

**SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS
JUDICIAL ANNEX BUILDING
218 PARSHLEY STREET SOUTHWEST
LIVE OAK, FLORIDA 32064**

TENTATIVE AGENDA FOR DECEMBER 19, 2023, AT 5:30 P.M.

**Invocation
Pledge to American Flag**

ATTENTION:

- The Board may add additional items to this agenda.
- Affirmative action on any item includes authorization of the Chairman's or designee's signature on all associated documents.
- Individual speakers from the audience will be allowed three (3) minutes to speak following recognition by the Chairman and must speak from the podium. Speakers may only make one (1) trip to the podium to address concerns regarding all items on the consent agenda. (Filling out of Comment Card required, and forward to Chairman or County Administrator.)
- Groups or factions representing a position on a proposition or issue are required to select a single representative or spokesperson. The designated representative will be allowed to speak for seven (7) minutes following recognition by the Chairman and must speak from the podium. Speakers may only make one (1) trip to the podium to address concerns regarding all items on the agenda. (Filling out of Comment Card required, and forward to Chairman or County Administrator.)
- For general updates or questions regarding County business, contact the County Administrator during regular business hours at (386) 364-3400.

APPROVAL OF MINUTES:

1. a) December 4, 2023 – Special Meeting
b) December 5, 2023 – Regular Meeting
c) December 8, 2023 – Special Meeting

PUBLIC CONCERNS AND COMMENTS:

CONSENT:

2. Approval of payment of processed invoices.
3. Adoption of Resolution setting Fire Preventive Fee Schedule for fire permits, inspections, and other service fees.
4. Award bid and authorize the Chairman to execute a contract with LMC Steel for the construction of a new aircraft hangar (FDOT #440059) at the Suwannee County Airport, pending County Attorney review, and authorize staff to sign all related documents. Budget impact: 100% funded by FDOT.

5. Award bid and authorize Chairman to execute a contract with Curt's Construction in the amount of \$2,960,478.41 for construction of the Suwannee River Greenway from CR248 to Ichetucknee River, pending County Attorney review and authorize staff to execute all related documents. Budget impact: 100% funded by FDOT.
6. Approval of Agreement with JBrown Professional Group, Inc. for professional engineering services. (RFQ 2023-15, opened on August 15, 2023)
7. Approval of Agreement with Pitman Engineering for professional engineering services. (RFQ 2023-15, opened on August 15, 2023)
8. Approval of Agreement with North Florida Professional Services, Inc. for professional engineering services. (RFQ 2023-15, opened on August 15, 2023)
9. Approval of Subterranean Termite Control and Limited Warranties Agreement with Live Oak Pest Control, Inc. for eight (8) county facilities - budgeted item.
10. Authorization to advertise for Request for Qualifications for professional engineering services for the Wastewater Facility at the Suwannee County Catalyst site.
11. Authorization to purchase 2024 Ford F-350 Crew Cab 4WD with Knapheide work body in the amount of \$71,344 from Alan Jay Fleet sales utilizing Sourcewell Contract (formally NJPA) for Fire / Rescue. Budgeted item.
12. Authorization to purchase 2023 Ford F150 in the amount of \$41,463 from Alan Jay Fleet sales utilizing Sourcewell Contract (formally NJPA) for the Road Department. Budget impact: \$41,463 will be paid from the Road Department budget.
13. Declare Wes Haney Chevrolet as a sole source provider and authorize the purchase of a 2023 Chevrolet Silverado 1500 work truck in the amount of \$46,325.00 for the Road Department. Budget impact: \$17,885 from insurance, remaining balance to be paid from Road Department budget.

TIME-SPECIFIC ITEMS:

14. **At 5:35 p.m.** or as soon thereafter as the matter can be heard, **hold a public hearing** to consider the adoption of a resolution regarding Special Permit Request No. SP-23-12-01 by Russell DePratter & Vickie Music DePratter, to be granted a special permit under Section 4.4.5 (B) (14) of the Suwannee County Land Development Regulations for a Data Center for Bitcoin/Cryptocurrency Mining on property zoned Agriculture-1 (A-1)). (Ronald Meeks, Development Services Director)
15. **At 5:35 p.m.** or as soon thereafter as the matter can be heard, **hold a public hearing** to consider the adoption of a resolution regarding Special Permit for Temporary Use Request No. SPTU-23-11-01 by Harriette Wells and Curtis Gefrey Humphries, to be granted a special permit for temporary use under Section 14.10 of the Suwannee County Land Development Regulations for a 5-day Earth Skills Educational Gathering on property zoned Agriculture-1 (A-1). (Ronald Meeks, Development Services Director)

CONSTITUTIONAL OFFICERS ITEMS:

STAFF ITEMS:

COMMISSIONERS ITEMS:

COUNTY ATTORNEY ITEMS:

GENERAL BUSINESS:

16. **Additional Agenda Items.** The Chairman calls for additional items.

17. Administrator's comments and information.

18. Board Members Inquiries, Requests, and Comments.

December 4, 2023
Special Called Meeting
Airport Conference Room
Live Oak, Florida

8:00 a.m.

The Suwannee County Board of County Commissioners met on the above date and time for a special called meeting and the following were present: Chairman Travis Land; Commissioner Don Hale; and Commissioner Maurice Perkins. Commissioners Leo Mobley and Franklin White were not present. Deputy Clerks Eric Musgrove and Logan Woods and County Administrator Greg Scott were also present.

Chairman Land called the meeting to order at 8:07 a.m.

The first item on the agenda was renewal of a resolution declaring a Local State of Emergency due to Hurricane Idalia.

Commissioner Perkins moved to renew a resolution declaring a Local State of Emergency due to Hurricane Idalia. Commissioner Hale seconded, and the motion carried unanimously (3-0). (Resolution No. 2023-35-17)

County Attorney Morrison asked for an additional \$25,000 to cover land acquisition expenses.

Commissioner Perkins moved to authorize \$25,000 more into County Attorney Morrison’s land acquisition account. Commissioner Hale seconded, and the motion carried unanimously (3-0).

County Administrator Scott noted that the State was working on private road debris removal. He noted that this would affect public access private roads, not gated communities, although there may be one or two with gates left open that may qualify. He asked for a list of possible roads.

Commissioner Hale moved to adjourn the meeting. Commissioner Perkins seconded, and the motion carried unanimously.

There being no further business to discuss, the meeting adjourned at 8:11 a.m.

ATTEST:

_____, DC
BARRY A. BAKER
CLERK OF THE CIRCUIT COURT

TRAVIS LAND, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

5:30 p.m.

The Suwannee County Board of County Commissioners met on the above date and time for a regular meeting and the following were present: Chairman Travis Land and Commissioner Don Hale; Commissioner Maurice Perkins; Commissioner Leo Mobley; and Commissioner Franklin White. Chief Deputy Clerk of Finance Keith Gentry; Eric Musgrove, Deputy Clerk; Greg Scott, County Administrator; and Adam Morrison, County Attorney, were also present.

Chairman Land called the meeting to order at 5:30 p.m. and led the invocation and asked Commissioner Hale to lead the Pledge of Allegiance to the Flag of the United States of America.

Chairman Land then explained reasons for moving public concerns and comments to the beginning of the meeting. He suggested that the public speak to commissioners prior to the meeting, especially about consent items, and it was up to the commissioners to pull an item. For general business items, the public would be given an opportunity to speak.

PUBLIC CONCERNS AND COMMENTS:

Mr. Bo Hancock, 6135 Wiggins Road, stated that he had planned on speaking about public comments, but Chairman Land had clarified the issue. He then read into the record a news article claiming that the public was only allowed three minutes for the entire meeting and an editorial in the Lake City newspaper stating much the same.

Commissioner White clarified that he had always answered the public's questions and he didn't have any desire to change that.

Stacy Griffith, 1013 No Name Road, Branford, noted the Branford Christmas Festival over the coming weekend.

Mr. Robert Ford, 8896 135th Loop, noted that Heritage Park and Gardens would have Christmas at Heritage Park this coming weekend and also a ribbon-cutting event on January 18 to commemorate the opening of the Don Hale Cultural Center at Heritage Park.

Mr. Steve Fontana, 21181 144th Street, asked for clarification on the consent agenda public discussion. He asked how to receive the backup agenda documentation before the meeting. County Administrator Scott and Chairman Land noted that he just had to ask for it, and the information was also on the County website.

Mr. Moses Clepper, 14581 102nd Path, read a quote from Norman Vincent Peale about praise and criticism and noted that he was a strong supporter of transparent and open government.

Mr. Wayne Hannaka, 11883 93rd Road, Live Oak, thanked Chairman Land for his clarification of public comments and thanked the County Commission for being very interactive with its citizens.

Chairman Land noted that he had just clarified the new policy on public comments, not changed anything. He also mentioned that there were times when the Board could not share information with the public due to non-disclosure rules, but otherwise were an open book.

The Board agreed to leave public concerns and comments at the beginning of the meeting, and to add proclamations and presentations to the beginning as well.

MINUTES:

The first item on the agenda was to approve the minutes of the November 21, 2023 Regular Meeting and November 27, 2023 Special Meeting.

Commissioner White moved to approve the minutes of the November 21, 2023 Regular Meeting and November 27, 2023 Special Meeting. Commissioner Perkins seconded, and the motion carried unanimously.

CONSENT:

The second item on the agenda was to approve payment of \$3,443,437.89 in processed invoices.

The third item on the agenda was approval of a letter in support of the North Florida Economic Development Partnership's application for a Rural Regional Development Grant from Florida Commerce.

The fourth item on the agenda was approval of Rural Infrastructure Grant Agreement No. D0255 for construction of a sewer plant at the Catalyst Site, pending County Attorney review and recommendation. **(Agreement No. 2024-19)**

The fifth item on the agenda was approval of a Ring Power lease for six (6) CAT 120 motor graders for a 2-year term, pending County Attorney review, and authorize the County Administrator to execute all associated documents. Budgeted items. **(Agreement No. 2023-55)**

The sixth item on the agenda was approval of Florida Division of Emergency Management Grant Agreement No. Z3964 for reimbursement of Hurricane Idalia storm expenses, pending County Attorney review and assign the County Administrator as the authorized agent for the FDEM grant No. Z3964. **(Agreement No. 2024-20)**

The seventh item on the agenda was approval of an amendment to the agreement with RailUSA, owner of the Florida Gulf & Atlantic Railroad, LLC, regarding a change in Industry Track Inspections and GAR 8100 tariff charges associated with annual Switch Maintenance Fees. Budget impact: to be funded from the Board Professional Services line. **(Agreement No. 2021-67-01)**

The eighth item on the agenda was approval of Addendum No. 3 to the Interlocal Agreement between Suwannee County and the Town of Branford for recreational services. **(Agreement No. 2013-83-03)**

The ninth item on the agenda was approval of an agreement with Fred Fox Enterprises, Inc. for CDBG Housing Grant Administration (FRP No. 2023-07; bids were opened May 30, 2023; award approved June 20, 2023). **(Agreement No. 2023-68)**

The tenth item on the agenda was authorization to purchase an LED digital sign from Robson Corporation for the First Federal Bank Sportsplex due to damages from Hurricane Idalia. Budget impact: up to \$30,000 paid for by First Federal Bank and funds from the insurance claim.

The eleventh item on the agenda was authorization for the Chairman or his designee to execute the Sovereignty Submerged Lands Easement from the Department of Environmental Protection.

Commissioner Hale moved to approve consent items 2-11. Commissioner White seconded, and the motion carried unanimously.

CONSITUTIONAL OFFICERS ITEMS:

There were none.

STAFF ITEMS:

Chairman Land noted that Finance Director Gentry's 50th birthday was today and the public sang Happy Birthday to him.

Public Safety Director Eddie Hand discussed the Christmas on the Square event held the previous weekend and also noted an agreement for a decontamination trailer from Dixie County that he would be accepting. He also noted that there was a shortage of firefighters in Florida and he was looking at changing the work schedule for 2024 to one that had seen positive results everywhere it had been instituted.

Commissioner Hale asked about the decontamination trailer. Chief Hand replied that he would respond to the counties within the region when there were hazmat incidents, adding that the major providers of hazmat were Tallahassee and Gainesville.

Chairman Land stated that Mr. Jimmy Norris, Economic Development Director, had recently graduated from a nationwide Advanced Economic Development Leadership program and thanked him for his dedication.

Mr. Norris thanked the Board for the honor and appreciated their support. He updated the public on a meeting held the previous week by the County Commission and other County staff with the Department of Commerce, various presenters, and legislators about grants, legislative priorities, and economic development.

Discussion ensued on Suwannee Valley Electric Cooperative's work on Broadband since last year that was noted at the same meeting.

COMMISSIONERS ITEMS:

There were none.

COUNTY ATTORNEY ITEMS:

County Attorney Morrison reminded the Board of Commissioner White's lost bet regarding the Florida State-Florida football game.

Commissioner White stated, for the record, his realization of Florida State's dominance and superiority for at least the next twelve months in sports.

County Attorney Morrison stated that he was served with a letter of intention to sue from Morgan & Morgan regarding a citizen who had run into a pile of debris by the side of the road. The matter had been referred to the County's liability insurance.

GENERAL BUSINESS:

The twelfth item on the agenda was to hear an update from Greg Bailey, North Florida Professional Services, Inc.

Mr. Bailey updated the Board on 80th and 139th construction, 76th Street advertising authorization from the State, a pre-construction meeting for Express Street, Greenway Trail construction starting in January, 68th Terrace surveys and design layout, bidding was open for potable water main extension, and work continued on the Catalyst Site Master Plan.

Commissioner Hale asked when 76th Street construction would begin if advertised in January. Mr. Bailey replied that it would probably be April before construction began.

The thirteenth item on the agenda was 2024 Annual Committee Appointments.

Chairman Land stated that he would leave committee appointments the same as 2023 except for the Tourist Development Council, which required the Chairman to serve (see attached sheet).

Some discussion ensued on if the Chairman must serve on the Suwannee River Economic Council Board, but it did not appear that he did.

The fourteenth item on the agenda was Additional Agenda Items.

There were none.

The fifteenth item on the agenda was Administrator's comments and information.

County Administrator Scott updated the Board on a notification from Senator Corey Simon's office about approving DOT pickup of Hurricane Idalia debris on private access (non-gated) roads. The second pass of debris was almost complete, but there would be another pass before the project was completed. County Administrator Scott noted that 886,000 cubic yards of hurricane-related debris had been removed, not including onsite grinding/chipping. He also noted a legislative day in January and that DOT wished to make some changes to the air curtain at the Landfill to allow better burning of debris. County

Administrator Scott discussed upcoming land clearing for Catalyst Site projects and reminded the Board of the next meeting to extend the Local State of Emergency on Friday morning. He thanked the Board for their support of economic development that had been recognized at the State conference held the previous week and previously discussed by Mr. Norris.

The sixteenth item on the agenda was Board Members' inquiries, requests, and comments.

Commissioner Hale thanked Mr. Norris for his work with economic development and appreciated the conference held the previous week.

Commissioner White reminded the public of the Christmas event in Branford this weekend and thanked the Board for attending the previous week's conference. He clarified that it was never his intention to hide information from the public, but merely to streamline and speed up meetings.

Commissioner Perkins thanked County staff for their work and noted that the local Police Athletic League (PAL) won State championships. He asked for prayers for the Jessie Philpot family due to his untimely death.

Commissioner Mobley thanked staff and the community for their work and attendance.

Chairman Land reminded the Board of the Heritage Park and Gardens Christmas Festival this weekend and congratulated Finance Director Gentry's 50th birthday.

Commissioner White moved to adjourn the meeting. Commissioner Perkins seconded, and the motion carried unanimously.

There being no further business to discuss, the meeting adjourned at 6:29 p.m.

ATTEST:

_____, DC
BARRY A. BAKER
CLERK OF THE CIRCUIT COURT

TRAVIS LAND, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

2024 Committee Appointments

Appointed by Chairman on December 5, 2023

Airport

Maurice Perkins
Bill Prange
Experimental Aircraft Rep.
Allen Rice
P.O. Box 653
Steinhatchee, FL 32359

Recreation & Parks

Travis Land
Greg Scott

Small County Coalition

Maurice Perkins
Franklin White
Greg Scott

Development Authority Liaison

Don Hale
Franklin White – Alternate

Solid Waste

Franklin White
Greg Scott, County Administrator
Solid Waste Manager
Dennis Rafferty

Extension (Ag.) Advisory

Leo Mobley

Suwannee River Economic Council

(Revolving Appt. between member Ctys., SREC will advise)
Franklin White

Fair Board

Leo Mobley
Jason Furry

Suwannee River Task Force

Don Hale

Insurance/Group/Health/Casualty

Franklin White – Non-voting member
(Can vote in the case of a tie)
Sheriff Sam St. John
Greg Scott
Paula Pennington – Non-voting Member
Betty Lawrence
Eddie Hand

Suwannee Valley Transit Authority

(2 Commissioners per county)
Don Hale
Travis Land

Library

Travis Land
Friends of the Library Rep.
Greg Scott
Betty Lawrence

Transportation Disadvantage

Coordinating Board

Travis Land

Tourist Development Council

(BOCC Chm. must serve)
Travis Land
Franklin White – Alternate Vc. Chr.

Municipal Relations Standing Committee

(BOCC Chm. & Vc. Chm.)
Travis Land
Franklin White

Workforce Development

Maurice Perkins

North Central Florida Regional

Planning Council

Maurice Perkins

Affordable Housing Advisory Committee

Maurice Perkins

North Florida Economic Development Partnership

Don Hale

8:30 a.m.

The Suwannee County Board of County Commissioners met on the above date and time for a special called meeting and the following were present: Chairman Travis Land; Commissioner Don Hale; Commissioner Maurice Perkins; Commissioner Leo Mobley; and Commissioner Franklin White. Deputy Clerk Logan Woods and County Administrator Greg Scott were also present.

Chairman Land called the meeting to order at 8:33 a.m.

The first item on the agenda was renewal of a resolution declaring a Local State of Emergency due to Hurricane Idalia.

Commissioner White moved to renew a resolution declaring a Local State of Emergency due to Hurricane Idalia. Commissioner Mobley seconded, and the motion carried unanimously. (Resolution No. 2023-35-18)

County Administrator Scott discussed the bids received for the airport hangar construction, noting the low bidder was LMC Steel. He stated that the project was fully funded by FDOT and recommended approval of awarding the bid to LMC Steel. Although the contract was ready for Board approval at today's meeting, County Administrator Scott noted that it was not on today's agenda and with the short notice, the Board may wish to approve the contract at the next regular meeting to have time to review it.

Bill Prange, AECOM aviation engineer and project manager, discussed specifics of the building to be constructed, noting it was like the ones already at the airport but larger at 60 by 80 feet.

Chairman Land suggested that the Board address any questions they had to Mr. Prange regarding the construction but wait to approve awarding of the bid and approval of the contract as a consent item at the next regular Board meeting since it was not on today's agenda.

It was noted that there was not an issue with timing and the item could wait for approval until the next meeting.

Discussion ensued on the bid, bidders, and details of the hangar.

County Administrator Scott gave an update on the Building Department and the backlog of permits due to the high volume they were receiving. With some extra assistance from Marci Douglas, a retired Building Department employee, they had been able to work through more of the permits. He discussed some of the other issues that delayed permits, such as lack of correct information from the public on their applications.

Discussion ensued on contractors, permits, and online applications that the public could download and pre-fill.

County Administrator Scott stated the new batch of solid waste decals were now being mailed out and residents should start receiving them soon.

Chairman Land asked about debris removal pickup for large stumps left on the sides of the road, noting that although they were not the priority, they could become a hazard later.

Discussion ensued on continuing the Local State of Emergency, debris removal, that tree stumps were included in the removal process but required different equipment, and a recent meeting the Governor held with various agencies regarding storm recovery and resiliency.

Commissioner White moved to adjourn the meeting. Commissioner Hale seconded, and the motion carried unanimously.

There being no further business to discuss, the meeting adjourned at 8:50 a.m.

ATTEST:

_____, DC
BARRY A. BAKER
CLERK OF THE CIRCUIT COURT

TRAVIS LAND, CHAIRMAN
SUWANNEE COUNTY BOARD OF
COUNTY COMMISSIONERS

Agenda Item No. 2

Approval of payment of processed invoices.



Suwannee County Fire Rescue

13530 80th Terrace Live Oak, FL 32060

Eddie Hand, Fire Chief

Executive Summary

Objective:

Request approval of a resolution to set the fire prevention fee schedule for fire permits, inspections, and other service fees.

Description:

Fire Rescue needs to increase the fee schedule of fire permits, fire inspections, and other service fees to ensure that we are covering our cost of performing the work required to complete these tasks. This resolution would supersede resolution 2015-10.

Requested action:

We respectfully request Suwannee County Board of County Commissioners to approve the resolution to set the fire prevention fee schedule for fire permits, inspections, and other service fees.

Budget Impact:

No Budget Impact.

Respectfully submitted:

Dated: December 19, 2023

Eddie Hand
Fire Chief

RESOLUTION No. 2023 _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, SUPERSEDING RESOLUTION 2015-10, FIRE PREVENTION FEE SCHEDULE FOR FIRE PERMITS, INSPECTIONS AND OTHER SERVICE FEES.

WHERE AS, pursuant to section 633.208(2), Fla. Sta., requires each county with fire safety responsibilities to enforce the Florida Fire Prevention Code as minimum fire safety code; and,

WHERE AS, pursuant to section 633.216(1), Fla. Sta., As the governing body of the County, the Board of County Commissioners is authorized to establish a schedule of fees to pay for the cost of inspections conducted and administrative expenses provided or incurred by fire safety inspections for fire safety enforcement responsibilities; and,

WHERE AS, the Board desires by this resolution to establish said schedule of fees for the inspections, administration, and enforcement of said fire safety enforcement responsibilities; and,

WHERE AS, this Resolution shall supersede Resolution 2015-10.

NOW THEREFORE, be it resolved the Board of County Commissioners of Suwannee County, Florida:

Section 1 Fire Inspections and Services

The Board of County Commissioners of Suwannee County does hereby adopt the following schedule of permit fees for fire permits, inspections, and services.

Fire Review	Fee
Habitable sq. ft. floor area	35% of permit fee
Non-habitable sq. ft. floor area	20% of permit fee
Plan Resubmittal	1 st no charge- thereafter \$125.00
Fire Permits & Inspections	Fee
Change of Occupancy/Certificate	\$50.00
Commercial kitchen exhaust hoods	\$100.00 +2% of contract value over \$1,000
Fire suppression systems	\$100.00 +2% of contract value over \$1,000
Fire hydrants and water control valves	
Fire alarm inspection (of the 50 devices)	\$100.00 + 2% of value over \$1, 000

Fire Sprinkler Systems	\$150.00 +2% of contract value over \$1,000
Fire Pumps	\$175.00
Private Fire Service Water Mains	\$100.00
Standpipes	\$100.00
Annual inspections	0.00
Home safety surveys	0.00
Reinspection fee (first time)	0.00
Reinspection fee (2 nd time)	\$50.00
Reinspection fee (thereafter)	\$200.00
Fire Alarm Nuisance	Fee
1 st 3 false alarms in a 12-month period	0.00
Next 3 false alarms in 12-month period	\$150.00
False alarms thereafter in 12-month per	\$300.00
Permits for activities, operations, and special events	Fee
Fireworks – public display	\$65.00
Tenants in membrane structures	\$65.00
Food Trucks	\$65.00
Conventions/tradeshows/exhibits/special events	\$110.00
Retail sales of fireworks	\$75.00
Special Event Services	Fee
Firefighter / Paramedic	\$45.00 per hour
Fire Officer	\$65.00 per hour
Inspector	\$65.00 per hour
Fire Watch	\$50.00 per hour
Administrative	Fee
All-Terrain Vehicle	\$5.00 per hr.
Fire Engine-Brush Truck-Tanker	\$35.00 per hr.
Rescue Vehicle	\$35.00 per hr.

Section 2 Refund/Cancellation Policy

A refund of fees for cancelled inspections, special events or standby services will only be available if cancellation occurs 48 hours in advance of the time of the anticipated service.

Section 3 Effective Date

The fees stated herein shall be effective immediately upon adoption of this resolution.

PASSED, ADOPTED and APPROVED, this ____ day of January 2024

SUWANNEE COUNTY COMMISSIONERS
OF SUWANNEE COUNTY, FLORIDA

TRAVIS LAND
Chairman

ATTEST:

By: _____
BARRY A. BAKER
Clerk

2015
RESOLUTION NO. ~~2014~~ 10

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, ESTABLISHING FIRE PREVENTION FEE SCHEDULE FOR FIRE PERMITS, INSPECTIONS AND SERVICES.

WHEREAS, pursuant to sec. 633.216, *Fla. Stat.*, as the governing body of the County, the Board of County Commissioners is authorized to establish a schedule of fees to pay for the costs of inspections and administrative expenses provided or incurred by firesafety inspectors for firesafety enforcement responsibilities; and,

WHEREAS, the Board desires by this resolution to establish said schedule of fees for the inspections, administration and enforcement of said firesafety enforcement responsibilities.

NOW THEREFORE, be it resolved the Board of County Commissioners of Suwannee County, Florida:

Section1 Fire Inspections and Services

The Board of County Commissioners for Suwannee County does hereby adopt the following schedule of permit fees for fire permits, inspections and services.

Fire Review-Commercial Buildings	Fee
A. 00 - 5,000 sq. ft.	\$0.05 per sq. ft.
B. 5,001 - 10,000	A plus \$0.015 sq. ft. over 5,000
C, 10,001 - 20,000	A + B plus \$0.01 sq. ft. over 10,000
D. 20,001 - 40,000	A + B + C plus \$0.0075 sq. ft. over 20,000
E. 40,001 sq. ft. - plus	A + B + C + D plus \$0.005 sq. ft. over 40,000
Fire Permits and Inspections	Fee
Certificate of Occupancy	\$30.00
Commercial Kitchen Exhaust Hoods	\$45.00
Fire Suppression Systems	\$45.00
Fire Hydrants and Water Control Valves	\$45.00
Fire Alarm Inspection (up to 50 devices)	\$55.00 (add \$1.50 for each device over 50)
Fire Sprinkler Systems	\$65.00 base plus \$.50 for each sprinkler head
Fire Pumps	\$45.00
Private Fire Service Water Mains (permitted separately from fire suppression system)	\$45.00
Stand Pipes	\$85.00
Annual Inspections	\$0.00
Home Safety Surveys	\$0.00
Weed/Hazard Abatement Inspection	\$0.00
Permits for Activities, Operations & Special Events	Fee
Fireworks-Public Display (Pyrotechnics before a proximate audience)	\$50.00

Tents & Membrane Structures	Per site \$50.00
Conventions/Tradeshows/Exhibits/Special Events	\$75.00
Retail Sales of Fireworks	\$50.00
Stand-by-Services	
Brush Truck	Per hour \$80.00
Engine	Per hour \$150.00
Rescue	Per hour \$110.00
Tanker	Per hour \$70.00
Special Code Enforcement Activities & Fire Watch	Per hour \$40.00
Administrative Miscellaneous	
Incident Report	\$10.00
Inspection Report	\$10.00
Investigation Report	\$10.00
Digital Photos on disc	\$7.50
Fire Service & Protection Class Letter	\$15.00
Re-Inspection Fee(first time)	\$35.00
Re-Inspection Fee (thereafter)	\$50.00

Section 2 - Refund/Cancellation Policy

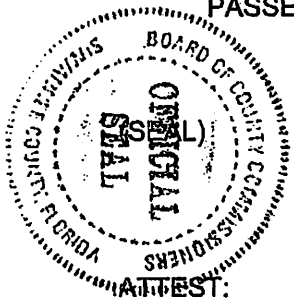
Refund of fees for cancelled inspections, special events or standby services will only be available if cancellation occurs 48 hours in advance of time of anticipated service.

PASSED, ADOPTED and APPROVED, this 5th day of November, 2014.

BOARD OF COUNTY COMMISSIONERS
OF SUWANNEE COUNTY, FLORIDA

Phillip Oxendine

PHILLIP OXENDINE
Chairman



By:

Barry A. Baker
BARRY A. BAKER
Clerk

Suwannee County Airport

Executive Summary

Objective:

To award bid for Construction of New Aircraft Hangar (FDOT #440059) at the Suwannee County Airport to LMC Steel, to approve the contract (pending review by County Attorney), to authorize the Chairman to sign the contract and to allow staff to sign all related documents.

Considerations:

Approval to go out to bid was given on August 15, 2023.

The grant agreement was approved on November 11, 2021.

LMC Steel is the low bidder for this project with a bid of \$435,634.00.

Our AECOM Airport Engineer has recommended LMC Steel and an award recommendation letter along with a bid tabulation sheet is included.

Budget Impact: 100% of funds will be reimbursed from FDOT.

Recommendation:

We respectfully request the Suwannee County Board of County Commissioners to award the bid for Construction of New Aircraft Hangar (FDOT #440059) to LMC Steel; to approve the contract (pending review by County Attorney), to authorize the Chairman to sign the contract and to allow staff to sign all related documents.

Respectfully submitted:

Dated: December 5, 2023

Greg Scott
County Administrator



November 20, 2023
60698327

Mr. Greg Scott
County Administrator
13150 80th Terrace
Live Oak, FL 32064

**RE: Suwannee County Airport
Construct New Aircraft Hangar
FDOT No. 440059-1, Suwannee County Bid No. 2023-19
Recommendation of Award**

Dear Greg:

On November 1, 2023, five bids were received for the referenced project and publicly opened and read aloud. The following is a list of bidders and the amount bid (see enclosed Bid Tabulation) by each:

Company	Bid Amount
LMC Steel	\$435,634.00
Music Construction, Inc.	\$448,935.00
Slack Construction, Inc.	\$526,995.00
D-Mar General Contracting & Development, Inc.	\$727,176.47
Scherer Construction of North FL, LLC	\$946,570.20
Engineer's Estimate	\$671,935.00

The unit pricing for each bidder is detailed in the attached Bid Tabulation. Minor mathematical errors have been corrected. These errors did not affect the outcome of the bidding or the bid order.

We have evaluated the qualifications of LMC Steel and, in our opinion, we believe they are qualified to perform the work. We recommend they be awarded a contract for the Total Bid in the amount of Four Hundred Thirty-Five Thousand Six Hundred Thirty-Four and 00/100 Dollars (\$435,634.00). This recommendation is subject to the legal and financial review of Suwannee County and the Florida Department of Transportation.

Please call if you have any questions or need additional information.

Sincerely,
AECOM Technical Services, Inc.

William R. Prange, PE
Project Manager
Enclosures

cc: Donna Whitney, FDOT D2
Project File

BID TABULATION		Date of Bid Opening: November 1, 2023		OFFICIAL NAME AND LOCATION OF AIRPORT				FDOT FM NO.:		SUNWANNEE COUNTY BID NO.:		AECOM PROJECT NO.:		ENGINEER'S ESTIMATE		CONTRACTOR		CONTRACTOR		CONTRACTOR		CONTRACTOR			
SPONSOR'S NAME AND ADDRESS				Suwannee County Airport				440059-1		2023-19		60698327		AECOM Technical Services, Inc.		LMC Steel PO Box 357 O'Brien, FL 32071		Music Construction, Inc. 1528 Canyon Ave. NE Live Oak, FL 32064		Slack Construction, Inc. 2011 NE 8th Road Ocala, FL 34470		D-Mar General Contracting and Development, Inc. 1453 S. MLK Jr Ave Clearwater, FL 33756		Scherer Construction of North Fla, LLC 2504 NW 71st Place Gainesville, FL 32653	
Suwannee County 1201 Silas Drive SW Live Oak, FL 32064				Live Oak, FL																					
Digitally signed by Prange, Bill DN: cn=Prange, Bill, ou=USTPA1, email=bill.prange@aecom.com Date: 2023.11.20 10:57:38 -05'00'																									
BID NO.	ITEM NO.	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL			
1	C-102-5.1	TEMPORARY SILT FENCE, TYPE III	LF	165	\$3.00	\$495.00	\$1.75	\$288.75	\$4.00	\$660.00	\$5.40	\$891.00	\$107.75	\$17,778.75	\$3.36	\$554.40									
2	C-102-5.2	TEMPORARY INLET PROTECTION	EA	2	\$250.00	\$500.00	\$300.00	\$600.00	\$250.00	\$500.00	\$694.00	\$1,388.00	\$9,041.55	\$18,083.10	\$560.00	\$1,120.00									
3	C-105-6.1	MOBILIZATION (NOT TO EXCEED 10% OF THE TOTAL BID AMOUNT)	LS	1	\$61,000.00	\$61,000.00	\$29,300.00	\$29,300.00	\$44,000.00	\$44,000.00	\$21,340.00	\$21,340.00	\$71,890.00	\$71,890.00	\$94,000.00	\$94,000.00									
4	C-105-6.2	SAFETY, SECURITY, AND MAINTENANCE OF TRAFFIC	LS	1	\$2,500.00	\$2,500.00	\$7,800.00	\$7,800.00	\$2,500.00	\$2,500.00	\$17,679.00	\$17,679.00	\$29,364.80	\$29,364.80	\$17,360.00	\$17,360.00									
5	P-151-4.1	CLEARING AND GRUBBING	SY	650	\$4.00	\$2,600.00	\$2.75	\$1,787.50	\$5.00	\$3,250.00	\$24.03	\$15,619.50	\$44.61	\$29,026.50	\$78.40	\$50,960.00									
6	P-152-4.1	EXCAVATION AND EMBANKMENT	CY	1900	\$20.00	\$38,000.00	\$12.00	\$22,800.00	\$10.00	\$19,000.00	\$16.47	\$31,293.00	\$16.87	\$32,053.00	\$89.50	\$170,240.00									
7	P-152-4.2	OFF-SITE BORROW	CY	500	\$35.00	\$17,500.00	\$6.75	\$3,375.00	\$3.00	\$1,500.00	\$4.05	\$2,025.00	\$4.15	\$2,075.00	\$28.00	\$14,000.00									
8	T-904-5.1	SODDING	SY	1150	\$5.00	\$5,750.00	\$6.50	\$7,575.00	\$25.00	\$28,750.00	\$59.19	\$68,067.50	\$4.15	\$4,772.50	\$2.50	\$3,220.00									
9	430-96	6" PVC WATER PIPE	LF	203	\$30.00	\$6,090.00	\$6.50	\$1,319.50	\$25.00	\$5,075.00	\$59.19	\$12,015.57	\$80.61	\$16,363.83	\$50.40	\$10,231.20									
10	D-751-5.1	INLET, TYPE D, INCLUDING H2O GRATE	EA	1	\$10,000.00	\$10,000.00	\$2,700.00	\$2,700.00	\$5,000.00	\$5,000.00	\$7,077.75	\$7,077.75	\$12,778.14	\$12,778.14	\$10,640.00	\$10,640.00									
11	13125-H1	60' X 80' PRE-MANUFACTURED HANGAR WITH HYDRAULIC/ELECTRIC DOOR - COMPLETE IN PLACE	LS	1	\$480,000.00	\$480,000.00	\$320,650.75	\$320,650.75	\$331,000.00	\$331,000.00	\$327,148.88	\$327,148.88	\$385,841.18	\$385,841.18	\$528,474.68	\$528,474.68									
12	E-1	ELECTRICAL DISTRIBUTION SYSTEM FROM TRANSFORMER TO HANGAR AND	LS	1	\$28,500.00	\$28,500.00	\$13,925.00	\$13,925.00	\$18,000.00	\$18,000.00	\$64,189.80	\$64,189.80	\$81,291.00	\$81,291.00	\$23,520.00	\$23,520.00									
13	U-1	PROPOSED 2" SCHEDULE 40 PVC WATER SERVICE LINE INCLUDING ALL	LS	1	\$12,000.00	\$12,000.00	\$3,800.00	\$3,800.00	\$2,500.00	\$2,500.00	\$4,968.00	\$4,968.00	\$16,147.60	\$16,147.60	\$13,440.00	\$13,440.00									
14	U-2	PROPOSED 3/4" SCHEDULE 40 PVC WATER FEED LINE INCLUDING ALL	LS	1	\$7,000.00	\$7,000.00	\$1,700.00	\$1,700.00	\$1,500.00	\$1,500.00	\$5,662.00	\$5,662.00	\$14,391.27	\$14,391.27	\$8,809.92	\$8,809.92									
TOTAL BID						\$671,935.00		\$435,634.00		\$448,935.00		\$526,895.00		\$727,176.47		\$946,570.20									

SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT

This AGREEMENT, made and entered into this 8th day of **December, 2023**, between **Suwannee County Board of County Commissioners**, hereinafter designated the Owner, party of the first part, and **LMC Steel** of the City of **O'Brien**, State of **Florida**, hereinafter designated the Contractor, party of the second part,

WITNESSETH:

THAT THE PARTIES to these presents, each in consideration of the undertakings, promises and agreements on the part of the other, herein contained, have undertaken, promised and agreed, and do hereby undertake, promise, and agree; the party(ies) of the first part for itself, its successors, and assigns, and the party(ies) of the second part for (its), (itself), and (its), (their) heirs, executors, administrators, successors, and assigns; as follows:

That the party(ies) of the second part in consideration of the sums of money herein specified to be paid by said party of the first part to said party(ies) of the second part, shall and will at its, their own cost and expense furnish all design, labor, materials, tools, and equipment for the **FDOT FPID NO. 440059-1, Construct New Aircraft Hangar** in accordance with:

- The Plans;
- The Specifications, Bidding and Contract Requirements, General and Supplementary General Conditions;
- All Addenda, issued prior to opening of Bids;

all therein referred to as the Contract Documents, are hereby made a part of this Contract, all of said work to be fully completed to the acceptance of and by the **Suwannee County Board of County Commissioners** the amount of **Four Hundred Thirty Five Thousand Six Hundred Thirty Four dollars and 00/100 (\$435,634.00)** as bidder the unit prices in the bid schedule.

If the Contractor fails to comply with any of the terms, conditions, provisions, or stipulations of this Contract, according to the true intent and meaning thereof, then the party of the first part may avail itself of any or all remedies provided in that behalf in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

That the Contractor shall commence the Work within ten (10) days of the date set by the Owner in a written Notice-To-Proceed and shall substantially complete all work under this Contract **240** calendar days after Notice-to-Proceed.

