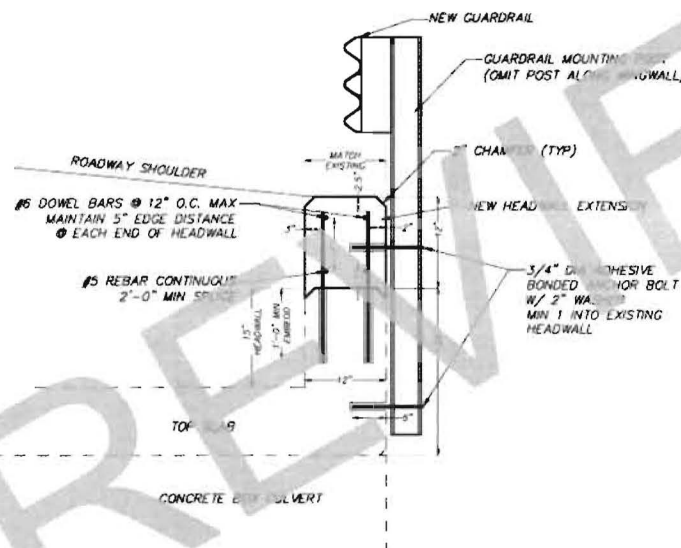
USE TYPE HSHV ADHESIVE BONDING MATERIAL IN ACCORDANCE WITH SPECIFICATION 416 AND 93.

HEADWALL TO REMAIN IN-TACT AFTER EXISTING GUARDRAIL RAILING AND POST ARE REMOVED. EXPOSED EXISTING ANCHOR BOLTS AND REINFORCEMENT NOT REPAIRED IN NEW CONCRETE SHALL BE REMOVED 1" BELOW FACE OF ADJACENT CONCRETE. PAINT ALL EXPOSED ENDS OF ANCHOR BOLTS WITH GALVANIZING COMPOUND IN ACCORDANCE WITH SPECIFICATIONS. GROUT DAMAGED AREA(S) TO PROVIDE FLUSH SURFACE. OFFSET AND DRILL WHEN STEEL IS ENCOUNTERED.

NAME/BRIDGE NUMBER SHALL BE PLACED ON THE TRAFFIC RAILING SIGNS AS TO BE SEEN ON THE DRIVER'S RIGHT SIDE WHEN APPROACHING THE BRIDGE.

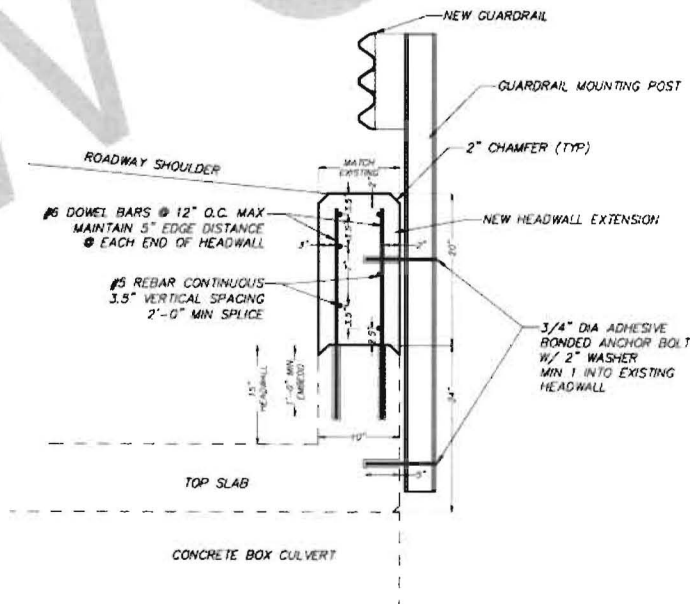
ALL OFFSET DIMENSIONS SHALL BE SYMMETRIC ONLY.

ALL PRODUCTS/MATERIALS TO BE GRAB.



**9-1 HEADWALL/WINGWALL EXTENSION AND GUARDRAIL INSTALLATION**

NTS

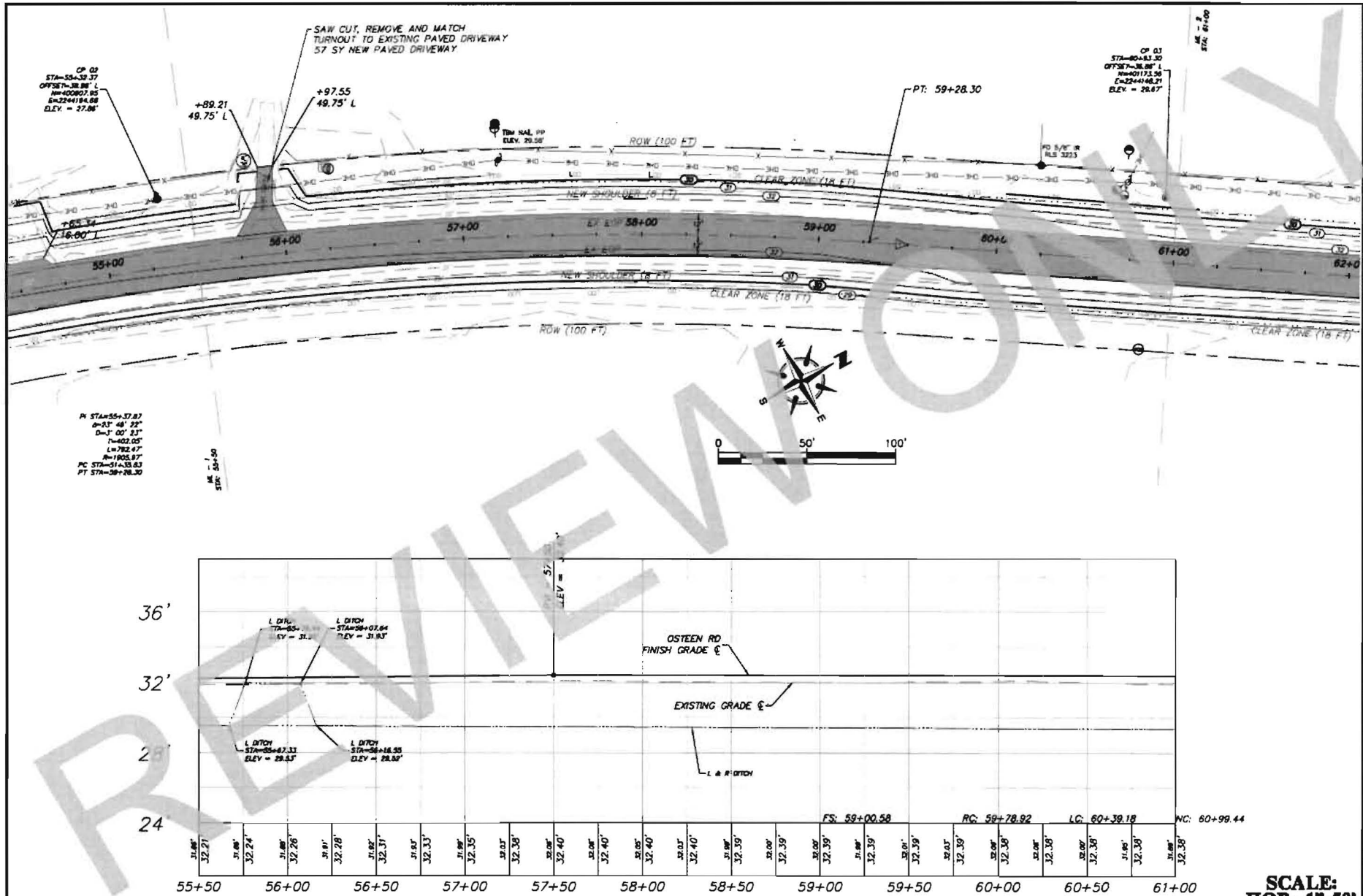


**9-2 HEADWALL EXTENSION AND GUARDRAIL INSTALLATION**

NTS

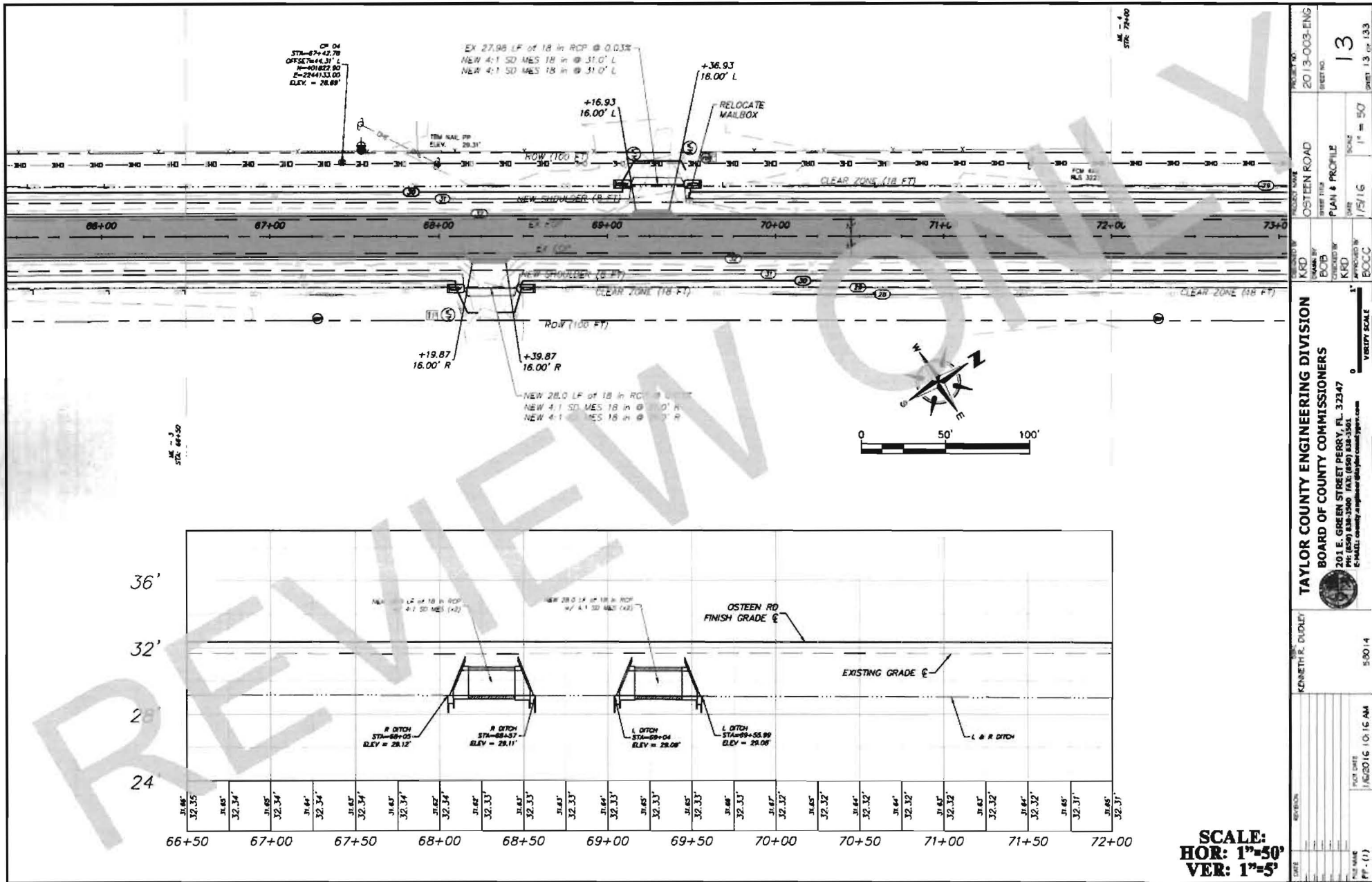
PROJECT NO. 2013-003-ENG		SHEET NO. 9	
PROJECT NAME OSTEN ROAD		SUMMARY OF QUANTITIES	
DESIGNED BY KRD	CHECKED BY BOB	DATE 1/6/16	SCALE 1" = 50'
TAYLOR COUNTY ENGINEERING DIVISION BOARD OF COUNTY COMMISSIONERS 201 E. GREEN STREET PERRY, FL 32347 PH: (850) 838-3500 FAX: (850) 838-3501 E-MAIL: countyengineering@taylorcountyga.com		SHEET SCALE 1"	
DATE 1/6/2016 10:15 AM	BY CARTO	5601.4	





PROJECT NO. 2013-003-ENG		SHEET NO. 11 OF 133	
PROJECT NAME OSTEEN ROAD		SCALE 1" = 50'	
DESIGNED BY KRD		CHECKED BY BOB	
DRAWN BY BOB		APPROVED BY KRD	
TAYLOR COUNTY ENGINEERING DIVISION		PLAN & PROFILE	
BOARD OF COUNTY COMMISSIONERS		DATE 1/5/16	
201 E. GREEN STREET PERRY, FL 32347		BOCC	
PH: (850) 838-3500 FAX: (850) 838-3501		VERIFY SCALE	
E-MAIL: county_engineering@taylorcounty.com		56014	
KENNETH R. DUDLEY		DATE 1/20/16 10:15 AM	
REVISION		PP - (1)	





TAYLOR COUNTY ENGINEERING DIVISION		2013-003-ENG	
BOARD OF COUNTY COMMISSIONERS		SHEET NO. 13	
201 E. GREEN STREET, PERRY, FL 32347		SHEET 13 OF 133	
E-MAIL: county@taylorcountyfla.com		1" = 50'	
KENNETH R. DUDLEY		PLAN & PROFILE	
DATE		APPROVED BY	
REVISION		BOCC	
FILE NAME		1/5/16	
PP - (1)		1" = 50'	
DATE		1/6/2016 10:16 AM	
PP - (1)		1" = 50'	