The Owner hereby agrees to pay to the Contractor for the said work the Lump sum price set forth in the BID SCHEDULE, at the times and manner set forth in the Contract Documents. Payments to the Contractor by the Owner shall be made upon presentation of the proper certificates to the Owner and upon terms set forth in the Contract Documents.

It is mutually agreed between the parties hereto that time is the essence of this Contract, and in the event the Construction is not substantially complete by the date specified below in COLUMN I of the CONSTRUCTION SCHEDULE, it is agreed that from any money due or to become due the Contractor or his Surety, the Owner may retain the dollar amount shown below in COLUMN II per day for each calendar day thereafter, Sundays and Holidays included, that the work remains

incomplete, not as a penalty but as liquidation of a reasonable portion of damages that will be incurred by the Owner by failure of the Contractor to complete the work within the times stipulated:

PROJECT SCHEDULE

<u>DESCRIPTION</u>	<u>COLUMN I</u> Calendar Days per Phase	<u>COLUMN II</u> Liquidated Damages per Calendar Day if Work is not Completed by the Calendar Days Shown in Column I
Phase 1 – Mobilization*	120 Calendar Days	\$100.00
Phase 2 - Construction	90 Calendar Days	\$250.00
Phase 3 – Substantial Completion	30 Calendar Days	\$250.00
Total Project	240 Calendar Days	\$500.00

* Mobilization includes submittals and building permits.

It is further mutually agreed between the parties hereto that if, at any time after the execution of the Agreement (including the various guarantee periods thereunder) and the Surety Bonds hereto attached, the Owner shall deem the surety or sureties upon such bond or bonds to be unsatisfactory, or if, for any reason, such bond or bonds cease to be adequate to cover the performance of the work or the prompt payment for said labor, materials, supplies and services, the Contractor shall, at his own expense within five (5) days from the date of written notice from the Owner to do so, furnish additional bond or bonds in such form and amount, and with such surety or sureties, as shall be satisfactory to the Owner. In such event, no further payment to the Contractor shall be deemed due under this Agreement until such new or additional bond or bonds are furnished in a manner and form satisfactory to the Owner.

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement the day and year first above written in two counterparts, each of which shall without proof of accounting for the other counterpart, be deemed an original Contract.

Signed. Sealed and Delivered in
the presence of:

Suwannee County Board of County Commissioners
OWNER
(Party of the First Part)

BY: _____
Travis Land, Chairman

ATTEST:

BY: _____
(Seal)

**CONTRACTOR
(Party of the Second Part)**

BY: _____

TITLE: _____
(Seal)

(Contractor shall indicate whether
Corporation, Partnership, Company
or Individual

ATTEST BY: _____

TITLE: _____

The person signing shall in his own
handwriting sign the principals
name, his own name, and his title.
Where the person signing for a
corporation is other than the
President, he shall, by affidavit,
show his authority to bind the corporation.
A corporate seal is required for all
Companies that are incorporated.

Out-of-state Contractors must
affix Florida tax registration
number.

END OF CONTRACT

SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that **LMC Steel**, as Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the **Suwannee County Board of County Commissioners** as obligee, hereinafter called Owner, in the amount **Four Hundred Thirty Five Thousand Six Hundred Thirty Four dollars and 00/100 (\$435,634.00)** for the payment of which Contractor and Surety bond themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated **December 8, 2023**, entered into a Contract with Owner for **FDOT FPID NO. 440059-1, Construct New Aircraft Hangar at Suwannee County Airport** in accordance with all of the Contract Documents consisting of the Plans and Project Manual, and all addenda or other revisions prepared by the **Suwannee County Board of County Commissioners**, which Contract is be reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the conditions of the above obligation is such that if the said Contractor shall well and faithfully perform the things agreed by him to be done and performed according to the terms of said Contract, and shall promptly make payments to all persons supplying labor, material, and supplies used directly or indirectly by the said Contractor, or subcontractors, in the prosecution of the work provided for in said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, material men, or laborer having a just claim, as well as for the Obligee herein, then this obligation shall be void, otherwise, the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said Contract or on or to the plans and specifications thereof shall in any way affect the obligation of said Surety or its Bond.

The said Surety shall inform the Owner thirty (30) days prior to expiration of this bond, by giving notice by registered mail.

Signed and sealed this _____ day of _____ 2023.

Principal must indicate whether corporation, partnership, company or individual)

Principal

The person signing shall, in his own handwriting, sign the principals name, his own and his title. Where a person signing for a corporation is other than the President or Vice President, he must, by affidavit as contained herein, show his authority to bind the corporation.

By: _____

Title _____

(Contractor's corporate seal)

(Affix Surety's corporate seal)

Surety

By: _____

_____, 2023
COUNTERSIGNED:

Florida Resident Agent

Florida License Number

(Attach "BOND AFFIDAVIT" on copy of form bound in these specifications)

END OF PAYMENT BOND

SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that **LMC Steel**, as Principal, hereinafter called Contractor, and _____ as Surety, hereinafter called Surety, are held and firmly bound unto the **Suwannee County Board of County Commissioners** as obligee, hereinafter called Owner, in the amount of **Four Hundred Thirty Five Thousand Six Hundred Thirty Four dollars and 00/100 (\$435,634.00)** for the payment of which Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated **December 8, 2023**, entered into a Contract with Owner for **FDOT FPID NO. 440059-1, Construct New Aircraft Hangar at Suwannee County Airport** in accordance with all of the Contract Documents consisting of the Plans and Specifications, and all addenda or other revisions prepared by the **Suwannee County Board of County Commissioners** which Contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of the above obligation is such that if the said Contractor shall well and faithfully perform the things agreed by him to be done and performed according to the terms of said Contract, and shall promptly make payments to all persons supplying labor, material, and supplies used directly or indirectly by the said Contractor, or subcontractors, in the prosecution of the work provided for in said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, material men, or laborer having a just claim, as well as for the Obligee herein, then this obligation shall be void, otherwise, the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or on or to the plans and specifications thereof shall in any way affect the obligation of said Surety or its Bond.

The said Surety further stipulates and agrees that in the event of a default or deficiency on the part of the Contractor amounting to a breach of the Contract, the Owner may, by giving notice by registered mail to Contractor and Surety, require that such default or deficiencies be remedied within ten (10) days from the date of such notice. Failure so to remedy or to take proper steps to remedy such defaults or deficiencies within said period shall be cause for the Owner to require that Surety take over and prosecute the work under the Contract and to take over all obligations pertaining thereto. In the event the work under the Contract is taken over by the Surety in a manner satisfactory to the Owner, the Owner will pay to the Surety henceforth all amounts due and to become due under the Contract, including amendments, less the balance of the Contract price previously paid to the Contractor and less liquidated damages, if assessed. The Owner shall not be liable for any monies not due on the Contract and shall not be made a party to any dispute between Contractor and Surety.

If the Surety does not take over the work in a satisfactory manner within ten (10) days after the notice of default or does not proceed with completing the work in accordance with the Contract, the Owner shall have full power and authority, without impairing the obligation of the Contract or the Contract Bond, to take over the completion of the work; to appropriate or use any or all material and

equipment that may be suitable; to enter into agreements and provisions thereof; or to use such other methods as may be required for completion of the Contract. The Contractor and his Surety shall be liable for all costs incurred by the Owner in completing the work and for all liquidated damages in conformity with the terms of the Contract. If the sum of such liquidated damages and the expense so incurred by the Owner is less than the sum which would have been payable under this Contract if it had been completed by the Contractor or his Surety, the Contractor or his Surety shall be entitled to receive the difference; and if the sum of such expense and such liquidated damages exceeds the sum which would have been payable under the Contract, the Contractor and his Surety shall be liable and shall pay to the Owner the amount of such excess. Notice to the Contractor shall be deemed to have been served when delivered to the man in charge of any office used by the Contractor, his representative at or near the work, or by registered mail addressed to the Contractor at his last known place of business.

The said Surety further stipulates and agrees that this bond is also given and made as a guarantee insuring the Owner against loss resulting from costs of repairing, replacing, or reconstructing any portion of the work performed or equipment furnished under the Contract, because of failure to perform as specified or from being defective in any manner whatsoever. This bond shall remain in full force and effect for a period of one year after the date of written recommendation and of acceptance by the Owner.

The said Surety shall inform the Owner thirty (30) days prior to expiration of this bond, by giving notice by registered mail.

Signed and sealed this _____ day of _____, 2023.

Principal must indicate whether
corporation, partnership,
company or individual

Principal

The person signing shall, in his own handwriting, sign the principals name, his own name, and his title. Where a person signing for a corporation is other than the President or Vice President, he must, by affidavit as contained herein, show his authority to bind the corporation.

By: _____

Title: _____

(Contractor's corporate seal)

(Affix Surety's corporate seal)

Surety

By: _____

_____, 2023

Countersigned:

Florida Resident Agent

Florida License Number

(Attach "BOND AFFIDAVIT" on copy of form bound in these specifications)

END OF PERFORMANCE BOND

SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS

BOND AFFIDAVIT

State of _____

County of _____

Before me, the undersigned authority, personally appeared _____, who, being duly sworn, deposes and says that he is a duly authorized (resident) (nonresident) insurance agent, properly licensed under the laws of the State of _____ and the State of Florida, to represent _____ of _____ (company name), a company authorized to make corporate surety bonds under the laws of the State of Florida.

Said _____ further certifies that as Attorney-in-fact for the said _____ he has signed the attached bond in the sum **Four Hundred Thirty Five Thousand Six Hundred Thirty Four dollars and 00/100 (\$435,634.00)** on behalf of **LMC Steel** covering the **Suwannee County Board of County Commissioners, FDOT FPID NO. 440059-1, Construct New Aircraft Hangar at Suwannee County Airport, Suwannee County, Florida.**

Said _____ further certifies that the premium on the said bond is _____ which will be paid in full direct to him as Attorney-in-fact, and included in his regular accounts to the said _____, and that he will receive his regular commission of _____ percent as Attorney-in-fact for the execution of said Bond and that his commission will not be divided with anyone except as follows: _____ percent to _____ (company name), who is duly authorized resident insurance agent and properly licensed under the laws of the State of Florida.

Countersigned:

Florida Resident Agent and Attorney-in-Fact

Florida License Number

ACKNOWLEDGMENT FOR ATTORNEY-IN-FACT

Sworn to and subscribed before me

this ____ day of _____, 2023.

Notary Public, State of _____
My Commission expires _____.

END OF BOND AFFIDAVIT

SUWANNEE

Parks & Recreation

Executive Summary

Objective:

To award bid for Construction of the Suwannee River Greenway from CR 248 to Ichetucknee River; to approve the contract, pending review by County Attorney; to authorize the Chairman to sign the contract and to allow staff to sign all related documents.

Considerations:

The project was approved November 5, 2019.

Bids were opened October 17, 2023.

Curt's Construction was the low bidder at \$2,960,478.41.

Budget Impact: 100% funds reimbursed from FDOT.

Recommendation:

We respectfully request the Suwannee County Board of County Commissioners to award bid for Construction of the Suwannee River Greenway from CR 248 to Ichetucknee River to Curt's Construction; to approve the contract, pending review by County Attorney; to authorize the Chairman to sign the contract and to allow staff to sign all related documents.

Respectfully submitted:

Dated: December 19, 2023

Jason Furry, CPRP
Parks & Recreation Director

Notice of Award

Dated December 19, 2023

Project: Suwannee River Greenway Trail	Owner: Suwannee County Board of County Commissioners	Owner's Contract No.: 2023-20
Contract: From CR 248 to Ichetucknee Springs River Bridge Crossing		Engineer's Project No.: LSUW

Bidder: Curt's Construction, Inc.

Bidder's Address: (send Certified Mail, Return Receipt Requested): 519 NW Crawford Court White Springs, FL 32096

You are notified that your Bid dated October 13, 2023, for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the Suwannee River Greenway from CR 248 to Ichetucknee River.

The Contract Price of your Contract is Two Million Nine Hundred Sixty Thousand Four Hundred Forty Seventy Eight Dollars and Forty-one Cents (\$2,960,478.41)

2 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

3 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 14 days of the date you receive this Notice of Award.

1. Deliver to the Owner [2] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01) and Supplementary Conditions (Paragraph SC-5.01).]
3. Other conditions precedent:

N/A

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner
By: _____
Authorized Signature

Title

Copy to Engineer

AGREEMENT

THIS AGREEMENT is by and between Suwannee County Board of County Commissioners (hereinafter called OWNER) and Curt's Construction, Inc. (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, as defined in Article 9 herein. The Work is generally described as follows:

The project includes, but is not limited to Trail construction, resurfacing, reclamation, lighting construction, 2minor structure construction and other incidental items from CR248 to the Ichetucknee River.

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: **US 27 SUWANNEE RIVER GREENWAY TRAIL, FROM CR 248 TO ITCHETUCKNEE RIVER**

ARTICLE 3 - ENGINEER

3.01 The ENGINEER on the project shall also be the Project Manager. The ENGINEER will 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. ENGINEER's Consultant, who designed the project, is identified in the Supplementary Conditions.

ARTICLE 4 - CONTRACT TIME

4.01 The following schedule will apply to the project:

- Award of contract by the Board of County Commissioners.
- CONTRACTOR shall return an executed copy of the contract to North Florida Professional Services within **14 calendar days** following award of the contract by the Board of County Commissioners.
- No more than **21 calendar days** following award of project, CONTRACTOR shall provide North Florida Professional Services evidence of Construction Bond (if applicable) and a Project Schedule. Notice to Proceed will then be issued.
- No more than **30 calendar days** following award of bid by the Board of County Commissioners, CONTRACTOR shall have **Substantial Construction started**. Construction shall thereafter be continuous with full staffing and equipment until project is completed. Definition of **Substantial Construction**: **All necessary equipment and personnel are on site and fully engaged in construction activities associated with the project specifications. Posting of signs, installation of silt fence and similar light duty work DOES NOT satisfy the requirements of substantial construction.**
- Failure to comply with the aforementioned timeline may result in the County voiding the contract and the County beginning negotiations with the next lowest qualified bidder.
- Time extension requests shall be forwarded to the County Administrator for consideration. The County Administrator will convene a meeting with the CEI and the County Attorney to consider the request. The decision of the committee will be final.

- No work is allowed on Sundays or County designated holidays.

4.02 Total contract time shall not exceed 260 calendar days

4.03 *Liquidated Damages*

Liquidated damages will be assessed to the CONTRACTOR at \$2,500 per day.

ARTICLE 5 - CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Itemized Construction Cost Form, attached hereto as Exhibit B for a total contract amount not to exceed **Two Million, Nine Hundred Sixty Thousand Four Hundred Seventy-Eight Dollars and Forty-One Cents (2,960,478.41)**.

5.02 A copy of the CONTRACTOR'S bid tab is attached.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

CONTRACTOR shall submit to ENGINEER a detailed payment application based on items shown on bid form. The CONTRACTOR shall sign and submit the detailed application for payment in accordance with Article 14 of the Standard General Conditions of the Construction Contract. The detailed application for payment will be processed by ENGINEER as provided in the Standard General Conditions of the Construction Contract.

6.02 *Progress Payments; Retainage*

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's payment application on monthly basis during performance of the Work, less such amounts as ENGINEER shall determine, in accordance with paragraph 14.02.B.5 of the Standard General Conditions of the Construction Contract and less 100% 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 as described in Section 14.04, Standard General Conditions of the Construction Contract. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the Standard General Conditions of the Construction Contract (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, Part IV, Technical Specifications, Bidding and Construction Contract Documents for the Project.
- B. The Owner shall withhold, from each progress payment made to the contract, 10% as retainage. Retainage will be released (paid) to the CONTRACTOR when the project is completed and has been accepted by the COUNTY and FDOT.

6.03 *Final Payment*

Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the Standard General Conditions of the Construction Contract, OWNER shall pay the remainder of the Contract Price as

recommended by ENGINEER as provided in said paragraph 14.07.

6.04 Payment

All payments for the Work shall be made in accordance with the "Local Government Prompt Payment Act", Sections 218.70, et seq., Florida Statutes.

Article 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the Standard General Conditions of the Construction Contract shall bear interest at the rate of 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. This contract consists of all items listed herein and all documents, specifications and requirements included in the bid package prepared by North Florida Professional Services and the COUNTY, and all responses to questions received during the bid solicitation.
- B. CONTRACTOR has examined and carefully studied the requirements of the Local Small Business Procurement Program.
- C. 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.
- D. 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.
- E. 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 Standard General Conditions of the Construction Contract 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 Standard General Conditions of the Construction Contract.
- F. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done 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 applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- G. 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.
- H. 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 all the Contract Documents.

- I. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in all the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with all the Contract Documents.
- J. CONTRACTOR has given Issuing Office written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by Issuing Office is acceptable to CONTRACTOR.
- K. 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
 - 2. Construction Performance Bond
 - 3. Construction Documents for L190505SUW- US 27 Suwannee River Greenway Trail, from CR 248 to Ichetucknee River, specifically including:
 - a. Standard General Conditions of the Construction Contract
 - b. Bid Solicitation Package
 - c. Curt's Construction, Inc. Bid Package
 - d. Technical Specifications (not attached to but incorporated herein by reference)
 - e. Construction Drawings (not attached to but incorporated herein by reference)
 - f. Addenda (not attached to but incorporated herein by reference)
 - 5. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed; (Exhibit A);
 - b. CONTRACTOR's Bid; including Tabulation of Subcontractor & Material Suppliers (Exhibit B)
 - 6. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Field Order(s)
 - b. Work Change Directive(s);
 - c. Change Order(s).
- B. The documents listed in paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above) and are incorporated herein by reference.
- C. There are no Contract Documents other than those listed above in this Article 9 and this agreement.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the Standard General Conditions of the Construction Contract.

9.02 Precedence.

- A. In the event of conflict or inconsistency among or between the Contract Documents, the order of precedence (in descending order) is as follows: Written Amendments, Change Orders, Work Change Directives, Field Orders, this Agreement, Special Conditions, Supplementary Conditions, Standard General Conditions, Technical Specifications, Construction Drawings and CONTRACTOR's Bid.

Article 10 - MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the Standard General Conditions of the Construction Contract, the Supplementary Conditions and the Special 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 all 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 all 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 *Indemnification*

- A. The Contractor shall indemnify, defend, and hold harmless the OWNER, its officers, agents, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the contractor and other persons employed or utilized by the Contractor in the performance of the work.

10.06 *Other Provisions*

- A. Nothing in the Contract Documents shall be interpreted or construed as a waiver of OWNER's sovereign immunity, except to the extent provided by and in accordance with Section 768.28, Florida Statutes.

10.07 *Records/Audit*

- A. The Contractor shall maintain records sufficient to document their completion of the scope of services established by this Agreement. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the County. These records shall be kept for a minimum of six (6) years after completion of the Contract. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Order shall be made available until a final disposition has been made of such litigation, appeals, or claims.

10.08 *Preference to State Residents*

The Contractor is required 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.

10.09 *E-Verify Requirement*

The Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

Contractor must enroll and participate in the E-Verify Program within thirty days of the Contract and provide the County a copy of the “Edit Company Profile” screen indicating enrollment in the E-Verify Program and make such record(s) available upon request. Failure to comply is a material breach of this Contract.

[The Remainder of This Page Intentionally Left Blank]

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 _____, 2023 (which is the Effective Date of the Agreement.)

OWNER: Suwannee County Board of County Commissioners

CONTRACTOR:

By: _____

By: _____

Name: _____

Name: _____

Title: Chairman of the Board

Title: _____

[Corporate Seal]

[Corporate Seal]

Witness: _____

Attest: _____

Name: _____

Name: _____

Address for giving notices:
Suwannee County Administrative Offices
13150 80th Terrace
Live Oak, FL 32060

Address for giving notices:
Curt's Construction, Inc.
519 NW Crawford Ct
White Springs, FL 32096

(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.)

Licenses No. CGC1510346
(Where applicable)

Agent for service of process:

Designated Representative:
Name: Greg Scott
Title: County Administrator
Address: 13150 80th Terrace
Live Oak, FL 32060
Phone: 386-362-3992
Facsimile: _____

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

Designated Representative:
Name: _____
Title: _____
Address: _____
Phone: _____
Facsimile: _____

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. This document has been edited to comply with the Suwannee County Agreement.

SUWANNEE COUNTY
STANDARD
GENERAL CONDITIONS
OF THE
CONSTRUCTION CONTRACT

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

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. *Project 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 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 Documents, 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. Copies of Plans and any issued addendum are available from Demandstar or the North Florida Professional Services, Inc. website.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run as indicated in the Agreement.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run, which shall be indicated in the Notice To Proceed. No Work 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 21 days after the award of the Contract by the Board of County Commissioners (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a project schedule, indicating the major items of work activity and the anticipated durations of each activity.
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, Engineer will review the project schedules for acceptability as provided below submitted in accordance with Paragraph 2.05.A. Contractor shall make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be submitted to Engineer without an approved schedule.

1. The Project 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 Project 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 6.16.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 therefor 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 therefor 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 may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

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 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 of the Work*

A. Contractor shall adhere to the Project 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 Project 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 Project 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 Contract Documents.

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 invention, design, process, product, or device not specified in the Contract Documents.

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 Draw-

ings 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 Project 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

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

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 Project 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, imposed by Laws and Regulations.

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 allowances, and the Contract Price shall be correspondingly adjusted.

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 accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

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 County Administrator, who will consult with the CEI Engineer and County Attorney, 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.
- C. All Contractor claims for time extensions due to weather days shall be reviewed by the County Administrator and approval, if granted, will come from the County Administrator. The Contractor shall notify the CEI Engineer within three (3) days of a weather event, of his intent to make a request for a time extension due to that weather event.

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, and furnish Engineer the required certificates of inspection or approval.

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 amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

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 replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

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 previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

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 withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

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 complete, 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 writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

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 Project 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 process provided for in the Supplementary Conditions, or
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

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.

SUWANNEE COUNTY BOARD OF COMMISSIONERS
SUWANNEE COUNTY BID NUMBER 2023-18
ENGINEER'S PROJECT NUMBER L190505SUW
US 27 Suwannee River Greenway Trail, from CR 248 to Itchetucknee River
BID SUMMARY
(MUST PRECEDE ALL BID DOCUMENTS)

Curt's Construction, Inc.

519 NW Crawford Ct., White Springs, FL 32096 386-758-1935
BIDDER NAME, ADDRESS AND PHONE NUMBER

BID NUMBER: 2023-18

DESCRIPTION OF PROJECT: Work on this project includes but is not limited to Trail construction, resurfacing, reclamation, lighting construction, minor structure construction, drainage construction and other incidental items from CR 248 to the Itchetucknee River.

DATE & TIME OF BID OPENING: October 17, 2023, 10:00 A.M.

PLACE OF BID OPENING: JUDICIAL ANNEX BUILDING
218 PARSHLEY STREET SW
LIVE OAK, FL 32064

TOTAL BASE BID AMOUNT IN FIGURES: \$2,960,478.41

Two million nine hundred sixty thousand four hundred seventy eight dollars and forty one cent
TOTAL BASE BID AMOUNT IN WORDS:

Curt's Construction, Inc.
BIDDER COMPANY NAME (PRINT OR TYPE)

Dana Haynes
SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

Dana Haynes
PRINTED NAME OF AUTHORIZED COMPANY REPRESENTATIVE

10-13-23
DATE COMPLETED

IMPORTANT:
THIS BID SUMMARY MUST BE COMPLETED AND MUST PRECEDE ALL BIDDER PROPOSAL DOCUMENTS

SUWANNEE COUNTY BOARD OF COMMISSIONERS
SUWANNEE COUNTY BID NUMBER 2023-18
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BID FORM

The undersigned, as bidder, hereby declares that he has examined the contract documents and informed himself fully in regard to all conditions pertaining to the work to be done; that he has examined the specifications for the work and other contract documents relative thereto; and that he has satisfied himself relative to the work to be performed. The bidder agrees, if this bid is accepted, to contract with the Suwannee County Board of County Commissioners to furnish everything necessary to complete the work covered by this bid and other contract documents for the Suwannee County Board of County Commissioners. The Contractor assumes full responsibility for all quantities used in his/her bid. The Contractor shall coordinate his construction with all proposed utilities on the site.

Pay Item No.	Pay Item Description	Quantity	Units	Unit Price	Total Cost
101 1	MOBILIZATION	1	LS	117,270.09	117,270.09
102 1	MAINTENANCE OF TRAFFIC	1	LS	64,456.31	64,456.31
104 10 3	SEDIMENT BARRIER	12,135	LF	2.89	35,070.15
110 1 1	CLEARING AND GRUBBING	11.7	AC	10,000.00	117,000.00
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	196	SY	92.09	18,049.64
120-1	REGULAR EXCAVATION	244	CY	23.74	5,792.56
120-6	EMBANKMENT	868	CY	23.47	20,371.96
160-4	STABILIZATION	7,409	SY	8.34	61,791.06
210-1-1	REWORKING LIMEROCK BASE	62,876	SY	4.53	284,828.28
210-2	NEW LIMEROCK FOR BASE RECLAMATION	5,240	CY	29.13	152,641.20
285-701	OPTIONAL BASE GROUP 01	4,939	SY	11.98	59,169.22
286 1	TURNOUT CONSTRUCTION	334	SY	11.87	3,964.58
327 70 1	MILLING EXIST ASPH PAVT, 1" AVG DEPTH	1,723	SY	5.19	8,942.37
334 1 11	SUPERPAVE ASPHALTIC CONC, TRAFFIC A	7,675	TN	182.41	1,399,996.75
425 1 521	TYPE C DITCH BOTTOM INLET	1	EA	5,277.04	5,277.04
430 175 118	OPTIONAL PIPE CULVERT, 18" CD	30	LF	82.20	2,466.00
522-2	CONCRETE SIDEWALK, 6" THICK	3.2	SY	113.55	363.36
527-2	DETECTABLE WARNING SURFACE	700	SF	56.78	39,746.00
519 78	BOLLARDS	68	EA	500.00	34,000.00
550 10 419	FENCING, WOOD WITH MORTISE POSTS	3,377	LF	44.29	149,567.33
551 10 221	FENCING, TYPE B, 5.1-6.0', W/ BARB WIRE ATTMT	50	LF	72.90	3,645.00
570 1 2	PERFORMANCE TURF, SOD	65,173	SY	2.16	140,773.68
700 1 11	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	120	AS	397.44	47,692.80
700 1 60	SINGLE POST SIGN, REMOVE	45	EA	56.78	2,555.10
710 90	PAINTED PAVEMENT MARKINGS FINAL SURFACE	1	LS	10,901.33	10,901.33
9999-1	LIGHTING SYSTEM COMPLETE, AS PER LIGHTING PLANS	1	LS	122,072.27	122,072.27
9999-2	CANOPY BRIDGE	1	LS	52,620.33	52,620.33
GRAND TOTAL					2,960,478.41

ADDENDA	
NUMBER	DATE SENT
1	8-21-23
2	8-28-23
3	8-29-23
4	9-5-23
5	10-10-23

SUWANNEE COUNTY BOARD OF COMMISSIONERS
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ALL ITEMS MAY BE INCREASED, DECREASED, OR OMITTED AS DIRECTED BY THE ENGINEER.

ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO BOTH THE REQUIREMENTS OF THE LATEST FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION AND THE LATEST FDOT DESIGN STANDARDS.

ALL INCIDENTAL WORK INCLUDED IN THESE ITEMS
ALL UNIT PRICE AND TOTAL SPACES MUST BE FILLED IN TO CORRELATE WITH EACH ITEM

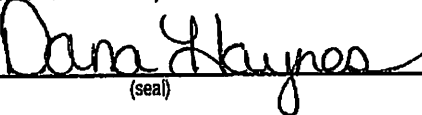
Note: contractors shall be in compliance with chapter 489, Florida statutes, licensure requirements.

Florida construction industries licensing board certification.

Walter J. Lawson
(name of holder)

CGC1510346
(certificate no.)

In witness whereof, the bidder has hereunto set his signature and affixed his seal this 13th day of October 2023.


(seal)

By: Dana Haynes

Title: Vice President

Type or print name of firm: Curt's Construction, Inc.

Address: 519 NW Crawford Ct., White Springs, FL 32096

Contact person: Walter J. Lawson

Telephone No.: 386-362-7814

Fax no.: 386-364-2802

SUWANNEE COUNTY BOARD OF COMMISSIONERS
SUWANNEE COUNTY BID NUMBER 2023-18
ENGINEER'S PROJECT NUMBER L190505SUW
US 27 Suwannee River Greenway Trail, from CR 248 to Itchetucknee River
General Requirements

I. General.

Work on this project includes but is not limited to Trail construction, resurfacing, reclamation, lighting construction, minor structure construction, drainage construction and other incidental items from CR 248 to the Ichetucknee River.

II. Contract Time

Contract time is 260 days, starting with the Notice to Proceed date.

The following schedule will apply to the project:

- Award of contract by the Board of County Commissioners.
- Contractor shall return an executed copy of the contract to the County Administrator within **14 calendar days** following award of the contract by the Board of County Commissioners.
- No more than **21 calendar days** following award of project, Contractor shall provide the County Administrator with evidence of Construction Bond (if applicable). Notice to Proceed will then be issued.
- No more than **30 calendar days** following award of bid by the Board of County Commissioners, the Contractor shall have **Substantial Construction started**. Construction shall thereafter be continuous with full staffing and equipment until project is completed. Definition of **Substantial Construction**: All necessary equipment and personnel are on site and fully engaged in construction activities associated with the project specifications. **Posting of signs DOES NOT satisfy the requirements of substantial construction.**
- Failure to comply with the aforementioned timeline may result in the County voiding the contract and the County beginning negotiations with the next lowest qualified bidder.
- Time extension requests shall be forwarded to the County Administrator for the consideration. The County Administrator will convene a meeting with the CEI and the County Attorney to consider the request. The decision of the committee will be final.
- **Liquidated Damages: \$2500.00 per day.**
- No work is allowed on Sundays or County designated holidays.

III. Construction and Materials

All construction methods and materials shall conform to the requirements of the latest edition of the Florida Department of Transportation *Standard Plans for Road and Bridge Construction* and Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*. Asphalt paving operations and materials shall conform to specifications 330 and 334.

IV. Maintenance of Traffic

Contractor shall provide Maintenance of Traffic and it shall conform to the requirements of the latest edition of the Florida Department of Transportation *Standard Plans for Road and Bridge Construction*.

Flagging will be required and one lane of traffic shall be maintained on US 27 at all times. All construction signage shall be provided by the contractor.

V. Compensation

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Payment shall be made on a monthly basis on work completed with 10% retainage. Retainage will not be paid prior to final acceptance of the project.

County Administrator – General Instructions to Bidders

These instructions will bind bidders and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder:
 - a. The ability, capacity and skill of bidder to perform required service.
 - b. Whether the bidder can perform service promptly or within specified time.
 - c. The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - d. The performance of previous contracts with the Suwannee County.
 - e. The suitability of equipment or material or county use.
 - f. The ability of bidder to provide future maintenance
2. Payment Terms are net (30) unless otherwise specified. Favorable terms, discounts, may be offered and will be considered in determining low bids if they are deemed by the County Administrator to be advantageous to the County.
3. All bids should be tabulated, totaled and checked for accuracy. All blanks on Bid Proposal sheet shall be filled in and unit price will prevail in case of errors.
4. All requested information shall be included in the envelope. All desired information must be included for your bid to receive full consideration.
5. If anything on the bid request is not clear, you should contact the County Administrator immediately.
6. Each proposal shall be clearly marked on the outside of the envelope including Fed Ex, UPS or other delivery service envelopes, as a sealed bid. The name of the item being bid shall be shown on the outside in full.
7. No responsibility shall attach to any County representative or employee for the premature opening of bids not properly addressed or identified.
8. If only one (1) bid is received, the bid may be rejected and re-advertised or accepted if determined to be in the County's' best interest.
9. Bids received late will not be accepted, and the County will not be responsible for late mail delivery.
10. Telephone and facsimile bids will not be acceptable in formal bid openings (sealed bids). Should a bid be misplaced by the County and found later, it will be considered. Any bidder may request and shall receive a receipt showing the day and time any bid is delivered to the appropriate office of the County from the personnel thereof.

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11. Bids requiring bid bonds will not be accepted if bond is not enclosed. Cash or certified check will be accepted in lieu of bond except on construction projects where cost exceeds \$40,000.
12. A bidder shall, upon request, satisfy the County Administrator that he has the requisite organization, capital, plant, stock ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
13. Any alterations, erasures, additions, or admissions of required information or any changes to specifications or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, that is; a variation that affects price, quantity, and quality or delivery date (when delivery is required by a specific time).
14. When requested, samples will be furnished to the County free of expense, properly marked for identification and accompanied by a list where there is more than one (1) sample. The County reserves the right to mutilate or destroy any sample submitted whenever it may be to the best interest of the County to do so for the purpose of testing.
15. The County will reject any material, supplies or equipment that did not meet the specifications, even though the bidder lists the trade names or names of such material on the bid or price quotation form.
16. The unauthorized use of patented articles is done entirely at the risk of the successful bidder.
17. The ESTIMATED QUANTITY given in the plans or advertisement is for the purpose of bidding only. The County may purchase more or less than the estimated quantity and the vendor must not assume that such estimated quantity is part of the contract.
18. Prospective bidders are required to examine the location of the proposed work or delivery and determine, in their own way, the difficulties, which are likely to be encountered in the prosecution of the same.
19. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the County Administrator, its designee and /or the department to which they are delivered. If defective material, equipment, or supplies are discovered, the contractor, upon being instructed by the County Administrator or designee, shall remove, or make good such material, equipment, or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the Contractor release him from his obligation to perform and deliver to the County sound and satisfactory materials, equipment, or supplies. The Contractor agrees to pay the costs of all tests upon defective material, equipment, or supplies or allow the costs to be deducted from any monies due him from the County.
20. A contract will not be awarded to any corporation, firm, or individual who is, from any cause, in arrears to the County or who has failed in former contracts with the County to perform work satisfactorily, either to the character of the work, the fulfillment or guarantee, or the time consumed in completing the work.
21. Reasonable grounds for supposing that any bidder is interested in more than one proposal for the same item will be considered sufficient cause for rejection of all proposals in which he is interested.
22. Submitting a proposal when the bidder intends to sublet the contract may be a cause for rejection of bids or

SUWANNEE COUNTY BOARD OF COMMISSIONERS

SUWANNEE COUNTY BID NUMBER 2023-18

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US 27 Suwannee River Greenway Trail, from CR 248 to Itchetucknee River
cancellation of the contract by the County Administrator.

23. Unless otherwise specified the County reserves the right to award each item separately or on a lump sum basis whichever is in the best interest of the County.
24. The County reserves the right to reject any and/or all quotations, to waive any minor discrepancies in the bids for all bidders equally, quotations, or specifications, when deemed to be in the best interest of the County and also to purchase any part, all or none of the materials, supplies, or equipment specified.
25. Failure of the bidder to sign the bid or have the signature of an authorized representative or agent on the bid proposal in the space provided will be cause for rejection of the bid. Signature must be written in ink. Typewritten or printed signatures will not be acceptable.
26. Any bidder may withdraw his bid at any time before the time set for the opening of the bids. No bid may be withdrawn in the thirty - (30) calendar day period after bids are opened.
27. It is mutually understood and agreed that if at any time the County Administrator or designee shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or executing the same in bad faith, the County Administrator or his designee shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter to address given in the proposal. If after three (3) working days of notification the conditions are not corrected to the satisfaction of the County Administrator, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by the County out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amounts of such excess to the County on notice made by the County Administrator or his designee of the excess due.
28. If the bidder proposes to furnish any item of foreign make or product, he shall write "foreign" together with the name of the originating country opposite such item on a proposal.
29. Any complaint from bidders relative to the invitation to bid or attached specifications shall be made prior to the time of opening bids; otherwise, the bidder waives any such complaint.
30. All contractors submitting bids for road projects in excess of \$150,000 must be pre-qualified with the Florida Department of Transportation and shall provide proof of such qualification upon request.
31. Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the County Administrator, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained from the County Administrator.
32. A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity

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crime may not submit a bid on a contract to provide any goods or services to Suwannee County, may not submit a bid on a contract with Suwannee County for the construction or repair of a public building or public work, may not submit bids on leases of real property to Suwannee County, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Suwannee County, and may not transact business with Suwannee County for a period of 36 months from the date of being placed on the convicted vendor list.

33. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
- a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
 - b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work is pursuant to the contract with the County.
34. Any existing materials demolished within County right of way may be retained by the County.
35. All contractor claims for time extensions due to weather days shall be reviewed by the County Administrator and approval, if granted, will come from the County Administrator. If the Contractor intends to make a request for an extension due to such an event, the Contractor shall notify the CEI within three (3) calendar days of the weather event. The CEI shall make a recommendation to the County Administrator on the request after evaluating the situation against contract requirements and related specifications.

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

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

1. This sworn statement is submitted to Suwannee County Board of County Commissioners
[print name of public entity]
by Dana Haynes, Vice President
[print individual's name and title]
for Curt's Construction, Inc.
[print name of entity submitting sworn statement]
whose business address is 519 NW Crawford Ct., White Springs, FL 32096
and (if applicable) its Federal Employer Identification Number (FEIN) is 54-2099720 (If the
entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[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 the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


[signature]

Sworn to and subscribed before me this 13th day of October, 2023.

Personally known X

OR Produced identification _____ Notary Public - State of Florida

My commission expires 9-14-24

(Type of Identification)

(Printed, typed or stamped Commissioned name of Notary Public)

Logan Charles



Public Entity Crimes Statement

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US 27 Suwannee River Greenway Trail, from CR 248 to Itchetucknee River

REFERENCES

List 3 similar commercial projects the Bidder has completed within the last 5 years.