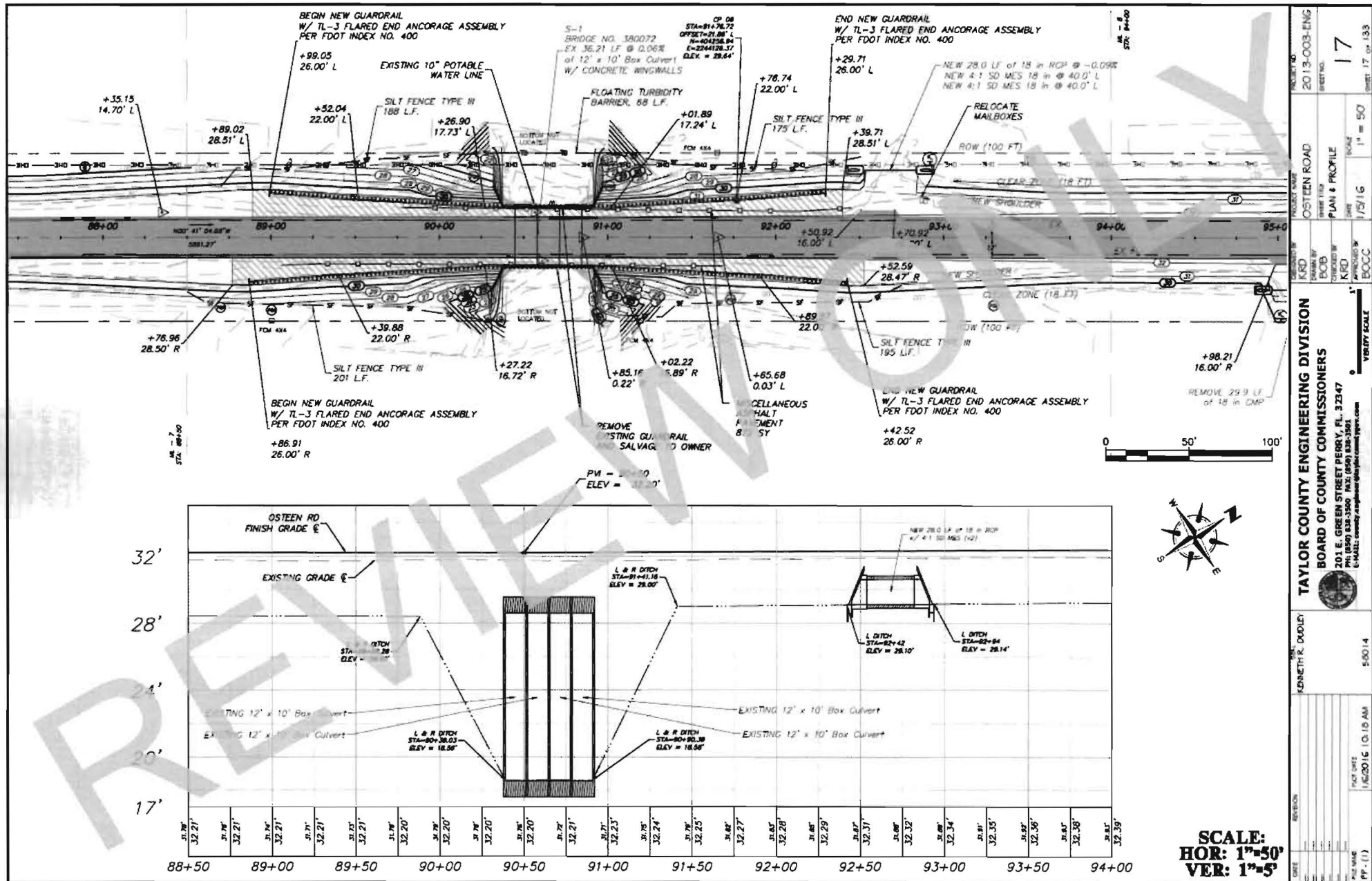


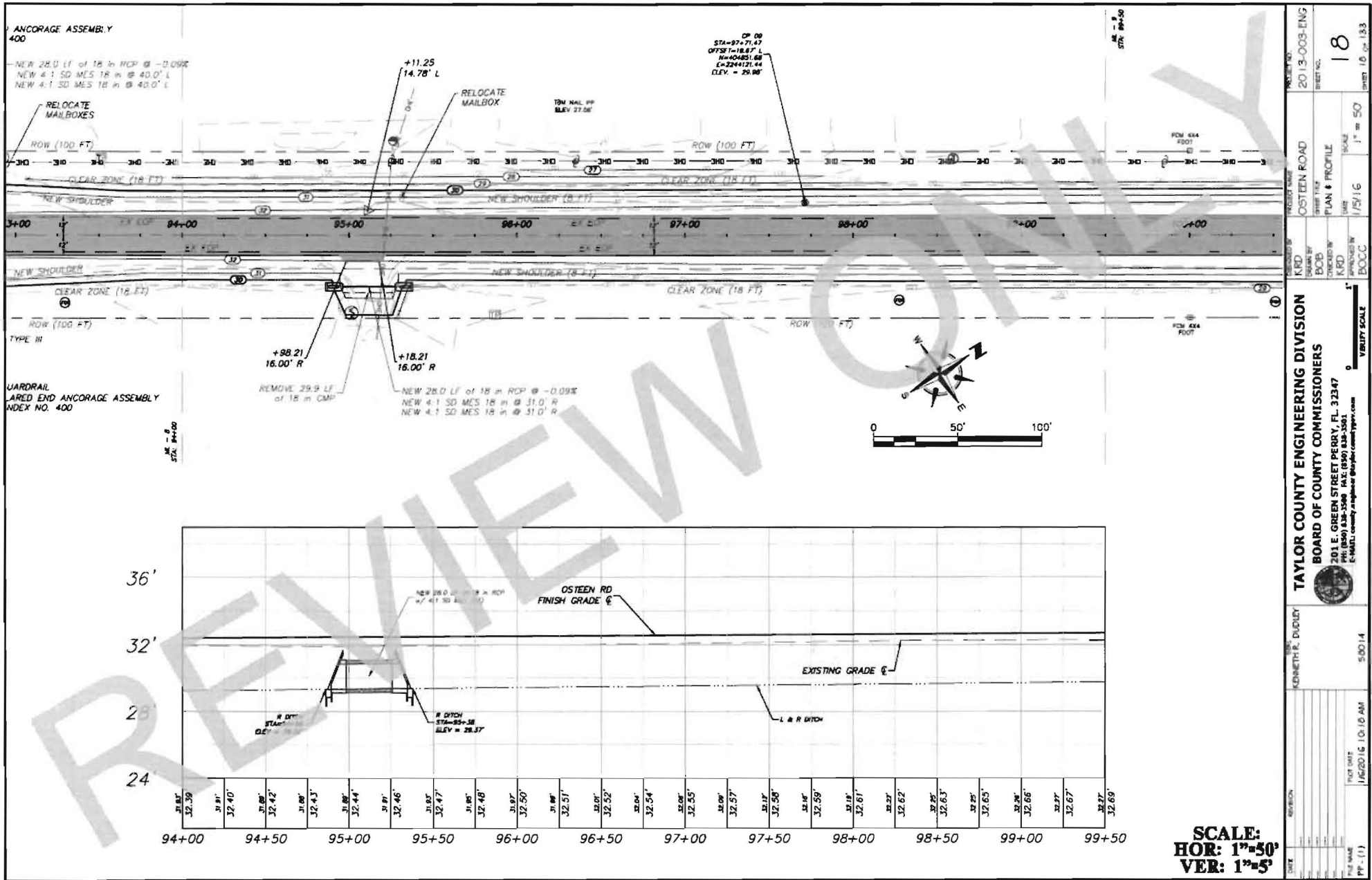








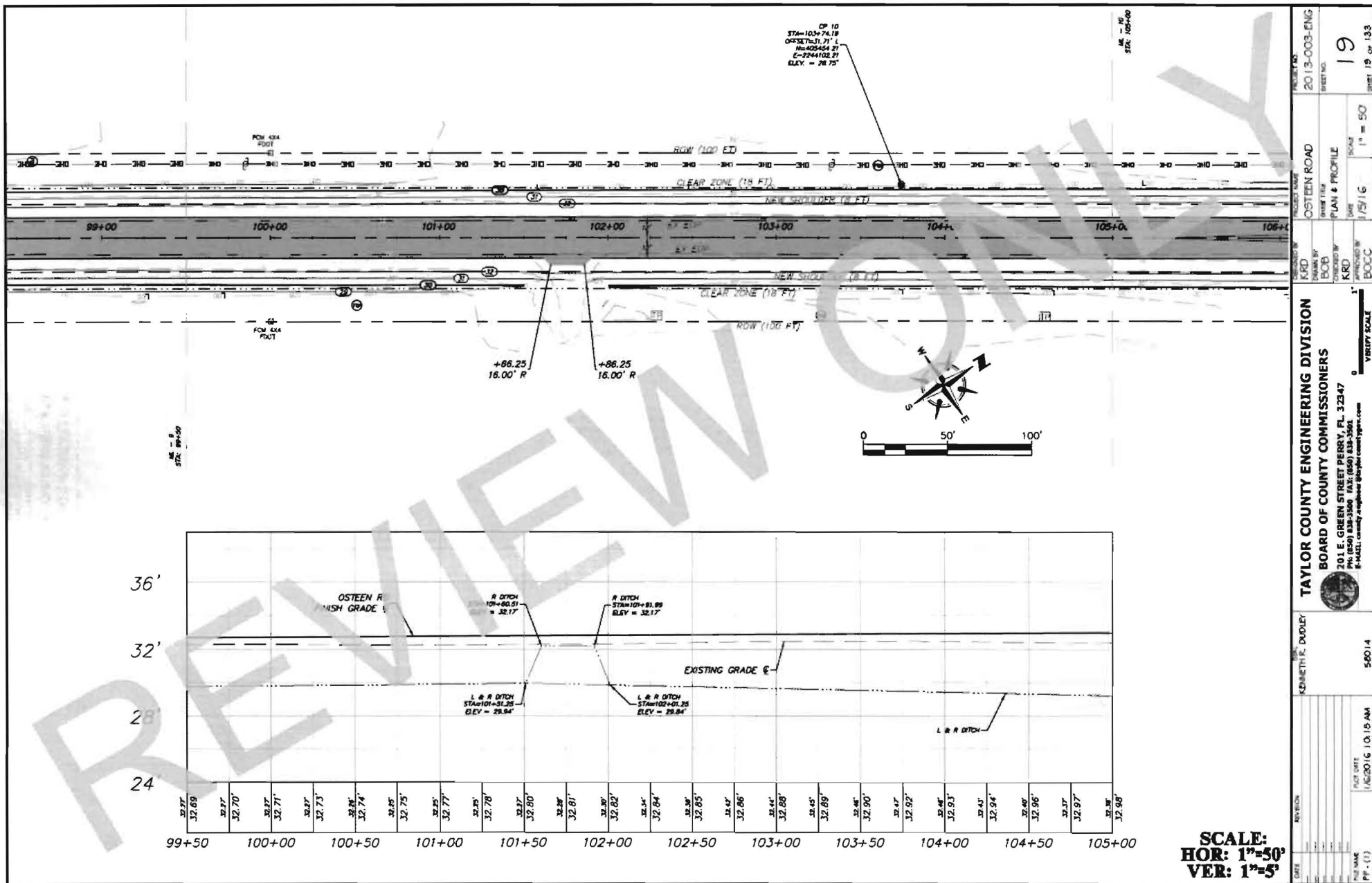




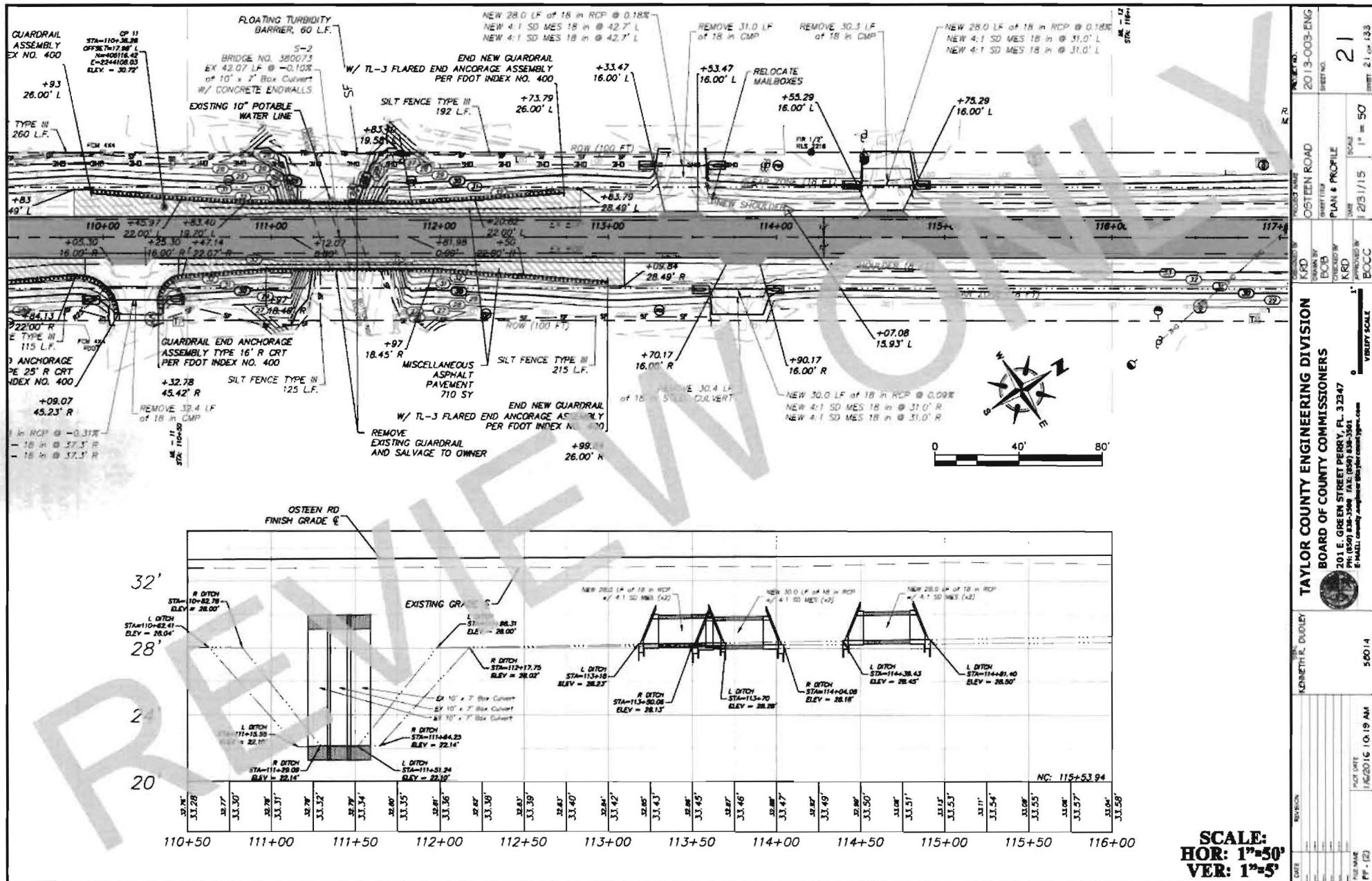
PROJECT NO.		2013-003-ENG
SHEET NO.		18
PROJECT NAME		OSTEEN ROAD
DESIGNED BY		KRD
CHECKED BY		BOB
PROJECT TYPE		PLAN & PROFILE
DATE		1/2/16
SCALE		1" = 50'
PROJECT NO.		2013-003-ENG
SHEET NO.		18
PROJECT NAME		OSTEEN ROAD
DESIGNED BY		KRD
CHECKED BY		BOB
PROJECT TYPE		PLAN & PROFILE
DATE		1/2/16
SCALE		1" = 50'
PROJECT NO.		2013-003-ENG
SHEET NO.		18
PROJECT NAME		OSTEEN ROAD
DESIGNED BY		KRD
CHECKED BY		BOB
PROJECT TYPE		PLAN & PROFILE
DATE		1/2/16
SCALE		1" = 50'

TAYLOR COUNTY ENGINEERING DIVISION  
BOARD OF COUNTY COMMISSIONERS  
201 E. GREEN STREET PERRY, FL 32347  
PH: (850) 838-3540 FAX: (850) 838-3561  
E-MAIL: county-engineering@taylorcountypga.com

DESIGNED BY		KENNETH R. DUDLEY
CHECKED BY		BOB
PROJECT TYPE		PLAN & PROFILE
DATE		1/2/16
SCALE		1" = 50'
PROJECT NO.		2013-003-ENG
SHEET NO.		18
PROJECT NAME		OSTEEN ROAD
DESIGNED BY		KRD
CHECKED BY		BOB
PROJECT TYPE		PLAN & PROFILE
DATE		1/2/16
SCALE		1" = 50'



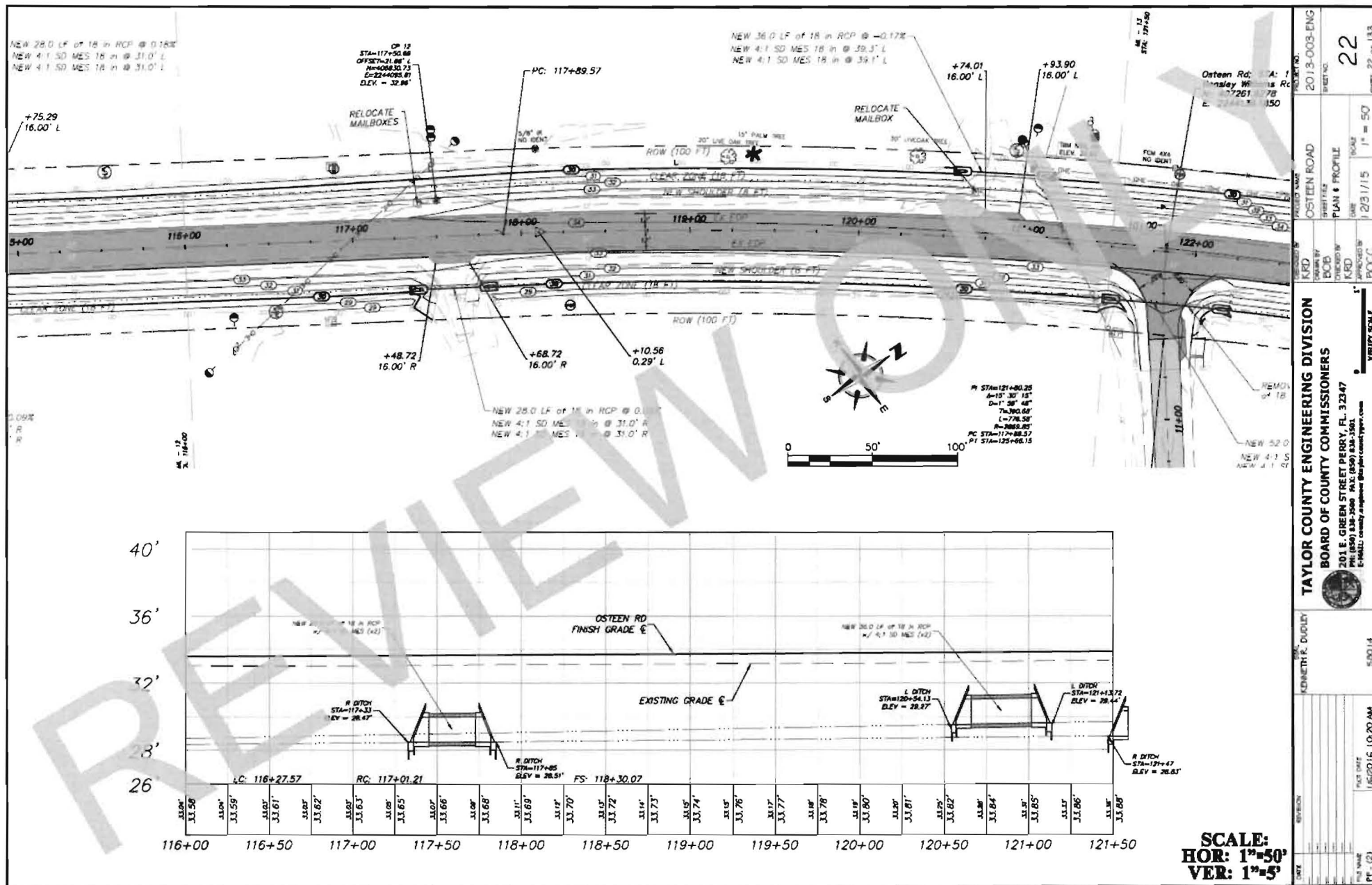


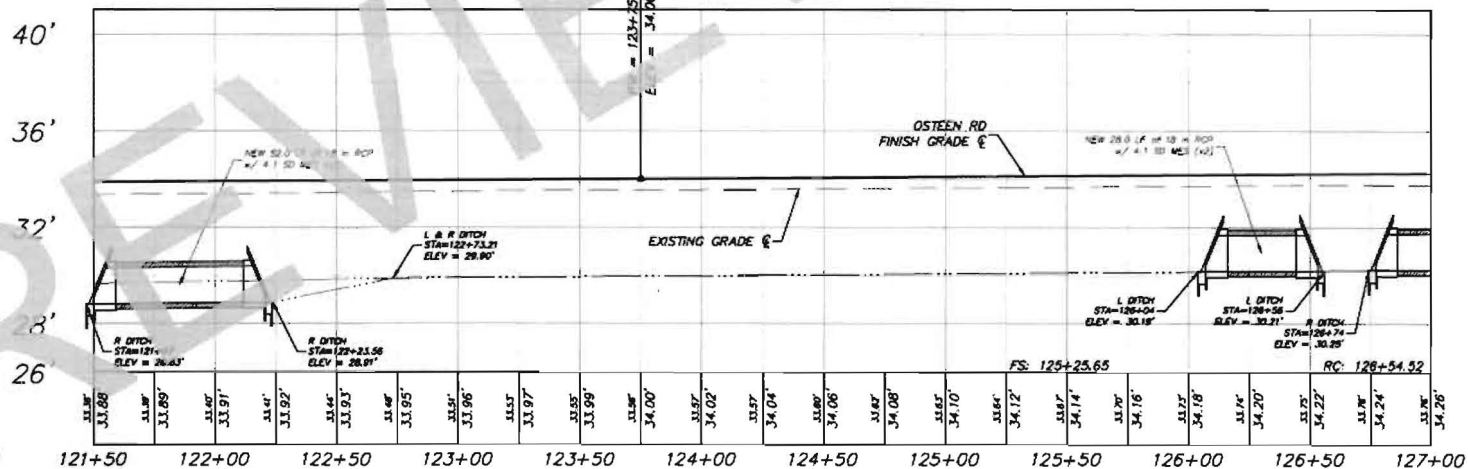
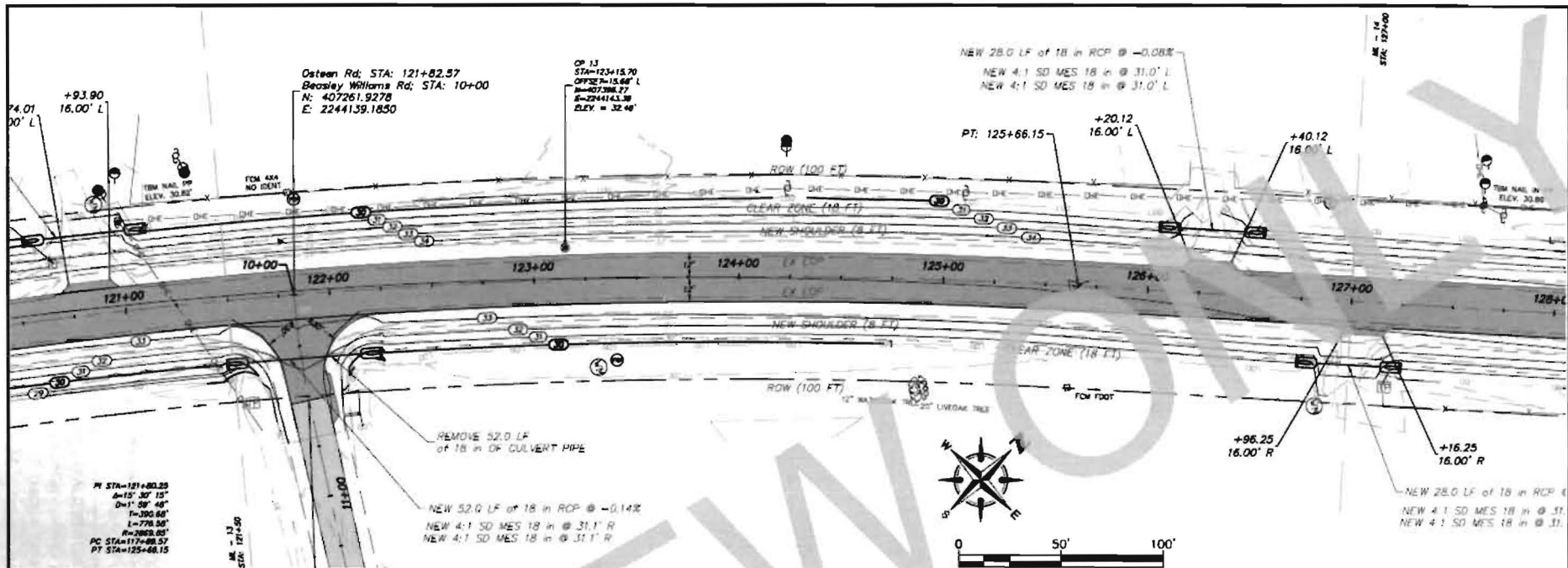


**SCALE:**  
**HOR: 1"=50'**  
**VER: 1"=5'**

PROJECT NO. 2013-008-ENG		SHEET NO. 21	
PROJECT NAME: OSTEEN ROAD		SCALE: 1" = 50'	
DESIGNED BY: KRD		CHECKED BY: KRD	
DRAWN BY: BOB		APPROVED BY: BOCC	
DATE: 2/5/15		DATE: 2/5/15	
PROJECT LOCATION: 201 E. GREEN STREET PERRY, FL 32347		PROJECT DESCRIPTION: PLAN & PROFILE	
TAYLOR COUNTY ENGINEERING DIVISION		BOARD OF COUNTY COMMISSIONERS	
KENNETH R. DUDLEY		56014	
DATE: 1/6/2016		PAGE: 10 OF 10	
FILE NAME: PP - (2)		SCALE: 1" = 50'	





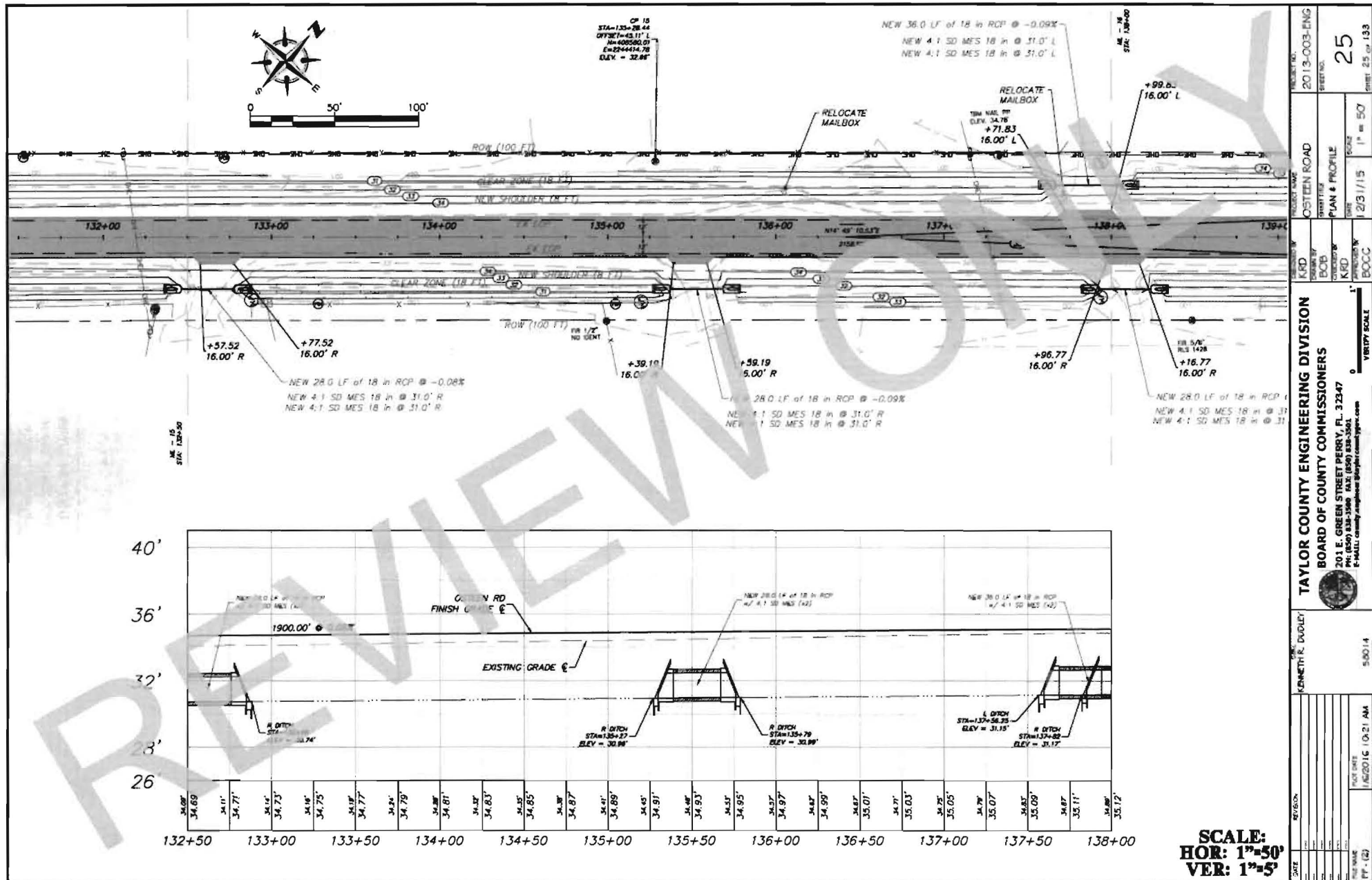


SCALE:  
HOR: 1"=50'  
VER: 1"=5'

TAYLOR COUNTY ENGINEERING DIVISION BOARD OF COUNTY COMMISSIONERS 201 E. GREEN STREET, PERRY, FL 32347 PH: (850) 838-3300 FAX: (850) 838-3541 E-MAIL: county_engineering@taylorcounty.com		PROJECT NO. 2013-003-ENG SHEET NO. 23 OF 23	
DATE	DESIGNED BY	CHECKED BY	APPROVED BY
1/6/2016	KENNETH R. DUDLEY	BOB	KRD
TIME	10:20 AM	SCALE	1" = 50'
FILE NAME	PP - 02	DATE	1/6/2016