1. Company name Consor Engineering
Address 4140 NW 37th Ln. Gainesville, FL 32606
Contact Name Kevin Wagner
Contact Phone or e-mail 352-281-6857
Short description of project Poe Springs Road Trail
Clearing & Grubbing, Excavation, Limerock, Asphalt Paving, Inlets, Pipe Culverts

2. Company name City of Starke
Address 209 North Thompson Street, Starke, FL 32091
Contact Name Jason Dodds
Contact Phone or e-mail 352-745-4038
Short description of project Drainage Improvements, Erosion Control, Water and Sewer Utility
Improvements, Limerock Base, Asphalt Paving, Curb & Gutter, Striping, Signage, Sodding

3. Company name Columbia County Board of County Commissioners
Address P.O. Box 1529, Lake City, FL 32056
Contact Name Chad Williams
Contact Phone or e-mail 386-752-5955
Short description of project Clear & Gurbbing, Excavation, Stabilized Subgrade, Stormwater
Pipe, Structures, Asphalt Paving, Signage, Pavement Markings, and Grassing

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E-Verify Statement

Company/Entity: Curt's Construction, Inc.
Bid Number: 2023-18
Project Description: Trail Construction, Resurfacing, Drainage Construction, etc.

The Company acknowledges and agrees to utilize the U. S. Department of Homeland Security's E-verify system in accordance with the terms governing use of the system, for the purpose of confirming the employment eligibility of all employees, subcontractors or persons utilized by the Company while undertaking work within Suwannee County.

Dana Hayes Vice President
Company Representative, Title

10-13-23
Date

Please complete and submit this form with all of your bid documents.

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Failure to Perform Questionnaire

Name of Company: Curt's Construction, Inc.

1. Has the company been involved in any litigation within the last (5) five years for failure to perform?

Yes No

If yes, explain:

2. Has a bond company or other insurance been utilized to complete a project for the company within the last (5) five years?

Yes No

If yes, explain:

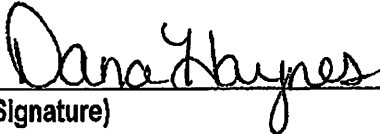
SUWANNEE COUNTY BOARD OF COMMISSIONERS
SUWANNEE COUNTY BID NUMBER 2023-18
ENGINEER'S PROJECT NUMBER L190505SUW
US 27 Suwannee River Greenway Trail, from CR 248 to Itchetucknee River

CONTRACT / CONSTRUCTION TIME ALLOCATION ACKNOWLEDGEMENT

Curt's Construction, Inc. (Company Name) is familiar with the Contract / Construction time that has been allotted for this project and by evidence of submitting a bid is hereby committed to complying with same.

Accepted By/Authorized Representative:

Dana Haynes
(Print Name)


(Signature)

10-13-23
(Date)

SUWANNEE COUNTY BOARD OF COMMISSIONERS
SUWANNEE COUNTY BID NUMBER 2023-18
ENGINEER'S PROJECT NUMBER L190505SUW
US 27 Suwannee River Greenway Trail, from CR 248 to Itchetucknee River



Administrative Services
13150 80th Terrace Live Oak, FL 32060
Greg Scott, County Administrator

Suwannee County Nondiscrimination Policy

I. Policy Statement

Suwannee County Board of County Commissioners (hereinafter the Agency) does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state authorities, the Agency will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, genetics, handicap status, income status, or family status.

II. Complaint Procedures

The Agency has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, religion, sex, sexual orientation, gender identity, national origin, genetics, handicap status, income status, or family status in any Agency program, service or activity may file a complaint with the Agency Title VI/Nondiscrimination Coordinator:

Name: Paula Pennington
Address: 13150 80th Terrace
Live Oak, FL. 32060
Email: paulap@suwcountycl.gov
Phone: 386-364-3400

If possible, the complaint should be submitted in writing and contain the identity of the

SUWANNEE COUNTY BOARD OF COMMISSIONERS
SUWANNEE COUNTY BID NUMBER 2023-18
ENGINEER'S PROJECT NUMBER L190505SUW
US 27 Suwannee River Greenway Trail, from CR 248 to Itchetucknee River



Administrative Services

13130 80th Terrace Live Oak, FL 32060

Greg Scott, County Administrator

complainant; the basis for the allegations (i.e., of race, color, religion, sex, sexual orientation, gender identity, national origin, genetics, handicap status, income status, or family status); and a description of the alleged discrimination with the date of occurrence. If the complaint cannot be submitted in writing, the complainant should contact the Title VI/Nondiscrimination Coordinator for assistance. The Title VI/Nondiscrimination Coordinator will respond to the complaint within thirty (30) calendar days and will take reasonable steps to resolve the matter.

A handwritten signature in black ink, appearing to read "Greg Scott", is written over a horizontal line.

Greg Scott, County Administrator

Policy approval/revision date: 3/1/2022

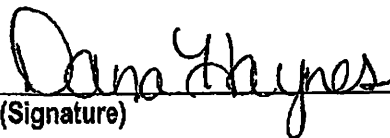
**SUWANNEE COUNTY BOARD OF COMMISSIONERS
SUWANNEE COUNTY BID NUMBER 2023-18
ENGINEER'S PROJECT NUMBER L190505SUW
US 27 Suwannee River Greenway Trail, from CR 248 to Itchetucknee River**

NONDISCRIMINATION POLICY ACKNOWLEDGEMENT

Curt's Construction, Inc. (Company Name) is familiar with the Suwannee County Board of County Commissioners Nondiscrimination Policy and is hereby committed to complying with same.

Accepted By/Authorized Representative:

Dana Haynes
(Print Name)


(Signature)

10-13-23
(Date)

Please complete and submit this form with all of your BID documents

Phone: 386-364-3450

www.suwanneecountyfl.gov

Fax: 386-362-1032

**SUWANNEE COUNTY BOARD OF COMMISSIONERS
SUWANNEE COUNTY BID NUMBER 2023-18
ENGINEER'S PROJECT NUMBER L190505SUW
US 27 Suwannee River Greenway Trail, from CR 248 to Itchetucknee River**

CHECKLIST

- Bid Summary Page
- Bid Form
- Public Entity Crimes Statement
- References
- E-Verify Form
- Failure to Perform Questionnaire
- Contract/Construction Time Allocation Acknowledgement
- Non-Discrimination Policy Acknowledgment
- Copies of Applicable Business & Professional Licenses
- Proof of Insurance
- Any other documents in accordance with specifications
- One original and three (3) copies of bid

ADDENDUM ACKNOWLEDGEMENT

This is to certify that I have received a copy of Addendum #1 for Bid 2023-18 US 27 Suwannee River Greenway Trail, from CR 248 to Itchetucknee River, Suwannee County, FL.

Dana Haynes
Print Name

Dana Haynes
Signature

10-13-23
Date

(THIS DOCUMENT IS TO BE INCLUDED IN PROPOSAL PACKAGE)

ADDENDUM ACKNOWLEDGEMENT

This is to certify that I have received a copy of Addendum #2 for Bid 2023-18 US 27 Suwannee River Greenway Trail, from CR 248 to Itchetucknee River, Suwannee County, FL.

Dana Haynes
Print Name

Dana Haynes
Signature

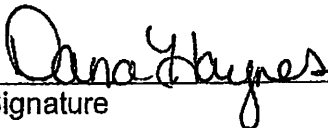
10-13-23
Date

(THIS DOCUMENT IS TO BE INCLUDED IN PROPOSAL PACKAGE)

ADDENDUM ACKNOWLEDGEMENT

This is to certify that I have received a copy of Addendum #3 for Bid 2023-18 US 27 Suwannee River Greenway Trail, from CR 248 to Itchetucknee River, Suwannee County, FL.

Dana Haynes
Print Name


Signature

10-13-23
Date

(THIS DOCUMENT IS TO BE INCLUDED IN PROPOSAL PACKAGE)

ADDENDUM ACKNOWLEDGEMENT

This is to certify that I have received a copy of Addendum #4 for Bid 2023-18 US 27 Suwannee River Greenway Trail, from CR 248 to Itchetucknee River, Suwannee County, FL.

Dana Haynes

Print Name

Dana Haynes

Signature

10-13-23

Date

(THIS DOCUMENT IS TO BE INCLUDED IN PROPOSAL PACKAGE)

October 10, 2023

RE: Addendum #5 to Bid No. 2023-18

To Whom It May Concern:

Please note the following as it pertains to Bid 2023-18 US 28 Suwannee River Greenway Trail, from CR 348 To Itchetucknee River, Suwannee County, FL

Bidder questions

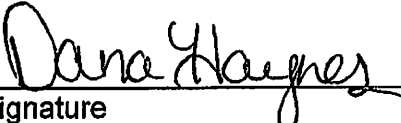
1. Has a CEI firm been selected, if so who will be acting as CEI for this project?
We are not aware of who the CEI is for this project
2. Confirm contract time is 260 Calendar days?
Correct
3. Does area of clearing and grubbing need to be sodded, can the area not in risk of erosion be seeded and watered instead?
Sod is required, per the plans.
4. Plan sheet 26 shows +/- 40 LF of 18" pipe, but Bid form has 30 LF listed. Is the intent to just run pipe to a length as it meets existing ground?
The intent is to construct 30 LF of pipe and the DBI inlet as shown on sheet 26.
5. Will the County mine be available to dispose of large tree debris or just to burn the material by contractor? Can the same area be used as a laydown area for the contractor during construction?
Please see Addendum No 2 for guidance on burning.
6. Can you confirm the pavement markings are to be paint or thermoplastic?
All pavement markings are to be paint.
7. Can you confirm the project will be lumpsum, or will the unit prices given in bid sheet be used to pay based on installed measured quantities?
Unit Prices are to be provided in the Bid Sheet in the Bid Documents.

ADDENDUM ACKNOWLEDGEMENT

This is to certify that I have received a copy of Addendum #5 for Bid 2023-18 US 27 Suwannee River Greenway Trail, from CR 248 to Itchetucknee River, Suwannee County, FL.

Dana Haynes

Print Name



Signature

10-13-23

Date

(THIS DOCUMENT IS TO BE INCLUDED IN PROPOSAL PACKAGE)



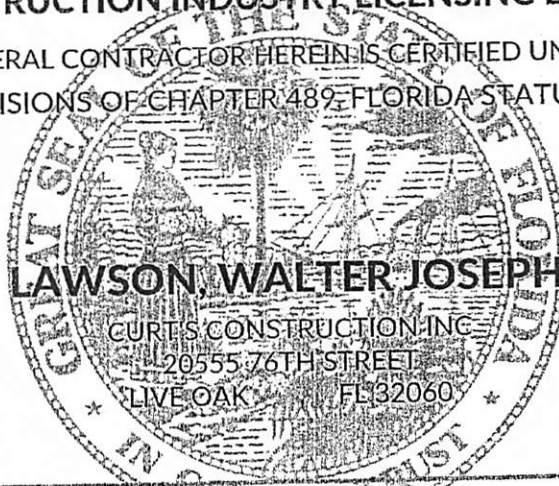
Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD
THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: CGC1510346

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Brown & Brown of Florida, Inc. 7984 Cooper Creek Blvd Ste 101 University Park FL 34201		CONTACT NAME: Derek Capellaro PHONE (A/C No. Ext): (941) 893-2200 FAX (A/C No.): (941) 893-2300 E-MAIL ADDRESS: Derek.Capellaro@bbrown.com	
INSURED Curt's Construction Inc 519 NW Crawford CT White Springs FL 32096-7620		INSURER(S) AFFORDING COVERAGE INSURER A: Southern-Owners Insurance Company NAIC # 10190 INSURER B: Auto-Owners Insurance Company 18988 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Master 23-24 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		78531463	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	Y		5253221800	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Additional \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		5253221801	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				
A		Y		78531463	10/01/2023	10/01/2024	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate holder is additional insured as respects to general liability including ongoing & completed operations, on a primary/noncontributory basis, including waiver of subrogation, when required by written contract. The certificate holder is additional insured as respects to automobile liability, on a primary/noncontributory basis, including waiver of subrogation, when required by written contract.

CERTIFICATE HOLDER Suwannee County 200 South Ohio Ave Live Oak FL 32064	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Work Comp Specialists PO Box 9435 Panama City Beach FL 32417	CONTACT NAME: Kian Ostovar PHONE (A/C, No, Ext): (850) 234-3197 E-MAIL ADDRESS: kostovar@workcompspecialists.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Curt's Construction, Inc. 519 NW Crawford Ct. White Springs FL 32096	INSURER A: BusinessFirst Insurance Co.	NAIC # 11697
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2391314302 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	521-23657	10/06/2023	10/06/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

Suwannee County
 200 South Ohio Ave

 Live Oak FL 32064

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
J. Kian Campbell

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AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Curt's Construction, Inc.
519 NW Crawford Court
White Springs, FL 32096

SURETY:
(Name, legal status and principal place of business)

United Fire & Casualty Company
PO Box 73909
Cedar Rapids, IA 52407-3909

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:
(Name, legal status and address)
Suwannee County Board of Commissioners
200 South Ohio Avenue
Live Oak, FL 32060

BOND AMOUNT: (5%----) Five Percent of Amount Bid-----

PROJECT:
(Name, location or address, and Project number, if any)
Bid Number 2023-18, US 27 Suwannee River Greenway Trail, from CR 248 to Itchetucknee River, Suwannee County, Florida.
(Work on this project includes but is not limited to Trail construction, resurfacing, reclamation, lighting construction, minor structure construction, drainage construction and other incidental items from CR 248 to the Itchetucknee River.)


The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of October 2023


(Witness)

Curt's Construction, Inc.
(Principal)  *(Seal)*


(Witness) Alexis Woodham

United Fire & Casualty Company
(Surety)  *(Seal)*
(Title) Lisa A. Roseland, Attorney-in-Fact
& Florida Licensed Resident Agent

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured. Inquiries: (407) 786-7770



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

KIM E. NIV, JEFFREY W. REICH, SUSAN L. REICH, TERESA L. DURHAM, LISA A. ROSELAND, SONJA AMANDA FLOREE HARRIS, CHERYL A. FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, EMILY J. GOLECKI, NATHAN K. REICH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

24th day of January, 2023

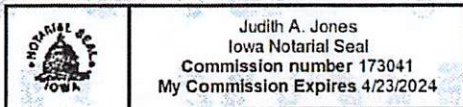


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 24th day of January, 2023, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 13th day of October, 2023.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

BPOA0049 1217



FLORIDA SURETY BONDS, INC.

Phone 407-786-7770

Maitland, FL

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of agreement with JBrown Professional Group, Inc. for Professional Engineering Services following the RFQ 2023-15, which opened on August 15, 2023.

Considerations:

The County Administrator, in conjunction with the County Attorney, negotiated rates with JBrown Professional Group, Inc.

Recommendation:

Respectfully request approval to enter a Professional Engineering Services Agreement with JBrown Professional Group, Inc.

Respectfully submitted,

Date: November 7, 2023

Greg Scott,

County Administrator

AGREEMENT FOR ANNUAL CONTINUING PROFESSIONAL SERVICES

THIS AGREEMENT BETWEEN OWNER AND PROFESSIONAL FOR ANNUAL SERVICES (the "Agreement") is made effective as of December 31, 2023 by and between Suwannee County ("Owner" or "County"), a public body corporate of the State of Florida, and JBrown Professional Group, Inc., 3530 NW 43rd Street, Gainesville, Florida 32606, and Federal I.D. No. 46-3710755 ("Professional"), which is authorized to do business in Florida.

WITNESSETH:

WHEREAS, Owner solicited statements of qualifications from interested Professionals for the provision of continuing services on certain of the Owner's construction projects as determined by the Owner; and

WHEREAS, based on Professional's interview, qualifications statement, and related submissions, Owner has selected Professional for such purpose; and

WHEREAS, Owner and Professional desire to enter into this Agreement regarding such services; and

WHEREAS, the projects to be performed under this Agreement may include new construction, renovation, remodeling, and other building maintenance, repairs, or corrections, on the County owned or controlled properties.

NOW THEREFORE, for and in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF SERVICES

1.1 Nature and Structure of Projects. The projects for which Professional may provide services under this Agreement (each a "Project" hereunder) may include, but are not limited to: new construction, renovation, remodeling, reroofing, and other building maintenance, equipment installation, pre-engineered metal buildings, greenhouses, pole barns, athletic facilities, and fire code corrections, either on the properties owned or controlled by the Owner, provided Construction Costs for each project (hereinafter defined) do not exceed \$4,000,000 or such greater amount as may be permitted by law. Each Project assigned to Professional hereunder shall be identified and further described utilizing the form attached hereto as Exhibit A. Owner may, as it sees fit, deliver the Projects in various ways, each of which may include the following: (i) utilization of a construction manager, with pre-construction services; (ii) utilization of a construction manager, without pre-construction services; or (iii) utilization of a "hard bid" general contractor. The term "Builder", as used herein, may include any of the following under contract with Owner for a particular Project: (i) a construction manager (with or without pre-construction services, herein a "Construction Manager"); (ii) a general contractor; or (iii) any other builder assigned to a Project; and the term "Builder" shall be read herein as the situation dictates.

1.2 Definition and Commencement of Services. The Professional's services consist of those services performed by the Professional, Professional's employees, and Professional's consultants as enumerated in Articles 2 and 3 of this Agreement. The Professional acknowledges that it is not guaranteed nor entitled to provide services to Owner in connection with any particular Project by virtue of entering into this Agreement with Owner, and that Owner may, in its sole discretion, decline to assign any Project to the Professional. Owner shall notify Professional that Professional has been assigned to a particular project by furnishing to Professional both (i) a "Notice to Proceed," a sample of which is attached hereto as Exhibit B, and (ii) completed exhibits to this Agreement which set forth the terms and other particulars of the assigned project.

1.3 Project Schedule / Time of the Essence. The Professional understands and acknowledges that time is of the essence in completion of the Project and the Owner may incur damages if the Project is not completed on time.

The Professional shall at all times carry out its duties and responsibilities as expeditiously as possible, consistent with the level of professional skill and care required hereunder and in accordance with the Project's design schedule set forth on **Exhibit C**, subject to delays in the schedule not the fault of Professional or its consultants. The Professional represents that it is thoroughly familiar with and understands the requirements of the Project scope and is experienced in the design and administration of construction of building projects of the type and scope contemplated by the Owner's Facilities Program document, or another document describing Project scope, a copy of which will be provided to the Professional.

1.4 Project Team. The Professional shall use the Project Team (including any consultants) as designated in **Exhibit D**. The Professional shall not remove or replace any members of the Project Team, except upon approval by the Owner in writing based upon good cause shown. Further, if any member of the Project Team discontinues service on the Project for any reason whatsoever, Professional shall promptly replace such team member with an individual approved by Owner, in writing, which approval will not be unreasonably withheld.

1.5 Preparation / Sufficiency of Site. The Professional shall (i) visit and properly inspect, consistent with the level of professional skill and care required hereunder, the Project Site and any structure(s) or other man-made features to be modified; (ii) familiarize itself with the survey, including the location of all existing buildings, utilities, conditions, streets, equipment, components and other attributes having or likely to have an impact on the Project; (iii) familiarize itself with the Owner's layout and design requirements, conceptual design objectives, and budget for the Project; (iv) familiarize itself with pertinent Project dates and programming needs, including the Project design schedule attached as **Exhibit C**, (v) review and analyze all Project geotechnical, Hazardous Substances (hereinafter defined), structural, chemical, electrical, mechanical and construction materials tests, investigations and recommendations; and (vi) gather any other information necessary for a thorough understanding of the Project. If the Project involves modifications to any existing structure(s) or other man-made feature(s) on the Project site, the Professional shall also review all as-built and record drawings, plans and specifications of which Professional has been informed by Owner about and properly inspect, as is consistent with the level of professional skill and care required hereunder, the existing structure(s) and man-made feature(s) to identify existing deficiencies and ascertain the specific locations of pertinent structural components.

1.6 Coordination with Contract for Construction. The Professional shall perform its services in conjunction, and coordination, with the services to be performed by the Builder to be engaged by Owner, as further described herein. For the Professional's information, the Contract for Construction is defined in the Owner's Agreement with its Builder.

1.7 Cooperation. The Professional shall endeavor to develop, implement and maintain, in consultation with the Owner and Builder, a spirit of cooperation, collegiality, and open communication among the parties so that the goals and objectives of each are clearly understood, potential problems are resolved promptly, and, upon completion, the Project is deemed a success by all parties.

1.9 Correction of Errors & Omissions. The Professional shall, at no additional cost to the Owner, immediately make additions, changes and corrections to any documents prepared by Professional necessitated by errors and omissions in the Professional's performance of its services.

1.9 Professional Standards. The Professional shall furnish professional services in accordance with professional standards currently practiced by Professional firms on projects similar in size, complexity and cost to the Project.

1.10 Commissioning. The Professional shall participate in and cooperate with, design phase, construction phase, and post-occupancy commissioning (including peer review), validation, and other third-party quality assurance and quality control processes that Owner implements, if any.

ARTICLE 2 SCOPE OF PROFESSIONAL'S BASIC SERVICES

2.1 General

2.1.1 The Professional's Basic Services consist of those described in this Article 2 and as described on Exhibit D, the Schedule of Services and Consultants. The Professional shall be responsible for all services performed by the Professional's consultants and shall require that the work of its consultants complies with all of the requirements of this Agreement. Owner is an intended third party beneficiary of Professional's contracts with such consultants and the contracts between the Professional and such consultants shall so provide. Furthermore, the Professional's contracts with its consultants shall require that in the event of default under, or termination of, this Agreement, and upon request of Owner, the Professional's consultants will perform services for the Owner.

2.1.2 For each Project, Professional shall commence performance of the Basic Services within ten (10) days after receipt of both (i) the executed Purchase Order for such project, and (ii) an executed Notice to Proceed (a sample of which is attached hereto as Exhibit B), accompanied by completed Exhibits A, C, D, F, G, I, J, and, if applicable, Exhibit E.

2.1.3 Upon Owner's request, Professional shall also perform, in addition to the Basic Services, Commissioning Services in accordance with Exhibit E attached hereto, which Exhibit shall be completed simultaneously with the issuance of the Notice to Proceed.

2.1.4 The Professional shall perform all services in accordance with requirements of governmental agencies having jurisdiction over the Project, the Owner's Design and Commissioning Services Guide, Owner's policies and project management guides and any other guidelines described on Exhibit F. In addition, the Professional's design shall comply with applicable building codes, accessibility laws and regulations, Owner Construction Standards, Owner Telecommunications Standards, and other standards of Owner in effect at the time of the design work. To the extent Owner's standards are higher than applicable legal requirements, such standards shall be met unless Professional obtains a variance from Owner in writing.

2.1.5 If relevant, the design and construction drawings shall be developed using the latest Owner-approved version (See Exhibit A) of AutoCAD or Building Information Modeling (BIM) software.

2.1.6 During the design phases, Professional agrees to provide, as part of Basic Services, on-site program and budget verification, development and review workshops necessary or desirable to develop a design, acceptable to Owner and its user groups, which is within Owner's budget. Such workshop(s) will be conducted with the Builder, representatives of Owner's user groups, and the Owner's Review Committees with jurisdiction over the Project, and shall utilize the Charrette format. Without limitation of the foregoing, at the Concept Schematic Design, Advanced Schematic Design and Design Development phases, the Professional shall support and attend presentations and shall include drawings, models, renderings, animations, and other tools as necessary to illustrate and convey information on particulars of the design intent. This shall include site plans with building footprint, landscape and tree removal plans, building elevations, "fly-through" digitized renderings, and architectural details as needed. At such presentation the Professional shall also address all issues and concerns previously identified but not yet addressed by the Professional to Owner's Review Committees' satisfaction.

2.1.7 In accordance with Owner's policies and Design and Commissioning Services Guide, the Professional shall develop a Basis of Design document (BOD). The BOD shall be developed initially during the first phase of the design, updated during each subsequent design phase and finalized on or before Substantial Completion. The BOD shall include detail appropriate to each respective phase of the design.

2.1.8 The Professional shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.1.9 Professional shall provide data, calculations, and other information as needed to assist owner with its application for energy rebates.

2.2 Pre-Design Phase (PD)

2.2.1 The Professional shall meet with the Owner to ascertain the requirements of the Project. The approved Facilities Program shall serve as the basic planning document for the development of plans and specifications.

2.2.2 The Professional shall provide a preliminary evaluation of the Owner's Facilities Program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.

2.2.3 After reviewing the Project requirements, the Professional shall advise the Owner of the tests and surveys described in Article 4 that should be conducted prior to development of plans and specifications.

2.2.4 The Professional shall review with the Owner alternative approaches to design and construction of the Project.

2.2.5 When the Professional makes submittals to the Owner or others as described in this Article 2, the Professional shall comply with the requirements for such submittals set forth on Exhibit G.

2.3 Provisions Applying to Construction Manager Projects Provisions 2.3.1 through 2.3.6 below shall apply to Projects where Owner has retained, or will retain, a Construction Manager.

2.3.1 **Concept Schematic Design (CSD)** Based on the approved Facilities Program, schedule and construction budget requirements, the Professional shall prepare several alternative design solutions. The Professional shall present these alternatives to the Owner, making submittals of studies, consisting of sketches and initial concepts. After receiving the Owner's comments, the Professional shall prepare, for approval by the Owner, Conceptual Schematic Design Studies which shall represent one or more recommended solutions. The submittal shall consist of documents, including sketches, initial concepts, orientation, and relationships to existing and future programmed projects and a Construction Cost Estimate Report. The Professional shall also submit the same to the Construction Manager for review. On the basis of such review, the Construction Manager shall furnish a conceptual estimate of Construction Cost. After working with the Construction Manager to reconcile the Construction Manager's estimate with the estimate submitted by the Professional, the Professional shall, if requested by the Owner, study, consider, initiate and/or implement cost savings proposals as provided in Subparagraph 5.2.2.

2.3.2 **Advanced Schematic Design (ASD)** Based upon the approved Conceptual Schematic Design studies, the Professional shall prepare, for approval by the Owner, Advanced Schematic Design Documents consisting of drawings, 3-dimensional renderings and other documents illustrating the scale and relationship of Project components, energy conservation approach and building systems parameters. The Professional shall submit to the Owner and Construction Manager a preliminary estimate of Construction Cost based on current area, volume or other unit costs, and the Advanced Schematic Design Documents for review. On the basis of such review the Construction Manager shall furnish a Construction Cost Estimate Report. After working with the Construction Manager to reconcile the Construction Manager's estimate with the estimate submitted by the Professional, the Professional shall, if requested by Owner, study, consider, initiate, and/or implement cost savings proposals as provided in Subparagraph 5.2.2.

2.3.3 **Design Development Phase** Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the Facilities Program, schedule or construction budget, the Professional shall prepare, for approval by the Owner, Design Development Documents consisting of drawings, three dimensional renderings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, plumbing, fire protection and electrical systems, materials and such other elements as may be appropriate. The Professional shall submit the Design Development Documents, together with the Construction Cost Estimate Report to the Owner and Construction Manager for review. On the basis of such review, the Construction Manager shall furnish an estimate of Construction

Cost. After working with the Construction Manager to reconcile the Construction Manager's estimate with the estimate submitted by the Professional, the Professional shall, if requested by the Owner, study, consider, initiate, and/or implement cost savings proposals as provided in Subparagraph 5.2.2.

2.3.4 If a life-cycle cost computer analysis is authorized by Owner under Exhibit D or by Additional Services Authorization, the necessary documentation will be submitted with the Design Development Documents and such submittals shall comply with Exhibit G. The Professional shall prepare data, make the input and run a life-cycle cost computer program analysis approved by the Owner. Before preparing the data, the Professional shall discuss the energy-saving schemes proposed for the Project with the Owner's project manager. When an agreement has been reached, the Professional shall document the approved energy-saving schemes and obtain the written concurrence of the Owner's project manager. The Professional shall make the input and run the computer program using the following economic factors:

- a). Discount rate = 7%;
- b). Operating & Maintenance cost escalation = 0%;
- c). Energy Replacement costs escalation = 1%;
- d). Project Life = 25 years.

2.3.5 Construction Documents Phase

2.3.5.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Professional shall prepare and submit to Owner and Construction Manager Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. Construction Documents shall be provided to Owner and Construction Manager at the 60% stage and when 100%. In the event Owner elects to fast-track the design of certain portions of the Project, Professional shall only submit 100% Construction Documents for such fast-tracked portions (such portions being described on Exhibit A and hereinafter referred to as "Phase 1"), and 60% complete and 100% Construction Documents for the remainder of the Project (such portion hereinafter referred to as "Phase 2"). Any fees associated with fast-tracking Phase 1 of the Project are included in the fee schedule attached hereto.

2.3.5.2 The Professional shall submit its Construction Cost Estimate Reports to Owner at the same time as it submits 60% Construction Documents. Upon receipt of 60% Construction Documents, the Construction Manager shall provide its cost report to the Owner for review and comparison to the Professional's Construction Cost Estimate Report. Upon receipt of the Owner's approval of 60% Construction Documents, if any, the Professional shall prepare and submit 100% Construction Documents to the Owner and the Construction Manager and the Construction Manager shall submit its cost report to the Owner.

2.3.5.3 Upon Owner's approval of 100% Construction Documents and the Construction Manager's cost report, the Construction Manager will prepare an initial Guaranteed Maximum Price proposal based on such Construction Documents. The Professional shall resolve with the Owner any apparent discrepancy between the final estimate of Construction Cost and the scope of work and requirements of the Owner. The Professional shall assist the Owner in its negotiations with the Construction Manager in an effort to develop an acceptable Guaranteed Maximum Price. If the Owner does not accept the Construction Manager's Guaranteed Maximum Price proposal because it exceeds Owner's budget for the Project, the Professional shall revise the Construction Documents in a manner acceptable to Owner and Construction Manager, to bring the Guaranteed Maximum Price to an amount within Owner's budget or greater amount, if approved by Owner, all in accordance with the process described in Subparagraph 5.2.2.

2.3.5.4 The Owner shall cause the Construction Manager to furnish to the Owner and the Professional a complete list of the assumptions utilized by the Construction Manager in the development of the initial Guaranteed Maximum Price proposal and the finally agreed Guaranteed Maximum Price with respect to (a) changes in the initial set of Construction Documents on which the proposed or agreed Guaranteed Maximum Price is based, and/or (b) Project components not

fully described in such Construction Documents. The Professional shall review and analyze such assumptions, and shall submit a written analysis of them to the Owner, pointing out any that, in the Professional's opinion, are inaccurate, inconsistent with the design intent of the Project or not in accordance with the generally accepted standards of professional practice. Upon resolution by the Owner, Construction Manager and Professional of the issues raised in such written analysis, the Professional shall complete or modify the Construction Documents as needed.

2.3.5.5 After the Guaranteed Maximum Price has been accepted by the Owner, the Professional shall incorporate into the Construction Documents any revisions which are necessary due to inaccurate assumptions made in the development of the Guaranteed Maximum Price.

2.3.5.6 For a threshold building, as defined in Chapter 553, Florida Statutes, a structural inspection plan shall be included in the Specifications.

2.3.6 **Bidding or Negotiation Phase**

2.3.6.1 The Professional shall attend the Construction Manager's pre-bid meetings with potential subcontractors and be available to respond to questions and/or issue addenda regarding the Construction Documents.

2.3.6.2 The Professional shall submit to the Owner and Construction Manager a Corrected/Conformance Document Set incorporating all design review comments, revisions or suggestions elicited during development of the Guaranteed Maximum Price Proposal, pre-bid inquiries, and other modifications made after the 100% Construction Documents have been submitted to the Owner and the Construction Manager.

2.4 **Provisions Applying to General Contractor Projects.** Provisions 2.4.1 through 2.4.7 below shall apply to Projects where Owner intends to utilize a general contractor (and not a Construction Manager).

2.4.1 **Concept Schematic Design (CSD)** Based on the approved Facilities Program, schedule and construction budget requirements, the Professional shall prepare several alternative design solutions. The Professional shall present these alternatives to the Owner, making submittals of studies, consisting of sketches and initial concepts. After receiving the Owner's comments, the Professional shall prepare, for approval by the Owner, Conceptual Schematic Design Studies which shall represent one or more recommended solutions. The submittal shall consist of documents, including sketches, initial concepts, orientation, and relationships to existing and future programmed projects and a Construction Cost Estimate Report. The Professional shall, if requested by the Owner, study, consider, initiate and/or implement cost savings proposals as provided in Subparagraph 5.2.3.

2.4.2 **Advanced Schematic Design (ASD)** Based upon the approved Conceptual Schematic Design studies, the Professional shall prepare, for approval by the Owner, Advanced Schematic Design Documents consisting of drawings, 3-dimensional renderings and other documents illustrating the scale and relationship of Project components, energy conservation approach and building systems parameters. The Professional shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or other unit costs, and the Advanced Schematic Design Documents for review. The Professional shall, if requested by the Owner, study, consider, initiate and/or implement cost savings proposals as provided in Subparagraph 5.2.3.

2.4.3 **Design Development Phase** Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the Facilities Program, schedule or construction budget, the Professional shall prepare, for approval by the Owner, Design Development Documents consisting of drawings, three dimensional renderings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, plumbing, fire protection and electrical systems, materials and such other elements as may be appropriate. The Professional shall submit the Design Development Documents, together with the Construction Cost Estimate, to the Owner for review. The Professional shall,

if requested by the Owner, study, consider, initiate and/or implement cost savings proposals as provided in Subparagraph 5.2.3.

2.4.4 Construction Documents Phase Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Professional shall prepare and submit to Owner Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project. Construction Documents shall be provided to Owner at the 60% complete stage and when 100% complete. In the event Owner elects to phase the design and construction of certain portions of the Project, Professional shall only submit 100% complete Construction Documents for such phased portions (such portions being described on **Exhibit A** and hereinafter referred to as "Phase 1"), and 60% complete and 100% complete Construction Documents for the remainder of the Project (such portion hereinafter referred to as "Phase 2"). Any fees associated with the phasing of the Project are included in the fee schedule attached hereto.

2.4.5 Construction Cost Estimate The Professional shall submit its Construction Cost Estimate Reports to Owner at the same time as it submits 60% complete and 100% complete Construction Documents. The Professional shall, if requested by the Owner, study, consider, initiate and/or implement cost savings proposals as provided in Subparagraph 5.2.3.

2.4.6 Structural Inspection Plan For a threshold building, as defined in Chapter 553, Florida Statutes, a structural inspection plan shall be included in the Specifications.

2.4.7 Bidding or Negotiation Phase

2.4.7.1 The Professional shall attend the Owner's pre-bid meetings with potential bidders and be available to respond to questions and/or issue addenda regarding the Construction Documents.

2.4.7.2 The Professional shall submit to the Owner a Corrected/Conformance Document Set incorporating all design review comments, pre-bid inquiries, and other modifications made after the 100% complete Construction Documents have been submitted to the Owner.

2.4.7.3 The Professional shall assist the Owner with pre-qualification or "Best Value" analyses of potential bidders if applicable.

2.4.7.4 The Professional shall assist upon Owner's request in reviewing bids to determine whether such bids are responsive to Owner's request for bids.

2.4.7.5 In the event Owner does not receive bids within Owner's budget for the Project, and the Project must be re-designed, the Professional shall revise the Construction Documents as needed to bring the Project's Construction Cost within the Owner's budget.

2.5 Construction Phase Administration of the Construction Contract

2.5.1 The Professional's responsibility to provide Basic Services for the construction phase under this Agreement commences with the Owner's formal, written acceptance of the Builder's bid or Guaranteed Maximum Price Proposal. Subject to Paragraph 9.2, such responsibility shall continue until final completion of the Project (which, in general, shall be the date when construction of the Project is completed and final payment is due to the Builder).

2.5.2 The Professional shall carry out its Construction Administration services as set forth below and in the Owner's Design and Commissioning Services Guide. To the extent the terms of this Agreement, the Design and Commissioning Services Guide, and the General Terms and Conditions of the Contract for Construction are inconsistent, the terms of this Agreement shall govern.

2.5.3 Duties, responsibilities and limitations of authority of the Professional shall not be restricted, modified or extended without written agreement of the Owner and Professional.

2.5.4 The Professional shall be a representative of, and shall advise and consult with, the Owner during construction until final payment to the Builder is made. The Professional shall have authority to act on behalf of the Owner only to the extent provided in this Agreement.

2.5.5 The Professional shall attend regularly scheduled construction meetings at the Site and shall provide such representation as may be required to fulfill the intent and interpretation of the plans and specifications for the Project. In any event, the Professional shall visit the site the minimum number of times required on Exhibit A, or at more frequent intervals appropriate to the stage of construction, or as otherwise agreed by the Owner and Professional, in writing, to become familiar with the progress and quality of the Work completed and to determine if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the construction documents. However, the Professional shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an architect or as an engineer, the Professional shall keep the Owner informed of the progress and quality of the Work and shall endeavor to guard the Owner against defects and deficiencies in the Work.

2.5.6 The Professional shall not have control over, or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Builder's responsibility under the Builder's Agreement. The Professional shall not be responsible for the Builder's schedules or failure to carry out the Work in accordance with the construction documents. The Professional shall not have control over or charge of acts or omissions of the Builder, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

2.5.7 The Professional shall at all times have access to the Work, wherever it is, in preparation or progress.

2.5.8 Except as may otherwise be provided in the Contract for Construction or when direct communications have been specially authorized, the Owner and Builder shall communicate through the Professional. Communications by and with the Professional's consultants shall be through the Professional.

2.5.9 Based on the Professional's observations and evaluations of the Builder's Applications for Payment, the Professional shall review and certify the amounts due the Builder. The Professional's certification for payment shall constitute a representation to the Owner, based on the Professional's observations at the Project site and on the data comprising the Builder's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Professional's knowledge, information and belief, the quality of the Work is in accordance with the construction documents. The foregoing representations are subject to an evaluation of the Work for conformance with the construction documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the construction documents correctable prior to completion and to specific qualifications expressed by the Professional. The issuance of a Certificate for Payment shall further constitute a representation that the Builder is entitled to payment in the amount certified.

2.5.10 The Professional shall reject Work which does not conform to the construction documents. Whenever the Professional considers it necessary or advisable for implementation of the intent of the construction documents, the Professional will have authority to require additional inspection or testing of the Work in accordance with the provisions of the Contract for Construction, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Professional nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Professional to the Builder, Subcontractors, material and equipment suppliers, their agents or employees or other persons performing portions of the Work.