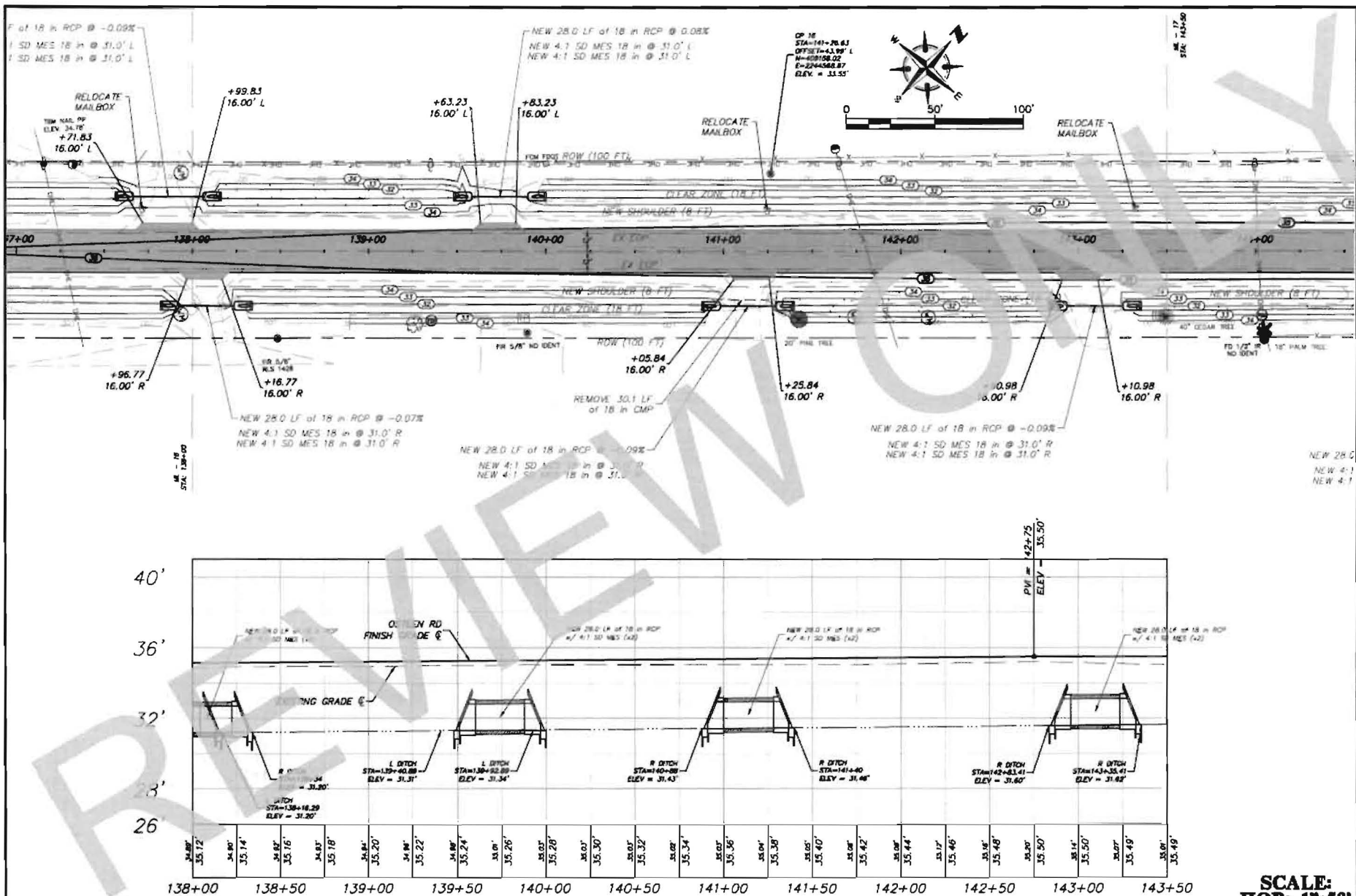






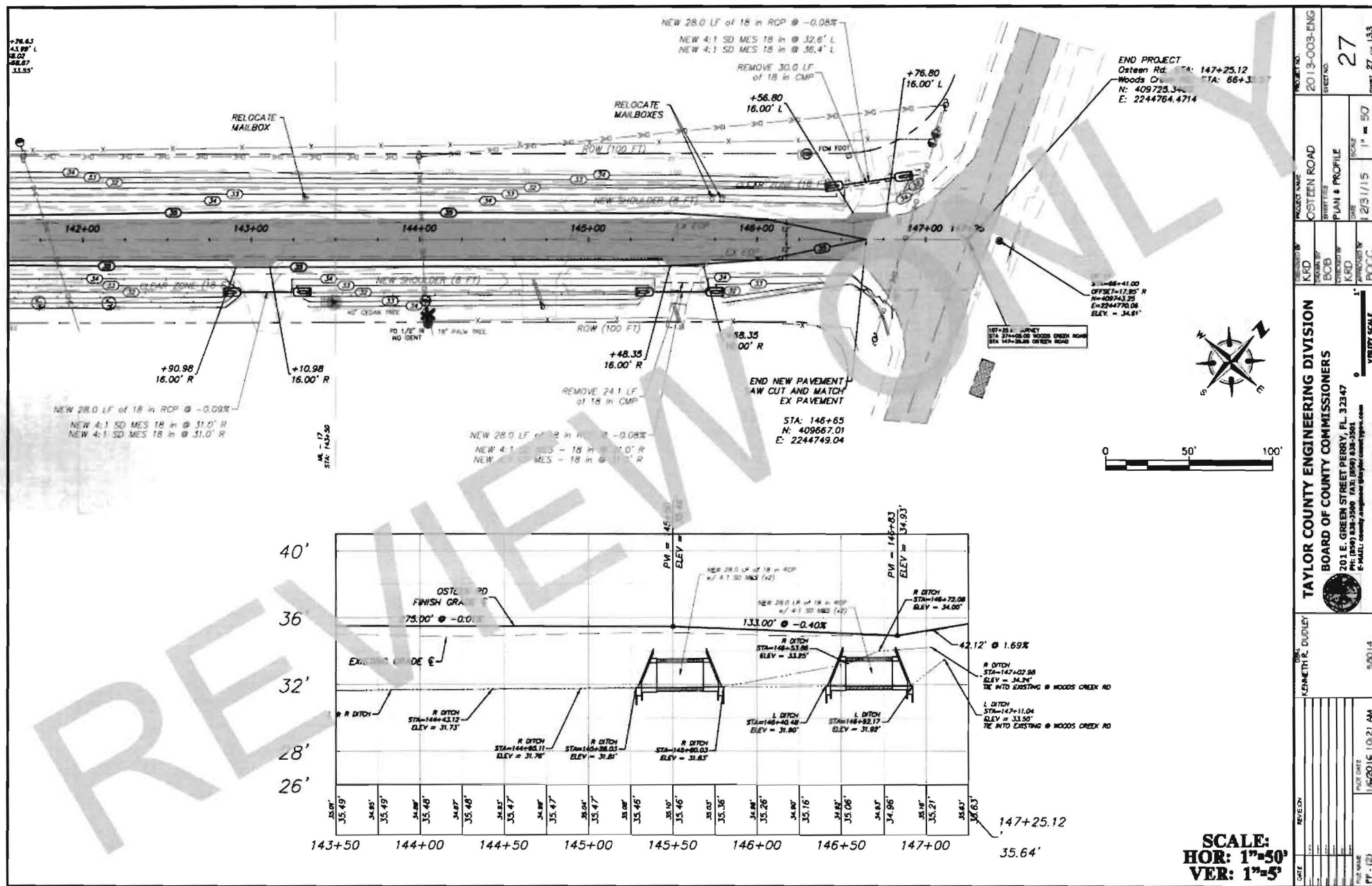
**SCALE:**  
 HOR: 1"=50'  
 VER: 1"=5'

TAYLOR COUNTY ENGINEERING DIVISION		2013-003-ENG	
BOARD OF COUNTY COMMISSIONERS		SHEET NO.	
201 E. GREEN STREET, PERRY, FL 32347		25	
441 (850) 844-3444 FAX (850) 844-3444		DATE	
E-MAIL: countyengineering@taylorcounty.com		2/3/15	
KENNETH R. DUDLEY		1" = 50'	
DATE		PROJECT NAME	
REVISION		OOSTEN ROAD	
DATE		BOB	
REVISION		KRD	
DATE		BOCC	
REVISION		PLAN & PROFILE	
DATE		1" = 50'	
REVISION		2/3/15	
DATE		5/30/14	
REVISION		1/20/2016 10:21 AM	
DATE		PP - (2)	

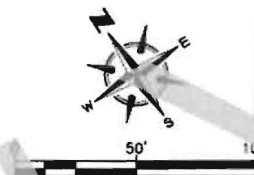
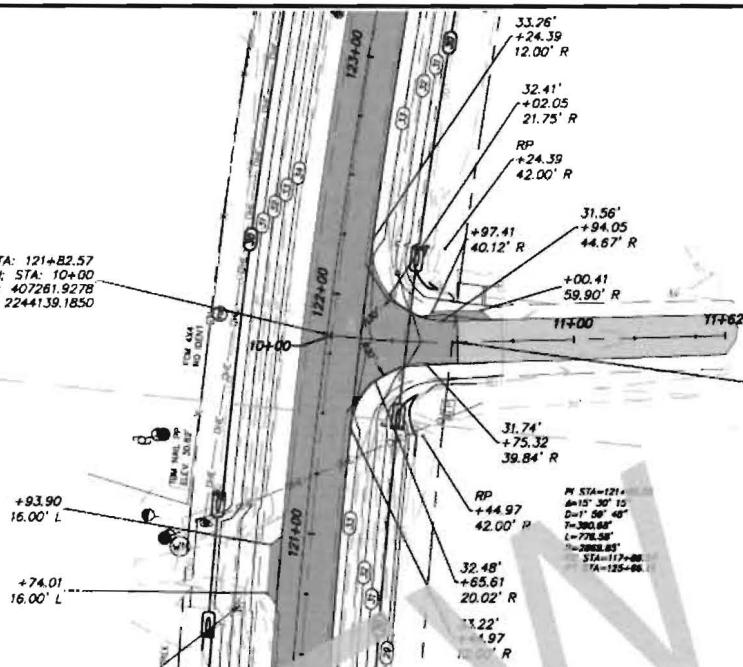


**SCALE:**  
**HOR: 1"=50'**  
**VER: 1"=5'**

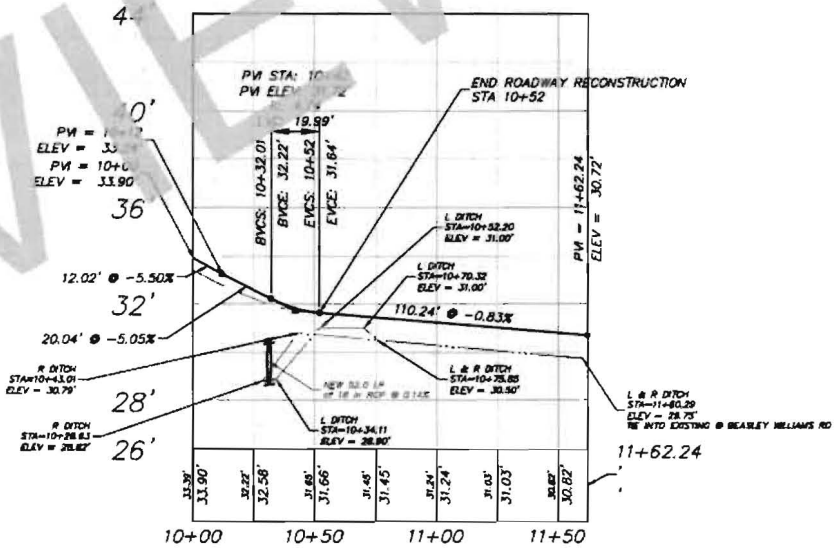
TAYLOR COUNTY ENGINEERING DIVISION		2013-003-ENG	
BOARD OF COUNTY COMMISSIONERS		SHEET NO. 26	
201 E. GREEN STREET PERRY, FL 32347		DATE 12/3/15	
PH: (850) 838-3500 FAX: (850) 838-3501		SCALE 1" = 50'	
E-MAIL: county-engineering@taylorcounty.com		PROJECT NAME COSTEN ROAD	
DESIGNED BY KRD		PLAN & PROFILE	
CHECKED BY BOB		DATE 12/3/15	
APPROVED BY KRD		BOCC	
DATE 1/6/2016		PROJECT NO. 2013-003-ENG	
SHEET NO. 26		SHEET 26 OF 133	



Osteen Rd: STA: 121+82.57  
 Beasley Williams Rd: STA: 10+00  
 N: 407261.9278  
 E: 2244139.1850



NOTE:  
 STATIONING/OFFSET IS BASED ON OSTEEN RD ALIGNMENT



SCALE:  
 HOR: 1"=50'  
 VER: 1"=5'

PROJECT NO: 2013-003-ENG		SHEET NO: 116	
PROJECT NAME: OSTEEN ROAD		DRAWN BY: BEASLEY WILLIAMS PMP	
DESIGNED BY: BOB		CHECKED BY: BOCC	
DATE: 1/4/16		SCALE: 1" = 50'	
TAYLOR COUNTY ENGINEERING DIVISION			
BOARD OF COUNTY COMMISSIONERS			
201 E. GREEN STREET PERRY, FL 32347			
PH: (850) 838-3900 FAX: (850) 838-3001			
E-MAIL: county-engineering@taylorcountyfla.com			
DATE: 1/6/2016	TIME: 11:31 AM	FILE NAME: 116	PP: (3)

SIGN REMOVAL/RELOCATION CHART			
STATION	SIDE	SIGN DESCRIPTION	ITEM NO.
50+35	LT	R1-1, STOP	700-1-80
50+94	RT	M1-6, 24x24" "Taylor 356 County" & "NO HEAVY TRUCKS"	700-1-80
57+00	RT	R2-1, 24"x30" 55 MPH & "HEIGHT LIMIT 10 TONS"	700-1-80
89+00	RT	OM3-L	700-1-80
89+75	LT	OM3-L	700-1-80
91+70	RT	OM3-L	700-1-80
92+50	LT	OM3-L	700-1-80
109+45	RT	OM3-L	700-1-80
110+55	LT	OM3-L	700-1-80
112+55	RT	OM3-L	700-1-80
112+95	LT	OM3-L	700-1-80
122+02	RT	R1-1, STOP	700-1-80
139+71	RT	W3-1a, 30" "STOP AHEAD"	700-1-80
140+00	LT	R2-1, 24"x30" 55 MPH & HEIGHT LIMIT	700-1-80
143+87	LT	M1-6, 24x24" "Taylor 356 County"	700-1-80
146+70	RT	R1-1, STOP	700-1-80

SIGN INSTALLATION CHART			
STATION	SIDE	SIGN DESCRIPTION	(ITEM NO. 700-1-80-1)
50+35	LT	R1-1, 30" "STOP" w/ D3-1, "3350 W US Hwy 98"	700-1-11
52+00	RT	D3-1, "2090 Osteen Rd"	700-1-11
54+00	LT	M1-6, 24x24" "Taylor 356 County"	700-1-11
54+00	RT	R3-1, 30" "STOP AHEAD"	700-1-11
60+00	LT	R2-1, 24"x30" 35 MPH	700-1-11
60+00	RT	R2-1, 24"x30" 55 MPH	700-1-11
62+00	LT	W3-1, 24"x30" 35 MPH	700-1-11
117+00	LT	R2-1, 24"x30" 55 MPH	700-1-11
117+00	RT	W1-10, CURVE RIGHT, INTERSECTING ROAD RIGHT	700-1-11
122+12	RT	R1-1, 30" "STOP" w/ D3-1, "470 Osteen Rd"	700-1-11
126+00	LT	D3-1, "3400 Beasley Williams Rd"	700-1-11
126+00	RT	W1-10, CURVE LEFT, INTERSECTING ROAD LEFT	700-1-11
142+00	RT	R2-1, 24"x30" 55 MPH	700-1-11
142+00	LT	W3-1, 30" "STOP AHEAD"	700-1-11
142+00	LT	R2-1, 24"x30" 55 MPH	700-1-11
145+00	LT	M1-6, 24x24" "Taylor 356 County"	700-1-11
146+70	RT	R1-1, 30" "STOP" w/ D3-1, "3780 Woods Creek Rd"	700-1-11
146+70	RT	D3-1, "20 Osteen Rd"	700-1-11

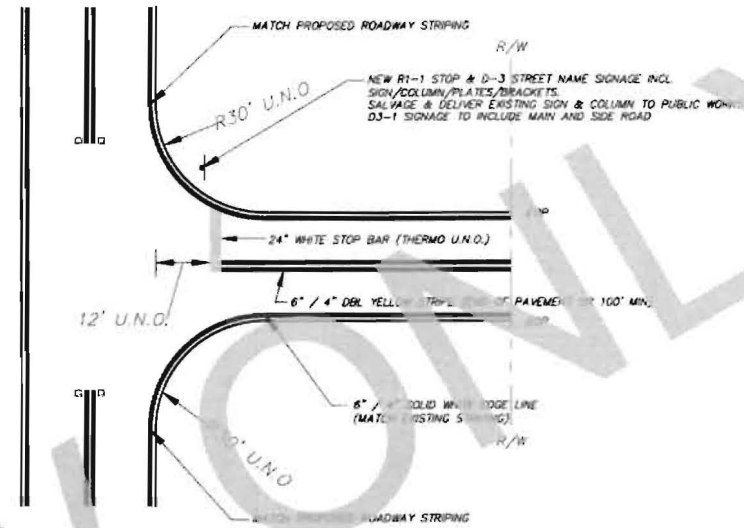
#### GENERAL NOTES:

- IT SHOULD BE NOTED THAT EXISTING SIGNAGE REFLECTS INVENTORY DATA COLLECTED DURING PLANS PREPARATION AND IT IS POSSIBLE THAT ADDITIONAL SIGNS MAY BE PRESENT AT THE TIME OF CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE THE DISPOSITION OF SUCH SIGNS WITH THE COUNTY ENGINEERING DIVISION.
- FOR SIGN DETAILS USE THE MANUAL ON "STANDARD HIGHWAY SIGNS" PUBLISHED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, CURRENT EDITION. SIZES SHALL MEET CURRENT MUTCD SIZES FOR "CONVENTIONAL ROADS."
- SIGNING AND PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES," THESE PLANS, THE TRAFFIC SIGN STANDARD, THE ELDER ROADWAY PROGRAM, AND AIA REQUIREMENTS.
- STANDARDS INDEX NO. 17339, INDEX NO. 5 IS MODIFIED TO READ: ALL SIGNS SHALL HAVE A MINIMUM HEIGHT OF 7 FEET AS MEASURED FROM THE BOTTOM OF THE SIGN PANEL TO A HORIZONTAL LINE EXTENDED FROM THE EDGE OF THE DRIVING LANE OR SIDEWALK WHICHEVER IS GREATER. THIS INCLUDES RURAL SECTIONS AND SECONDARY SIGN PANELS.
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LENGTH OF THE COLUMN SUPPORTS IN THE FIELD PRIOR TO FABRICATION AND INSTALLATION.
- PAVEMENT MARKINGS SHALL EXISTING/PROPOSED INTERFACE LOCATIONS ARE TO MATCH IN TERMS OF ALIGNMENT AND COLOR UNLESS DIRECTED OTHERWISE BY THESE PLANS, THE COUNTY ENGINEERING DIVISION OR THE AUTHORIZED REPRESENTATIVE.
- CONTRACTOR SHALL EXTEND ALL DOUBLE NO PASS MARKINGS 100 FEET FROM STOP BAR OR AS NOTED.
- ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL REMAIN UNLESS NOTED OTHERWISE IN THE PLANS.
- RELOCATION TO INCLUDE COST OF NEW SIGN POST, FOUNDATION, SOIL PLATE AND BRACKET IF REQUIRED TO COMPLY WITH FDOT INDEX NO. 11860, 11862 AND 11865.
- REMOVAL AND ASSEMBLY INCLUDES ALL SUPPLEMENTAL PANELS.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER WHEN HE HAS COMPLETED STOCKPILING THE ROADWAY SIGNS THAT ARE TO BE REMOVED FROM THE PROJECT. THESE SIGNS SHALL BE DELIVERED TO THE COUNTY PUBLIC WORKS DIVISION FACILITY ON US 27 AS PART OF THE OVERALL PROJECT COST. FAILURE TO INCLUDE THIS COST WILL NOT JUSTIFY A CHANGE ORDER.
- CONTRACTOR SHALL PROVIDE SHOP DRAWINGS OF D-SERIES AND DIRECTIONAL SIGNAGE FOR WRITTEN APPROVAL NO LESS THAN TWO (2) DAYS PRIOR TO DATE OF FABRICATION. REFLECTIVITY SHALL BE FIELD VERIFIED BY CONTRACTOR AND DOCUMENTED IN PRESENCE OF ENGINEERING DIVISION OR OWNER'S AUTHORIZED REPRESENTATIVE.
- ALL STREET NAME SIGNS NOTED AS "PRIVATE" SHALL HAVE WHITE BORDER WITH BLUE BACKGROUND AS COMPARED TO WHITE BORDER WITH GREEN BACKGROUND FOR "PUBLIC" SIGNS. D-3 GUIDE SIGNAGE SHALL BE NO LESS THAN 6" HIGH WITH 6" UPPERCASE AND 4" LOWERCASE LETTERING.

ITEM NO.	DESCRIPTION	UNIT	QUANTITY		NOTE(S)
			P	F	
700-1-11	SIGN EXISTING SINGLE-POST (REMOVE)	EA	16		FURNISH AND INSTALL, SEE FDOT INDEX 11860 & 17302
700-1-50	SIGN EXISTING SINGLE-POST (RELOCATE)	EA			
700-1-60	SIGN EXISTING SINGLE-POST (REMOVE)	EA	16		SALVAGE TO OWNER
700-2-60	SIGN EXISTING MULTI-POST (RELOCATE)	EA			
700-10-1	OBJECT MARKER, TYPE 1	EA	1		FURNISH AND INSTALL, SEE FDOT INDEX 17349; OM1-3 YELLOW RETROREFLECTIVE PANEL
700-10-2	OBJECT MARKER, TYPE 2, 6"x12" VERTICAL DELINEATOR	EA	32		FURNISH AND INSTALL, SEE FDOT INDEX 17359 OM2-2V WHITE & YELLOW
700-10-3	OBJECT MARKER, TYPE 3	EA	8		FURNISH AND INSTALL, SEE FDOT INDEX 17359
700-10-4	OBJECT MARKER, TYPE 4	EA			FURNISH AND INSTALL, SEE FDOT INDEX 17349

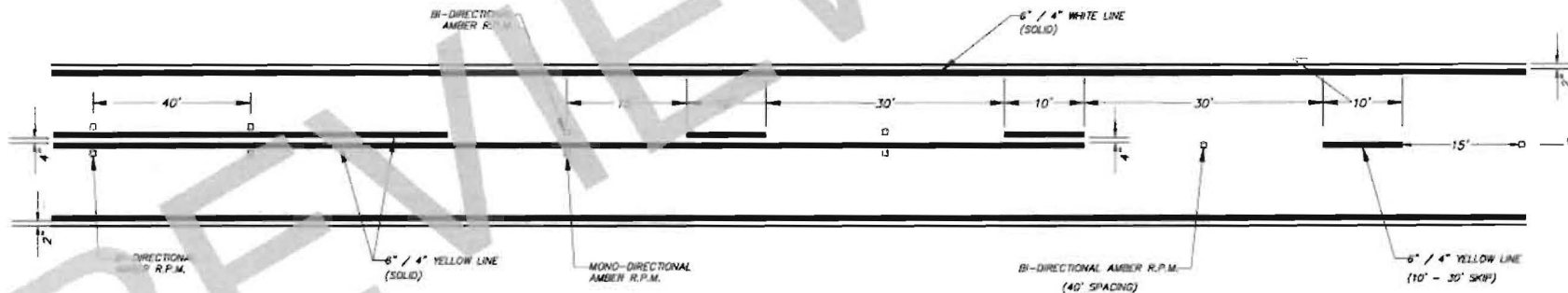
PROJECT NO. 2013-003-ENG		SHEET NO. 5-1		SHEET 12 OF 133	
PROJECT NAME: OSTEEN ROAD		SCHEDULE: SIGNAGE SCHEDULE		DATE: 1/6/16	
DESIGNED BY: KRD	CHECKED BY: BOB	APPROVED BY: KRD	APPROVED BY: BOCC	SCALE: 1" = 50'	
<b>TAYLOR COUNTY ENGINEERING DIVISION</b> <b>BOARD OF COUNTY COMMISSIONERS</b> 201 E. GREEN STREET PERRY, FL 32347 (904) 898-3333 taylorcountyengineering.com					
DATE: 1/6/16	BY: KENNETH E. DUDLEY	FILE NAME: CAGTO	FILE DATE: 1/6/2016 11:34 AM	5501.4	

NO PASSING ZONE CHART				
NO PASSING ZONE NO.	NORTH BOUND		SOUTH BOUND	
	FROM	TO	FROM	TO
1	50+29	58+00		
2	81+00	91+25		
3	102+00	124+00		
4	141+00	147+00		
5			50+29	65+00
6			90+00	100+00
7			111+00	133+00
8			146+00	147+00
9				
10				
11				
12				
13				
14				
15				



**SIDE ROAD SIGNAGE/MARKING DETAIL**

NTS



**STANDARD STRIPING DETAIL**

NTS

**NOTE:**

WHITE EDGE STRIPE AND R.P.M. ARE INCLUDED IN THIS PROJECT FROM STA 50+29 TO STA 147+00.