2.5.11 The Professional shall review, approve, reject or take other appropriate action upon Builder's inquiries and submittals, such as shop drawings, product data and samples. The Professional shall not approve any such submittals unless such submittals conform with (i) the Facilities Program and Basis of Design; (ii) the Construction Documents; (iii) the Owner's total budgeted Construction Cost; (iv) the Owners's Design and Construction Standards; and (v) governing codes and authorities having

jurisdiction. In the event the Owner's Design and Construction Standards exceed applicable legal requirements, those State of Florida standards shall govern. The Professional's review shall be completed so that all Work can be performed without delay and all products or materials may be ordered or fabricated with sufficient time to meet the Project schedule.

2.5.12 The Professional shall prepare Change Orders, with supporting documentation and data, if the Professional determines the same is necessary for the Owner's approval and execution in accordance with the Contract for Construction.

2.5.13 The Professional shall conduct inspections consistent with the level of professional skill and care required hereunder to determine the dates of Substantial Completion and Final Completion, shall receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by the Contract for Construction and assembled by the Builder, and shall issue a final Certificate for Payment upon compliance by the Builder with the requirements of the Contract for Construction.

2.5.14 The Professional shall interpret and decide matters concerning performance of the Owner and Builder under the requirements of the Contract for Construction on written request of either the Owner or Builder. The Professional's response to such request shall be made within 15 (fifteen) calendar days of receipt of such a request.

2.5.15 Interpretations and decisions of the Professional shall be consistent with the intent of and reasonably inferable from, the construction documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Professional shall endeavor to secure faithful performance by both Owner and Builder and shall not show partiality to either.

2.5.16 The Professional's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the construction documents, and if concurred with by the Owner.

2.5.17 The Professional shall prepare "As-Built" or record drawings at Project completion in accordance with the requirements set forth on Exhibits A and G. These drawings shall include changes made to the Project by Change Orders, Addenda to the Construction Documents, Architect's Supplemental Information, field orders, field reports, Requests For Information, shop drawings, other directives and submittals and information provided by the Builder.

2.5.18 The Professional shall work with Owner to pursue Owner's goal, if any, of a Leadership in Energy and Environmental Design (LEED) certification for the Project, at the level set forth on Exhibit A.

2.5.19 The Professional shall perform all of its required services relating to Substantial Completion and Final Completion in accordance with Owner's policies and procedures.

2.6 Post Occupancy Phase

2.6.1 The Professional shall perform all of its required services relating to final completion of construction deliverables in accordance with the Owner's Design and Commissioning Services Guide.

2.6.2 The Professional shall respond to Owner's requests to review design and construction issues during the construction warranty period; coordinate and participate in the end of the warranty period inspection in accordance with the Owner's Design and Commissioning Services Guide; and produce a summary report documenting deficiencies, problems, or other outstanding items.

ARTICLE 3 ADDITIONAL SERVICES

3.1 General

3.1.1 If the services described in this Article 3 are not specifically included in Basic Services or reasonably inferable there from, they shall be paid for by the Owner as provided in this Agreement, in addition to the

compensation for Basic Services. The Additional Services shall be performed only if authorized in writing by the Owner prior to their performance.

3.1.2 Notwithstanding anything to the contrary herein, Professional shall not be entitled to additional compensation if the additional services are due to defective construction documents, errors or omissions by the Professional or its consultants, or are otherwise necessitated by the fault of the Professional or its consultants.

3.1.3 For Additional Services being provided by consultants not included on the original Project Team, which require no work on the part of the Professional other than administering the work thereof (i.e., securing the services, approving the work, and invoicing on behalf of the consultant), the Professional may request a mark-up not to exceed six percent (6%) on the consultant's fee to cover the Professional's administrative costs. This mark-up will be based on the complexity and time spent.

3.1.4 For Additional Services described in this Article 3, a lump sum or not-to-exceed amount which is satisfactory to both parties shall be negotiated on each occasion of activating a specific additional services authorization. The Professional's staff costs associated therewith shall be based on the additional services hourly rates set forth on Exhibit H.

3.1.5 If Owner has determined that Owner requires certain services which are traditionally considered Additional Services for the purpose of calculating the Professional's fees, such services are described on Exhibit D and compensation for such services is included in the schedule of payments set forth on Exhibit I. For purposes of this Agreement, such services constitute Basic Services.

3.2 Services Considered Additional Services

3.2.1 Construction phase representation at the Project site more extensive than that described in Subparagraph 2.5.5.

3.2.2 Making revisions in Drawings, Specifications or other documents but if, and only if, such revisions are:

3.2.2.1 inconsistent with approvals or instructions previously given by the Owner; or

3.2.2.2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably foreseeable at the time of the preparation of such documents.

3.2.3 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity and the Owner's schedule.

3.2.4 Preparing Drawings, Specifications and other documentation and supporting data in connection with Change Orders which require design or redesign, and which are not required to correct the Construction Documents or which are not due to oversights of the Professional.

3.2.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.2.6 Providing services made necessary by the default of the Builder, by major defects or deficiencies in the Work of the Builder, or by failure of performance of either the Owner or Builder under the Builder's Agreement.

3.2.7 Providing services in connection with a public hearing or legal proceeding except where the Professional is party thereto.

- 3.2.8 When required by the Owner, preparing documents for alternate, separate or sequential bids, except issuing early bid packages in support of fast-track construction delivery process.
- 3.2.9 Programming the requirements of the Project.
- 3.2.10 Providing planning surveys, site evaluations or comparative studies of prospective sites.
- 3.2.11 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
- 3.2.12 Providing services relative to future facilities, systems and equipment, when not specifically included in the original Facilities Program for the Project.
- 3.2.13 Making measured drawings of existing construction when required for planning additions or alterations thereto.
- 3.2.14 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- 3.2.15 Providing interior design and other similar services required for, or in connection with, the selection, procurement or installation of furniture, furnishings and related equipment.
- 3.2.16 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.
- 3.2.17 Preparing Mylar reproducible record drawings.
- 3.2.18 Providing services after issuance by the Owner of the final payment to the Builder, except those services described in paragraph 2.6 which may be provided after final payment to the Builder.
- 3.2.19 Providing services of consultants in addition to those described on **Exhibit D**.
- 3.2.20 Preparing data, making the input, and running energy modeling and/or life-cycle cost analysis programs.
- 3.2.21 Providing site surveys, geotechnical testing services or other special tests.
- 3.2.22 Providing special inspection on threshold buildings as defined in Chapter 553, Florida Statutes.
- 3.2.23 Providing prolonged contract administration and construction observation should the construction time specified for final completion be exceeded by more than 60 days due to no fault of the Professional.
- 3.2.24 Providing services relating to LEED certification if such services are in addition to services otherwise being provided and are required solely for the LEED certification.
- 3.2.25 Providing any other services not otherwise included in this Agreement.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 Owner's Requirements. Professional acknowledges that Owner has provided Professional with information regarding Owner's requirements for the Project as set forth in the Facilities Program.

4.2 Project Budget. The Owner shall establish and update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 **Owner's Representative.** The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Professional in order to avoid unreasonable delay in the orderly and sequential progress of the Professional's services.

4.4 **Timeliness / Schedule.** The Owner shall review and approve or take other appropriate action on all work submittals of the Professional within the timeframes set forth in **Exhibit C.**

4.5 **Property Survey.** If required, the Owner shall furnish, or direct the Professional to obtain at the Owner's expense, surveys describing physical characteristics, legal limitations and utility locations for the Project site, and a written legal description of the Project site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

4.6 **Geotechnical Information.** If required, the Owner shall furnish, or direct the Professional to obtain at the Owner's expense, the services of geotechnical engineers as necessary for the Project. Such services may include but are not limited to test borings, test pits, sub-surface imaging, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate Professional recommendations.

4.7 **Tests.** The Owner shall pay for structural, mechanical, chemical, air and water pollution tests; tests for Hazardous Substances; and, other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 **Legal, Accounting, Insurance, and Auditing Services.** The Owner shall furnish all legal, accounting and insurance counseling services as may be required by the Owner for the Project, including auditing services the Owner may require to verify the Builder's Applications for Payment or to ascertain how, or for what purposes, the Builder has used the money paid by or on behalf of the Owner.

4.9 **Document Reviews.** Review of Professional's documents by the Owner shall be solely for the purpose of determining whether such documents are generally consistent with the Owner's intent and such review shall not relieve the Professional of any of its responsibilities. Notwithstanding the foregoing, prompt written notice shall be given by the Owner to the Professional if the Owner becomes aware of any fault or defect in the Project or non-conformance with the Contract for Construction.

ARTICLE 5 CONSTRUCTION COST

5.1 Definition

5.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Professional.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and Builder and equipment designed, specified, selected or specially provided for, by the Professional, including connections to utilities, plus a reasonable allowance for the Builder's overhead and profit.

5.1.3 The Construction Cost does not include the compensation of the Professional and Professional's consultants, Owner's consultants, the costs of the land, rights-of-way, fixtures, furnishings and equipment and contingencies or other costs which are the responsibility of the Owner as provided in Article 4. For this Project, Construction Costs shall not exceed the amount set forth on **Exhibit A.**

5.2 Responsibility for Construction Cost

5.2.1 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Professional, represent the Professional's best judgment as a design professional familiar with the construction industry. It is also recognized, however, that neither the Professional nor the Owner has control over the cost of labor, materials or equipment, over the Builder's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Professional cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Professional.

5.2.2 On Projects where Owner is utilizing a Construction Manager, construction cost estimating shall be the responsibility of the Construction Manager. The Professional shall furnish drawings and specifications to the Construction Manager as set forth in Article 2 above, on the basis of which the Construction Manager shall prepare detailed estimates of Construction Cost and, at the time identified in Article 2, a proposed Guaranteed Maximum Price. The Professional shall also furnish Construction Cost Estimate Reports as set forth in Article 2. The Professional and Construction Manager shall work together to reconcile any material differences in their respective estimates. Drawings and specifications produced by the Professional shall, except as otherwise authorized or directed by the Owner, be consistent with or reasonably inferable from design documents upon which previously reconciled cost estimates are based. The Professional shall study and consider cost saving proposals made by the Construction Manager, shall itself initiate such proposals when necessary and appropriate, and, at the Owner's written request, shall incorporate such proposals into the Drawings and specifications provided they are consistent with the design intent of the Project and within generally accepted standards of professional practice. Such study, consideration and incorporation shall be a Basic Service.

5.2.3 On Projects where Owner is utilizing a General Contractor, and subject to section 5.2.1 above, construction cost estimating shall be the responsibility of the Professional. Drawings and specifications produced by the Professional shall, except as otherwise authorized or directed by the Owner, be consistent with or reasonably inferable from design documents upon which previously reconciled cost estimates are based. The Professional shall study and consider cost saving proposals made by Owner, shall itself initiate such proposals when necessary and appropriate, and, at the Owner's written request, shall incorporate such proposals into the Drawings and specifications provided they are consistent with the design intent of the Project and within generally accepted standards of professional practice. Such study, consideration and incorporation shall be a Basic Service.

ARTICLE 6 USE OF PROFESSIONAL'S DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS

6.1 The Drawings, specifications and other documents prepared by the Professional for this Project are instruments of the Professional's service for use solely with respect to this Project, except as may be expressly permitted herein. The Professional shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including Building Information Model files, other electronic formats and reproducible copies, of the Professional's Drawings, specifications and other documents and may use the same, without compensation to the Professional, as may be necessary or desirable in the operation, maintenance, construction and renovation of the Project and the remainder of Owner's campus, including, without limitation, additions or renovations to this Project and submittals or distribution of the same to meet official regulatory requirements or other similar requirements, provided in no event may the Owner use the Professional's Drawings, specifications, or other documents for the construction of a new facility unless agreed to in writing by the Professional and as otherwise permitted by Florida law.

6.2 The Professional shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Professional's promotional and Professional materials. The Professional's materials shall not include the Owner's confidential or proprietary information.

ARTICLE 7 MEDIATION OF DISPUTES

All claims, disputes and other matters in question between the parties to this Agreement shall be determined under the judiciary system of the State of Florida. As a condition precedent to any party filing any action for a claim, dispute or other matter arising out of or related to this Agreement, the parties shall submit the dispute to mediation pursuant to the American Arbitration Association Construction Industry Mediation Rules currently in effect. Either party may file a written request for mediation with the American Arbitration Association and serve a copy on the other party. The mediation shall be concluded within sixty (60) days of the request, unless otherwise agreed or ordered by the court. Any legal or equitable proceedings shall be stayed pending conclusion of the mediation. The parties shall share the mediator's fee and other administrative costs of the mediation equally. The mediation shall be held in Suwannee County, Florida, unless the parties agree upon another location. Agreements reached in mediation shall be enforceable in any court of competent jurisdiction as settlement agreements. The mediation proceedings shall be confidential and shall be privileged from disclosure in any subsequent proceedings as settlement discussions.

ARTICLE 8 TERMINATION OR SUSPENSION

8.1 Termination by Owner for Default. If the Professional defaults by failing to substantially perform, in accordance with the terms of this Agreement, as reasonably determined by Owner, the Owner may give written notice to the Professional (i) terminating this Agreement effective seven (7) calendar days from the date of notice; or (ii) setting forth the nature of the default and requesting the Professional initiate cure within seven (7) calendar days from the date of notice. At any time thereafter, if the Professional fails to initiate cure upon the request of the Owner and continue such cure until complete, the Owner may give notice to the Professional of immediate termination. If the Owner terminates this Agreement pursuant to this paragraph, and it is subsequently determined by a court of competent jurisdiction that the Professional was not in default, then in such event said termination shall be deemed a termination for convenience as set forth in Paragraph 8.3.

8.2 Termination by Professional for Default. If the Owner defaults by failing to substantially perform in accordance with the terms of this Agreement, the Professional shall give written notice the Owner setting forth the nature of the default and requesting cure within seven (7) calendar days from the date of notice. If the Owner fails to cure within seven (7) calendar days from the date of notice may give notice to the Owner of immediate termination.

8.3 Termination by Owner for Convenience. The Owner may at any time give written notice to the Professional terminating this Agreement or suspending the Project, in whole or in part, for the Owner's convenience and without cause. If the Owner terminates this Agreement or suspends the Project, the Professional shall immediately reduce its staff, services and outstanding commitment in order to minimize the cost of termination or suspension.

8.4 Termination Compensation. If the Agreement is terminated by the Owner pursuant to Paragraph 8.1, no further payment shall be made to the Professional until completion of the Project. At such time, the Professional's compensation shall, at Owner's option, be calculated; (i) on the basis of services actually performed and expenses actually incurred prior to the effective termination date, or (ii) on the basis of the payment terms set forth elsewhere herein. In either case, the Professional's compensation shall be reduced by all costs and damages incurred by Owner as a result of the default of Professional. If the Agreement is (i) terminated by the Professional pursuant to Paragraph 8.2; (ii) terminated by the Owner pursuant to Paragraph 8.3; or (iii) suspended more than ninety (90) days by the Owner pursuant to Paragraph 8.3, the Professional's compensation shall be calculated on the basis of services actually performed and expenses actually incurred prior to the effective termination or suspension date and reasonable costs associated with the termination or suspension.

ARTICLE 9 PERIOD OF SERVICE

9.1 The Professional's Basic Services shall be performed in compliance with the Project schedule attached hereto as Exhibit C, as the same may be amended by agreement of the Owner and the Professional, in writing, subject to delays not the fault of the Professional or its consultants.

9.2 Unless sooner terminated, this Agreement shall remain in force for the period which may reasonably be required for the design, award of contracts, and construction of each Project initiated on or before June 30, 2024, including extra work and any required extension thereto, and the post-occupancy phase contemplated by subparagraph

2.6. This Agreement may be renewed at the Owner's option for two (2) additional one (1) year periods, based upon satisfactory performance of the Professional as determined by Owner in its sole and absolute discretion. To renew this Agreement, Owner shall so notify Professional at least thirty (30) days prior to the date of the original term or renewal term expires, as applicable.

ARTICLE 10 COMPENSATION

10.1 The Owner agrees to pay the Professional as compensation for the Professional's services as follows:

10.1.1 For the Basic Services described in Article 2 and on Exhibit D, the lump sum amount set forth on Exhibit I. This lump sum amount shall be based upon the rates established in Exhibit H, which shall apply for the duration of this Agreement.

10.1.2 For Additional Services defined in Article 3 to be paid as a lump sum, the lump sum prescribed in the Additional Services Authorization. This lump sum amount shall be based upon the rates established in Exhibit H, which shall apply for the duration of this Agreement.

10.1.3 For Additional Services defined in Article 3 to be paid as a not-to-exceed amount, the actual costs for such services, which shall be equal to or less than the not-to-exceed amount prescribed in the Additional Services Authorization. Actual costs charged shall be based upon the rates established in Exhibit H, which shall apply for the duration of this Agreement.

10.1.4 For the following reimbursable expenses as authorized by this Agreement in Exhibit I or by way of an Additional Services Authorization:

10.1.4.1 Expenses of transportation, meals and lodging of principals and employees, when traveling in connection with services and duties specifically related to this Project – other than those services and duties defined in Article 2 – and when authorized in writing by the Owner. Rates for transportation and meals are as set forth in §112.061, Florida Statutes, on the effective date of this Agreement. Rates for lodging are as set forth by the General Services Administration (GSA) on the effective date of this Agreement. See Exhibit A.

10.1.4.2 Expenses associated with reproduction of Drawings and Specifications as set forth on Exhibit G, excluding copies for Professional's office use and sets required at each phase for the Owner's review and approval.

10.1.4.3 Fees paid for securing approval of authorities having jurisdiction over the Project, if any.

10.1.4.4 If authorized in advance by the Owner in writing, the actual expense of overtime work requiring higher than regular rates.

10.1.4.5 If authorized in advance by the owner in writing, the additional expense of renderings, models, and mock-ups more extensive than those required as part of Basic Services.

10.2 Professional shall submit an Application for Payment upon completion of the milestones described on Exhibit I, completion of authorized additional services, or incurrence of authorized reimbursable expenses. Applications shall be on Owner's form, shall include appropriate back-up documentation, and shall be prepared in accordance with the requirements set forth in the Owner's Design and Commissioning Services Guide

10.3 Undisputed payments owed shall be paid by Owner within thirty (30) days of receipt of a complete Application for Payment.

10.4 Accounting records of the Professional's and any consultants it may engage pursuant hereto pertaining to this Project shall be kept in accordance with a generally recognized accounting basis and shall be available to the Owner or the Owner's authorized representative at mutually convenient times at no additional cost to the Owner. Owner may, upon reasonable notice, audit the records of the Professional and other members of the Project Team during regular business hours, during the term of this Agreement and for a period of three (3) years after final payment is made by Owner to Professional under this Agreement or longer, if required by law. Such audits may be performed by an Owner's representative or an outside representative engaged by Owner. For purposes hereof, "records" means any and all information, materials and data of every kind and character, whether hard copy or in electronic form, which may, in Owner's judgment have any bearing on or pertain to this Agreement, including, without limitation, books, subscriptions, recordings, agreements, leases, contracts, commitments, arrangements, notes, daily diaries, written policies and procedures, time sheets, payroll registers, and payroll records. Owner's authorized representative shall have reasonable access to the Professional's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to this Agreement, shall be provided adequate and appropriate work space at Professional's facilities, and shall have such other rights of access as may be reasonably necessary to carry out an audit.

ARTICLE 11 SPECIAL PROVISIONS

11.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to its choice of laws provisions and venue shall lie in the courts in Suwannee County, Florida.

11.2 **Capitalized Terms.** Capitalized terms used herein but not expressly defined herein shall have the meaning ascribed thereto in Owner's General Terms and Conditions as referenced above.

11.3 **Successors and Assigns.** The Owner and Professional, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Professional shall assign this Agreement without the written consent of the other.

11.4 **Integration.** This Agreement represents the entire and integrated agreement between the Owner and Professional and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Professional.

11.5 **Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Professional. Notwithstanding the foregoing, the Owner shall be an intended third party beneficiary of the Professional's contracts with its consultants, if any.

11.6 **No Contingency Fee.** The Professional represents and warrants that the Professional has not employed or retained any entity or person (other than a bona fide employee working solely for the Professional) to solicit or secure this Agreement, and that the Professional has not paid or agreed to pay any entity or person (other than a bona fide employee working solely for the Professional) any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

11.7 **Ownership of Records; Public Access to Documents.** Any books, documents, records, correspondence or other information kept or obtained by the Owner or furnished by the Professional to Owner in connection with the services contemplated herein are property of Owner. Professional acknowledges and agrees that any and all such books, documents, records, correspondence or other information may be public records under Chapter 119, *Florida Statutes*. Professional agrees to promptly comply with any order of a Court having competent jurisdiction which determines that records maintained by Professional are "public records" which must be available to the public. Professional acknowledges and agrees that any and all such books, documents, records, correspondence or other information may also be subject to inspection and copying by members of the public pursuant to Chapter 119, *Florida Statutes*. This Agreement may be unilaterally canceled by the Owner if the Professional or its consultants refuse to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, *Florida Statutes*, which are made or received by the Professional or its consultants in conjunction with this Agreement.

11.8 Hazardous Substances. Unless otherwise provided in this Agreement, the Professional and its consultants shall have no responsibility for the discovery, prior presence, handling, removal or disposal of or exposure of persons to hazardous substances in any form at the Project site regulated by federal law or the laws of the State of Florida or county in which the property is located, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances (collectively, "Hazardous Substances"). Notwithstanding the foregoing, the Professional shall immediately notify the Owner both orally and in writing of the presence or suspected presence and location of any Hazardous Substances on the Site of which it becomes aware.

11.9 Annual Appropriations. Owner's and the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

11.10 Public Entity Crime. The Professional represents and warrants that it is not on the convicted vendor list for a public entity crime committed within the past thirty six (36) months. The Professional further represents and warrants that it will neither utilize the services of, nor contract with, any supplier, subcontractor, or consultant for an amount in excess of \$15,000.00 in connection with this Project if such supplier, subcontractor or consultant is on the convicted vendor list for a public entity crime committed within the past thirty six (36) months.

11.11 Insurance. Professional shall carry insurance as prescribed herein. All insurance policies shall be with a company or companies lawfully authorized to do business in Florida, and with an A.M. Best Rating of no less than A/XV. All insurance policies shall be issued and countersigned by duly authorized representatives of such companies and shall be written on ISO standard forms or their equivalents. Such insurance coverage shall commence with Owner's assignment of a Project to Professional and shall remain in place for 3 years following completion of such Project.

11.11.1 Professional and the consultants identified in **Exhibit A** shall each carry a policy or policies covering their liability under this Agreement for any and all errors or omissions committed by them. The coverage shall be maintained during the term of the Agreement and for at least three years following completion of all operations to be performed. The policy or policies shall have a limit of liability not less than the amount set forth in **Exhibit A**. The policy retroactive date will coincide with or precede the start of services being provided hereunder (including subsequent policies purchased as renewals or replacements). The Professional shall make every effort, and cause its consultants to make every effort, to maintain similar insurance for at least three (3) years following Project completion. If the insurance is terminated for any reason, the Professional agrees, and will cause its consultants to agree, to purchase an extended reporting provision of at least three years to report claims arising from work that is being performed. The policy will allow for reporting of circumstances or incidents that might give rise to future claims.

11.11.2 Professional shall carry policies covering General Liability (\$1 million), Automotive Liability (\$1 million), and Worker's Compensation per the requirements of Chapter 440 of the Florida Statutes. General and Auto Liability policies shall provide cross liability coverage.

11.11.3 For all insurance types:

11.11.3.1 Insurance policies shall require that the insurer shall provide at least thirty (30) calendar days written notice to Owner if a policy is to be canceled, modified, or the coverage thereunder reduced before the expiration date thereof. Professional shall provide Owner with a copy of endorsement(s) to the policies and cancellation and/or non-renewal notices evidencing the same.

11.11.3.2 The Certificates of Insurance shall be dated and show the name of the insurer, the number of the policy, its effective date, and its termination date.

11.11.3.3 The Owner shall be named as additional insureds on General and Auto Liability policies.

11.11.3.4 All policies shall include a waiver of subrogation endorsement and a severability of interests endorsement.

11.11.3.5 Owner shall not be liable for amounts that may represent a deductible in any insurance policy, and the payment of such deductibles shall be the sole responsibility of the Professional or consultant providing such insurance. Professional and its consultants shall reveal the amount of such deductibles, if any, for each policy.

11.11.4 Professional shall provide copies of each insurance coverage policy required by this Agreement, including all endorsements, riders, etc., in order to verify that contractual insurance requirements are being satisfied. Provide such within 30 calendar days of the execution date of the Agreement and, thereafter, on or before the expiration date of an expiring policy or upon Owner's request.

11.12 Waiver of Certain Claims, Damages. The Professional shall not be entitled to, and hereby waives, any monetary claims for or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead or any indirect or consequential damages.

11.13 Breach Remedies. Owner's selection of one or more remedies for breach of this Agreement shall not limit the Owner's right to invoke any other remedy available to the Owner under this Agreement or by law.

11.14 Hold Harmless. To the maximum extent permitted by law, the Professional hereby agrees to indemnify and hold Owner and its officers and employees harmless for, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by (i) the negligence, recklessness, or intentionally wrongful conduct of the Professional and other persons employed or utilized by the Professional, including its consultants, in the performance of the Agreement; or (ii) Professional's breach of any covenant, term, or provision of this Agreement.

11.15 Sovereign Immunity. Professional acknowledges and agrees that nothing contained herein shall be construed or interpreted as (i) denying to Owner any remedy or defense available to it under the laws of the State of Florida; (ii) the consent of the Owner or the State of Florida or their agents and agencies to be sued; or (iii) a waiver of sovereign immunity of the Owner or of the State of Florida beyond the limited waiver provided in section 768.28, Florida Statutes.

11.16 Exhibits. The parties acknowledge and agree that all exhibits referenced in this Agreement are attached hereto and incorporated herein by reference.

11.17 Modifications. Additional modifications to this Agreement are set forth on **Exhibit J.**

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

FOR THE PROFESSIONAL:

ATTEST:

JBROWN PROFESSIONAL GROUP, INC.

BY: Christopher Potts

BY: Anthony J. Brown

ANTHONY J. BROWN JR., PE
PRESIDENT

CHRISTOPHER POTTS, PE, VICE PRESIDENT

DATE: 12/1/2023

FOR THE OWNER:

AS WITNESSED BY:

BY: John M Gilreath

John M Gilreath, JBPro

REVIEWED

APPROVED

BY: _____

BY: _____

DATE: 12/1/2023

DATE: 12/1/2023

EXHIBIT A

PROJECT DESCRIPTION, CONSTRUCTION DOCUMENTS, SITE VISITS, LEED CERTIFICATION, CONSTRUCTION COST, REIMBURSABLE EXPENSES, PROFESSIONAL LIABILITY INSURANCE REQUIREMENTS

Project No.: xxxxxxx

Project Name: full project title

Location / Address: (address or road section)

Program / Scope of Work: Approved Project dated MM YYYY (or briefly describe scope of work)

2.5.17

Building Information Modeling (BIM) If relevant, the Professional shall develop the design at each stage using Building Information Modeling (BIM) software and related technologies—specifically, the current versions of Autodesk "Revit Architecture" for architectural, Autodesk "Revit Structure" for structural content, and Autodesk "Revit MEP" for mechanical, electrical, and plumbing drawings. These models shall be used by the Professional for design coordination, collision avoidance, and production of traditional two-dimensional drawings, and may be used for energy analysis, day lighting analysis, and other building or systems analysis. The implementation and use of BIM shall be discussed by the Professional, Owner, and Construction Manager at a BIM kickoff meeting as early in design as possible, with the agreed-upon parameters captured by the Professional. Professional shall provide the BIM model(s) to the Construction Manager throughout design and construction subject to the limitations outlined in the BIM Execution Plan for scheduling, coordination, resource management, estimating, and other uses deemed beneficial to the Owner for delivery of the Project. Professional shall update the BIM model(s) at the end of construction to reflect the actual, "as-built" conditions. Final as-built model(s) shall be delivered to the Owner in the BIM format(s) as originally developed as linked Revit-based models containing the architectural, structural, and M/E/P content including sheet(s) elements reflecting content and format as depicted in the record drawings.

2.3.5 / 2.4.4 Phased Construction: Phase I portions of the Project are:
Itemize or write None.

2.5.5. Minimum Site Visits Required: Professional shall visit the site the minimum number of times of _____ per week.

2.5.18. LEED Certification: The LEED Certification level is established at GOLD level.

5.1.3. Construction Cost: The Construction Cost for this Project shall not exceed \$ enter amount.

10.1.4 Mileage Rate: The mileage rate for authorized travel – based on State of Florida rates on the Effective Date of this Agreement – is \$0.445 per mile. Reference F.S. 112.061.

Lodging Rate: The maximum reimbursable rate for lodging in Gainesville, Florida – based on General Services Administration (GSA) rates on the Effective Date of this Agreement – is \$102.00 per night, plus applicable taxes. Reference www.gsa.gov/perdiem.

Meals. The maximum reimbursable rates for meals (only paid when overnight travel is involved) – based on State of Florida rates on the Effective Date of this Agreement (reference F.S. 112.061) – are:

\$6.00 for breakfast | \$11.00 for lunch | \$19.00 for dinner | \$36.00 TOTAL

11.11. Professional Liability Insurance Requirements: Throughout the Project, the Professional and its architectural, mechanical engineering, electrical engineering, plumbing engineering, fire protection engineering, and structural engineering consultants shall carry, at the Professional's own expense, blanket Professional liability insurance with a coverage amount of \$1,000,000. The civil engineering consultant shall carry same with a coverage amount of \$1,000,000.

EXHIBIT B

SAMPLE NOTICE TO PROCEED

Pursuant to the Agreement between the University of Florida Board of Trustees ("Owner") and Name of Professional ("Professional"), for the design and construction of [Project #, name of project], the Owner and the Professional hereby execute this NOTICE TO PROCEED, effective insert date or "Immediately" and further agree as set forth below.

1. The Professional shall commence performance of services within ten (10) days after receipt from the Owner a Purchase Order and this Notice to Proceed, accompanied by completed Exhibits A, C, D, E (if applicable), F, G, I, and J, whichever is received later.

FOR THE OWNER:

(INSERT LEGAL NAME OF THE PROFESSIONAL)

EXHIBIT C

PROJECT DESIGN SCHEDULE

[PM Note: Delete/Move to design phases as needed]

PP #	PHASE	START	END
2.2	(PD) Pre-Design PD Review		
2.3.1 / 2.4.1	(CSD) Concept Schematic Design CSD Review and CM Cost Estimate		
2.3.2 / 2.4.2	(ASD) Advanced Schematic Design ASD Review and CM Cost Estimate ASHRAE Energy Model <i>[PM Note: Delete/Move to different design phase if needed]</i>		
2.3.3 / 2.4.3	(DD) Design Development Phase and Cost Report and Life-Cycle Cost Analysis DD Review and CM Cost Estimate		
2.3.5 / 2.4.5	60% Construction Documents and Cost Report 60% CDs Review and CM Cost Estimate		
2.3.5 / 2.4.5	(GMP) 100% CDs Early bid package 100% Site CDs Review and CM Site GMP		
2.3.5 / 2.4.5	(GMP) 100% Construction Documents and Cost Report 100% CDs Review (incl. State Fire Marshall) and CM GMP ASHRAE Energy Model <i>[PM Note: Delete/Move to different design phase if needed]</i>		
2.3.6	(CCD) Corrected/Conformance Document Set Bidding and Buyout Construction		
2.5.19	(SC) Substantial Completion Deliverables		
2.6.1	(FC) Final Completion Deliverables		
2.6.2	(PO) Post Occupancy Inspection & Report		

EXHIBIT D

SCHEDULE OF SERVICES AND CONSULTANTS

BASIC SERVICES

(THIS SCHEDULE LISTS SERVICES INCLUDED IN THE LUMP SUM FEE INITIALLY BASED ON THE FPC DESIGN SERVICES FEE CURVE AND INCLUDED IN THE TOTAL FEES AND SCHEDULE OF PAYMENTS AS SET FORTH ON THE EXHIBIT I)

		SERVICES	CONSULTANTS
Yes	No	Architectural Design	(name of firm)
Yes	No	Civil Engineering	(name of firm)
Yes	No	Landscape Architecture	(name of firm)
Yes	No	Structural Engineering	(name of firm)
Yes	No	Mechanical Engineering	(name of firm)
Yes	No	Electrical Engineering	(name of firm)
Yes	No	Plumbing Engineering	(name of firm)
Yes	No	Fire Protection Eng. (incl. hydraulic calculations)	(name of firm)
Yes	No	BICSI Communications Distribution Designer	(name of firm)
Yes	No	Cost Estimating & Report	(name of firm)
Yes	No	Renderings/Models/Animations	(name of firm)
Yes	No	Audio-Visual Systems Integration & Design	(name of firm)
Yes	No	Security Systems Integration & Design	(name of firm)

(THIS SCHEDULE LISTS OTHER SERVICES TO BE INCLUDED IN THE TOTAL FEES AND SCHEDULE OF PAYMENTS AS SET FORTH IN EXHIBIT I)

		SERVICES	CONSULTANTS
Yes	No	Topographical Survey	(name of firm)
Yes	No	Geotechnical Survey	(name of firm)
Yes	No	Radon Survey	(name of firm)
Yes	No	Existing Conditions Survey	(name of firm)
Yes	No	Threshold Inspection	(name of firm)
Yes	No	Detailed Cost Estimating	(name of firm)
Yes	No	Historic Research & Explorative Testing	(name of firm)
Yes	No	Hazardous Materials Survey / Work Plan	(name of firm)
Yes	No	Life-Cycle Cost Analysis	(name of firm)
Yes	No	Energy Model	(name of firm)
Yes	No	Acoustics Consultation	(name of firm)
Yes	No	Furniture Design and Selection	(name of firm)
Yes	No	Fast-Track Design (early site package)	(name of firm)
Yes	No	Additional Design Team Site Visits	(name of firm)
Yes	No	HVAC Commissioning	(name of firm)
Yes	No	IEQ/IAQ Commissioning	(name of firm)
Yes	No	Building Envelope Commissioning (incl. roof)	(name of firm)
Yes	No	Programming, Site Selection, Benchmarking	(name of firm)
Yes	No	Lab and Cleanroom Design	(name of firm)
Yes	No	Process Engineering and "Fit-Out"	(name of firm)
Yes	No	Vibration Analysis	(name of firm)
Yes	No	Electromagnetic Interference (EMI) and Radio Frequency Interference (RFI) Analysis	(name of firm)
Yes	No	Cleanroom Certification	(name of firm)
Yes	No	Validation	(name of firm)
Yes	No	Acoustic Consultation	(name of firm)
Yes	No	Measurement & Verification Plan	(name of firm)
Yes	No	Site Master Plan	(name of firm)
Yes	No	Agency Permits (SJRWMD or FDOT or FDEP or Other)	(name of firm)

EXHIBIT E

COMMISSIONING SERVICES

In the event Professional is to provide Commissioning services for a given project, the following terms shall apply, along generally with the Owner's Design & Commissioning Services Guide.

Systems To Be Commissioned

		SYSTEM	CONSULTANT
Yes	No	Mechanical ¹	(name of firm)
Yes	No	Plumbing ²	(name of firm)
Yes	No	Fire Protection	(name of firm)
Yes	No	Electrical ³	(name of firm)
Yes	No	Building Envelope ⁴	(name of firm)
Yes	No	Building Automation Systems ⁵	(name of firm)
Yes	No	Security and Access Control	(name of firm)
Yes	No	Process Systems ⁶	(name of firm)
Yes	No	Cleanroom (Certification)	(name of firm)
Yes	No	Cleanroom (Validation)	(name of firm)
Yes	No	other	(name of firm)

Systems Notes **PM: Edit / augment "Systems Notes" as needed**

1. Including steam/condensate and/or heating hot water systems, air handling systems, energy recovery devices and other energy-efficient equipment, and related support equipment (drives, pumps, terminal units, etc.)
2. Domestic hot water
3. Including lighting and lighting controls, emergency power and grounding systems, and system components, such as transformers, main switchgear, motors, and drives
4. Including roofing, masonry, glazing systems, water and vapor barriers, flashings, glazing, and other exterior "skin" products
5. Including all controls and monitoring & reporting systems, plus verification of metering functionality and proper integration with BAS
6. Including RO/DI water, process vacuum, clean dry air, process cooling water, acid waste neutralization, solvent waste collection, gaseous nitrogen, etc.

Miscellaneous Terms

LEED Certification: Project shall attain minimum **GOLD** certification under LEED-NC, EB, etc., Version (2009).

Design Review/Reconciliation Conferences: Participate in up to five (5) meetings.

Kickoff/Coordination Meetings: Participate in up to three (3) meetings.

Jobsite Meetings: Participate in up to twelve (12) meetings.

Building Envelope Inspections:

- Waterproofing: up to five (5) site visits
- Wall Systems, including masonry: up to three (3) site visits
- Glazing Systems: up to three (3) site visits
- Roofing Systems: up to ten (10) site visits

Post-Occupancy Period of Service: (one year) following Substantial Completion

EXHIBIT E CONTINUED
COMMISSIONING SERVICES

Functional Performance Test Sampling Rates

PM: Edit the following table as needed

Component	Sampling Rate
HVAC Systems	
Air handling units	100 %
Supply & Exhaust fans	100 %
Energy recovery units	100 %
Fan coil units	100 %
Ductwork	50 %
Heat exchangers	100 %
Steam pressure-reducing system	25 %
Pumps	100 %
Meters	100 %
BAS graphics & reporting	100 %
Test & Balance (AHUs, fans, pumps)	100 %
Test & Balance (FCUs)	25 %
Test & Balance (VAV boxes, diffusers, registers)	25 %
Plumbing Systems	
Domestic hot water pumps	100 %
Domestic hot water heaters	50 %
Solar hot water heating system	100 %
Electrical & Security Systems	
Lighting controls	50 %
Switchgear, transformers	100 %
Security head end / interface	100 %
Card/proximity readers	50 %
{Other Systems}	
NONE	

Commissioning Services Exclusions

1. Code compliance design review by Owner
2. Code compliance adherence during construction by Owner
3. Indoor Air Quality (IAQ or IEQ) testing by Owner.
4. Voice/data cabling "commissioning" by contractor and Owner
5. Energy Model and/or Life Cycle Cost Analysis by Professional (A/E).
6. Threshold inspection – if required – by others.
7. Materials testing by contractor.

EXHIBIT F

APPLICABLE GUIDELINES AND PROVISIONS

1.5 / 2.1.2 Applicable Guidelines:

1. Owner's policies and project management guides.
2. ...
3. ...
4. ...

EXHIBIT G

REQUIREMENTS FOR SUBMITTALS TO OWNER

Please review Exhibit A, item 2.5.7 “BIM 360 Policies and Procedures”. All projects will follow the requirement of the BIM 360 for documentation now and and storage of all information during construction in the near future.

EXHIBIT H

ADDITIONAL SERVICES RATES

Hourly Rate Fee Schedule

(Effective September 19, 2023)

<u>Position</u>	<u>Hourly Rate</u>
Civil Engineering	
Principal Engineer	\$ 175.00
Director of Engineering	\$ 150.00
Project Manager (PE)	\$ 125.00
Staff Engineer	\$ 100.00
Engineering Technician	\$ 80.00
Engineering Intern	\$ 60.00
Construction Manager	\$ 125.00
Surveying	
Principal Surveyor (PSM)	\$ 150.00
Director of Surveying (PSM)	\$ 125.00
Project Manager	\$ 110.00
Staff Surveyor	\$ 100.00
Survey Technician	\$ 80.00
3-Man Survey Crew	\$ 150.00
2-Man Survey Crew	\$ 130.00
1-Man Survey Crew	\$ 110.00
Planning	
Director of Planning (AICP)	\$ 150.00
GIS Manager	\$ 150.00
Staff Planner	\$ 120.00
GIS Technician	\$ 80.00
Planning Intern	\$ 60.00
Landscape Architecture	
Director of Landscape Architecture (RLA)	\$ 150.00
Landscape Designer	\$ 100.00
Landscape Intern	\$ 80.00
Administration	
Administration / Clerical	\$ 60.00

EXHIBIT I

SCHEDULE OF PAYMENTS – BASIC SERVICES

Phases to match Exhibit C

	PHASE	FEE % ¹	FEE
2.2	(PD) Pre-Design Phase ²	%	\$
2.3.1 2.4.1	(CSD) Concept Schematic Design	%	\$
2.3.2 2.4.2	(ASD) Advanced Schematic Design	%	\$
	ASHRAE Energy Model <i>[delete/move to different design phase if needed]</i>	%	\$
2.3.3 2.4.3	(DD) Design Development Phase	%	\$
2.3.4	Life Cycle Cost Analysis and Report	%	\$
2.3.5 2.4.5	60% Construction Documents	%	\$
2.3.5 2.4.5	(100% CD) 100% Construction Documents	%	\$
	ASHRAE Energy Model <i>[delete/move to different design phase if needed]</i>	%	\$
2.3.6 2.4.7	(B/N) Bidding or Negotiation Phase ³	%	\$
2.3.6	(CCD) Corrected/Conformance Document Set		
2.5	(CA) Construction Phase Administration of the Construction Contract ⁴	%	\$
2.5	(SC) Substantial Completion Deliverables	%	\$
2.6	(FC) Final Completion Deliverables	%	\$
	ASHRAE Energy Model <i>[delete/move to different phase if necessary]</i>	%	\$
2.6	(PO) Post Occupancy Inspection & Report	%	\$
	SUB-TOTAL FEES (LUMP SUM)	100%	\$
10.1	Not-To-Exceed Allowance for Reimbursable Expenses		\$
	TOTAL BASIC SERVICES FEES		\$

1. Fee % indicates proportion of lump sum items to the Sub-Total.
2. A portion of CSD fee may be distributed to pre-design (PD) phase site investigations, program reviews and as-built surveys.
3. Bidding/Negotiation Phase fees will be paid in increments based on actual bid packages. These bid packages will be developed after the Project has progressed, and the payment schedule for Bidding/Negotiation Phase fees will be determined at that time.
4. Construction Administration Phase payments to be paid in monthly increments in proportion to payments made to Builder.

EXHIBIT J

TRUTH IN NEGOTIATION CERTIFICATE

I, _____, the _____ of _____,
(name) (Title) (Organization name) Hereby certify that wage rates supporting the compensation to be paid under this
contract are accurate, complete and current as of the date of execution.

EXHIBIT K

PROJECT SPECIFIC MODIFICATIONS

11.17 Modifications to the Agreement Between Owner and Professional.

1. Unless agreed upon in writing, fee negotiations will utilize the DMS Fee Guide Calculator Complexity

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of agreement with Pitman Engineering for Professional Engineering Services following the RFQ 2023-15, which opened on August 15, 2023.

Considerations:

The County Administrator, in conjunction with the County Attorney, negotiated rates with Pitman Engineering.

Recommendation:

Respectfully request approval to enter a Professional Engineering Services Agreement with Pitman Engineering.

Respectfully submitted,

Date: November 7, 2023

Greg Scott,

County Administrator



PITMAN ENGINEERING

Official Date: September 27, 2023

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("AGREEMENT") is made and entered into by Pitman Engineering LLC ("PE" or "ENGINEER") and Suwannee County Board of County Commissioners ("CLIENT"), as identified and designated below, effective as shown via Official Date above. CLIENT is responsible for reading through AGREEMENT entirely and notifying PE of any questions pertaining to its contents prior to execution of contract. PE reserves the right to hold CLIENT liable for any and all contents as written within this contract as well as all accompanying documents referenced, once signed by CLIENT.

I. CLIENT & PROJECT INFORMATION

Project Name:	Professional Engineering Services Continuing Contract		
PE Project #:	23-21SUW	Project Location:	Suwannee County, FL
County #:	RFQ 2023-15	County Parcel(s) #:	N/A
Responsible Party (CLIENT):	Suwannee County Board of County Commissioners Attn: Mr. Greg Scott Suwannee County Board of County Commissioners 13150 80 th Terrace, Live Oak, FL 32060		
Project Summary	Provide various professional services on an as needed/requested basis to the County through effective timeline of continuing services contract.		

By signing below, CLIENT and PE have read through this AGREEMENT, and its terms of service, and agree to its terms. CLIENT shall return a copy of signed/executed AGREEMENT to PE.

_____ CLIENT's Signature	_____ Title	_____ Date
<i>Brian Pitman</i> _____ PE's Signature	Owner _____ Title	8/24/23 _____ Date



PE PROFESSIONAL SERVICES AGREEMENT: TERMS AND CONDITIONS

II. PE'S SCOPE OF SERVICES

- a. CLIENT and PE shall establish a project's scope at the time of need, as requested by the CLIENT, for each job individually. PE understands that project specifics will likely vary from job to job. PE shall not perform any other SERVICES outside of what is specifically mentioned in each individual jobs scope. CLIENT may choose to add services at any time via requested contract amendment. Said added services will not be performed until contract amendment has been executed between CLIENT and PE, which shall list specifically added services and compensation.

III. PAYMENT/FEE SUMMARY

- a. CLIENT and PE shall establish a project's payment terms and conditions as the time of need, as requested by the CLIENT, for each job individually. CLIENT shall understand that PE's preferred method of payment is lump sum, to be billed no more than once monthly, based on percentage of project completed at the time of invoicing. CLIENT is free to request alternative payment terms, if desired. An hourly rate chart has been included in this agreement for the CLIENT's use, and to establish an agreed upon hourly rate for any project that may be more suited to be paid on an hourly basis.
- b. All payments due by the COUNTY to the ENGINEER pursuant to this agreement shall be paid in accordance with Sections 255.0705-255.078, the Florida Prompt Payment Act.

IV. PROJECT TIMELINE

- a. PE will provide CLIENT with a project design phase schedule for each project, as requested. CLIENT understands that any timeline given by PE is an approximate estimate based on information and conditions known at the time of proposal and that there are outside stakeholders (FDOT, SRWMD, DEP, utility companies, etc.) which may affect timelines that are out of PE's control.
- b. CLIENT understands that delays in response or deliveries of required/requested materials from CLIENT may result in undesired delays.

V. METHOD & EXPECTATION OF PE CONTACT

- a. PE understands that frequent, open and honest communication is vital to the success of any project. PE will make themselves readily available for face-to-face meetings as requested by the CLIENT. CLIENT understands that PE may not always be immediately available in person or by phone but will work diligently to respond as soon as possible and to meet at the CLIENT's convenience.
- b. CLIENT understands that PE's preferred method of contact is through email as it helps establish a proper record of communication between CLIENT and PE. Email also allows faster transfer of information and instruction between all team members that will work on this project.

VI. CONTRACT CANCELLATION

- a. CLIENT or PE may initiate the cancellation of this contract following a minimum 30 days' notice of intent to do so, with or without cause. CLIENT is required to pay PE for percentage of work efforts completed for each individual job at the time of cancellation. PE reserves the right to reasonably set the percentage completed.
- b. If PE initiated cancellation, PE will pass off all information and files collected/created to date at the request of the CLIENT. No files will be transferred until all PE's fees for work completed have been paid. PE reserves the right to hold proprietary files, as deemed appropriate by PE. PE transfer of information will be limited to a total of 12 hours



- c. of effort. Efforts will be limited to emails, phone calls, and one virtual meeting. Any further effort, or prolonged transfer, shall be paid for by CLIENT on an hourly basis based on hourly RATES.
- d. Cancellation can and likely will be requested by PE, with cause, but not limited to the following reasons:
 - i) Non-payment from CLIENT
 - ii) Request made by CLIENT that is unlawful or unethical
 - iii) Mistreatment of staff and or subcontractors
 - iv) Project has become detrimental to PE's overall operational ability
- e. CLIENT shall not hold PE liable for any delays, damages, or hardships as a result of PE initiated cancellation. CLIENT understands that PE initiated cancellation will not be taken lightly and only initiated in scenarios where deemed absolutely necessary by PE.
- f. Prior to any cancellation of this Agreement by either party, the cancelling party must make known to the non-cancelling party the reason for the cancellation and give a good faith 10 day cure period to alleviate the reason for cancellation, if possible.

VII. PUBLIC RECORDS (FLORIDA STATUTES 119.0701)

- a. In addition to all other provisions provided in this contract, the Contractor shall also comply with the requirements of Florida Statutes section 119.0701 regarding public records. Specifically, the Contractor shall:
 - i) Keep and maintain public records required by the public agency to perform the service.
 - ii) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 - iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.
 - iv) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency. Contractor, for itself and any Subcontractor, agrees to comply with Florida Statutes section 119.0701 in all respects during the term of this agreement.
- b. Request for Records; Non-Compliance.
 - i) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
 - ii) If the Contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
 - iii) If the Contractor fails to provide the public records to the public agency within a reasonable time it may be subject to penalties under s. 119.10.

VIII. CIVIL ACTION.

- a. If a civil action is filed against Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if as provided by law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT MR. GREG SCOTT, SUWANNEE COUNTY ADMINISTRATOR, AS CUSTODIAN OF THESE PUBLIC RECORDS.



IX. INDEMNITY

- a. ENGINEER will indemnify, defend, and hold harmless the COUNTY and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by ENGINEER, its agents, employees, or subcontractors during the performance of the Agreement, except that neither ENGINEER, its agents, employees nor any of its sub-consultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by the COUNTY or any of its officers, agents or employees during the performance of the Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity by the county under Florida Statutes section 768.28.
- b. It is specifically agreed between the parties executing this Professional Services Agreement that it is not intended by any of the provisions of any part of the Professional Services Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Professional Services Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
- c. ENGINEER guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against ENGINEER or any sub-consultant or subcontractor, in connection with this Professional Services Agreement, Final acceptance and payment does not release ENGINEER from its obligations hereunder until all such claims are paid or released.

X. COMPLIANCE WITH LAWS

- a. ENGINEER certifies that it is eligible to receive State and Federal funded contracts, ENGINEER also certifies that no party which is ineligible for such work will be subcontracted to perform any services under this Agreement.
- b. ENGINEER shall comply with all Federal, State and Local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability, in the performance of work under this Agreement.
- c. ENGINEER shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by ENGINEER in conjunction with this Agreement. Failure by ENGINEER to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the COUNTY.
- d. ENGINEER agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the COUNTY and securing its consent in writing. ENGINEER also agrees that it will not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information is the property of the COUNTY.

XI. INSURANCE

- a. GENERAL LIABILITY. ENGINEER shall carry and keep in force during the period of this Professional Services Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$1,000,000 each occurrence, and property damage insurance of at least \$300,000 each occurrence, for the services to be rendered in accordance with this Professional Services Agreement, as well as the indemnity provided hereinabove.
- b. AUTOMOBILE LIABILITY. ENGINEER shall also carry and keep in force during the period of this Professional Services Agreement automobile liability insurance policy or policies for all vehicles operated by ENGINEER in the performance of services hereunder with a company or companies authorized to do business in Florida, affording liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$1,000,000 each occurrence, and property damage insurance of at least \$1,000,000 each occurrence, for the services to be rendered in accordance with this Professional Services Agreement, as well as the indemnity provided hereinabove.
- c. PROFESSIONAL LIABILITY. ENGINEER will have and maintain during the term of this Agreement, a professional liability insurance policy with a company or companies authorized to do business in the State of Florida, affording



professional liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of Two Million Dollars (\$2,000,000.00) per claim.

- d. The COUNTY shall be named as an additional insured on the foregoing policy. Each such policy shall provide for written notification of the COUNTY no less than 30 days prior to the expiration or cancellation of coverage.
- e. ENGINEER shall maintain workers compensation insurance in force as required by Florida Law.
- f. ENGINEER shall deliver proof of the foregoing insurance to the COUNTY prior to performing any work hereunder.

XII. PROFESSIONAL SERVICES FEE SCHEDULE/RATES

<u>DESIGN LABOR CLASS</u>	<u>Rate Per Hour</u>
Principal/Lead Professional Engineer	\$ 200.00
Senior/Professional Engineer	175.00
Staff Engineer	150.00
Senior Project Manager	175.00
Senior GIS & CAD Drafter/Designer	115.00
Project Manager	110.00
GIS & CAD Drafter/Designer	95.00
Project Assistant/Administrative Support	65.00

<u>SURVEY LABOR CLASS</u>	<u>Rate Per Hour</u>
Senior Professional Surveyor (PLS/PSM)	\$ 200.00
Senior Project Manager	175.00
Staff Surveyor	150.00
3-Man Survey Crew	200.00
2-Man Survey Crew	160.00
Senior CAD Drafter/Designer & Senior Party Chief	115.00
Party Chief & Project Manager	110.00
Administrative Support & Field Crew Member	65.00

<u>CONSTRUCTION LABOR CLASS</u>	<u>Rate Per Hour</u>
Senior Professional Engineer (PE)	\$ 200.00
Staff/Material Engineer	150.00
Project Manager	110.00

<u>SUPPORT STAFF LABOR CLASS</u>	<u>Rate Per Hour</u>
Senior Planner	\$ 160.00
Planner	110.00
Grant Administrator & Contract Support Specialist	100.00
Administrative Support	65.00

- a. Rates for legal preparation, depositions, testimony and other expert witness work will be charged at one and one-half times the above rates, as will non-exempt employees working overtime.
- b. The above rates include all direct and indirect costs except reimbursables. Indirect costs include such items as overhead, profit, and such statutory and customary fringe benefits as social security contributions, sick leave, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, annual leave, and holiday pay.
- c. Reimbursable expenses shall mean the actual expense of transportation and subsistence of principals and employees, consultants' fees, subcontractors' fees, toll telephone calls, facsimile transmissions, reproduction of reports and other project-related materials, expendable supplies directly used on the project, computer charges, equipment use fees, and similar project-related items. A fifteen percent service charge will be applied to all reimbursable expenses.
- d. The rates for Pitman Engineering LLC personnel categories listed herein are valid throughout the length of this contract and are subject to revision prior to any extension of existing contract or any time thereafter



XIII. MISCELLANEOUS

- a. The applicable standard of care will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services.
- b. The ENGINEER and the COUNTY agree that the ENGINEER, its employees, and subconsultants are not agents of the COUNTY as a result of this Professional Services Agreement for any purposes.
- c. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in either gender shall extend to and include the other gender.
- d. ENGINEER is an independent contractor with respect-to-the services performed herein. Nothing contained herein shall be deemed to create the relationship of partner principal or joint venture between the Parties. ENGINEER has no right or authority, under this Agreement, to incur obligations of any kind in the name of or for the account of the COUNTY, nor to commit or bind the COUNTY to any contract or other obligations.
- e. It is understood and agreed by the parties hereto that if any part, term or provision of this Professional Services Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Professional Services Agreement did not contain the particular part, term or provision held to be invalid.
- f. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- g. Venue in any legal action related to this Agreement shall be in Suwannee County, Florida.
- h. Failure or delay on the part of either party to exercise any right, power, privilege or remedy under this Agreement shall not constitute a waiver thereof. No modifications or waiver by either party of any provision shall be deemed to have been made unless made in writing.
- i. This Professional Services Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Professional Services Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

_____ CLIENT's Initials	_____ Date
<u>BP</u> PE's Initials	<u>9/14/23</u> Date

- END OF PROFESSIONAL SERVICES AGREEMENT -

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of agreement with North Florida Professional Services, Inc. for Professional Engineering Services following the RFQ 2023-15, which opened on August 15, 2023.

Considerations:

The County Administrator, in conjunction with the County Attorney, negotiated rates with North Florida Professional Services, Inc.

Recommendation:

Respectfully request approval to enter a Professional Engineering Services Agreement with North Florida Professional Services, Inc.

Respectfully submitted,

Date:

December 5, 2023

Greg Scott,

County Administrator

SUWANNEE COUNTY AGREEMENT NO. _____

**ENGINEERING AGREEMENT BETWEEN
SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
NORTH FLORIDA PROFESSIONAL SERVICES, INC.**

This AGREEMENT for Civil Engineering/Consulting Services, by and between Suwannee County Board of Commissioners, (hereinafter "COUNTY") with its principal office at 13150 80th Terrace, Live Oak, Florida 32060 and North Florida Professional Services, Inc., (hereinafter "NFPS") a Florida corporation, with its principal office at P.O. Box 3823, Lake City, FL 32056. The Agreement is for a period of five (5) years with the ability for an extension of the services annually based on continued satisfactory performance by NFPS.

WITNESSETH:

ARTICLE I

Term. This Agreement shall be for a period of five (5) consecutive years beginning on December _____, 2023, unless terminated earlier as provided herein. At the end of the initial term, this Agreement may be renewed on an annual basis at COUNTY's sole discretion, based on continued satisfactory performance by NFPS.

ARTICLE II

Scope of Services. NFPS may provide planning, engineering design, and construction related services. Such services could include, but not necessarily be limited to, planning; surveying; subsurface exploration; geotechnical analysis; procurement; inspection; construction engineering inspection (CEI); civil, structural, environmental, mechanical, electrical, landscape architecture, and architectural design with a focus on roads, bridges, and buildings; planning; environmental study and documentation; permitting on federal, state and local levels, bidding and construction administration; resident construction representation; technical studies; utility studies; transportation studies; project plans, specifications, and initial construction contract documents; engineering design reports; land acquisition services; grant application and management; cost estimating and scheduling; attendance at meetings; all tasks associated with infrastructure projects, including grant administration, preliminary design and budgeting, facility assessment, investigation, public input; and other services as may be requested by the COUNTY in appropriate Task Order.

Each individual assignment shall be the subject of a separate agreement, supplemental to this Agreement, and shall be designated "Task Order No. ____" the "number" being in accordance with the sequence in which the assignments are made.

NFPS's responsibilities shall be as set forth in the applicable Task Order covering the specific assignment involved which is issued pursuant to this Agreement.

ARTICLE III

Project Schedules. NFPS shall perform the services outlined under Article II of this Agreement consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions (the "Standard of Care") and consistent

with said Standard of Care, and as more specifically established in subsequent Task Orders in a timely manner consistent with the assignment schedules as mutually agreed upon by the COUNTY and NFPS commencing upon written authorization by the COUNTY to proceed with the assignment and terminating upon completion of the Project.

ARTICLE IV

Relationship of the Parties, Joint Cooperation. This Agreement shall not in any manner be construed as to create the relationship of principal and agent, partnership or joint venture, or of any association between the COUNTY and NFPS. The closest collaboration and cooperation shall be maintained by NFPS with representatives of the COUNTY and the COUNTY will be entitled at all times to be advised, at its request, of the status of work done by NFPS and of the details thereof. NFPS will provide periodic reports of ongoing tasks accompanying each invoice for payment. The COUNTY shall furnish to NFPS all pertinent existing information deemed necessary by NFPS to be relevant to the execution of the Project. The COUNTY will have the right to inspect the work of NFPS at any time.

ARTICLE V

Specialty Contractors. Determination of the need for and selection of Specialty Contractors shall be made jointly by NFPS and the COUNTY.

ARTICLE VI

Ownership and Reuse of Documents. All tracings, plans, specifications, maps, computer data prepared or obtained under a specific Assignment of this Agreement shall remain the property of the COUNTY. However, any use of plans and specifications, except for the use specifically intended by the documents, will be at the COUNTY'S sole risk, and the COUNTY will indemnify NFPS from any and all claims and liabilities, which may result from re-use of work documents for purposes other than that intended.

ARTICLE VII

Changes in the Work/Claims. COUNTY shall have the right at any time during the progress of a project to increase or decrease the work. Promptly after being notified of a change, NFPS shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. In any event that a requested change results in work which NFPS asserts is not covered by this Agreement or the project Task Order, a claim by NFPS shall be made in writing to the COUNTY within three (3) calendar days after the first day of the event giving rise to such claim or else NFPS shall be deemed to have waived the claim for additional payment. Written supporting data shall be submitted to the COUNTY within fifteen (15) calendar days after the occurrence of the event unless the COUNTY grants additional time in writing, or else NFPS shall be deemed to have waived the claim for payment of the additional services. In the event the COUNTY and NFPS are unable to agree on the change in compensation, NFPS shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the COUNTY in writing and the COUNTY shall continue to make payments in accordance with the Agreement or project Task Order during the pendency of any claim.

ARTICLE VIII

Laws and Ordinances. NFPS shall comply with federal, state and local laws and ordinances applicable to the work.

ARTICLE IX

Assignment. Except as provided in any Task Order, NFPS shall not sublet, assign or transfer any work under this Agreement without the written consent of the COUNTY.

ARTICLE X

Termination. The provisions of this Agreement may be terminated by either party without cause, in which event at least thirty (30) days prior written notice of such termination shall be given to the other.

- (1) In the event the COUNTY causes abandonment, termination, or suspension of this Agreement or parts thereof, NFPS shall be compensated for services rendered up to the time of such termination on a quantum merit basis, and documents shall remain the property of the COUNTY as outlined in Article VI.
- (2) In the event NFPS terminates this contract without cause, the COUNTY shall have full authority to appropriate or use all tracings, plans, specifications, maps, computer programs and data prepared or obtained under a specific Task Order under this Agreement and may enter into an agreement with others for the completion of the work under this contract. All costs and damages incurred by the COUNTY because of such termination by NFPS, including the cost of completing the work under this contract or any task order, shall be charged to NFPS. In case the expense so incurred by the COUNTY is less than the sum which would have been payable to NFPS if the work had been completed under this contract, NFPS shall NOT receive the difference. In case the expense exceeds the sum which would have been payable under the contract, then NFPS shall be liable to pay the COUNTY such excess.

ARTICLE XI

Reimbursement. The COUNTY will pay NFPS in accordance with the covenants of each Task Order. In cases where the COUNTY desires to authorize services on a time and material basis the salary rates shown in Attachment I shall apply. These rates shall be evaluated annually and adjusted in accordance with annual salary increases/decreases.

The COUNTY shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the receipt of the invoice. If payment is not maintained on a thirty (30) day current basis, NFPS may suspend further performance until payments are current. The COUNTY shall notify NFPS of any disputed amount within fifteen (15) days from date of the receipt of the invoice, give reasons for the objection, and promptly pay the undisputed amount.

ARTICLE XII

Truth in Negotiations. NFPS warrants that the wage rates and other factual unit costs supporting the lump sum compensation for each Task Order are accurate, complete and current at the time of contracting and that the original contract price and any additions thereto shall be adjusted to exclude any significant sums where the COUNTY determines the contract price was increased

due to inaccurate, incomplete or non-current wage rates and other factual costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

ARTICLE XIII

Prohibition Against Contingent Fees. NFPS warrants that it has not employed or retained any company or person other than a bona fide employee working solely for NFPS to solicit or secure this Agreement and that it has not paid or agreed to pay any person other than a bona fide employee of NFPS, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE XIV

Certification of Restrictions on Lobbying. NFPS agrees that no federally appropriated funds have been paid or will be paid by or on behalf of NFPS to any person for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally appropriated funds have been paid by NFPS to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with any FDOT Joint Participation Agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

ARTICLE XV

Access to Records. The COUNTY, FDOT and any other duly authorized representative shall have access to any books, documents, papers and records of NFPS which are directly pertinent to a specific grant program or Task Order under this Agreement for the purpose of making audits, examinations, excerpts and transcriptions. Further, NFPS understands that the public shall have access, at all reasonable times, to all documents and information pertaining to county contracts, subject to the provisions and limitations of Chapter 119, Florida Statutes, and agrees to allow access by the COUNTY and the public to all documents subject to disclosure as prescribed under applicable law except to those documents properly marked by NFPS as privileged and confidential. NFPS shall maintain all project records for five (5) years after final payment is made and after all other pending matters are closed, whichever is later.

ARTICLE XVI

No Third Party Rights. This Agreement shall not create any rights or benefits to parties other than the COUNTY and NFPS. No third party shall have the right to rely on NFPS's opinions rendered in connection with the Services without the written consent of NFPS and the third party's agreement to be bound to the same conditions and limitations as the COUNTY.

ARTICLE XVII

Hazardous Substances. All nonhazardous samples and by-products from sampling processes in connection with the Services shall be disposed of by NFPS in accordance with applicable law. However, any and all such materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment, and all hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the Services, shall be packaged in accordance with the applicable law by NFPS and turned over to the COUNTY for appropriate disposal. NFPS shall not arrange or otherwise dispose of Hazardous Substances under this Agreement. NFPS, at the COUNTY'S request, may assist the COUNTY in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but NFPS shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility, nor subcontract such activities through transporters or others. The COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances. If the COUNTY requires: (1) NFPS's agents or employees to sign such manifests; or (2) NFPS to hire, for the COUNTY, the Hazardous Substances transportation, treatment, or disposal contractor, then for these two purposes NFPS shall be considered to act as the COUNTY'S agent so that NFPS will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances, and the COUNTY shall indemnify NFPS against any claim or loss resulting from such signing.

ARTICLE XVIII

Force Majeure. An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees. In the event of Force Majeure, the obligations of NFPS to perform the Services shall be suspended for the duration of the event of Force Majeure. In such event, NFPS shall be equitably compensated for time expended and expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for thirty (30) days or more, NFPS may, in its sole discretion upon five (5) days prior written notice, terminate this Agreement or the affected Task Order, or both. In the case of such termination and in addition to the compensation and time extension set forth above, NFPS shall be compensated for all reasonable termination expenses.

ARTICLE XIX

Applicable Law/Venue. In the event that any action or proceeding is brought to enforce the terms of this Agreement, Florida law shall apply. The parties agree that venue shall only be proper in the appropriate court located in Suwannee County, Florida, and the prevailing party shall be entitled to recover the cost of the action and reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

**SUWANNEE COUNTY
BOARD OF COUNTY COMMISSIONERS:**

ATTEST:

By: _____
Barry Baker
Clerk

By: _____
Travis Land
Chairman

Date: _____

Date: _____

ATTEST:

NORTH FLORIDA PROFESSIONAL SERVICES, INC.:

By: Megan Carter
Megan Carter
Secretary/Treasurer

By: Gregory G. Bailey, PE
Gregory G. Bailey, PE
President

Date: 12/11/2023

Date: 12/11/23



NFPS



PO BOX 3823
LAKE CITY, FL 32056



PHONE (386) 752-4675
FAX (386) 752-4674



www.nfps.net

NFPS Hourly Rate Schedule

DESIGN TEAM	RATE	SURVEY TEAM	RATE
Principal Engineer (PE)	\$300.00	Professional Surveyor (PSM/PLS)	\$150.00
Sr. Professional Engineer (PE)	\$250.00	Survey Project Manager	\$115.00
Project Engineer (PE)	\$190.00	Survey Technician	\$85.00
Jr. Project Engineer (EI)	\$175.00	3-Man Survey Crew	\$230.00
Project Manager	\$145.00	2-Man Survey Crew	\$185.00
Sr. Designer	\$95.00	1-Man Survey Crew	\$150.00
Engineering Technician	\$85.00	Maintenance of Traffic	\$275.00
Sr. CAD/GIS Technician	\$75.00		
CAD/GIS Technician	\$65.00	BUILDING SERVICES TEAM	RATE
Sr. GIS Analyst	\$125.00	Certified Building Official	\$125.00
GIS Analyst	\$90.00	Building Inspector	\$100.00
Sr. GIS Technician	\$75.00	Plans Reviewer	\$125.00
		Permitting Specialist	\$70.00
CONSTRUCTION TEAM	RATE	SUPPORT STAFF & MISC.	RATE
Sr. Prof. Construction Engineer (PE)	\$275.00	Government Liaison	\$135.00
Project Administrator	\$125.00	Sr. Land Use Planner	\$140.00
Sr. Construction Inspector	\$95.00	Land Use Planner	\$115.00
Construction Inspector	\$85.00	Grant Administrator	\$110.00
Sr. Bridge Inspector	\$110.00	Contract Support Specialist	\$95.00
Bridge Inspector	\$95.00	RCS/EEO Specialist	\$90.00
Material Engineer (PE)	\$190.00	Clerical	\$60.00
Materials Testing/Sampling Tech	\$95.00	Water/Wastewater Plant Operator	\$90.00
Field Technician	\$70.00	Expert Witness	\$300.00
Asphalt Plant Inspector	\$90.00		

7/15/2022

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval of Subterranean Termite Control and Limited Warranties Agreement with Live Oak Perst Control, Inc. for eight (8) county facilities.

Considerations:

These agreements are renewed every five (5) years.

Live Oak Pest Control, Inc. provides this service to all county facilities.

The proposed agreements are for the following locations:

- 1) Luraville Community Center, 20516 180th Street, Live Oak
- 2) County Office Building, 224 Pine Avenue, Live Oak
- 3) Coliseum, 1302 SW 11th Street, Live Oak
- 4) Criminal Division Building, 1902 Duval Street NE, Live Oak
- 5) Supervisor of Elections Office, 302 Pine Avenue SW, Live Oak
- 6) Wellborn EMS Station #5, 12211 CR 137, Wellborn
- 7) Health Department 915 Nobles Ferry Road, Live Oak
- 8) Old 1963 Addition Portion of Courthouse, 200 South Ohio Avenue, Live Oak

Budget Impact:

These fees are budgeted and will be paid from the Maintenance Facilities budget.

Recommendation:

Staff respectfully requests the Suwannee County Board of County Commissioners approve the Subterranean Termite Control and Limited Warranties Agreement with Live Oak Perst Control, Inc. for eight (8) county facilities.

Respectfully submitted,

Dated:

Greg Scott,
County Administrator



17856 U.S. 129 South
McAlpin, FL 32062 - 2561

Melissa M. Snodgrass
President

November 29, 2023

Mark Durham
Suwannee County Commission
13150 80th Terrace
Live Oak, FL 32060

RE: Termite Account #2802500-Service Address: 20516 180th Street, Live Oak, FL
Luraville Community Center
Termite Account #503663-Service Address: 1902 Duval Street NE, Live Oak, FL
Criminal Division Building
Termite Account #503807-Service Address: 302 Pine Avenue SW, Live Oak, FL
Supervisor of Elections Office
Termite Account #4221940-Service Address: 12211 CR 137, Wellborn, FL
Wellborn EMS Station #5
Termite Account #2798500-Service Address: 915 Nobles Ferry Road, Live Oak, FL
Health Department
Termite Account #2794000-Service Address: 200 South Ohio Avenue, Live Oak, FL
1963 Addition Portion of Courthouse
Termite Account #2794500-Service Address: 1302 SW 11th Street, Live Oak, FL
Coliseum
Termite Account #2802000-Service Address: 224 Pine Avenue, Live Oak, FL
County Office Building

Dear Mr. Durham,

This letter is to inform you that the fifth-year booster treatments have been completed for the referenced locations as part of our service to you. There are no additional charges for these services. They are included in the cost of the annual renewal services for this year.

Enclosed are the updated Subterranean Termite Control and Limited Warranties. Please review the contracts, sign and return the originals to our office. The duplicate copies (yellow) are for you to keep for your records.

State regulations require that our office maintain copies of the current Subterranean Termite Control and Limited Warranties on file. If we do not receive our copies prior to the anniversary date for next year's inspections, we will regretfully assume you no longer wish to maintain or extend the Subterranean Termite coverage. Please remember that once cancelled, the contracts cannot be reinstated at the current price. Please note that any untreated additions and/or wood-to-ground porches and/or attachments will void this warranty.

We thank you for your patronage and look forward to many more years of service to you. If you have any questions, please contact the office at one of the numbers listed below.

Sincerely,

Ms. Wynn McDonald
Termite Department



Florida Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

CONSUMER NOTICE FORM

Bureau of Inspection and Incident Response
3125 Conner Blvd, Suite N,
Tallahassee, FL 32399-1650
biircomplaints@FDACS.gov

NICOLE "NIKKI" FRIED
COMMISSIONER

Rule 5E-14.105, F.A.C.
Telephone: (850) 617-7996; Fax: (850) 617-7968

A pest control company must give you a written contract prior to any treatment of each wood-destroying organism. It is very important that you read and understand the contract you are signing. The pest control company is only obligated to follow the terms of the contract you have signed, regardless of other statements by the company or salesperson. (Note: Contracts for treatment for new construction can be issued to the builder and provided to you at closing).

BASIC REQUIREMENTS FOR CONTRACTS

- The contract must state the common name of the wood-destroying organism to be controlled by the company (e.g. subterranean termite, powder post beetle). If the contract is for termite control, the contract must clearly state whether Formosan termites are covered or not.
- Some contracts do not include a treatment at the time the contract is issued, and that should be clearly stated. If a treatment is performed as part of the contract, the cost for the treatment must be stated. If the treatment is only for certain areas, the contract should clearly state that it is for "spot treatment" only.
- The contract must state if it is a retreatment only or a retreatment and repair contract. If it is a retreatment and repair contract, carefully read the sections of the contract that state when repairs will or will not be covered by the contract.

REQUIREMENTS FOR STATING WHEN TREATMENT OR REPAIR WILL NOT BE COVERED BY THE CONTRACT

- Repair contracts will not cover repairs from termite damage under every condition. The contract must state when retreatment or repair will be done, and conditions under which the company can refuse to retreat or repair.
- These conditions have to be stated and be under headings in the contract that are in bold print. Companies typically refuse repair or retreatment if the condition of the house is such that moisture or leaks result in termite infestation, or where siding makes it hard to see termite infestation

Examples of this are:

- Cracks in concrete slabs
- Wood or wall siding in contact with ground
- Plumbing leaks
- Leaks in the roof
- Water accumulating against side of house

The law does require that companies notify you if they see conditions which would void the repair promise and they have to give you a chance to correct the condition before voiding the contract or denying repair coverage.

- Contracts may have a condition that does not cover Formosan termite damage until a specific time period has passed. This means that if damage occurs during this period the company will not pay for repair.
- You have the right to compare contracts from other companies before signing a contract with a company. Choose the company that gives you the best contract options.
- If you have any questions about the terms of the contract, or concerns about the compliance history of the company with regard to pest control laws or regulations, contact the Department of Agriculture and Consumer Services at phone number: 850-617-7996 or email: biircomplaints@freshfromflorida.com.

I understand that I am entering into a contract with Live Oak Pest Control, Inc. (fill in company name) to provide subterranean termite treatment, and I have read and understood the terms of the contract.

subterranean termite

Print Name of Consumer

Date:

Signature of Consumer

Title: Property Owner or authorized agent

Wynn McDonald
Print Name of Pest Control Representative

Date:

Signature of Pest Control Representative

Company: Live Oak Pest Control, Inc.



A locally owned company serving you since 1972

17856 U.S. 129 South • McAlpin, Florida 32062-2561 (386) 362-3887

SUBTERRANEAN TERMITE TREATMENT CONTRACT AND LIMITED WARRANTY RETREATMENT ONLY

PURCHASER: Suwannee County Commission PHONE: 386-364-3400
DATE: November 27, 2023
MAILING ADDRESS: 13150 80th Terrace
CITY: Live Oak STATE: FL ZIP: 32060
DESCRIPTION OF PROPERTY: Luraville Community Center
PROPERTY ADDRESS: 20516 180th Street
CITY: Live Oak STATE: FL ZIP: 32060
STRUCTURES TO BE TREATED: [] RESIDENTIAL PROPERTY [X] COMMERCIAL PROPERTY

RECITALS

1. For the sum of \$ 117.25, including sales tax, if any, Live Oak Pest Control, Inc. (Company) shall provide subterranean termite control services under this contract and a Limited Warranty in conformity with applicable federal, state and local requirements for the initial term of one (1) year, subject to annual renewal as set forth in paragraph 6.

TERMS

- 2. Company shall provide subterranean termite control services as follows:
- Pretreatment only
- Post-construction treatment for confirmed infestation
- Post-construction for suspected infestation or preventative treatment
3. Special conditions: Booster completed. Next Booster due November 2028. Renewals due November annually.

4. Company shall perform a subterranean termite control treatment and provide a one-year limited warranty for the premises described above against the infestation of native subterranean termites only. THIS LIMITED WARRANTY SHALL EXCLUDE COVERAGE FOR FORMOSAN TERMITES AND OTHER NONNATIVE SUBTERRANEAN TERMITE SPECIES OR ANY OTHER WOOD DESTROYING ORGANISM.

5. LIMITED WARRANTY. In the event of continued subterranean termite infestation or re-infestation, Company will provide additional termiticide treatment as may be reasonable and necessary, at no charge to Purchaser provided that the existence of such infestation is brought to Company's attention while this limited warranty is in effect.