DATE	REVISED	PROJECT NO.	2013-003-ENG
		PROJECT NAME	OSTEEN ROAD
		DESIGNED BY	BOC
		CHECKED BY	KED
		DATE	1/6/16
		SCALE	1" = 50'
		PROJECT NO.	S-2
		SHEET NO.	122 of 133
<b>TAYLOR COUNTY ENGINEERING DIVISION</b> <b>BOARD OF COUNTY COMMISSIONERS</b> 201 E. GREEN STREET PERRY, FL 32347 PH: (904) 838-3500 FAX: (904) 838-3501 E-MAIL: taylor-county-engineering@taylorcountyfla.gov			
KENNETH E. DUDLEY		5500.4	
PROJECT DATE		1/6/2016 11:34 AM	
PROJECT NAME		CNGTO	

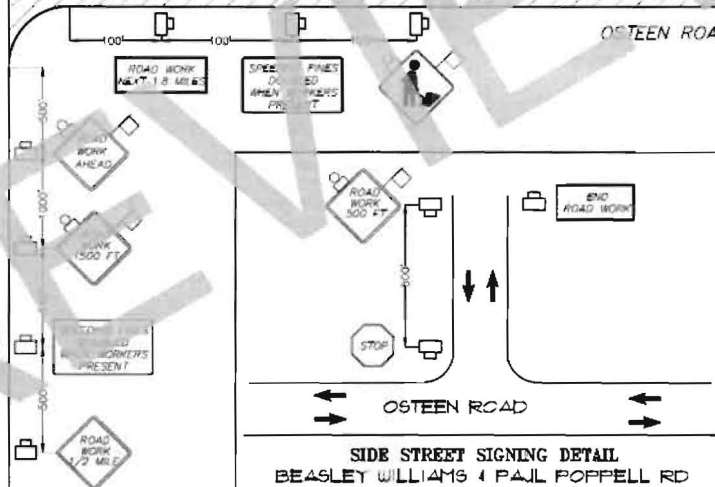


## GENERAL NOTES

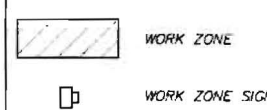
1. PERMANENT WORK ZONE SIGNAGE SHALL BE IN PLACE BEFORE CONTRACTOR MOBILIZES AND BEFORE ANY WORK ASSOCIATED WITH THIS PROJECT MAY BEGIN.
2. NO LANE CLOSURE WILL BE ALLOWED BETWEEN THE HOURS OF 6:30 AM AND 8:30 AM FROM AUGUST THRU MAY WITHOUT WRITTEN AUTHORIZATION FROM THE PROJECT ENGINEER.
3. CONSTRUCTION OPERATIONS SHALL BE CONFINED TO ONE TRAFFIC LANE, LEAVING THE ADJACENT LANE OPEN TO TRAFFIC. ALL VEHICLES, EQUIPMENT, WORKERS, (EXCEPT FLAGGERS) AND THEIR ACTIVITIES ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE PAVEMENT.
4. ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS.
5. WORK AREA LANE CLOSURES WITHIN THE WORK ZONE SHALL BE LIMITED TO A MAXIMUM OF 1 MILE IN LENGTH. NO CONSECUTIVE LANE CLOSURES WITHIN 2 MILES.
6. SPACING GUIDELINES AND LIMITS ARE CONSIDERED REQUIREMENTS AND NOT SUGGESTIONS. NON-COMPLIANCE MAY RESULT IN WORK STOPPAGE UNTIL CORRECTED AT NO COST TO OWNER. ADJUSTMENTS OF LONGITUDINAL DIMENSIONS TO FIT FIELD CONDITIONS REQUIRE PROJECT ENGINEER APPROVAL.
7. FOR MAINTENANCE OF TRAFFIC SEE FDOT SPECIFICATIONS 102 & INDEX 600 SERIES. FOR GENERAL TCZ REQUIREMENTS AND ADDITIONAL INFORMATION REFER TO INDEX NO. 600 SERIES.
8. ALL LANES MUST BE OPEN FOR TRAFFIC DURING AN EVACUATION NOTICE OF A HURRICANE OR OTHER CATASTROPHIC EVENTS AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT AS DIRECTED BY THE ENGINEER OF RECORD.
9. TRAFFIC CONDITIONS, ACCIDENTS, AND OTHER UNFORESEEN EMERGENCY CONDITIONS MAY REQUIRE THE PROJECT ENGINEER TO RESTRICT OR REMOVE LANE CLOSURES OR CHANNELIZATIONS SHOWN IN THE PLANS. THE CONTRACTOR SHALL MAKE THE NECESSARY ADJUSTMENTS AS DIRECTED BY THE PROJECT ENGINEER WITHIN 30 MINUTES OF NOTIFICATION.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING TEMPORARY PAVEMENT MARKINGS & RPM'S DURING INTERMEDIATE LIFTS OF PAVEMENT ACCORDING TO INDEX NO. 600. MAINTAIN TRAFFIC DURING PLACEMENT OF TEMPORARY AND PERMANENT PAVEMENT MARKINGS IN ACCORDANCE WITH FDOT INDEX NO. 600 & 607.
11. ADDITIONAL SIGNS AS APPROPRIATE SHALL BE ADDED WHERE CONSTRUCTION ACTIVITY IS IN THE IMMEDIATE VICINITY OF AN INTERSECTION OR BUSINESS.
12. ONLY THAT EXCAVATION THAT CAN BE BACKFILLED IN ONE DAY WILL BE ALLOWED. NO DROP-OFFS GREATER THAN 3" WILL BE ALLOWED TO REMAIN AFTER WORK ENDS FOR THE DAY. THE OPTIONAL SHOULDER TREATMENT AS INDICATED IN INDEX NO. 600 SHALL BE USED TO ENSURE NO DROP-OFF GREATER THAN 3" REMAINS AT THE END OF THE DAY.

FOR TRAFFIC CONTROL THROUGH WORK ZONE SEE INDEX 600 SERIES

### OSTEEN ROAD ADVANCED SIGNING DETAIL



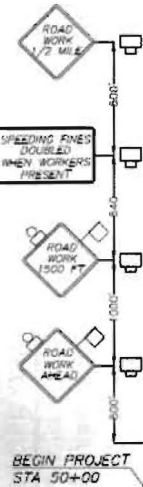
### DRAWING SYMBOLS



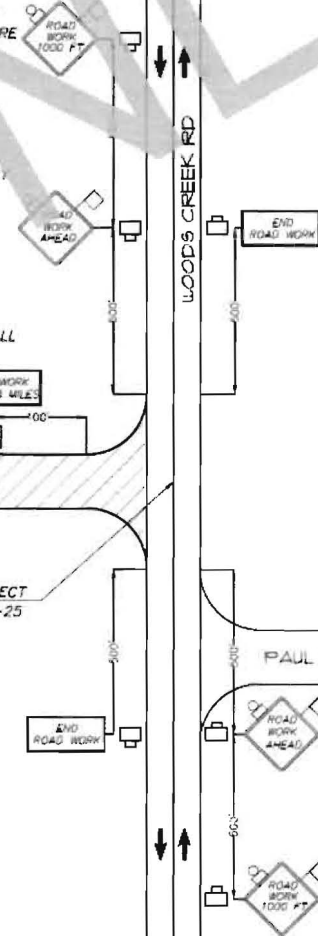
### WORK ZONE CLEAR ZONE WIDTH

WORK ZONE SPEED	WIDTH (FT)
60~70	30
55	24
45~50	18
30~40	14
<30	10
ALL SPEEDS	4 FT BEHIND FACE OF CURB

SR 30 / US HWY 98 ADVANCED SIGNING DETAIL



US HWY 98 (SR 30)



WOODS CREEK ROAD ADVANCED SIGNING DETAIL FOR PAUL POPPELE RD  
SEE SIDE STREET SIGNING DETAIL FOR PAUL POPPELE RD

TAYLOR COUNTY ENGINEERING DIVISION BOARD OF COUNTY COMMISSIONERS 201 E. GREEN STREET PERRY, FL 32347 PH: (850) 836-3500 FAX: (850) 836-3501 E-MAIL: county-engineering@fla.taycountypa.gov		TC-1 SHEET 132 OF 133
DATE	REVISION	PROJECT NO. 2013-003-ENG
		PROJECT NAME OSTEEN ROAD
		CONTRACT NO. BOCC
		TRAFFIC CONTROL
		DATE 1/6/16
		SCALE 1" = 50'
		BOCC
		WEEKLY SCALE
		5501.4
		1/6/2016 11:34 AM
		CACTO





**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO APPROVE AN AMENDMENT TO THE FY 2016 CAPITAL FUNDING REQUEST TO TRANSFER AN ADDITIONAL \$4800 TO THE JAIL TO COVER UNANTICIPATED COSTS, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

FEBRUARY 1, 2016

**Statement of Issue:**

IN THE APPROVED CAPITAL FUNDING PLAN FOR FY 2016, THE BOARD APPROVED AN EXPENDITURE OF \$10,000 TO REPAIR AND REPLACE LOCKS AT THE JAIL. AN EMERGENCY REPAIR OF THE SPRINKLER SYSTEM NECESSITATES RESTORING THE FUNDS FOR THE LOCKS IN THE AMOUNT OF \$4800.

**Recommended Action:**

**Fiscal Impact:**

\$4800

**Budgeted Expense:**

**Submitted By:**

DUSTIN HINKEL, COUNTY ADMINISTRATOR 838-3500 X 7

**Contact:**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:**

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**

THE BOARD TO DISCUSS AND SET A DATE FOR A BUDGET  
PLANNING WORKSHOP, AS AGENDAED BY THE COUNTY  
ADMINISTRATOR



**MEETING DATE REQUESTED:**

FEBRUARY 1, 2016

**Statement of Issue:**

THE WORKSHOP WAS ORIGINALLY SET FOR JAN 22,  
2016, BUT WAS POSTPONED. A NEW DATE HAS YET TO  
BE DETERMINED.

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:**

DUSTIN HINKEL, COUNTY ADMINISTRATOR 838-3500 X 7

**Contact:**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:**

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### *County Commission Agenda Item*

**SUBJECT/TITLE:**



Approve Taylor County 4-H Foundation Audit for the 2014-2015 budget year and request first and second funds to be released to Taylor County 4-H Foundation.

**MEETING DATE REQUESTED:**

February 1, 2016

**Statement of Issue:**

**Recommended Action:** Approve 4-H Foundation Account Audit and Release first quarter and second quarter funds.

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:** Clay Olson

**Contact:** 850-838-3508

### SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:**



IFAS EXTENSION  
Taylor County Cooperative Extension

203 Forest Park Drive  
Perry, FL 32348  
850-838-3508  
<http://taylor.ifas.ufl.edu>

To: Tammy Taylor, Finance Director

From: Clay Olson, County Extension Director

Date: January 25, 2016

RE: Release of County Budgeted Funds

The Taylor County 4-H Foundation's completed audit report for fiscal year ending September 30, 2015 was presented to the Taylor County Board of County Commissioners at their regular meeting on February 1, 2016. Upon their approval of this audit report and release of fiscal year 15/16 budgeted funds, please prepare a check for our first and second quarter funding allotment in the amount of \$5,580.00. This will be account 0279-58211.

Thank you for your help.

# **Taylor County 4-H Foundation, Inc.**

Financial Statements & Supplementary Information

For the Years Ended September 30, 2015 and 2014

**Compton & Lee, CPAs, PA**  
*Certified Public Accountants*  
1809 Miccosukee Commons Drive  
Suite 108  
Tallahassee, Florida 32308

# Table of Contents

	<u>Page Number</u>
Report of Independent Auditors.....	1
Statements of Financial Position .....	3
Statements of Activities.....	4
Statements of Cash Flows.....	5
Notes to Financial Statements.....	6

**COMPTON & LEE, CPAS, PA**  
*Certified Public Accountants*  
1809 Miccosukee Commons Drive  
Suite 108  
Tallahassee, Florida 32308

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Telephone (850) 422-1040  
Fax (850) 422-1042

## **Report of Independent Auditors**

To the Board of Directors  
Taylor County 4-H Foundation, Inc.  
203 Forest Park Drive  
Perry, Florida 32348

### **Report on the Financial Statements**

We have audited the accompanying statements of financial position of Taylor County 4-H Foundation, Inc. (a nonprofit organization) as of September 30, 2015 and 2014, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant

to the company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Taylor County 4-H Foundation, Inc. as of September 30, 2015 and 2014 and the results of its operations and cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

*Compton & Lee, CPAs, PA*

Compton & Lee, CPAs, PA  
Tallahassee, Florida  
January 8, 2016



Taylor County 4-H Foundation, Inc.  
Statements of Financial Position  
September 30, 2015 and 2014

	<b>Assets</b>	
	<u><b>2015</b></u>	<u><b>2014</b></u>
<b>Current Assets</b>		
Cash	\$ 30,166	\$ 24,697
Investments	<u>28,930</u>	<u>30,317</u>
Total Current Assets	<u>59,096</u>	<u>55,014</u>
<b>Property and Equipment</b>		
Property and Equipment	1,904	1,904
Accumulated Depreciation	<u>(1,904)</u>	<u>(1,904)</u>
Total Property and Equipment	<u>0</u>	<u>0</u>
Total Assets	<u><u>\$ 59,096</u></u>	<u><u>\$ 55,014</u></u>
<b>Liabilities and Net Assets</b>		
<b>Current Liabilities</b>		
Accounts Payable	<u>\$ -</u>	<u>\$ -</u>
Total Liabilities	<u>0</u>	<u>0</u>
<b>Net Assets</b>		
Unrestricted:	<u>59,096</u>	<u>55,014</u>
Total Liabilities and Net Assets	<u><u>\$ 59,096</u></u>	<u><u>\$ 55,014</u></u>