6. THIS LIMITED WARRANTY DOES NOT APPLY TO TERMITE OR TERMITE RELATED DAMAGE TO THE STRUCTURE, ITS CONTENTS, TREES OR SHRUBS, AND ACCORDINGLY COMPANY WILL NOT BE RESPONSIBLE FOR SUCH DAMAGES OR ANY CONSEQUENTIAL DAMAGES UNLESS DUE TO THE GROSS NEGLIGENCE OF COMPANY. THIS IS A LIMITED WARRANTY AS DESCRIBED IN FS 482.227.

7. Purchaser may obtain annual renewals of this limited warranty for up to four (4) additional years. The initial annual renewal fee shall be \$ 158.29 per year. This renewal fee may be increased on 2028, and any subsequent renewal term. Such renewal and increase in renewal fees shall be at the Company's discretion, but in no event shall the renewal fee increase exceed 35% of the previous renewal fee.

8. Although Company may provide the Purchaser with a courtesy notice of the applicable renewal date, it shall nevertheless be the responsibility of the Purchaser to pay the renewal fees on a timely basis in order to maintain this limited warranty. This limited warranty shall terminate if renewal fees are not paid on or before the expiration date of the initial limited warranty or any extension thereof.

9. Upon the expiration of the last renewal period provided for herein, Company and the Purchaser may, by mutual written agreement, provide for the extension of this limited warranty and/or re-treatment for additional compensation.

10. This contract and limited warranty apply to the structure as it exists as of the date of the initial treatment. Because subterranean termite control is based upon the establishment of chemical barriers around and/or under the structure, any structural alterations, additions to the property, or disturbance to these barriers can compromise Company's treatment and facilitate subterranean termite infestation.

11. In the event that Company determines during an annual inspection or otherwise, that its termite barrier has been materially compromised due to water leaks, excessive moisture, unremoved wooden form sticks, new construction, or any other cause not attributable to Company's employees, Purchaser shall be required to correct such conditions and authorize and compensate Company for termiticide treatment that may be reasonable and necessary to maintain or reinstate its termiticide barrier. IF APPROPRIATE CORRECTIONS ARE NOT MADE OR CANNOT BE MADE, COMPANY CAN TERMINATE THIS AGREEMENT AND ASSOCIATED LIMITED WARRANTY.

12. Purchaser shall advise its contractors and agents that the disturbance of the pretreat chemical barrier by walking upon the same, regrading the pad, removing and/or resituating plumbing or electrical lines can materially compromise the effectiveness of the termiticide barrier. In the event such occurrences due to the actions of Purchaser's agents or any third party not under Company's direction and control, Purchaser shall advise Company of such events and allow for re-treatment at Purchaser's expense.

13. Before the Company's initial treatment and/or in the instance of any re-treatment of the premises, the Purchaser shall, at his expense:

- a. Correct or cure structural or physical deficiencies or conditions which materially interfere with the efficacy of the termiticide barrier.
b. Provide Company with reasonable and necessary access to inspect and treat the premises which may include on an as needed basis the installation of a tub trap access, down drilling of interior flooring and tile, temporary removal of built-in elements and/or installation of access panels.
c. IN THE EVENT THAT PURCHASER FAILS TO COMPLY WITH THE REQUIREMENTS OF PARAGRAPHS 9, 10, 11, 12(a) or (b), COMPANY MAY AT ITS DISCRETION DECLARE VOID AND TERMINATE THIS CONTRACT AND LIMITED WARRANTY. THIS PARAGRAPH SHALL NOT APPLY TO STRUCTURAL OR OTHER DEFICIENCIES THAT WERE ACTUALLY KNOWN OR REASONABLY SHOULD HAVE BEEN KNOWN TO COMPANY UPON THE COMMENCEMENT OF ITS INITIAL TREATMENT.

14. **THIS LIMITED WARRANTY MAY BE TERMINATED OR DECLARED VOID BY COMPANY IF THE PREMISES ARE TREATED FOR SUBTERRANEAN TERMITES BY ANY THIRD PARTY NOT APPROVED IN WRITING BY COMPANY.

15. THIS AGREEMENT APPLIES ONLY TO SUBTERRANEAN TERMITES AND DOES NOT APPLY TO INFESTATIONS OF DRYWOOD TERMITES OR OTHER WOOD DESTROYING ORGANISMS.

16. Notice of treatment will be affixed at: electrical panel box at time of treatment.
17. There are no agreements, expressed or implied, between the parties to this contract except as set forth herein. This contract may not be altered without written consent of both parties.

18. BUYER'S RIGHT TO CANCEL - THIS IS A HOME SOLICITATION SALE AND IF YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO THE SELLER IN PERSON, BY TELEGRAM OR BY MAIL. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE DELIVERED OR POSTMARKED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT. IF YOU CANCEL THIS AGREEMENT, THE SELLER CANNOT KEEP ALL OR PART OF ANY CASH DOWN PAYMENT. YOU ARE ENTITLED TO AND SHOULD RECEIVE AN EXACT EXECUTED COPY OF THIS AGREEMENT.

19. Should it be necessary to drill in tiled areas or remove baseboards or paneling for treatment purposes, Company's technicians will exercise reasonable care. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL DAMAGE TO THESE ELEMENTS UNLESS DUE TO ITS GROSS NEGLIGENCE.

20. COMPANY'S LIMITED WARRANTY AND ANY LIABILITY THEREUNDER MAY BE ABATED OR TERMINATED SHOULD THE COMPANY BE PREVENTED FROM FULFILLING ITS RESPONSIBILITIES UNDER THE TERMS OF THIS AGREEMENT BY REASON OF ACTS OF WAR, OPERATION OF LAW, NATURAL DISASTER AND/OR UNAVAILABILITY OF ESSENTIAL MATERIALS, OR THE CUSTOMER'S FAILURE TO PROVIDE REASONABLE COOPERATION UNDER THIS CONTRACT.

21. In the event that matters arising out of or pertaining to this Agreement and Limited Warranty are litigated in a court of competent jurisdiction, then such matters shall be tried by a judge only and not by jury trial. The law of the State of Florida shall apply to all of the terms of this contract. In any litigation arising out of this contract, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees and costs, including any reasonable attorneys' fees and costs associated with any appeal.

22. This contract and limited warranty may be assigned to a purchaser of the treated residence. Such notice of assignment must be directed to Company in writing, must be made while this agreement is in full force and effect and within 60 days of any change of ownership of the treated property.

23. Purchaser acknowledges receipt of this contract and limited warranty and that all questions about it have been clearly answered by Company to Purchaser's satisfaction.

LIVE OAK PEST CONTROL, INC.

By: [Signature]
Date: 11-27-23

Date: _____
Purchaser (state capacity, i.e. owner/agent)



A locally owned company serving you since 1972

SUBTERRANEAN TERMITE TREATMENT CONTRACT AND LIMITED WARRANTY RETREATMENT ONLY

PURCHASER: Suwannee County Commission PHONE: 386-364-3400
DATE: November 1, 2023
MAILING ADDRESS: 13150 80th Terrace
CITY: Live Oak STATE: FL ZIP: 32060
DESCRIPTION OF PROPERTY: County Office Building
PROPERTY ADDRESS: 224 Pine Avenue
CITY: Live Oak STATE: FL ZIP: 32064
STRUCTURES TO BE TREATED: [] RESIDENTIAL PROPERTY [X] COMMERCIAL PROPERTY

RECITALS

1. For the sum of \$ 186.67, including sales tax, if any, Live Oak Pest Control, Inc. (Company) shall provide subterranean termite control services under this contract and a Limited Warranty in conformity with applicable federal, state and local requirements for the initial term of one (1) year, subject to annual renewal as set forth in paragraph 6.

TERMS

2. Company shall provide subterranean termite control services as follows:
Pretreatment only
Post-construction treatment for confirmed infestation
Post-construction for suspected infestation or preventative treatment
3. Special conditions: Bosoter completed. Next Booster due November 2028. Renewals due November annually.

4. Company shall perform a subterranean termite control treatment and provide a one-year limited warranty for the premises described above against the infestation of native subterranean termites only. THIS LIMITED WARRANTY SHALL EXCLUDE COVERAGE FOR FORMOSAN TERMITES AND OTHER NONNATIVE SUBTERRANEAN TERMITE SPECIES OR ANY OTHER WOOD DESTROYING ORGANISM.

5. LIMITED WARRANTY. In the event of continued subterranean termite infestation or re-infestation, Company will provide additional termiticide treatment as may be reasonable and necessary, at no charge to Purchaser provided that the existence of such infestation is brought to Company's attention while this limited warranty is in effect.

6. THIS LIMITED WARRANTY DOES NOT APPLY TO TERMITE OR TERMITICIDE RELATED DAMAGE TO THE STRUCTURE, ITS CONTENTS, TREES OR SHRUBS, AND ACCORDINGLY COMPANY WILL NOT BE RESPONSIBLE FOR SUCH DAMAGES OR ANY CONSEQUENTIAL DAMAGES UNLESS DUE TO THE GROSS NEGLIGENCE OF COMPANY. THIS IS A LIMITED WARRANTY AS DESCRIBED IN FS 482.227.

7. Purchaser may obtain annual renewals of this limited warranty for up to four (4) additional years. The initial annual renewal fee shall be \$ 252.00 per year. This renewal fee may be increased on 2028 and any subsequent renewal term.

8. Although Company may provide the Purchaser with a courtesy notice of the applicable renewal date, it shall nevertheless be the responsibility of the Purchaser to pay the renewal fees on a timely basis in order to maintain this limited warranty.

9. Upon the expiration of the last renewal period provided for herein, Company and the Purchaser may, by mutual written agreement, provide for the extension of this limited warranty and/or re-treatment for additional compensation.

10. This contract and limited warranty apply to the structure as it exists as of the date of the initial treatment. Because subterranean termite control is based upon the establishment of chemical barriers around and/or under the structure, any structural alterations, additions to the property, or disturbance to these barriers can compromise Company's treatment and facilitate subterranean termite infestation.

11. In the event that Company determines during an annual inspection or otherwise, that its termite barrier has been materially compromised due to water leaks, excessive moisture, unremoved wooden form sticks, new construction, or any other cause not attributable to Company's employees, Purchaser shall be required to correct such conditions and authorize and compensate Company for termiticide treatment that may be reasonable and necessary to maintain or reinstate its termiticide barrier. IF APPROPRIATE CORRECTIONS ARE NOT MADE OR CANNOT BE MADE, COMPANY CAN TERMINATE THIS AGREEMENT AND ASSOCIATED LIMITED WARRANTY.

12. Purchaser shall advise its contractors and agents that the disturbance of the pretreat chemical barrier by walking upon the same, regrading the pad, removing and/or resituating plumbing or electrical lines can materially compromise the effectiveness of the termiticide barrier.

13. Before the Company's initial treatment and/or in the instance of any re-treatment of the premises, the Purchaser shall, at his expense:
a. Correct or cure structural or physical deficiencies or conditions which materially interfere with the efficacy of the termiticide barrier.
b. Provide Company with reasonable and necessary access to inspect and treat the premises which may include on an as needed basis the installation of a tub trap access, down drilling of interior flooring and tile, temporary removal of built-in elements and/or installation of access panels.
c. IN THE EVENT THAT PURCHASER FAILS TO COMPLY WITH THE REQUIREMENTS OF PARAGRAPHS 9, 10, 11, 12(a) or (b), COMPANY MAY AT ITS DISCRETION DECLARE VOID AND TERMINATE THIS CONTRACT AND LIMITED WARRANTY. THIS PARAGRAPH SHALL NOT APPLY TO STRUCTURAL OR OTHER DEFICIENCIES THAT WERE ACTUALLY KNOWN OR REASONABLY SHOULD HAVE BEEN KNOWN TO COMPANY UPON THE COMMENCEMENT OF ITS INITIAL TREATMENT.

14. **THIS LIMITED WARRANTY MAY BE TERMINATED OR DECLARED VOID BY COMPANY IF THE PREMISES ARE TREATED FOR SUBTERRANEAN TERMITES BY ANY THIRD PARTY NOT APPROVED IN WRITING BY COMPANY.

15. THIS AGREEMENT APPLIES ONLY TO SUBTERRANEAN TERMITES AND DOES NOT APPLY TO INFESTATIONS OF DRYWOOD TERMITES OR OTHER WOOD DESTROYING ORGANISMS.

16. Notice of treatment will be affixed at electrical panel box at time of treatment.

17. There are no agreements, expressed or implied, between the parties to this contract except as set forth herein. This contract may not be altered without written consent of both parties.

18. BUYER'S RIGHT TO CANCEL - THIS IS A HOME SOLICITATION SALE AND IF YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO THE SELLER IN PERSON, BY TELEGRAM OR BY MAIL. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE DELIVERED OR POSTMARKED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT.

19. Should it be necessary to drill in tiled areas or remove baseboards or paneling for treatment purposes, Company's technicians will exercise reasonable care. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL DAMAGE TO THESE ELEMENTS UNLESS DUE TO ITS GROSS NEGLIGENCE.

20. COMPANY'S LIMITED WARRANTY AND ANY LIABILITY THEREUNDER MAY BE ABATED OR TERMINATED SHOULD THE COMPANY BE PREVENTED FROM FULFILLING ITS RESPONSIBILITIES UNDER THE TERMS OF THIS AGREEMENT BY REASON OF ACTS OF WAR, OPERATION OF LAW, NATURAL DISASTER AND/OR UNAVAILABILITY OF ESSENTIAL MATERIALS, OR THE CUSTOMER'S FAILURE TO PROVIDE REASONABLE COOPERATION UNDER THIS CONTRACT.

21. In the event that matters arising out of or pertaining to this Agreement and Limited Warranty are litigated in a court of competent jurisdiction, then such matters shall be tried by a judge only and not by jury trial. The law of the State of Florida shall apply to all of the terms of this contract.

22. This contract and limited warranty may be assigned to a purchaser of the treated residence. Such notice of assignment must be directed to Company in writing, must be made while this agreement is in full force and effect and within 60 days of any change of ownership of the treated property.

23. Purchaser acknowledges receipt of this contract and limited warranty and that all questions about it have been clearly answered by Company to Purchaser's satisfaction.

LIVE OAK PEST CONTROL, INC.

By: [Signature]
Date: 11-01-23

Date: _____
Purchaser (state capacity, i.e. owner/agent)



A locally owned company serving you since 1972

SUBTERRANEAN TERMITE TREATMENT CONTRACT AND LIMITED WARRANTY RETREATMENT ONLY

PURCHASER: Suwannee County Commission, PHONE: 386-364-3408
DATE: November 8, 2023
MAILING ADDRESS: 13150 80th Terrace, Live Oak, FL 32060
PROPERTY ADDRESS: 1302 SW 11th Street, Live Oak, FL 32064
STRUCTURES TO BE TREATED: [] RESIDENTIAL PROPERTY [X] COMMERCIAL PROPERTY

RECITALS

1. For the sum of \$ 143.08, including sales tax, if any, Live Oak Pest Control, Inc. (Company) shall provide subterranean termite control services under this contract and a Limited Warranty in conformity with applicable federal, state and local requirements for the initial term of one (1) year, subject to annual renewal as set forth in paragraph 6.

TERMS

- 2. Company shall provide subterranean termite control services as follows:
- Pretreatment only
- Post-construction treatment for confirmed infestation
- Post-construction for suspected infestation or preventative treatment
3. Special conditions: Booster completed. Next Booster due November 2028. Renewals due November annually.

4. Company shall perform a subterranean termite control treatment and provide a one-year limited warranty for the premises described above against the infestation of native subterranean termites only. THIS LIMITED WARRANTY SHALL EXCLUDE COVERAGE FOR FORMOSAN TERMITES AND OTHER NONNATIVE SUBTERRANEAN TERMITE SPECIES OR ANY OTHER WOOD DESTROYING ORGANISM.

5. LIMITED WARRANTY. In the event of continued subterranean termite infestation or re-infestation, Company will provide additional termiticide treatment as may be reasonable and necessary, at no charge to Purchaser provided that the existence of such infestation is brought to Company's attention while this limited warranty is in effect.

6. THIS LIMITED WARRANTY DOES NOT APPLY TO TERMITE OR TERMITE RELATED DAMAGE TO THE STRUCTURE, ITS CONTENTS, TREES OR SHRUBS, AND ACCORDINGLY COMPANY WILL NOT BE RESPONSIBLE FOR SUCH DAMAGES OR ANY CONSEQUENTIAL DAMAGES UNLESS DUE TO THE GROSS NEGLIGENCE OF COMPANY. THIS IS A LIMITED WARRANTY AS DESCRIBED IN FS 482.227.

7. Purchaser may obtain annual renewals of this limited warranty for up to four (4) additional years. The initial annual renewal fee shall be \$ 193.16 per year. This renewal fee may be increased on 2028 and any subsequent renewal term. Such renewal and increase in renewal fees shall be at the Company's discretion, but in no event shall the renewal fee increase exceed 35% of the previous renewal fee.

8. Although Company may provide the Purchaser with a courtesy notice of the applicable renewal date, it shall nevertheless be the responsibility of the Purchaser to pay the renewal fees on a timely basis in order to maintain this limited warranty. This limited warranty shall terminate if renewal fees are not paid on or before the expiration date of the initial limited warranty or any extension thereof.

9. Upon the expiration of the last renewal period provided for herein, Company and the Purchaser may, by mutual written agreement, provide for the extension of this limited warranty and/or re-treatment for additional compensation.

10. This contract and limited warranty apply to the structure as it exists as of the date of the initial treatment. Because subterranean termite control is based upon the establishment of chemical barriers around and/or under the structure, any structural alterations, additions to the property, or disturbance to these barriers can compromise Company's treatment and facilitate subterranean termite infestation.

11. In the event that Company determines during an annual inspection or otherwise, that its termite barrier has been materially compromised due to water leaks, excessive moisture, unremoved wooden form sticks, new construction, or any other cause not attributable to Company's employees, Purchaser shall be required to correct such conditions and authorize and compensate Company for termiticide treatment that may be reasonable and necessary to maintain or reinstate its termiticide barrier. IF APPROPRIATE CORRECTIONS ARE NOT MADE OR CANNOT BE MADE, COMPANY CAN TERMINATE THIS AGREEMENT AND ASSOCIATED LIMITED WARRANTY.

12. Purchaser shall advise its contractors and agents that the disturbance of the pretreat chemical barrier by walking upon the same, regrading the pad, removing and or restituting plumbing or electrical lines can materially compromise the effectiveness of the termiticide barrier. In the event such occurrences due to the actions of Purchaser's agents or any third party not under Company's direction and control, Purchaser shall advise Company of such events and allow for re-treatment at Purchaser's expense.

13. Before the Company's initial treatment and/or in the instance of any re-treatment of the premises, the Purchaser shall, at his expense:
a. Correct or cure structural or physical deficiencies or conditions which materially interfere with the efficacy of the termiticide barrier.
b. Provide Company with reasonable and necessary access to inspect and treat the premises which may include on an as needed basis the installation of a tub trap access, down drilling of interior flooring and tile, temporary removal of built-in elements and/or installation of access panels.
c. IN THE EVENT THAT PURCHASER FAILS TO COMPLY WITH THE REQUIREMENTS OF PARAGRAPHS 9, 10, 11, 12(a) or (b), COMPANY MAY AT ITS DISCRETION DECLARE VOID AND TERMINATE THIS CONTRACT AND LIMITED WARRANTY. THIS PARAGRAPH SHALL NOT APPLY TO STRUCTURAL OR OTHER DEFICIENCIES THAT WERE ACTUALLY KNOWN OR REASONABLY SHOULD HAVE BEEN KNOWN TO COMPANY UPON THE COMMENCEMENT OF ITS INITIAL TREATMENT.

14. **THIS LIMITED WARRANTY MAY BE TERMINATED OR DECLARED VOID BY COMPANY IF THE PREMISES ARE TREATED FOR SUBTERRANEAN TERMITES BY ANY THIRD PARTY NOT APPROVED IN WRITING BY COMPANY.

15. THIS AGREEMENT APPLIES ONLY TO SUBTERRANEAN TERMITES AND DOES NOT APPLY TO INFESTATIONS OF DRYWOOD TERMITES OR OTHER WOOD DESTROYING ORGANISMS.

16. Notice of treatment will be affixed at: electrical panel box at time of treatment.

17. There are no agreements, expressed or implied, between the parties to this contract except as set forth herein. This contract may not be altered without written consent of both parties.

18. BUYER'S RIGHT TO CANCEL - THIS IS A HOME SOLICITATION SALE AND IF YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO THE SELLER IN PERSON, BY TELEGRAM OR BY MAIL. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE DELIVERED OR POSTMARKED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT.

19. Should it be necessary to drill in tiled areas or remove baseboards or paneling for treatment purposes, Company's technicians will exercise reasonable care. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL DAMAGE TO THESE ELEMENTS UNLESS DUE TO ITS GROSS NEGLIGENCE.

20. COMPANY'S LIMITED WARRANTY AND ANY LIABILITY THEREUNDER MAY BE ABATED OR TERMINATED SHOULD THE COMPANY BE PREVENTED FROM FULFILLING ITS RESPONSIBILITIES UNDER THE TERMS OF THIS AGREEMENT BY REASON OF ACTS OF WAR, OPERATION OF LAW, NATURAL DISASTER AND/OR UNAVAILABILITY OF ESSENTIAL MATERIALS, OR THE CUSTOMER'S FAILURE TO PROVIDE REASONABLE COOPERATION UNDER THIS CONTRACT.

21. In the event that matters arising out of or pertaining to this Agreement and Limited Warranty are litigated in a court of competent jurisdiction, then such matters shall be tried by a judge only and not by jury trial. The law of the State of Florida shall apply to all of the terms of this contract. In any litigation arising out of this contract, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees and costs, including any reasonable attorneys' fees and costs associated with any appeal.

22. This contract and limited warranty may be assigned to a purchaser of the treated residence. Such notice of assignment must be directed to Company in writing, must be made while this agreement is in full force and effect and within 60 days of any change of ownership of the treated property.

23. Purchaser acknowledges receipt of this contract and limited warranty and that all questions about it have been clearly answered by Company to Purchaser's satisfaction.

LIVE OAK PEST CONTROL, INC.

By: [Signature]
Date: 11-08-23

Date: _____
Purchaser (state capacity, i.e. owner/agent)



A locally owned company serving you since 1972

17856 U.S. 129 South • McAlpin, Florida 32062-2561
(386) 362-3887

SUBTERRANEAN TERMITE TREATMENT CONTRACT AND LIMITED WARRANTY RETREATMENT ONLY

PURCHASER: Suwannee County Commission PHONE: 386-364-3400
 DATE: November 21, 2023
 MAILING ADDRESS: 13150 80th Terrace
 CITY: Live Oak STATE: FL ZIP: 32060
 DESCRIPTION OF PROPERTY: Criminal Division Building
 PROPERTY ADDRESS: 1902 Duval Street NE
 CITY: Live Oak STATE: FL ZIP: 32064
 STRUCTURES TO BE TREATED RESIDENTIAL PROPERTY COMMERCIAL PROPERTY

RECITALS

1. For the sum of \$ 406.85, including sales tax, if any, Live Oak Pest Control, Inc. (Company) shall provide subterranean termite control services under this contract and a Limited Warranty in conformity with applicable federal, state and local requirements for the initial term of one (1) year, subject to annual renewal as set forth in paragraph 6.

TERMS

2. Company shall provide subterranean termite control services as follows:
 Pretreatment only
 Post-construction treatment for confirmed infestation
 Post-construction for suspected infestation or preventative treatment
 3. Special conditions: Booster complete. Next Booster due November 2028. Renewals due November annually.

4. Company shall perform a subterranean termite control treatment and provide a one-year limited warranty for the premises described above against the infestation of native subterranean termites only. **THIS LIMITED WARRANTY SHALL EXCLUDE COVERAGE FOR FORMOSAN TERMITES AND OTHER NONNATIVE SUBTERRANEAN TERMITE SPECIES OR ANY OTHER WOOD DESTROYING ORGANISM.** Upon receipt of full payment as required under this contract, Company warrants its service as stated and approved below by Purchaser.

5. **LIMITED WARRANTY.** In the event of continued subterranean termite infestation or re-infestation, Company will provide additional termiticide treatment as may be reasonable and necessary, at no charge to Purchaser provided that the existence of such infestation is brought to Company's attention while this limited warranty is in effect. Company shall be permitted to conduct such inspections as it may deem appropriate.

6. **THIS LIMITED WARRANTY DOES NOT APPLY TO TERMITE OR TERMITES RELATED DAMAGE TO THE STRUCTURE, ITS CONTENTS, TREES OR SHRUBS, AND ACCORDINGLY COMPANY WILL NOT BE RESPONSIBLE FOR SUCH DAMAGES OR ANY CONSEQUENTIAL DAMAGES UNLESS DUE TO THE GROSS NEGLIGENCE OF COMPANY. THIS IS A LIMITED WARRANTY AS DESCRIBED IN FS 482.227.**

7. Purchaser may obtain annual renewals of this limited warranty for up to four (4) additional years. The initial annual renewal fee shall be \$ 549.25 per year. This renewal fee may be increased on 2028, and any subsequent renewal term. Such renewal and increase in renewal fees shall be at the Company's discretion, but in no event shall the renewal fee increase exceed 35% of the previous renewal fee.

8. Although Company may provide the Purchaser with a courtesy notice of the applicable renewal date, it shall nevertheless be the responsibility of the Purchaser to pay the renewal fees on a timely basis in order to maintain this limited warranty. This limited warranty shall terminate if renewal fees are not paid on or before the expiration date of the initial limited warranty or any extension thereof. All renewal fees must be paid within 90 days of each annual renewal date.

9. Upon the expiration of the last renewal period provided for herein, Company and the Purchaser may, by mutual written agreement, provide for the extension of this limited warranty and/or re-treatment for additional compensation.

10. This contract and limited warranty apply to the structure as it exists as of the date of the initial treatment. Because subterranean termite control is based upon the establishment of chemical barriers around and/or under the structure, any structural alterations, additions to the property, or disturbance to these barriers can compromise Company's treatment and facilitate subterranean termite infestation. Accordingly, the Purchaser must give Company reasonable advance written notice of any addition or alteration of the premises and allow Company to effect appropriate pre- or post- construction treatment as may be reasonable and necessary to maintain subterranean termite control. Company shall be entitled to compensation at its regular rates for such additional service.

11. In the event that Company determines during an annual inspection or otherwise, that its termite barrier has been materially compromised due to water leaks, excessive moisture, unremoved wooden form sticks, new construction, or any other cause not attributable to Company's employees, Purchaser shall be required to correct such conditions and authorize and compensate Company for termiticide treatment that may be reasonable and necessary to maintain or reinstate its termiticide barrier. **IF APPROPRIATE CORRECTIONS ARE NOT MADE OR CANNOT BE MADE, COMPANY CAN TERMINATE THIS AGREEMENT AND ASSOCIATED LIMITED WARRANTY.**

12. Purchaser shall advise its contractors and agents that the disturbance of the pretreat chemical barrier by walking upon the same, regrading the pad, removing and/or restituting plumbing or electrical lines can materially compromise the effectiveness of the termiticide barrier. In the event such occurrences due to the actions of Purchaser's agents or any third party not under Company's direction and control, Purchaser shall advise Company of such events and allow for re-treatment at Purchaser's expense. Purchaser shall promptly advise Company when construction and final grading are complete so that Company can perform the final exterior foundation treatment required by law. **MATERIAL VIOLATIONS OF THIS PARAGRAPH BY PURCHASER MAY RESULT IN THE VOIDING AND TERMINATION OF THIS AGREEMENT AND ASSOCIATED LIMITED WARRANTY.**

13. Before the Company's initial treatment and/or in the instance of any re-treatment of the premises, the Purchaser shall, at his expense:

- a. Correct or cure structural or physical deficiencies or conditions which materially interfere with the efficacy of the termiticide barrier.
- b. Provide Company with reasonable and necessary access to inspect and treat the premises which may include on an as needed basis the installation of a tub trap access, down drilling of interior flooring and tile, temporary removal of built-in elements and/or installation of access panels.

c. **IN THE EVENT THAT PURCHASER FAILS TO COMPLY WITH THE REQUIREMENTS OF PARAGRAPHS 9, 10, 11, 12(a) or (b), COMPANY MAY AT ITS DISCRETION DECLARE VOID AND TERMINATE THIS CONTRACT AND LIMITED WARRANTY. THIS PARAGRAPH SHALL NOT APPLY TO STRUCTURAL OR OTHER DEFICIENCIES THAT WERE ACTUALLY KNOWN OR REASONABLY SHOULD HAVE BEEN KNOWN TO COMPANY UPON THE COMMENCEMENT OF ITS INITIAL TREATMENT.**

14. ****THIS LIMITED WARRANTY MAY BE TERMINATED OR DECLARED VOID BY COMPANY IF THE PREMISES ARE TREATED FOR SUBTERRANEAN TERMITES BY ANY THIRD PARTY NOT APPROVED IN WRITING BY COMPANY.**

15. **THIS AGREEMENT APPLIES ONLY TO SUBTERRANEAN TERMITES AND DOES NOT APPLY TO INFESTATIONS OF DRYWOOD TERMITES OR OTHER WOOD DESTROYING ORGANISMS.**

16. Notice of treatment will be affixed at electrical panel box at time of treatment.

17. There are no agreements, expressed or implied, between the parties to this contract except as set forth herein. This contract may not be altered without written consent of both parties.

18. **BUYER'S RIGHT TO CANCEL - THIS IS A HOME SOLICITATION SALE AND IF YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO THE SELLER IN PERSON, BY TELEGRAM OR BY MAIL. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE DELIVERED OR POSTMARKED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT. IF YOU CANCEL THIS AGREEMENT, THE SELLER CANNOT KEEP ALL OR PART OF ANY CASH DOWN PAYMENT, YOU ARE ENTITLED TO AND SHOULD RECEIVE AN EXACT EXECUTED COPY OF THIS AGREEMENT.**

19. Should it be necessary to drill in tiled areas or remove baseboards or paneling for treatment purposes, Company's technicians will exercise reasonable care. **COMPANY SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL DAMAGE TO THESE ELEMENTS UNLESS DUE TO ITS GROSS NEGLIGENCE.**

20. **COMPANY'S LIMITED WARRANTY AND ANY LIABILITY THEREUNDER MAY BE ABATED OR TERMINATED SHOULD THE COMPANY BE PREVENTED FROM FULFILLING ITS RESPONSIBILITIES UNDER THE TERMS OF THIS AGREEMENT BY REASON OF ACTS OF WAR, OPERATION OF LAW, NATURAL DISASTER AND/OR UNAVAILABILITY OF ESSENTIAL MATERIALS, OR THE CUSTOMER'S FAILURE TO PROVIDE REASONABLE COOPERATION UNDER THIS CONTRACT.**

21. In the event that matters arising out of or pertaining to this Agreement and Limited Warranty are litigated in a court of competent jurisdiction, then such matters shall be tried by a judge only and not by jury trial. The law of the State of Florida shall apply to all of the terms of this contract. In any litigation arising out of this contract, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees and costs, including any reasonable attorneys' fees and costs associated with any appeal.

22. This contract and limited warranty may be assigned to a purchaser of the treated residence. Such notice of assignment must be directed to Company in writing, must be made while this agreement is in full force and effect and within 60 days of any change of ownership of the treated property.

23. Purchaser acknowledges receipt of this contract and limited warranty and that all questions about it have been clearly answered by Company to Purchaser's satisfaction.

LIVE OAK PEST CONTROL, INC.

By [Signature]
 Date 11-21-23

Date _____
 Purchaser (state capacity, i.e. owner/agent)



A locally owned company serving you since 1972

SUBTERRANEAN TERMITE TREATMENT CONTRACT AND LIMITED WARRANTY RETREATMENT ONLY

PURCHASER: Suwannee County Commission PHONE: 386-364-3400
DATE: November 21, 2023
MAILING ADDRESS: 13150 80th Terrace
CITY: Live Oak STATE: FL ZIP: 32060
DESCRIPTION OF PROPERTY: Supervisor of Elections Office
PROPERTY ADDRESS: 302 Pine Avenue SW
CITY: Live Oak STATE: FL ZIP: 32064
STRUCTURES TO BE TREATED: [] RESIDENTIAL PROPERTY [X] COMMERCIAL PROPERTY

RECITALS

1. For the sum of \$ 252.00, including sales tax, if any, Live Oak Pest Control, Inc. (Company) shall provide subterranean termite control services under this contract and a Limited Warranty in conformity with applicable federal, state and local requirements for the initial term of one (1) year, subject to annual renewal as set forth in paragraph 6.

TERMS

2. Company shall provide subterranean termite control services as follows:
Pretreatment only
Post-construction treatment for confirmed infestation
Post-construction for suspected infestation or preventative treatment
3. Special conditions Booster complete, Next Booster due November 2028, Renewals due November annually.

4. Company shall perform a subterranean termite control treatment and provide a one-year limited warranty for the premises described above against the infestation of native subterranean termites only. THIS LIMITED WARRANTY SHALL EXCLUDE COVERAGE FOR FORMOSAN TERMITES AND OTHER NONNATIVE SUBTERRANEAN TERMITE SPECIES OR ANY OTHER WOOD DESTROYING ORGANISM. Upon receipt of full payment as required under this contract, Company warrants its service as stated and approved below by Purchaser.

5. LIMITED WARRANTY. In the event of continued subterranean termite infestation or re-infestation, Company will provide additional termiticide treatment as may be reasonable and necessary, at no charge to Purchaser provided that the existence of such infestation is brought to Company's attention while this limited warranty is in effect. Company shall be permitted to conduct such inspections as it may deem appropriate.

6. THIS LIMITED WARRANTY DOES NOT APPLY TO TERMITE OR TERMITE RELATED DAMAGE TO THE STRUCTURE, ITS CONTENTS, TREES OR SHRUBS, AND ACCORDINGLY COMPANY WILL NOT BE RESPONSIBLE FOR SUCH DAMAGES OR ANY CONSEQUENTIAL DAMAGES UNLESS DUE TO THE GROSS NEGLIGENCE OF COMPANY. THIS IS A LIMITED WARRANTY AS DESCRIBED IN FS 482.227.

7. Purchaser may obtain annual renewals of this limited warranty for up to four (4) additional years. The initial annual renewal fee shall be \$ 340.20 per year. This renewal fee may be increased on 2028, and any subsequent renewal term. Such renewal and increase in renewal fees shall be at the Company's discretion, but in no event shall the renewal fee increase exceed 35% of the previous renewal fee.

8. Although Company may provide the Purchaser with a courtesy notice of the applicable renewal date, it shall nevertheless be the responsibility of the Purchaser to pay the renewal fees on a timely basis in order to maintain this limited warranty. This limited warranty shall terminate if renewal fees are not paid on or before the expiration date of the initial limited warranty or any extension thereof. All renewal fees must be paid within 90 days of each annual renewal date.

9. Upon the expiration of the last renewal period provided for herein, Company and the Purchaser may, by mutual written agreement, provide for the extension of this limited warranty and/or re-treatment for additional compensation.

10. This contract and limited warranty apply to the structure as it exists as of the date of the initial treatment. Because subterranean termite control is based upon the establishment of chemical barriers around and/or under the structure, any structural alterations, additions to the property, or disturbance to these barriers can compromise Company's treatment and facilitate subterranean termite infestation. Accordingly, the Purchaser must give Company reasonable advance written notice of any addition or alteration of the premises and allow Company to effect appropriate pre- or post- construction treatment as may be reasonable and necessary to maintain subterranean termite control. Company shall be entitled to compensation at its regular rates for such additional service.

11. In the event that Company determines during an annual inspection or otherwise, that its termite barrier has been materially compromised due to water leaks, excessive moisture, unremoved wooden form sticks, new construction, or any other cause not attributable to Company's employees, Purchaser shall be required to correct such conditions and authorize and compensate Company for termiticide treatment that may be reasonable and necessary to maintain or reinstate its termiticide barrier. IF APPROPRIATE CORRECTIONS ARE NOT MADE OR CANNOT BE MADE, COMPANY CAN TERMINATE THIS AGREEMENT AND ASSOCIATED LIMITED WARRANTY.

12. Purchaser shall advise its contractors and agents that the disturbance of the pretreat chemical barrier by walking upon the same, regrading the pad, removing and or resituating plumbing or electrical lines can materially compromise the effectiveness of the termiticide barrier. In the event such occurrences due to the actions of Purchaser's agents or any third party not under Company's direction and control, Purchaser shall advise Company of such events and allow for re-treatment at Purchaser's expense. Purchaser shall promptly advise Company when construction and final grading are complete so that Company can perform the final exterior foundation treatment required by law. MATERIAL VIOLATIONS OF THIS PARAGRAPH BY PURCHASER MAY RESULT IN THE VOIDING AND TERMINATION OF THIS AGREEMENT AND ASSOCIATED LIMITED WARRANTY.

13. Before the Company's initial treatment and/or in the instance of any re-treatment of the premises, the Purchaser shall, at his expense:
a. Correct or cure structural or physical deficiencies or conditions which materially interfere with the efficacy of the termiticide barrier
b. Provide Company with reasonable and necessary access to inspect and treat the premises which may include on an as needed basis the installation of a tub trap access, down drilling of interior flooring and tile, temporary removal of built-in elements and/or installation of access panels.

c. IN THE EVENT THAT PURCHASER FAILS TO COMPLY WITH THE REQUIREMENTS OF PARAGRAPHS 9, 10, 11, 12(a) or (b), COMPANY MAY AT ITS DISCRETION DECLARE VOID AND TERMINATE THIS CONTRACT AND LIMITED WARRANTY. THIS PARAGRAPH SHALL NOT APPLY TO STRUCTURAL OR OTHER DEFICIENCIES THAT WERE ACTUALLY KNOWN OR REASONABLY SHOULD HAVE BEEN KNOWN TO COMPANY UPON THE COMMENCEMENT OF ITS INITIAL TREATMENT.

14. **THIS LIMITED WARRANTY MAY BE TERMINATED OR DECLARED VOID BY COMPANY IF THE PREMISES ARE TREATED FOR SUBTERRANEAN TERMITES BY ANY THIRD PARTY NOT APPROVED IN WRITING BY COMPANY.

15. THIS AGREEMENT APPLIES ONLY TO SUBTERRANEAN TERMITES AND DOES NOT APPLY TO INFESTATIONS OF DRYWOOD TERMITES OR OTHER WOOD DESTROYING ORGANISMS.

16. Notice of treatment will be affixed at: electrical panel box at time of treatment.

17. There are no agreements, expressed or implied, between the parties to this contract except as set forth herein. This contract may not be altered without written consent of both parties.

18. BUYER'S RIGHT TO CANCEL - THIS IS A HOME SOLICITATION SALE AND IF YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO THE SELLER IN PERSON, BY TELEGRAM OR BY MAIL. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE DELIVERED OR POSTMARKED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT. IF YOU CANCEL THIS AGREEMENT, THE SELLER CANNOT KEEP ALL OR PART OF ANY CASH DOWN PAYMENT, YOU ARE ENTITLED TO AND SHOULD RECEIVE AN EXACT EXECUTED COPY OF THIS AGREEMENT.

19. Should it be necessary to drill in tiled areas or remove baseboards or paneling for treatment purposes. Company's technicians will exercise reasonable care. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL DAMAGE TO THESE ELEMENTS UNLESS DUE TO ITS GROSS NEGLIGENCE.

20. COMPANY'S LIMITED WARRANTY AND ANY LIABILITY THEREUNDER MAY BE ABATED OR TERMINATED SHOULD THE COMPANY BE PREVENTED FROM FULFILLING ITS RESPONSIBILITIES UNDER THE TERMS OF THIS AGREEMENT BY REASON OF ACTS OF WAR, OPERATION OF LAW, NATURAL DISASTER AND/OR UNAVAILABILITY OF ESSENTIAL MATERIALS, OR THE CUSTOMER'S FAILURE TO PROVIDE REASONABLE COOPERATION UNDER THIS CONTRACT.

21. In the event that matters arising out of or pertaining to this Agreement and Limited Warranty are litigated in a court of competent jurisdiction, then such matters shall be tried by a judge only and not by jury trial. The law of the State of Florida shall apply to all of the terms of this contract. In any litigation arising out of this contract, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees and costs, including any reasonable attorneys' fees and costs associated with any appeal.

22. This contract and limited warranty may be assigned to a purchaser of the treated residence. Such notice of assignment must be directed to Company in writing, must be made while this agreement is in full force and effect and within 60 days of any change of ownership of the treated property.

23. Purchaser acknowledges receipt of this contract and limited warranty and that all questions about it have been clearly answered by Company to Purchaser's satisfaction.

LIVE OAK PEST CONTROL, INC.

By: [Signature]
Date: 11-21-23

Date: _____
Purchaser (state capacity, i.e. owner/agent)



A locally owned company serving you since 1972

SUBTERRANEAN TERMITE TREATMENT CONTRACT AND LIMITED WARRANTY RETREATMENT ONLY

PURCHASER: Suwannee County Commission PHONE: 386-364-3400
DATE: November 16, 2023
MAILING ADDRESS: 13150 80th Terrace
CITY: Live Oak STATE: FL ZIP: 32060
DESCRIPTION OF PROPERTY: Wellborn EMS Station #5
PROPERTY ADDRESS: 12211 CR 137
CITY: Wellborn STATE: FL ZIP: 32094
STRUCTURES TO BE TREATED: [] RESIDENTIAL PROPERTY [X] COMMERCIAL PROPERTY

RECITALS

1. For the sum of \$ 150.00 including sales tax, if any, Live Oak Pest Control, Inc. (Company) shall provide subterranean termite control services under this contract and a Limited Warranty in conformity with applicable federal, state and local requirements for the initial term of one (1) year, subject to annual renewal as set forth in paragraph 6.

TERMS

- 2. Company shall provide subterranean termite control services as follows:
- Pretreatment only
- Post-construction treatment for confirmed infestation
- Post-construction for suspected infestation or preventative treatment
3. Special conditions: Booster complete. Next Booster due November 2028. Renewals due November annually.

4. Company shall perform a subterranean termite control treatment and provide a one-year limited warranty for the premises described above against the infestation of native subterranean termites only. THIS LIMITED WARRANTY SHALL EXCLUDE COVERAGE FOR FORMOSAN TERMITES AND OTHER NONNATIVE SUBTERRANEAN TERMITE SPECIES OR ANY OTHER WOOD DESTROYING ORGANISM.

5. LIMITED WARRANTY. In the event of continued subterranean termite infestation or re-infestation, Company will provide additional termiticide treatment as may be reasonable and necessary, at no charge to Purchaser provided that the existence of such infestation is brought to Company's attention while this limited warranty is in effect.

6. THIS LIMITED WARRANTY DOES NOT APPLY TO TERMITE OR TERMITE RELATED DAMAGE TO THE STRUCTURE, ITS CONTENTS, TREES OR SHRUBS, AND ACCORDINGLY COMPANY WILL NOT BE RESPONSIBLE FOR SUCH DAMAGES OR ANY CONSEQUENTIAL DAMAGES UNLESS DUE TO THE GROSS NEGLIGENCE OF COMPANY. THIS IS A LIMITED WARRANTY AS DESCRIBED IN FS 482.227.

7. Purchaser may obtain annual renewals of this limited warranty for up to four (4) additional years. The initial annual renewal fee shall be \$ 202.50 per year. This renewal fee may be increased on 2028, and any subsequent renewal term. Such renewal and increase in renewal fees shall be at the Company's discretion, but in no event shall the renewal fee increase exceed 35% of the previous renewal fee.

8. Although Company may provide the Purchaser with a courtesy notice of the applicable renewal date, it shall nevertheless be the responsibility of the Purchaser to pay the renewal fees on a timely basis in order to maintain this limited warranty. This limited warranty shall terminate if renewal fees are not paid on or before the expiration date of the initial limited warranty or any extension thereof.

9. Upon the expiration of the last renewal period provided for herein, Company and the Purchaser may, by mutual written agreement, provide for the extension of this limited warranty and/or re-treatment for additional compensation.

10. This contract and limited warranty apply to the structure as it exists as of the date of the initial treatment. Because subterranean termite control is based upon the establishment of chemical barriers around and/or under the structure, any structural alterations, additions to the property, or disturbance to these barriers can compromise Company's treatment and facilitate subterranean termite infestation.

11. In the event that Company determines during an annual inspection or otherwise, that its termite barrier has been materially compromised due to water leaks, excessive moisture, unremoved wooden form sticks, new construction, or any other cause not attributable to Company's employees, Purchaser shall be required to correct such conditions and authorize and compensate Company for termiticide treatment that may be reasonable and necessary to maintain or reinstate its termiticide barrier. IF APPROPRIATE CORRECTIONS ARE NOT MADE OR CANNOT BE MADE, COMPANY CAN TERMINATE THIS AGREEMENT AND ASSOCIATED LIMITED WARRANTY.

12. Purchaser shall advise its contractors and agents that the disturbance of the pretreat chemical barrier by walking upon the same, regrading the pad, removing and or restating plumbing or electrical lines can materially compromise the effectiveness of the termiticide barrier. In the event such occurrences due to the actions of Purchaser's agents or any third party not under Company's direction and control, Purchaser shall advise Company of such events and allow for re-treatment at Purchaser's expense.

13. Before the Company's initial treatment and/or in the instance of any re-treatment of the premises, the Purchaser shall, at his expense:
a. Correct or cure structural or physical deficiencies or conditions which materially interfere with the efficacy of the termiticide barrier
b. Provide Company with reasonable and necessary access to inspect and treat the premises which may include on an as needed basis the installation of a tub trap access, down drilling of interior flooring and tile, temporary removal of built-in elements and/or installation of access panels.

14. IN THE EVENT THAT PURCHASER FAILS TO COMPLY WITH THE REQUIREMENTS OF PARAGRAPHS 9, 10, 11, 12(a) or (b), COMPANY MAY AT ITS DISCRETION DECLARE VOID AND TERMINATE THIS CONTRACT AND LIMITED WARRANTY. THIS PARAGRAPH SHALL NOT APPLY TO STRUCTURAL OR OTHER DEFICIENCIES THAT WERE ACTUALLY KNOWN OR REASONABLY SHOULD HAVE BEEN KNOWN TO COMPANY UPON THE COMMENCEMENT OF ITS INITIAL TREATMENT.

15. **THIS LIMITED WARRANTY MAY BE TERMINATED OR DECLARED VOID BY COMPANY IF THE PREMISES ARE TREATED FOR SUBTERRANEAN TERMITES BY ANY THIRD PARTY NOT APPROVED IN WRITING BY COMPANY.

16. THIS AGREEMENT APPLIES ONLY TO SUBTERRANEAN TERMITES AND DOES NOT APPLY TO INFESTATIONS OF DRYWOOD TERMITES OR OTHER WOOD DESTROYING ORGANISMS.

17. Notice of treatment will be affixed at: electrical panel box at time of treatment.

18. There are no agreements, expressed or implied, between the parties to this contract except as set forth herein. This contract may not be altered without written consent of both parties.

19. BUYER'S RIGHT TO CANCEL - THIS IS A HOME SOLICITATION SALE AND IF YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO THE SELLER IN PERSON, BY TELEGRAM OR BY MAIL. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE DELIVERED OR POSTMARKED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT.

20. Should it be necessary to drill in tiled areas or remove baseboards or paneling for treatment purposes, Company's technicians will exercise reasonable care. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL DAMAGE TO THESE ELEMENTS UNLESS DUE TO ITS GROSS NEGLIGENCE.

21. COMPANY'S LIMITED WARRANTY AND ANY LIABILITY THEREUNDER MAY BE ABATED OR TERMINATED SHOULD THE COMPANY BE PREVENTED FROM FULFILLING ITS RESPONSIBILITIES UNDER THE TERMS OF THIS AGREEMENT BY REASON OF ACTS OF WAR, OPERATION OF LAW, NATURAL DISASTER AND/OR UNAVAILABILITY OF ESSENTIAL MATERIALS, OR THE CUSTOMER'S FAILURE TO PROVIDE REASONABLE COOPERATION UNDER THIS CONTRACT.

22. In the event that matters arising out of or pertaining to this Agreement and Limited Warranty are litigated in a court of competent jurisdiction, then such matters shall be tried by a judge only and not by jury trial. The law of the State of Florida shall apply to all of the terms of this contract. In any litigation arising out of this contract, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees and costs, including any reasonable attorneys' fees and costs associated with any appeal.

23. This contract and limited warranty may be assigned to a purchaser of the treated residence. Such notice of assignment must be directed to Company in writing, must be made while this agreement is in full force and effect and within 60 days of any change of ownership of the treated property.

24. Purchaser acknowledges receipt of this contract and limited warranty and that all questions about it have been clearly answered by Company to Purchaser's satisfaction.

LIVE OAK PEST CONTROL, INC.

By: [Signature]
Date: 11-16-23

Date: _____
Purchaser (state capacity, i.e. owner/agent)



A locally owned company serving you since 1972

SUBTERRANEAN TERMITE TREATMENT CONTRACT AND LIMITED WARRANTY RETREATMENT ONLY

PURCHASER: Suwannee County Commission PHONE: 386-364-3400
DATE: November 1, 2023
MAILING ADDRESS: 13150 80th Terrace
CITY: Live Oak STATE: FL ZIP: 32060
DESCRIPTION OF PROPERTY: Health Department
PROPERTY ADDRESS: 915 Nobles Ferry Road
CITY: Live Oak STATE: FL ZIP: 32060
STRUCTURES TO BE TREATED: [] RESIDENTIAL PROPERTY [X] COMMERCIAL PROPERTY

RECITALS

1. For the sum of \$ 203.01 including sales tax, if any, Live Oak Pest Control, Inc. (Company) shall provide subterranean termite control services under this contract and a Limited Warranty in conformity with applicable federal, state and local requirements for the initial term of one (1) year, subject to annual renewal as set forth in paragraph 6

TERMS

2. Company shall provide subterranean termite control services as follows:
Pretreatment only
Post-construction treatment for confirmed infestation
Post-construction for suspected infestation or preventative treatment
3. Special conditions: Booster completed. Next Booster due November 2028. Renewals due November annually.

4. Company shall perform a subterranean termite control treatment and provide a one-year limited warranty for the premises described above against the infestation of native subterranean termites only. THIS LIMITED WARRANTY SHALL EXCLUDE COVERAGE FOR FORMOSAN TERMITES AND OTHER NONNATIVE SUBTERRANEAN TERMITE SPECIES OR ANY OTHER WOOD DESTROYING ORGANISM. Upon receipt of full payment as required under this contract, Company warrants its service as stated and approved below by Purchaser.

5. LIMITED WARRANTY. In the event of continued subterranean termite infestation or re-infestation, Company will provide additional termiticide treatment as may be reasonable and necessary, at no charge to Purchaser provided that the existence of such infestation is brought to Company's attention while this limited warranty is in effect. Company shall be permitted to conduct such inspections as it may deem appropriate.

6. THIS LIMITED WARRANTY DOES NOT APPLY TO TERMITE OR TERMITE RELATED DAMAGE TO THE STRUCTURE, ITS CONTENTS, TREES OR SHRUBS, AND ACCORDINGLY COMPANY WILL NOT BE RESPONSIBLE FOR SUCH DAMAGES OR ANY CONSEQUENTIAL DAMAGES UNLESS DUE TO THE GROSS NEGLIGENCE OF COMPANY. THIS IS A LIMITED WARRANTY AS DESCRIBED IN FS 482.227.

7. Purchaser may obtain annual renewals of this limited warranty for up to four (4) additional years. The initial annual renewal fee shall be \$ 274.06 per year. This renewal fee may be increased on 2028 and any subsequent renewal term. Such renewal and increase in renewal fees shall be at the Company's discretion, but in no event shall the renewal fee increase exceed 35% of the previous renewal fee.

8. Although Company may provide the Purchaser with a courtesy notice of the applicable renewal date, it shall nevertheless be the responsibility of the Purchaser to pay the renewal fees on a timely basis in order to maintain this limited warranty. This limited warranty shall terminate if renewal fees are not paid on or before the expiration date of the initial limited warranty or any extension thereof. All renewal fees must be paid within 90 days of each annual renewal date.

9. Upon the expiration of the last renewal period provided for herein, Company and the Purchaser may, by mutual written agreement, provide for the extension of this limited warranty and/or re-treatment for additional compensation.

10. This contract and limited warranty apply to the structure as it exists as of the date of the initial treatment. Because subterranean termite control is based upon the establishment of chemical barriers around and/or under the structure, any structural alterations, additions to the property, or disturbance to these barriers can compromise Company's treatment and facilitate subterranean termite infestation. Accordingly, the Purchaser must give Company reasonable advance written notice of any addition or alteration of the premises and allow Company to effect appropriate pre- or post- construction treatment as may be reasonable and necessary to maintain subterranean termite control. Company shall be entitled to compensation at its regular rates for such additional service.

11. In the event that Company determines during an annual inspection or otherwise, that its termite barrier has been materially compromised due to water leaks, excessive moisture, unremoved wooden form sticks, new construction, or any other cause not attributable to Company's employees, Purchaser shall be required to correct such conditions and authorize and compensate Company for termiticide treatment that may be reasonable and necessary to maintain or reinstate its termiticide barrier. IF APPROPRIATE CORRECTIONS ARE NOT MADE OR CANNOT BE MADE, COMPANY CAN TERMINATE THIS AGREEMENT AND ASSOCIATED LIMITED WARRANTY.

12. Purchaser shall advise its contractors and agents that the disturbance of the pretreat chemical barrier by walking upon the same, regrading the pad, removing and/or resituating plumbing or electrical lines can materially compromise the effectiveness of the termiticide barrier. In the event such occurrences due to the actions of Purchaser's agents or any third party not under Company's direction and control, Purchaser shall advise Company of such events and allow for re-treatment at Purchaser's expense. Purchaser shall promptly advise Company when construction and final grading are complete so that Company can perform the final exterior foundation treatment required by law. MATERIAL VIOLATIONS OF THIS PARAGRAPH BY PURCHASER MAY RESULT IN THE VOIDING AND TERMINATION OF THIS AGREEMENT AND ASSOCIATED LIMITED WARRANTY.

13. Before the Company's initial treatment and/or in the instance of any re-treatment of the premises, the Purchaser shall, at his expense:
a. Correct or cure structural or physical deficiencies or conditions which materially interfere with the efficacy of the termiticide barrier.
b. Provide Company with reasonable and necessary access to inspect and treat the premises which may include on an as needed basis the installation of a tub trap access, down drilling of interior flooring and tile, temporary removal of built-in elements and/or installation of access panels.

c. IN THE EVENT THAT PURCHASER FAILS TO COMPLY WITH THE REQUIREMENTS OF PARAGRAPHS 9, 10, 11, 12(a) or (b), COMPANY MAY AT ITS DISCRETION DECLARE VOID AND TERMINATE THIS CONTRACT AND LIMITED WARRANTY. THIS PARAGRAPH SHALL NOT APPLY TO STRUCTURAL OR OTHER DEFICIENCIES THAT WERE ACTUALLY KNOWN OR REASONABLY SHOULD HAVE BEEN KNOWN TO COMPANY UPON THE COMMENCEMENT OF ITS INITIAL TREATMENT.

14. **THIS LIMITED WARRANTY MAY BE TERMINATED OR DECLARED VOID BY COMPANY IF THE PREMISES ARE TREATED FOR SUBTERRANEAN TERMITES BY ANY THIRD PARTY NOT APPROVED IN WRITING BY COMPANY.

15. THIS AGREEMENT APPLIES ONLY TO SUBTERRANEAN TERMITES AND DOES NOT APPLY TO INFESTATIONS OF DRYWOOD TERMITES OR OTHER WOOD DESTROYING ORGANISMS.

16. Notice of treatment will be affixed at electrical panel box at time of treatment.

17. There are no agreements, expressed or implied, between the parties to this contract except as set forth herein. This contract may not be altered without written consent of both parties.

18. BUYER'S RIGHT TO CANCEL - THIS IS A HOME SOLICITATION SALE AND IF YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO THE SELLER IN PERSON, BY TELEGRAM OR BY MAIL. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE DELIVERED OR POSTMARKED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT. IF YOU CANCEL THIS AGREEMENT, THE SELLER CANNOT KEEP ALL OR PART OF ANY CASH DOWN PAYMENT, YOU ARE ENTITLED TO AND SHOULD RECEIVE AN EXACT EXECUTED COPY OF THIS AGREEMENT.

19. Should it be necessary to drill in tiled areas or remove baseboards or paneling for treatment purposes, Company's technicians will exercise reasonable care. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL DAMAGE TO THESE ELEMENTS UNLESS DUE TO ITS GROSS NEGLIGENCE.

20. COMPANY'S LIMITED WARRANTY AND ANY LIABILITY THEREUNDER MAY BE ABATED OR TERMINATED SHOULD THE COMPANY BE PREVENTED FROM FULFILLING ITS RESPONSIBILITIES UNDER THE TERMS OF THIS AGREEMENT BY REASON OF ACTS OF WAR, OPERATION OF LAW, NATURAL DISASTER AND/OR UNAVAILABILITY OF ESSENTIAL MATERIALS, OR THE CUSTOMER'S FAILURE TO PROVIDE REASONABLE COOPERATION UNDER THIS CONTRACT.

21. In the event that matters arising out of or pertaining to this Agreement and Limited Warranty are litigated in a court of competent jurisdiction, then such matters shall be tried by a judge only and not by jury trial. The law of the State of Florida shall apply to all of the terms of this contract. In any litigation arising out of this contract, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees and costs, including any reasonable attorneys' fees and costs associated with any appeal.

22. This contract and limited warranty may be assigned to a purchaser of the treated residence. Such notice of assignment must be directed to Company in writing, must be made while this agreement is in full force and effect and within 60 days of any change of ownership of the treated property.

23. Purchaser acknowledges receipt of this contract and limited warranty and that all questions about it have been clearly answered by Company to Purchaser's satisfaction.

LIVE OAK PEST CONTROL, INC.

By: [Signature]
Date: 11-01-23

Date: _____
Purchaser (state capacity, i.e. owner/agent)



A locally owned company serving you since 1972

SUBTERRANEAN TERMITE TREATMENT CONTRACT AND LIMITED WARRANTY RETREATMENT ONLY

PURCHASER: Suwannee County Commission PHONE: 386-364-3400
DATE: November 8, 2023
MAILING ADDRESS: 13150 80th Terrace
CITY: Live Oak STATE: FL ZIP: 32060
DESCRIPTION OF PROPERTY: Old 1963 Addition Portion of Courthouse
PROPERTY ADDRESS: 200 South Ohio Avenue
CITY: Live Oak STATE: FL ZIP: 32064
STRUCTURES TO BE TREATED: [] RESIDENTIAL PROPERTY [X] COMMERCIAL PROPERTY

RECITALS

1. For the sum of \$ 155.52, including sales tax, if any, Live Oak Pest Control, Inc. (Company) shall provide subterranean termite control services under this contract and a Limited Warranty in conformity with applicable federal, state and local requirements for the initial term of one (1) year, subject to annual renewal as set forth in paragraph 6.

TERMS

- 2. Company shall provide subterranean termite control services as follows:
- Pretreatment only
- Post-construction treatment for confirmed infestation
- Post-construction for suspected infestation or preventative treatment
3. Special conditions: Booster completed. Next Booster due November 2028. Renewals due November annually.

4. Company shall perform a subterranean termite control treatment and provide a one-year limited warranty for the premises described above against the infestation of native subterranean termites only. THIS LIMITED WARRANTY SHALL EXCLUDE COVERAGE FOR FORMOSAN TERMITES AND OTHER NONNATIVE SUBTERRANEAN TERMITE SPECIES OR ANY OTHER WOOD DESTROYING ORGANISM.

5. LIMITED WARRANTY. In the event of continued subterranean termite infestation or re-infestation, Company will provide additional termiticide treatment as may be reasonable and necessary, at no charge to Purchaser provided that the existence of such infestation is brought to Company's attention while this limited warranty is in effect.

6. THIS LIMITED WARRANTY DOES NOT APPLY TO TERMITE OR TERMITE RELATED DAMAGE TO THE STRUCTURE, ITS CONTENTS, TREES OR SHRUBS, AND ACCORDINGLY COMPANY WILL NOT BE RESPONSIBLE FOR SUCH DAMAGES OR ANY CONSEQUENTIAL DAMAGES UNLESS DUE TO THE GROSS NEGLIGENCE OF COMPANY. THIS IS A LIMITED WARRANTY AS DESCRIBED IN FS 482.227.

7. Purchaser may obtain annual renewals of this limited warranty for up to four (4) additional years. The initial annual renewal fee shall be \$ 209.95 per year. This renewal fee may be increased on 2028, and any subsequent renewal term. Such renewal and increase in renewal fees shall be at the Company's discretion, but in no event shall the renewal fee increase exceed 35% of the previous renewal fee.

8. Although Company may provide the Purchaser with a courtesy notice of the applicable renewal date, it shall nevertheless be the responsibility of the Purchaser to pay the renewal fees on a timely basis in order to maintain this limited warranty. This limited warranty shall terminate if renewal fees are not paid on or before the expiration date of the initial limited warranty or any extension thereof.

9. Upon the expiration of the last renewal period provided for herein, Company and the Purchaser may, by mutual written agreement, provide for the extension of this limited warranty and/or re-treatment for additional compensation.

10. This contract and limited warranty apply to the structure as it exists as of the date of the initial treatment. Because subterranean termite control is based upon the establishment of chemical barriers around and/or under the structure, any structural alterations, additions to the property, or disturbance to these barriers can compromise Company's treatment and facilitate subterranean termite infestation.

11. In the event that Company determines during an annual inspection or otherwise, that its termite barrier has been materially compromised due to water leaks, excessive moisture, unremoved wooden form sticks, new construction, or any other cause not attributable to Company's employees, Purchaser shall be required to correct such conditions and authorize and compensate Company for termiticide treatment that may be reasonable and necessary to maintain or reinstate its termiticide barrier. IF APPROPRIATE CORRECTIONS ARE NOT MADE OR CANNOT BE MADE, COMPANY CAN TERMINATE THIS AGREEMENT AND ASSOCIATED LIMITED WARRANTY.

12. Purchaser shall advise its contractors and agents that the disturbance of the pretreat chemical barrier by walking upon the same, regrading the pad, removing and/or resituating plumbing or electrical lines can materially compromise the effectiveness of the termiticide barrier. In the event such occurrences due to the actions of Purchaser's agents or any third party not under Company's direction and control, Purchaser shall advise Company of such events and allow for re-treatment at Purchaser's expense.

13. Before the Company's initial treatment and/or in the instance of any re-treatment of the premises, the Purchaser shall, at his expense:
a. Correct or cure structural or physical deficiencies or conditions which materially interfere with the efficacy of the termiticide barrier.
b. Provide Company with reasonable and necessary access to inspect and treat the premises which may include on an as needed basis the installation of a tub trap access, down drilling of interior flooring and tile, temporary removal of built-in elements and/or installation of access panels.

c. IN THE EVENT THAT PURCHASER FAILS TO COMPLY WITH THE REQUIREMENTS OF PARAGRAPHS 9, 10, 11, 12(a) or (b), COMPANY MAY AT ITS DISCRETION DECLARE VOID AND TERMINATE THIS CONTRACT AND LIMITED WARRANTY. THIS PARAGRAPH SHALL NOT APPLY TO STRUCTURAL OR OTHER DEFICIENCIES THAT WERE ACTUALLY KNOWN OR REASONABLY SHOULD HAVE BEEN KNOWN TO COMPANY UPON THE COMMENCEMENT OF ITS INITIAL TREATMENT.

14. THIS LIMITED WARRANTY MAY BE TERMINATED OR DECLARED VOID BY COMPANY IF THE PREMISES ARE TREATED FOR SUBTERRANEAN TERMITES BY ANY THIRD PARTY NOT APPROVED IN WRITING BY COMPANY.

15. THIS AGREEMENT APPLIES ONLY TO SUBTERRANEAN TERMITES AND DOES NOT APPLY TO INFESTATIONS OF DRYWOOD TERMITES OR OTHER WOOD DESTROYING ORGANISMS.

16. Notice of treatment will be affixed at: electrical panel box at time of treatment.

17. There are no agreements, expressed or implied, between the parties to this contract except as set forth herein. This contract may not be altered without written consent of both parties.

18. BUYER'S RIGHT TO CANCEL - THIS IS A HOME SOLICITATION SALE AND IF YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO THE SELLER IN PERSON, BY TELEGRAM OR BY MAIL. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE DELIVERED OR POSTMARKED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT. IF YOU CANCEL THIS AGREEMENT, THE SELLER CANNOT KEEP ALL OR PART OF ANY CASH DOWN PAYMENT, YOU ARE ENTITLED TO AND SHOULD RECEIVE AN EXACT EXECUTED COPY OF THIS AGREEMENT.

19. Should it be necessary to drill in tiled areas or remove baseboards or paneling for treatment purposes, Company's technicians will exercise reasonable care. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL DAMAGE TO THESE ELEMENTS UNLESS DUE TO ITS GROSS NEGLIGENCE.

20. COMPANY'S LIMITED WARRANTY AND ANY LIABILITY THEREUNDER MAY BE ABATED OR TERMINATED SHOULD THE COMPANY BE PREVENTED FROM FULFILLING ITS RESPONSIBILITIES UNDER THE TERMS OF THIS AGREEMENT BY REASON OF ACTS OF WAR, OPERATION OF LAW, NATURAL DISASTER AND/OR UNAVAILABILITY OF ESSENTIAL MATERIALS, OR THE CUSTOMER'S FAILURE TO PROVIDE REASONABLE COOPERATION UNDER THIS CONTRACT.

21. In the event that matters arising out of or pertaining to this Agreement and Limited Warranty are litigated in a court of competent jurisdiction, then such matters shall be tried by a judge only and not by jury trial. The law of the State of Florida shall apply to all of the terms of this contract. In any litigation arising out of this contract, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees and costs, including any reasonable attorneys' fees and costs associated with any appeal.

22. This contract and limited warranty may be assigned to a purchaser of the treated residence. Such notice of assignment must be directed to Company in writing, must be made while this agreement is in full force and effect and within 60 days of any change of ownership of the treated property.

23. Purchaser acknowledges receipt of this contract and limited warranty and that all questions about it have been clearly answered by Company to Purchaser's satisfaction.

LIVE OAK PEST CONTROL, INC.

By: [Signature]
Date: 11-08-23

Date: _____
Purchaser (state capacity, i.e. owner/agent)

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Engineering services RFQ authorization for County catalyst site wastewater facilities

Considerations:

- The County was awarded \$9,600,000 in grant funding for the construction of a wastewater treatment plant at the Suwannee County Catalyst Site on 5/31/2023
- The Board approved the associated RIF grant agreement for the project at the 12/5/2023

Budget Impact:

- No budget impact

Recommendation:

- Respectfully request Board authorization for County staff to prepare and advertise an RFQ for engineering/design services associated with the wastewater facilities to be located at the Suwannee County Catalyst site.

Respectfully submitted,

Greg Scott,

County Administrator



Suwannee County Fire Rescue

13530 80th Terrace Live Oak, FL 32060

Eddie Hand, Fire Chief

Executive Summary

Objective:

Request the purchase of a 2024 Ford F-350 Crew Cab 4WD with Knapheide work body from Alan Jay Fleet sales off the Sourcewell Contract.

Consideration:

Fire Rescue needs to replace our shift supervisor vehicle. The current vehicle has reached 200,000 miles and is a primary emergency response vehicle for our Battalion Chiefs.

Recommendation:

We respectfully request Suwannee County Board of County Commissioners to approve this purchase of a 2024 Ford F-350 Crew Cab 4WD with Knapheide work body from Alan Jay Fleet sales.


Budget Impact:

This will be purchased from the Sourcewell Contract (formerly National Joint Powers Alliance Contract) at a price of \$71,344.

This is a budgeted Item.

Respectfully submitted:

Dated: December 19, 2023

Eddie Hand 
Fire Chief



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	45895-5
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-273-1105	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
6/26/2023

QUICK QUOTE SHEET

REVISED QUOTE DATE
12/12/2023

REQUESTING AGENCY	SUWANNEE COUNTY FIRE RESCUE		
CONTACT PERSON	BOBBY GARBETT	EMAIL	bobbyg@SUWCOUNTYFL.GOV
PHONE	386-623-3724	MOBILE	FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

MODEL	W3B 610A	MSRP	\$56,610.00
2024 FORD F-350 CREW CAB SRW 4WD XL 8' BED 176" WB			
CUSTOMER ID	BATTALION TRUCK	NJPA PRICE	\$53,064.00
BED LENGTH	8' BED		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
PQ	Race Red	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat	\$0.00
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	\$0.00
44F	Transmission: TorqShift-G 10-Speed Automatic	\$0.00
153	OPTIONS Front License Plate Bracket	\$0.00
18B	Platform Running Boards	\$440.00
435	Power-Sliding Rear-Window w/Defrost	\$400.00
67B	410 Amp Dual Alternators	\$110.00
86M	Dual 68 AH/65 AGM Batteries	\$205.00
610A	Order Code 610A	\$0.00
64A	Wheels: 17" Argent Painted Steel	\$0.00
TBM	Tires: LT245/75Rx17E BSW A/T (4)	\$160.00
X4M	Electronic-Locking w/4.30 Axle Ratio	\$425.00
924	Privacy Glass	\$25.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	\$0.00
BT	BLUE TOOTH (STD)	\$0.00
RKE	REMOTE KEYLESS ENTRY (STD)	\$0.00
BUC	FACTORY BACK UP CAMERA (STD)	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$1,765.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.		\$0.00
EWD	EXTENDED WARRANTY DECLINED		\$0.00
3BLS	3rd brake light safety sulse (Pulses 3rd brake light (4) times upon application of brake pedal to increase driver awareness behind you when stopping)		\$200.00
D-BOX	REMOVE FACTORY PICKUP BOX		\$158.00
K 696J	Knapheide 8' SRW utility body for 56" CA (Includes 2nd Stage MSO, Weight Slip, & Completed Vehicle Certification.)		\$9,605.00
K RKE 8	Remote keyless entry 8-door bodies		\$1,691.00
K RED 8SRW	FORD PQ RACE RED. Base Coat Clear Coat Paint.		\$2,356.00
813-3000UL-UB	XANTREX 3000W modified sine inverter mounted inside curbside front compartment of utility body with ignition sourced remote / user control mounted on dash mounted on dash. (Alternate mounting location may be required due to clearance.) Includes freight and installation with 4/0 powr and ground, ignition controlled solenoid, 300A breaker, heat shrink connectors, and wire loom. (Dealer strongly recommends upgrading alternator and addition of auxillary battery)		\$1,905.00
DT2 TRK	Deep tint film installed on front two door glass only.		\$0.00
WSTP	Windshield strip		\$50.00
3KR	Additional key and remote, cut and programmed.		\$265.00
CAMERA RR	Remove and re-install factory camera from tailgate.		\$285.00

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2024 091521-NAF & 06 www.NationalAutoFleetGroup.com

CONTRACT OPTIONS \$16,515.00

TRADE IN

TOTAL COST

\$71,344.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

1

\$71,344.00

Estimated Annual payments for 60 months paid in advance: \$15,978.12

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

QUOTE SUBJECT TO FACTORY ORDER ACCEPTANCE or 30 DAYS

VEHICLE QUOTED BY

ASHLEE WILSON

GOVERNMENT ACCOUNT MANAGER Ashlee.Wilson@AlanJay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time.
I am always happy to be of assistance.

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Approval to purchase a 2023 Ford F150 for Road Department use

Considerations:

- The vehicle was ordered in late 2022 for the Road Department
- This truck will be used by Road Department staff to review and evaluate various road and infrastructure project across the county
- The cost to purchase the truck is \$41,463.00.

Budget Impact:

- Budgeted item

Recommendation:

- Respectfully request the Board to approve the purchase of the 2023 Ford F150 for County Administration staff use

Respectfully submitted,

Greg Scott,

County Administrator

ALAN JAY FLEET SALES

Toll Free 800-252-6529 Direct 863-402-4234

INVOICE # FPKF71691

DATE 05-Dec-23

SOLD TO: SUWANNEE COUNTY BOCC		General Information	
SELLING DEALER: ALAN JAY FORD LINCOLN MERCURY		Sourcewell (Formerly NJPA)	
STREET ADDRESS: 13150 80TH TERRACE		2023 091521-NAF & 060920-NAF	
CITY: LIVE OAK	STATE: FL	ZIP CODE: 32060	SPECIFICATION NUMBER (if applicable)
FLA. SALES TAX EXEMPTION #: 85-8012971280C-3	PHONE NUMBER: (386) 590-0732	FAX NUMBER: (386) 362-1032	181
CUSTOMER PURCHASE ORDER NUMBER: 1-0078		www.nationalautofleetgroup.com	
CUST ID: RD DEPT SUPERVISOR			

YEAR	MAKE	MODEL	CAR	KEY CODE	ORDER #	SALESPERSON
2023	FORD	X1E 100A		P3999	P252	WILSON, C.
VIN		COLOR		DESCRIPTION		SALE
1FTFX1E53 PKF71691		WHITE				
OPTIONAL EQUIPMENT & ACCESSORIES				BASE PRICE	SALE	
5.0L V8 Engine with Electronic 10-Speed Automatic Transmission.				995 44G	\$2,330.00	
EXTERIOR COLOR OXFORD WHITE WITH BLACK W/ MEDIUM DARK SLATE, VINYL 40/20/40 FRONT SEAT				YZ AS	\$0.00	
Equipment Group 101A High -inc: Reverse Sensing System, XL Power Equipment Group, Power Door Locks, flip key and integrated key transmitter keyless-entry (includes Autolock), MyKey, Power Glass Sideview Mirrors w/Black Skull Caps, heat and manual-folding, Power Front & Rear Windows, Power Tailgate Lock, Illuminated Entry, Perimeter Alarm, Cruise Control*GROSS*				101A	\$2,275.00	
AXLE 3:31 ELECTRONIC LOCKING REAR DIFFERENTIAL				XL3	\$415.00	
FACTORY OPTIONS					\$5,020.00	

TRADE IN
YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

REMIT PAYMENT TO:		
Alan Jay Fleet Sales	FEID #	Tire & Battery Fee \$6.50
P.O. BOX 9200 SEBRING, FL 33871-9200	59-3533025	SALES TAX EXEMPT
		TOTAL \$41,463.00

SUWANNEE COUNTY

Administration

Executive Summary

Objective:

Declare Wes Haney Chevrolet as a sole source provider and authorize the purchase of a 2023 Chevrolet Silverado 1500 work truck from Wes Haney Chevrolet for the Road Department.

Considerations:

This truck will replace the vehicle that was in a recent accident.

The insurance company sent an adjuster to assess the damage to the vehicle in the accident and deemed it totaled.

Staff has contacted multiple vendors, and Wes Haney was the only company with the needed truck in stock.

Budget Impact:

Budget impact: \$17,885 from insurance, remaining balance to be paid from Road Department budget.

Recommendation:

Staff respectfully requests the Suwannee County Board of County Commissioners declare Wes Haney Chevrolet as a sole source provider and authorize the purchase of a 2023 Chevrolet Silverado 1500 work truck from Wes Haney Chevrolet for the Road Department.

Respectfully submitted,

Dated: December 19, 2023

Greg Scott,
County Administrator

Purchase Agreement

Your Service Dept at Wes Haney Chevrolet
 Wes Haney Chevrolet
 816 HOWARD ST E
 LIVE OAK, FL 32064

Buyer	Co-Buyer	Vehicle
Suwannee Co Suwannee Co Rd Dept SUWANNEE CO RD DEPT 13150 80Th Ter Live Oak, FL 32064 E: (386) 362-3992		2023 Chevrolet Silverado 1500 Work Truck VIN: Stock #: Mileage: Color:

Customer Trade					
	Year Make Model	VIN	Engine	Mileage	Payoff
0	0				\$0.00

Cash Down			
	0.00	0.00	0.00
Term	Payments		
0	\$46,325	\$46,325	\$46,325

Purchase Details	
Retail Price:	\$50,575.00
Sales Price:	\$46,325.00
Accessories:	\$0.00
Service Contract:	\$0.00
GAP:	\$0.00
Government Fees:	\$0.00
Proc/Doc Fees:	\$0.00
Total Taxes:	\$0.00
Total Sales Price:	\$46,325.00
Trade Allowance:	\$0.00
Trade Payoff:	\$0.00
Trade Equity:	\$0.00
Rebate:	\$0.00
Cash Down:	\$0.00
Amount Financed:	\$46,325.00

X

 Customer Signature

X

 Manager Signature

 Date

 Date

Disclaimer:
 Subject for final credit approval.