Taylor County 4-H Foundation, Inc.  
 Statements of Activities  
 For the Years Ended September 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
<b>Unrestricted Support and Revenue</b>		
Donations	\$ 14,332	\$ 18,764
Taylor County Board Donation	11,160	11,160
Youth Camps	26,468	27,771
Other Program Fees and Revenue	1,729	435
Investment Gain	<u>(887)</u>	<u>4,017</u>
<b>Total Support and Revenue</b>	52,802	62,147
<b>Expenses</b>		
Program Services:		
County Funds	12,722	14,228
Youth Camps	24,895	22,681
Other Program Expenses	<u>11,103</u>	<u>12,002</u>
<b>Total Expenses</b>	48,720	48,911
<b>Change in Unrestricted Net Assets</b>	4,082	13,236
<b>Unrestricted Net Assets, Beginning of Year</b>	<u>55,014</u>	<u>41,778</u>
<b>Unrestricted Net Assets, End of Year</b>	<u>\$ 59,096</u>	<u>\$ 55,014</u>

Taylor County 4-H Foundation, Inc.  
 Statements of Cash Flows  
 For the Years Ended September 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
<b>Cash Flows from Operating Activities</b>		
Change in Net Assets	\$ 4,082	\$ 13,236
Adjustments to reconcile change:		
(Increase) Decrease in:		
Unrealized Gain on Investments	<u>1,387</u>	<u>(3,018)</u>
Net Cash Used in Operating Activities	<u>5,469</u>	<u>10,218</u>
 Net Decrease in Cash and Cash Equivalents	 5,469	 10,218
Cash and Cash Equivalents, Beginning of Year	<u>24,697</u>	<u>14,479</u>
Cash and Cash Equivalents, End of Year	<u>\$ 30,166</u>	<u>\$ 24,697</u>

Taylor County 4-H Foundation, Inc.  
Notes to Financial Statements  
September 30, 2015

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**Note A – Summary of Significant Accounting Policies**

***Nature of the Organization***

The Taylor County 4-H Foundation, Inc. (Organization) was organized to extend agricultural education to rural youth by organizing boys and girls clubs and through "learning by doing".

***Basis of Accounting***

The Organization's books are maintained on the accrual basis of accounting.

***Basis of Presentation***

In accordance with accounting principles generally accepted in the United States of America, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assts, and permanently restricted net assets. There were no temporarily restricted or permanently restricted net assets as of September 30, 2015 and 2014.

***Cash Equivalents***

The Organization considers all unrestricted highly liquid investments with an original maturity of three months or less to be cash equivalents.

***Income Taxes***

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Taylor County 4-H Foundation, Inc.  
Notes to Financial Statements (Continued)  
September 30, 2015

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***Property and Equipment***

Property and equipment are recorded at cost. Contributed assets are reported at fair market value as of the date received. Additions, improvements, and other capital outlays that exceed a threshold of \$500 and which significantly extend the useful life of the asset are capitalized. All property and equipment are depreciated using the straight-line method over the estimated lives of the assets.

***Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results may differ from those estimates.

***Donated Materials and Services***

Donated materials and equipment are reflected as contributions in the accompanying statements at their estimated values at date of receipt. No amounts have been reflected in the statement for donated services, as no objective basis is available to measure the value of such services; however, a substantial number of volunteers have donated significant amounts of their time in the Organization's program services.

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The Organization carries investments in marketable securities with readily determinable fair values and all investments in debt securities at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets in the accompanying statement of activities.

The origin of the investments were a donation from Taylor County Community Friends upon the dissolution of the Non-Profit.

Taylor County 4-H Foundation, Inc.  
Notes to Financial Statements (Continued)  
September 30, 2015

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**Note A – Designated Current Assets**

The Organization's operating funds are listed as cash in the current assets and are encumbered funds for current 4H programming and backpack programming. The funds are designated as follows:

	<u>2015</u>	<u>2014</u>
Current 4H Programming Funds	\$13,912	\$9,075
Backpack Programming Funds	<u>16,254</u>	<u>15,622</u>
Total Cash	\$30,166	\$24,697

**Note B – Concentrations of Credit Risk**

The Organization maintains their operating, mutual funds and money market accounts at a Florida financial institution. Accounts at the institution are insured by the Federal Deposit Insurance Corporation up to \$250,000. There are no uninsured cash balances as of September 30, 2015 or 2014.

**Note C – Equipment**

The Organization's fixed assets at September 30, 2015 and 2014 consist of the following:

	<u>2015</u>	<u>2014</u>
Data Processing Equipment	\$1,904	\$1,904
Less: Accumulated Depreciation	<u>(1,904)</u>	<u>(1,904)</u>
Net Book Value	<u>\$ 0</u>	<u>\$ 0</u>



IFAS EXTENSION  
Taylor County Cooperative Extension

203 Forest Park Drive  
Perry, FL 32348  
850-838-3508  
<http://taylor.ifas.ufl.edu>

To: Tammy Taylor, Finance Director

From: Clay Olson, County Extension Director

Date: January 25, 2016

RE: Release of County Budgeted Funds

The Taylor County 4-H Foundation's completed audit report for fiscal year ending September 30, 2015 was presented to the Taylor County Board of County Commissioners at their regular meeting on February 1, 2016. Upon their approval of this audit report and release of fiscal year 15/16 budgeted funds, please prepare a check for our first and second quarter funding allotment in the amount of \$5,580.00. This will be account 0279-58211.

Thank you for your help.

# **Taylor County 4-H Foundation, Inc.**

Financial Statements & Supplementary Information

For the Years Ended September 30, 2015 and 2014

**Compton & Lee, CPAs, PA**  
*Certified Public Accountants*  
1809 Miccosukee Commons Drive  
Suite 108  
Tallahassee, Florida 32308



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**COMPTON & LEE, CPAS, PA**  
*Certified Public Accountants*  
1809 Miccosukee Commons Drive  
Suite 108  
Tallahassee, Florida 32308

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Telephone (850) 422-1040  
Fax (850) 422-1042

## **Report of Independent Auditors**

To the Board of Directors  
Taylor County 4-H Foundation, Inc.  
203 Forest Park Drive  
Perry, Florida 32348

### **Report on the Financial Statements**

We have audited the accompanying statements of financial position of Taylor County 4-H Foundation, Inc. (a nonprofit organization) as of September 30, 2015 and 2014, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant

to the company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### **Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Taylor County 4-H Foundation, Inc. as of September 30, 2015 and 2014 and the results of its operations and cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

*Compton & Lee, CPAs, PA*

Compton & Lee, CPAs, PA  
Tallahassee, Florida  
January 8, 2016

Taylor County 4-H Foundation, Inc.  
Statements of Financial Position  
September 30, 2015 and 2014

	<b>Assets</b>	<b><u>2015</u></b>	<b><u>2014</u></b>
<b>Current Assets</b>			
Cash		\$ 30,166	\$ 24,697
Investments		<u>28,930</u>	<u>30,317</u>
<b>Total Current Assets</b>		<u>59,096</u>	<u>55,014</u>
<b>Property and Equipment</b>			
Property and Equipment		1,904	1,904
Accumulated Depreciation		<u>(1,904)</u>	<u>(1,904)</u>
<b>Total Property and Equipment</b>		<u>0</u>	<u>0</u>
<b>Total Assets</b>		<u><u>\$ 59,096</u></u>	<u><u>\$ 55,014</u></u>
<b>Liabilities and Net Assets</b>			
<b>Current Liabilities</b>			
Accounts Payable		<u>\$ -</u>	<u>\$ -</u>
<b>Total Liabilities</b>		<u>0</u>	<u>0</u>
<b>Net Assets</b>			
Unrestricted:		<u>59,096</u>	<u>55,014</u>
<b>Total Liabilities and Net Assets</b>		<u><u>\$ 59,096</u></u>	<u><u>\$ 55,014</u></u>

Taylor County 4-H Foundation, Inc.  
 Statements of Activities  
 For the Years Ended September 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
<b>Unrestricted Support and Revenue</b>		
Donations	\$ 14,332	\$ 18,764
Taylor County Board Donation	11,160	11,160
Youth Camps	26,468	27,771
Other Program Fees and Revenue	1,729	435
Investment Gain	<u>(887)</u>	<u>4,017</u>
Total Support and Revenue	52,802	62,147
<b>Expenses</b>		
Program Services:		
County Funds	12,722	14,228
Youth Camps	24,895	22,681
Other Program Expenses	<u>11,103</u>	<u>12,002</u>
Total Expenses	48,720	48,911
Change in Unrestricted Net Assets	4,082	13,236
Unrestricted Net Assets, Beginning of Year	<u>55,014</u>	<u>41,778</u>
Unrestricted Net Assets, End of Year	<u>\$ 59,096</u>	<u>\$ 55,014</u>

Taylor County 4-H Foundation, Inc.  
 Statements of Cash Flows  
 For the Years Ended September 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
<b>Cash Flows from Operating Activities</b>		
Change in Net Assets	\$ 4,082	\$ 13,236
Adjustments to reconcile change:		
(Increase) Decrease in:		
Unrealized Gain on Investments	<u>1,387</u>	<u>(3,018)</u>
Net Cash Used in Operating Activities	<u>5,469</u>	<u>10,218</u>
 Net Decrease in Cash and Cash Equivalents	 5,469	 10,218
Cash and Cash Equivalents, Beginning of Year	<u>24,697</u>	<u>14,479</u>
Cash and Cash Equivalents, End of Year	<u>\$ 30,166</u>	<u>\$ 24,697</u>

Taylor County 4-H Foundation, Inc.  
Notes to Financial Statements  
September 30, 2015

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**Note A - Summary of Significant Accounting Policies**

***Nature of the Organization***

The Taylor County 4-H Foundation, Inc. (Organization) was organized to extend agricultural education to rural youth by organizing boys and girls clubs and through "learning by doing".

***Basis of Accounting***

The Organization's books are maintained on the accrual basis of accounting.

***Basis of Presentation***

In accordance with accounting principles generally accepted in the United States of America, the Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. There were no temporarily restricted or permanently restricted net assets as of September 30, 2015 and 2014.

***Cash Equivalents***

The Organization considers all unrestricted highly liquid investments with an original maturity of three months or less to be cash equivalents.

***Income Taxes***

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Net Book Value	<u>\$ 0</u>	<u>\$ 0</u>

12

## TAYLOR COUNTY BOARD OF COMMISSIONERS

### County Commission Agenda Item

**SUBJECT/TITLE:**



THE BOARD TO APPROVE THE REQUEST FOR PROPOSALS (RFP) FOR ARCHITECTURAL FIRM TO DESIGN A COMMUNITY CENTER FOR SHADY GROVE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

FEBRUARY 1, 2016

**Statement of Issue:**

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:** DUSTIN HINKEL, COUNTY ADMINISTRATOR 838-3500 X 7

**Contact:**

SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS

**History, Facts & Issues:**

**Options:**

**Attachments:**

12A

**TAYLOR COUNTY BOARD OF COMMISSIONERS**

***County Commission Agenda Item***

**SUBJECT/TITLE:**



THE BOARD TO REVIEW AND DISCUSS THE FLORIDA DEPARTMENT OF TRANSPORTATION'S (FDOT) WORK PROGRAM PRIORITIES AND TAKE ANY ACTION DEEMED NECESSARY OR APPROPRIATE, AS AGENDAED BY THE COUNTY ADMINISTRATOR.

**MEETING DATE REQUESTED:**

FEBRUARY 1, 2016

**Statement of Issue:**

**Recommended Action:**

**Fiscal Impact:**

**Budgeted Expense:**

**Submitted By:** DUSTIN HINKEL, COUNTY ADMINISTRATOR 838-3500 X 7

**Contact:**

**SUPPLEMENTAL MATERIAL / ISSUE ANALYSIS**

**History, Facts & Issues:**

**Options:**

**Attachments:**