Printed 12/8/23 3:24 PM



2023 SILVERADO 1500 CREW WT 4WD

EXTERIOR: SUMMIT WHITE
INTERIOR: JET BLACK

ENGINE: 5.3L ECOTEC3 V8
TRANSMISSION: 10-SPEED AUTO

PULL THIS STRIP TO EXPOSE ADHESIVE

Visit us at www.chevy.com

STANDARD EQUIPMENT

ITEMS FEATURED BELOW ARE INCLUDED AT NO EXTRA CHARGE IN THE STANDARD VEHICLE PRICE SHOWN

CREW CAB SHORT BED 4WD

OWNER BENEFITS

- 3 YEAR / 36,000 MILE* BUMPER-TO-BUMPER LIMITED WARRANTY
- 5 YEAR / 60,000 MILE* POWERTRAIN LIMITED WARRANTY, ROADSIDE ASSISTANCE & COURTESY TRANSPORTATION
- FIRST MAINTENANCE VISIT
- WHICHEVER COMES FIRST
- *SEE CHEVROLET.COM OR DEALER FOR TERMS, DETAILS & LIMITS

SAFETY & SECURITY

- CHEVY SAFETY ASSIST
- *AUTOMATIC EMERGENCY BRAKING
- *FORWARD COLLISION ALERT
- *FRONT PEDESTRIAN BRAKING
- *LANE KEEP ASSIST W/LANE

- DEPARTURE WARNING
- *FOLLOWING DISTANCE INDICATOR
- *INTELLIBEAM-AUTO HIGH BEAM
- REAR VISION CAMERA
- TEEN DRIVER MODE
- TIRE PRESSURE MONITORING WITH TIRE FILL ALERT

PERFORMANCE & MECHANICAL

- STABILITRAK W/ TRAILER SWAY CONTROL & HILL START ASSIST
- BRAKE PAD WEAR INDICATOR

CONNECTIVITY & TECHNOLOGY

- CHEVROLET INFOTAINMENT 3
- 7" DIAG COLOR TOUCHSCREEN
- ADDITIONAL FEATURES FOR COMPATIBLE PHONES INCLUDE: BLUETOOTH AUDIO STREAMING VOICE COMMAND PASSTHROUGH TO PHONE, WIRED ANDROID AUTO & WIRED APPLE CARPLAY CAPABLE
- USB PORTS
- DRIVER INFORMATION CENTER

- REMOTE KEYLESS ENTRY
- PUSH BUTTON START
- REAR SEAT REMINDER

INTERIOR

- AIR CONDITIONING
- POWER WINDOWS
- POWER DOOR LOCKS
- FRONT 40/20/40 BENCH SEATS W/ ARMREST & UNDERSEAT STORAGE
- REAR 60/40 FOLDING BENCH SEAT

EXTERIOR

- CORNERSTEP REAR BUMPER
- 12 TIE DOWNS IN CARGO BED
- LOCKING TAILGATE
- HALOGEN REFLECTOR HEADLAMPS
- FRONT RECOVERY HOOKS

MANUFACTURER'S SUGGESTED RETAIL PRICE

STANDARD VEHICLE PRICE \$45,300.00

OPTIONS & PRICING

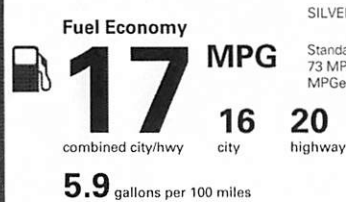
OPTIONS INSTALLED BY THE MANUFACTURER (MAY REPLACE STANDARD EQUIPMENT SHOWN)

- ENGINE: 5.3L ECOTEC3 V8 WITH DYNAMIC FUEL MANAGEMENT 1,595.00
- WT VALUE PACKAGE 1,190.00
- DEEP-TINTED GLASS
- REAR WINDOW DEFOGGER
- CRUISE CONTROL
- OUTSIDE POWER MIRRORS
- TRAILERING PACKAGE
- Z71 OFF-ROAD PACKAGE 945.00
- TWIN TUBE SHOCKS
- SKID PLATES
- HILL DESCENT CONTROL
- HEAVY-DUTY AIR FILTER
- HEAVY-DUTY LOCKING REAR DIFFERENTIAL
- 2-SPEED AUTOTRAC TRANSFER CASE
- Z71 BADGING
- ALL-TERRAIN TIRES 200.00
- CREDIT - NOT EQUIPPED WITH STEERING COLUMN LOCK -50.00

GVWR: 7,100 LBS. (3,221 KG)	INC.
REAR AXLE: 3.23 RATIO	INC.
17" PAINTED STEEL WHEELS	INC.
TOTAL OPTIONS	\$3,880.00
TOTAL VEHICLE & OPTIONS	\$49,180.00
DESTINATION CHARGE	1,895.00
TOTAL BEFORE SAVINGS	\$51,075.00
WT VALUE PACKAGE DISCOUNT	-500.00
TOTAL VEHICLE PRICE*	\$50,575.00

EPA DOT Fuel Economy and Environment

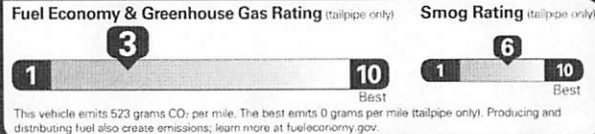
Gasoline Vehicle



SILVERADO 4WD
Standard pickup trucks range from 12 to 73 MPG. The best vehicle rates 132 MPGe.

You spend \$5,000
more in fuel costs over 5 years compared to the average new vehicle.

Annual fuel cost **\$2,600**



Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.95 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuel economy.gov

Calculate personalized estimates and compare vehicles



GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash Driver Passenger ★★★★★
Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash Front seat Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA) www.safercar.gov or 1-888-327-4236

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 33%
MAJOR SOURCES OF FOREIGN PARTS CONTENT: MEXICO 38%

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS.

FOR THIS VEHICLE:
FINAL ASSEMBLY POINT: ROANOKE, IN U.S.A.
COUNTRY OF ORIGIN: ENGINE: MEXICO TRANSMISSION: UNITED STATES

This label has been applied pursuant to Federal law - Do not remove prior to delivery to the ultimate purchaser. *Includes Manufacturer's Recommended Pre-Delivery Service. Does not include dealer installed options and accessories not listed above, local taxes or license fees.

© 2009 General Motors LLC
GMLBL_PROD_0042 - 01/22/2023

ORDER NO CSHJUN SALES CODE E
SALES MODEL CODE CK10543
DEALER NO 08395
FINAL ASSEMBLY:
ROANOKE, IN U.S.A.

VIN 1GCUAED9PZ333200 REISSUE

DEALER TO WHOM DELIVERED

PRINCE OF TIFTON, INC.
PO BOX 128
TIFTON, GA 31793-0128



SUWANNEE COUNTY

Planning & Zoning

Executive Summary SP-23-12-01 DePratter

Objective: Application for Special Permit requests to construct a data center for bitcoin/cryptocurrency on Property zoned A-1.

Considerations: The use is allowable by Special permit per section 4.4.5 (B) (14) of the Land Development Regulations. The site is located off of 169th Road, a County paved road.

Recommendation: Recommendation is approval of the Special Permit.

Respectfully submitted,



Ron Meeks,

Development Services Director

APPLICATION FOR ZONING SPECIAL PERMIT

Name of Title Holder(s): Russell S. DePratter and Vickie Music DePratter

Address: 11214 129th Road City, State, Zip: Live Oak, FL 32060

Phone Number: 386-623-3320

Agent's Name & Address (if applicable): Russell S. DePratter, 11214 129th Road, Live Oak, FL 32060

Phone Number: 386-623-3320

Please provide the following information:

1. Legal Description: All that part of the SW ¼ of Section 26, Township 1 South, Range 12 East, Suwannee

County, Florida, lying East of 169th Road, Less and Except the S ¾ of the S ½ of the S ½ of said SW 1/4

Attach separate sheet if necessary.)

2. Driving Directions to Subject Property: From Live Oak, drive west on U S 90 for 7.5 miles; turn right on 169th Road; property is located 1.5 miles on the right.

3. Describe the proposed use, including, where applicable, size of buildings, number of employees, expected average daily traffic, and any other data pertinent to this use:

The intended use of the property is for Bitcoin/cryptocurrency mining purposes. There will be a total 18 modular data centers (MDCs) on the property, (5) 40'x8' MDCs and (13) 20'x8' MDCs, as well as (5) 8'x8' 3-phase padmount transformers. These MDCs house specialized computer hardware with ASIC chips designed specifically for running computations for Bitcoin/cryptocurrency mining. There is likely to be 4-5 employees working at the site in total, with 1-2 employees on site during the hours of 7am-7pm.

4. Has a zoning application been applied for on the subject property in the past? No . If so, please provide the Application No.: _____

5. List the specific special permit and section number from the Land Development Regulations for which you are applying: _____

IF REPRESENTED BY AN AGENT, A LETTER OF CONSENT FROM THE TITLE HOLDER(S) MUST BE ATTACHED.

HEREBY CERTIFY THAT ALL OF THE ABOVE STATEMENTS AND ALL INFORMATION PROVIDED IN ANY PAPERS OR PLANS SUBMITTED HERewith ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

James S. Orloff Lickie Music Bottle

Signature of Title Holder(s)

Date 12/4/23

FOR OFFICE USE ONLY

Zoning District: Land Use Plan Map

Category: _____

Date Filed: Special Permit Request

No. _____

Fee amount: \$650 _____

Date hearing held:

Action by Board: (Granted, Denied, etc.)

Additional
Comments: _____



Suwannee County Property Appraiser Ricky Gamble, CFA | Live Oak, Florida | 386-362-1385

PARCEL: 26-01S-12E-09700-000000 | TIMBERLAND 70-79 (5600) | 130.00 AC
 LEG 130.00 ACRES SW1/4 LESS 2 A RW LESS S 3/4 OF S1/2 OF S1/2 OF SW1/4 ORB 2096 P 404 WD YR 2019

DEPRATTER RUSSELL S & VICKIE MUSIC DEPRATTER
 Owner: 11214 129TH RD
 LIVE OAK, FL 32060

Site:
 Sales 1/1/2019 \$305,700 V (Q)
 Info

2024 Working Values

Mkt Lnd	\$260,000	Appraised	--
Ag Lnd	\$33,020	Assessed	\$33,020
Bldg	\$0	Exempt	\$0
XFOB	\$0	Total	\$33,020
Just	--	Taxable	\$33,020

NOTES:



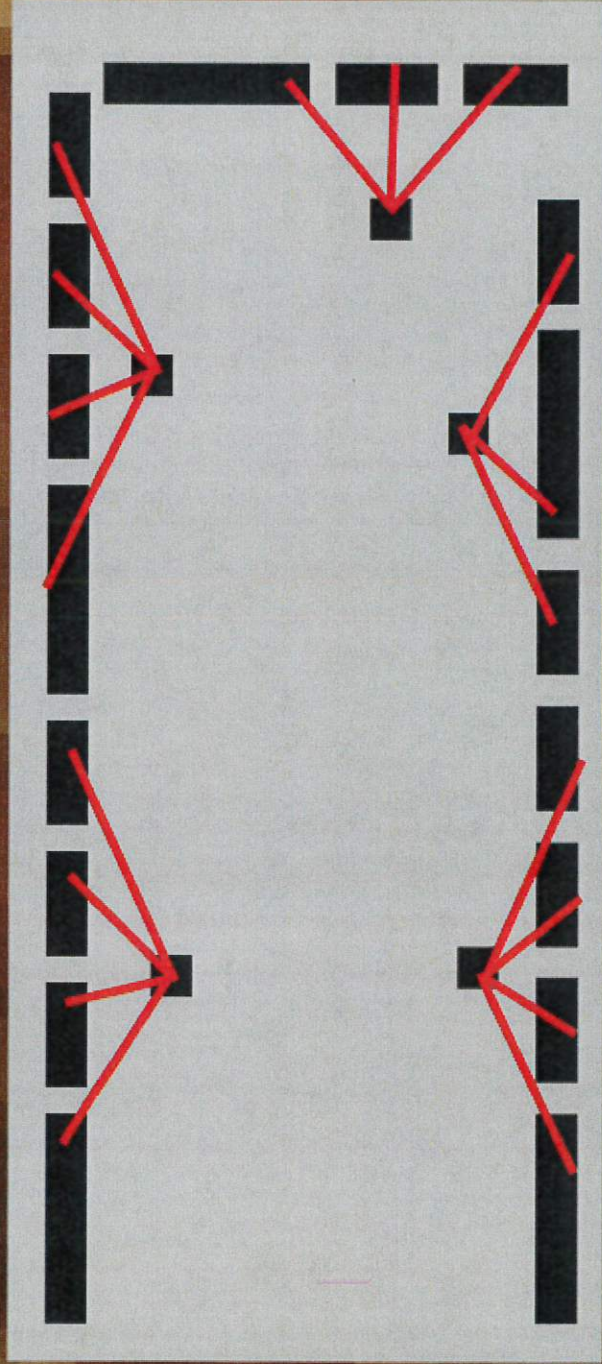
Suwannee County, FL

The information on this website was derived from data which was compiled by the Suwannee County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office.

GrizzlyLogic.com

260'

115'

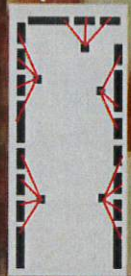




AETHA ST

260'

115'



SUWANNEE COUNTY
RESOLUTION NO. 2024-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA GRANTING A PETITION FOR SPECIAL PERMIT AS AUTHORIZED UNDER SECTION 4.4.5 (b) (14) OF ORDANCE NO. 92-11, AS AMENDED, ENTITLED SUWANNEE COUNTY LAND DEVELOPMENT REGULATIONS; APPROVING A SPECIAL PERMIT TO A DATA CENTER FOR BITCOIN/CRYPTOCURRENCY MINING ON PROPERTY ZONED AGRICULTURE-1 ON CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF SUWANNEE COUNTY, FLORIDA; REPEALING RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 92-11, entitled Suwannee County Land Development Regulations and hereinafter referred to as County's Land Development Regulations, empowers the Board of County Commissioners of Suwannee County, Florida hereinafter referred to as the Board of County Commissioners, to approve, approve with conditions or deny special permits, as authorized under Section 14.6.1.1 of the County's Land Development Regulations; and

WHEREAS, an application, Special Permit Request No. SP-23-12-01, to construct a data center for bitcoin/cryptocurrency mining has been filed with the County; and

WHEREAS, the Board of County Commissioners has found that it is empowered under Section 14.6.1.1 of the County's Zoning Regulations to approve, deny, or conditionally approve the petition on property zoned A-1; and

WHEREAS, the Board of County Commissioners has determined and found that the granting of the petition for the above stated special permit would promote the health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; and

WHEREAS, the Board of County Commissioners has determined and found that:

- a) The petitioner has proposed ingress and egress to the property and proposed structures thereon for automotive and pedestrian safety and convenience, in a manner that will not have an undue adverse impact on traffic flow or control, and access in case of fire or catastrophe;
- b) The petitioner has proposed off street parking and loading areas, where required, with particular attention to the items in and above the economic, noise, glare, or odor effects of the special permit on adjoining properties and properties in the district;
- c) The petitioner has proposed refuse and service areas, with particular reference to the items;

- d) The petitioner has proposed utilities, with reference to locations, availability, and compatibility;
- e) The petitioner has proposed screening and buffering, with reference to type, size, and character which meets the minimum requirements for screening and buffering;
- f) The petitioner has proposed signs, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with properties in the district;
- g) The petitioner has proposed yards and other open space which meets the minimum requirements for yards and other open space;

WHEREAS, the Board of County Commissioners has determined and found that the special permit is generally compatible with adjacent properties, other property in the district, and natural resources, and

- WHEREAS, the Board of County Commissioners has determined and found that
- a) The proposed use would be in conformance with the County's Comprehensive Plan;
 - b) The proposed use is compatible with the established land use pattern;
 - c) The proposed use will not materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, and streets;
 - d) Changed or changing conditions make the proposed use advantageous to the community and the neighborhood;
 - e) The proposed use will not have an undue adverse influence on living conditions in the neighborhood;
 - f) The proposed use will not create or excessively increase traffic congestion or otherwise affect public safety;
 - g) The proposed use will not create a drainage problem;
 - h) The proposed use will not seriously reduce light and air to adjacent areas;
 - i) The proposed use will not affect property values in the area;
 - j) The proposed use will not be a deterrent to the improvement or development of adjacent property in accord with existing regulations;
 - k) The proposed use is not out of scale with the needs of the neighborhood or the community;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, THAT

Section 1. Pursuant to a petition by Russell DePratter and Vickie Music DePratter to build a data center for bitcoin/cryptocurrency mining on property zoned A-1 on certain lands within the County as described as follows:

SW1/4 LESS 2 ACRES R/W LESS S 3/4 OF S1/2 OF S1/2 OF SW1/4 Containing 130 acres more or less located in Section 26, Township 1 South Range 12 East, Suwannee County, Florida.

The Board of County Commissioners approves a special permit for said property, subject to the conditions if any listed on Attachment 1.

Section 2. All resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 3. This resolution shall become effective upon adoption by the board of County Commissioners.

DULY ADOPTED in session this 19th day of December 2023

BOARD OF COUNTY COMMISSIONERS OF
SUWANNEE COUNTY, FLORIDA

By _____
Travis Land, Chairman

ATTEST:

Barry Baker, Clerk

SUWANNEE COUNTY

Planning & Zoning

Executive Summary Temporary Use Permit for Earth Skills

Objective: Temporary use permit to allow for a 5 day earth skills educational gathering.

Considerations: The subject property has been used for this purpose in the past. This will be the 5th year of their request. A variety of earth skills, survival skills, fire making activities are taught during this 5 day event.

Recommendation: We recommend approval of the temporary use.

Respectfully submitted,



Ron Meeks,

Development Services Director

APPLICATION FOR
ZONING SPECIAL PERMIT

Name of Title Holder(s): Harriette A Wells + Curtis Getrey Humphries

Address: 22839 93rd Dr City, State, Zip: O'Brien FL 32071

Phone Number: (386) 365-2195 P.O. Box 58

Agent's Name & Address (if applicable): n/a

Phone Number: _____

Please provide the following information:

1. Legal Description: Attached

Attach separate sheet if necessary.)

2. Driving Directions to Subject Property: Take 129 South approx. 20 min to flashing light in O'Brien, Turn right onto 349. Take road to the left (228th) and after 90 degree turn to the right Property is on the left.

3. Describe the proposed use, including, where applicable, size of buildings, number of employees, expected average daily traffic, and any other data pertinent to this use: Educational 5 Day

Camping event. Rented tents, tarped class spaces, Rented Porta

Potties, 350-400 people expected, 100 of those are workers 60 are instructors and 50-75 are expected to be children.

4. Has a zoning application been applied for on the subject property in the past? yes. If so, please provide the Application No.: SPTV - 18-04-02

5. List the specific special permit and section number from the Land Development Regulations for which you are applying: 14.10.1

IF REPRESENTED BY AN AGENT, A LETTER OF CONSENT FROM THE TITLE HOLDER(S) MUST BE ATTACHED.

HEREBY CERTIFY THAT ALL OF THE ABOVE STATEMENTS AND ALL INFORMATION PROVIDED IN ANY PAPERS OR PLANS SUBMITTED HERewith ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Harriette A Wells November 12, 2023
Signature of Title Holder(s) Date

C. Jeffrey Thompson 12 Nov 23

FOR OFFICE USE ONLY

Zoning District: _____ Land Use Plan Map Category: _____

Date Filed: _____ Special Permit Request No. _____

Fee amount: \$650 _____

Date hearing held: _____

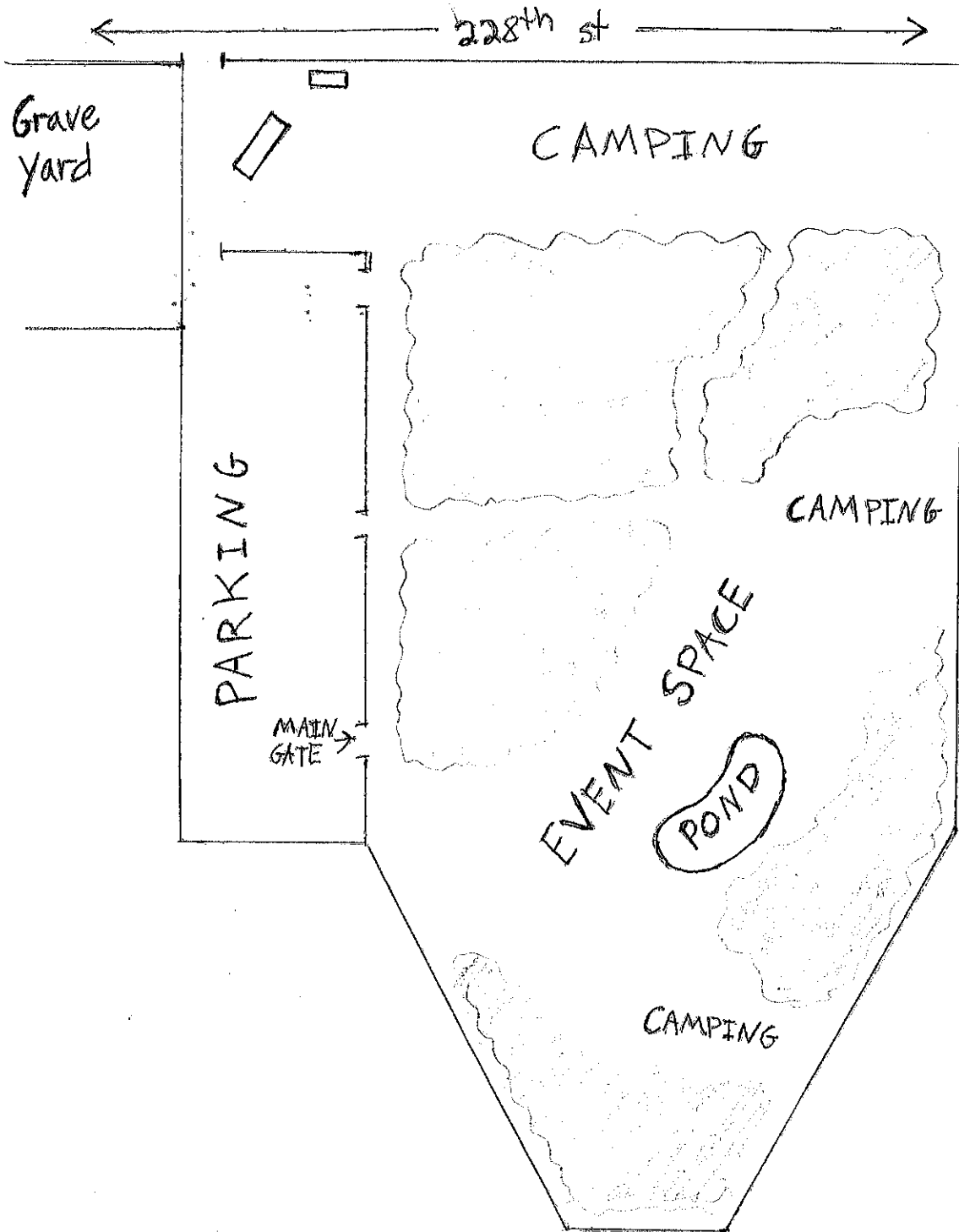
Action by Board: _____

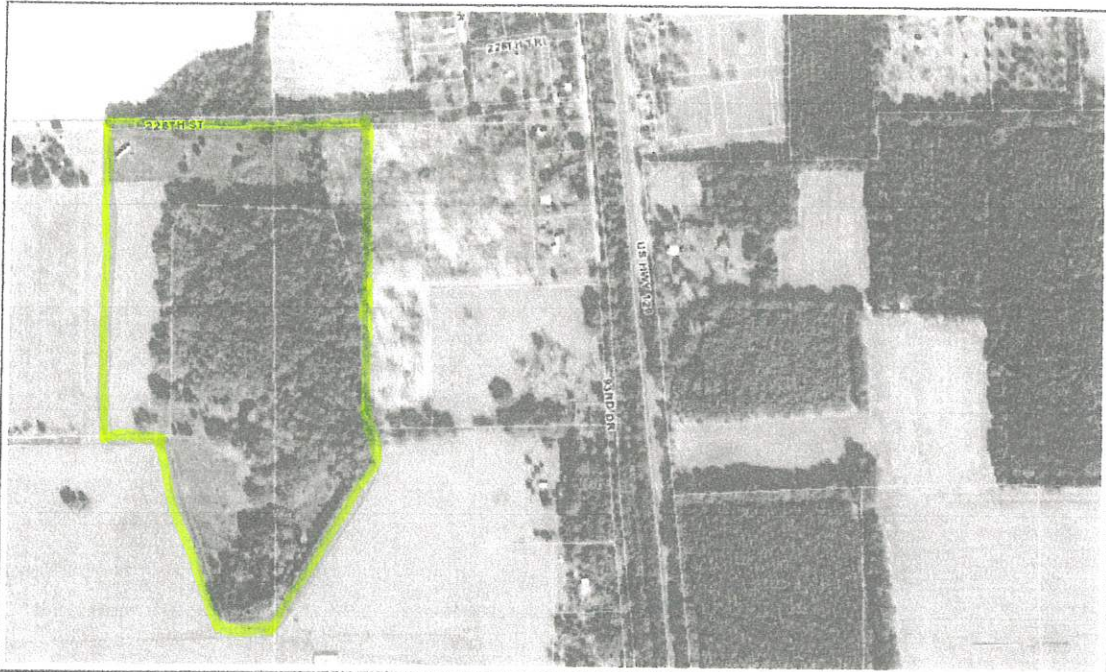
(Granted, Denied, etc.)

Additional Comments: _____

Planning & Zoning Director
Suwannee County, Florida

Date





Suwannee County Property Appraiser Lamar Jenkins, CFA - Live Oak, Florida - 386-362-1385	PARCEL: 19-05S-14E-0355700.0000 - PASTURE IMPROVED (6100) <small>LEG 7.87 ACRES FOR PT OF REF COM AT THE NW COR OF SE1/4 RUN N 88 DEG 27'33" E ALONG N LINE OF SE1/4 A DISTANCE OF 1217.15 FT TO THE NW COR OF OUBIEN</small>	
	Name: WELLS HARRIETTE A Site: P O BOX 58 OUBIEN FL 32071 Mail: P O BOX 58 OUBIEN FL 32071 Sales: 1/1/2014 Info: 1/1/2014	
NOTES:	<small>This information, updated 2/15/2016, was derived from data which was compiled by the Suwannee County Property Appraiser's Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.</small>	

Parcels intended to be used for event:

- 19-05S-14E-0355700.0000
- 19-05S-14E-0355700.2000
- 20-05S-14E-0357000.1002
- 20-05S-14E-0357000.1005

earthskills Fl. Frank Reed
(850) 509-0312

AUTHORIZATION FOR AGENT TO REPRESENT OWNER(S)
IN ZONING/LAND USE MATTERS

I (We), the undersigned owner(s), do hereby authorize Franklyn Reed
to act as my (our) agent in any and all zoning/land use requests and to represent us at all
zoning/land use hearings pertaining to the following described real estate:

November 20, 2023
Date

Hannelte de Wells
Owner

C. Gregory Thompson
Owner

SUWANNEE COUNTY
RESOLUTION NO. 2024-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA GRANTING A PETITION FOR SPECIAL PERMIT FOR TEMPORARY USE AS AUTHORIZED UNDER SECTION 14.10.1 OF ORDANCE NO. 92-11, AS AMENDED, ENTITLED SUWANNEE COUNTY LAND DEVELOPMENT REGULATIONS; APPROVING A SPECIAL PERMIT FOR TEMPORARY USE TO ALLOW A EDUCATIONAL EARTH SKILLS GATHERING ON PROPERTY ZONED AGRICULTURE-1 ON CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF SUWANNEE COUNTY, FLORIDA; REPEALING RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 92-11, entitled Suwannee County Land Development Regulations and hereinafter referred to as County's Land Development Regulations, empowers the Board of County Commissioners of Suwannee County, Florida hereinafter referred to as the Board of County Commissioners, to approve, approve with conditions or deny special permits for temporary use, as authorized under Section 14.10.1 of the County's Land Development Regulations; and

WHEREAS, an application, Special Permit for Temporary Use Request No. SPTU-23-11-01, to hold an Educational Earth Skills Gathering, has been filed with the County; and

WHEREAS, the Board of County Commissioners has found that it is empowered under Section 14.10.1 of the County's Zoning Regulations to approve, deny, or conditionally approve the petition for temporary use on property zoned A-1; and

WHEREAS, the Board of County Commissioners has determined and found that the granting of the petition for the above stated special permit for temporary use would promote the health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; and

WHEREAS, the Board of County Commissioners has determined and found that:

- a) The petitioner has proposed ingress and egress to the property and proposed structures thereon for automotive and pedestrian safety and convenience, in a manner that will not have an undue adverse impact on traffic flow or control, and access in case of fire or catastrophe;
- b) The petitioner has proposed off street parking and loading areas, where required, with particular attention to the items in and above the economic, noise, glare, or odor effects of the special permit on adjoining properties and properties in the district
- c) The petitioner has proposed refuse and service areas, with particular reference to the items

- d) The petitioner has proposed utilities, with reference to locations, availability, and compatibility.
- e) The petitioner has proposed screening and buffering, with reference to type, size, and character which meets the minimum requirements for screening and buffering
- f) The petitioner has proposed signs, and proposed exterior lighting with reference to glare, traffic safety, economic effects, and compatibility and harmony with properties in the district
- g) The petitioner has proposed yards and other open space which meet s the minimum requirements for yards and other open space

WHEREAS, the Board of County Commissioners has determined and found that the special permit for temporary use is generally compatible with adjacent properties, other property in the district, and natural resources, and

- WHEREAS, the Board of County Commissioners has determined and found that
- a) The proposed use would be in conformance with the County’s Comprehensive Plan;
 - b) The proposed use is compatible with the established land use pattern;
 - c) The proposed use will not materially alter the population density pattern and thereby increase or overtax the load on public facilities such as schools, utilities, and streets
 - d) Changed or changing conditions make the proposed use advantageous to the community and the neighborhood
 - e) The proposed use will not have an undue adverse influence on living conditions in the neighborhood;
 - f) The proposed use will not create or excessively increase traffic congestion or otherwise affect public safety
 - g) The proposed use will not create a drainage problem
 - h) The proposed use will not seriously reduce light and air to adjacent areas
 - i) The proposed use will not affect property values in the area
 - j) The proposed use will not be a deterrent to the improvement or development of adjacent property in accord with existing regulations
 - k) The proposed use is not out of scale with the needs of the neighborhood or the community

WHEREAS, the petitioner obtained a recommendation of approval from the Planning & Zoning Board on November 30, 2023.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SUWANNEE COUNTY, FLORIDA, THAT

Section 1. Pursuant to a petition by Harriette Wells and Curtis Gefrey Humphries for an Educational Earth Skills Gathering on property zoned A-1 on certain lands within the County as described as follows:

FOR POINT OF REFERENCE COMMENCE AT THE NW CORNER OF SE1/4 OF SECTION 19 TOWNSHIP 5 SOUTH RANGE 14 EAST SUWANNEE COUNTY, FL RUN N 88 DEG 27'33" E ALONG N LINE OF SE1/4 A DISTANCE OF 1217.15 FT TO THE NW CORNER OF OBRIEN CEMETERY AND RUN S 00 DEG 28'49" E 267.12 FT RUN N 88 DEG 26'58" E 742.84 FT TO POB RUN N 00 DEG 50'55" W 266.97 FT TO THE N LINE OF SE 1/4 RUN N 88 DEG 27'33" E 693.71 FT TO THE NE CORNER OF SE1/4 RUN S 01 DEG 25'07" E ALONG SAID E LINE OF SE1/4 353.09 FT RUN N 88 DEG 18'51" W 390.99 FT RUN S 23 DEG 20'34" W 112.95 FT RUN S 00 DEG 12'24" E 890.88 FT TO A POINT ON THE S LINE OF N1/2 OF SE1/4 RUN S 88 DEG 28'08" W 239.81 RUN N 01 DEG 25'07" W 1057.20 FT TO POB. 7.87 ACRES

FOR POINT OF BEGINING COMMENCE AT THE NW COR OF S1/2 OF SE1/4 OF SECTION 19 TOWNSHIP 5 SOUTH RANGE 14 EAST SUWANNEE COUNTY, FL AND RUN N 88 DEG 28'08" E ALONG THE N LINE OF SAID S1/2 OF SE1/4 A DISTANCE OF 2194.04 FT RUN S 00 DEG 12'24" E 38.72 FT RUN S 18 DEG 03'34" E 812.56 FT RUN N 88 DEG 18'21" E TO THE E LINE OF SAID S1/2 OF SE1/4 RUN S 01 DEG 25'07" E TO THE SE CORNER OF SE1/4 RUN S 88 DEG 28'44" W ALONG SAID S LINE OF SAID SE1/4 A DISTANCE OF 2649.23 FT TO THE SW COR OF SAID SE1/4 RUN N 01 DEG 28'41" W ALONG SAID W LINE OF SAID SE1/4 A DISTANCE OF 1323.81 FT TO POB. 71.6 ACRES

FOR POINT OF BEGINING COMMENCE AT THE SW OF SW1/4 OF SECTION 19 TOWNSHIP 5 SOUTH RANGE 14 EAST, SUWANNEE COUNTY FL AND RUN N 88 DEG 43'01" E 1239.94 FT TO A POINTT 83.59 FT W OF THE SE COR OF SW1/4 OF SW1/4 RUN N 01 DEG 27'05" W 821.35 FT RUN S 88 DEG 45'49" W 356.39 FT RUN N 01 DEG 25'46" W 504.00 FT TO THE N LINE OF SAID SW1/4 OF SW1/4 RUN S 86 DEG 03'29" W 229.70 FT RUN S 89 DEG 30'49" W 219.37 FT RUN S 03 DEG 02'49" E 144.86 FT RUN S 30 DEG 11'03" W 781.06 FT RUN S 88 DEG 18'21" W TO THE W LINE OF SAID SW1/4 OF SW1/4 RUN S 01 DEG 25'07" E TO THE SW COR OF SW1/4 OF SW1/4 FOR POB. 28.73 ACRES

FOR POBINT OF BEGINNING COMMENCE AT THE NW CORRNER OF SW1/4 OF SECTION 19 TOWNSHIP 5 SOUTH RANGE 14 EAST & RUN N 88 DEG 42'37" E ALONG N LINE OF SAID SW1/4 A DISTANCE OF 914.01 FT TO THE W LINE OF TRACT 2 TOWN OF OBRIEN RUN S 06 DEG 17'28" E 11.85 FT RUN N 86 DEG 57'29" E ALONG S LINE OF TRACT 2 & 1 TOWN OF OBRIEN A DISTANCE OF 192.55 FT RUN S 07 DEG 45'23" E A DISTANCE OF 686.47 FT RUN S 87 DEG 46'51" W 518.00 FT RUN S 00 DEG 28'32" 645.12 FT RUN S 89 DEG 30'49" W 219.37 FT RUN S 86 DEG 51'22" W 11.78 FT RUN N 24 DEG 32'37" W 119.10 FT RUN N 01 DEG 57'00" W 438.48 FT RUN N 17 DEG 03'54" W 432.62 FT RUN N 88 DEG 18'51" W 255.53 FT TO THE W LINE OF SW1/4 RUN N 01 DEG 25'07" W 353.09 FT TO THE POB. 18.65 ACRES

FOR POINT OF REFERENCE COMMENCE AT THE NW COR OF SW1/4 OF SECTION 19 TOWNSHIP 5 SOUTH RANGE 14 EAST SUWANNEE COUNTY, FL

RUN S 01 DEG 25'07" E ALONG THE W LINE OF SAID SW1/4 A DISTANCE OF 353.09 FT TO POB RUN S 88 DEG 18 '51" E 255.53 FT RUN S 17 DEG 03'54 " E 432.62 FT RUN S 01 DEG 57'00" E 438.48 FT RUN S 24 DEG 32'37" E 119.10 FT RUN N 86 DEG 51'22" E 11. 78 FT RUN S 03 DEG 02'49" E 144.86 FT RUN S 30 DEG 11'03" W 781.06 FT RUN S 88 DEG 18'21" W TO THE W LINE OF SAID SW1/4 RUN N 01 DEG 25'07" W ALONG THE W LINE OF SAID SW1/4 TO THE POB. 15.46 ACRES

FOR POINT OF REFERENCE COMMENCE AT THE NE COR OF SE1/4 OF SECTION 19 TOWNSHIP 5 SOUTH RANGE 14 EAST SUWANNEE COUNTY, FL AND RUN S 01 DEG 25'07" E ALONG THE E LINE OF SAID SE1/4 A DISTANCE OF 353.09 FT TO POB RUN N 88 DEG 18 '51" W 390.99 FT RUN S 23 DEG 20'34 " W 112.95 FT RUN S 00 DEG 12'24" E 929.60 FT RUN S 18 DEG 03'34" E 812.56 FT RUN N 88 DEG 18'21" E TO THE E LINE OF SE1/4 RUN N 01 DEG 25 '07" W ALONG THE E LINE OF SE1/4 TO THE POB. 18.68 ACRES

The Board of County Commissioners approves a special permit for temporary use for a Educational Earth Skills Gathering starting February 13, 2024 and ending February 18, 2024 for said property, subject to the conditions if any listed on Attachment 1.

Section 2. All resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 3. This resolution shall become effective upon adoption by the board of County Commissioners.

DULY ADOPTED in session this 19th day of December 2023

BOARD OF COUNTY COMMISSIONERS OF
SUWANNEE COUNTY, FLORIDA

By _____
Travis Land, Chairman

ATTEST:

Barry Baker, Clerk

CHAIRMAN CALLS FOR ADDITIONAL AGENDA ITEMS.

1. _____

2. _____

3. _____

4. _____

ADMINISTRATOR'S COMMENTS AND INFORMATION



BOARD MEMBERS' INQUIRIES, REQUESTS, AND COMMENTS

